

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL

KAYLA BEREAL-MURRAY, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

FIVE ACRES - THE BOYS' AND GIRLS'
AID SOCIETY OF LOS ANGELES, and
DOES 1 through 20 inclusive,

Defendants.

Case No. 21STCV20832

**CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT**

Judge: Hon. Stuart M. Rice
Dept.: 1

Complaint Filed: June 3, 2021
Trial Date: TBD

INTRODUCTION

This Class and Representative Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff KAYLA BEREAL-MURRAY (“Class Representative” or “PLAINTIFF”), individually and on behalf of all putative class members and aggrieved employees, on the one hand, and Defendant FIVE ACRES - THE BOYS’ AND GIRLS’ AID SOCIETY OF LOS ANGELES (“Defendant” or “FIVE ACRES”), on the other hand. PLAINTIFF and FIVE ACRES are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to the terms and conditions set forth below and the Court’s approval. This Settlement Agreement completely resolves the wage and hour class and representative action filed by PLAINTIFF KAYLA BEREAL-MURRAY against Defendant FIVE ACRES on June 3, 2021, in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV20832.

I. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be applicable.

1. “Action” means the case entitled *Bereal-Murray v. Five Acres - The Boys’ And Girls’ Aid Society Of Los Angeles*, Case No. 21STCV20832, pending before the Court.

2. “Class” means all residential treatment counselors and crisis intervention specialists who were employed by FIVE ACRES during the Class Period. Members of the Class are referred to herein individually as a “Class Member” and collectively as “Class Members.” FIVE ACRES represents that the Class includes approximately 271 Class Members, who worked approximately 28,000 workweeks, as of February 28, 2022.

3. “Class List” means a list of Class Members that FIVE ACRES will compile from its records.

4. “Class Period” means the time period from December 7, 2016 to the date of Preliminary Approval, unless Defendant elects to limit the Class Period as provided in ¶ 41(b).

5. “Complaint” means the putative class action Complaint filed by Plaintiff in the Action on June 3, 2021, and includes the First Amended Complaint (“FAC”) filed by Plaintiff in the Action on January 7, 2022.

1 6. “Court” means the Superior Court of the State of California, County of Los
2 Angeles.

3 7. “Defendant’s Counsel” means Brian D. Martin, Esq. and Geoff D. La Val, Esq. of
4 Atkinson, Andelson, Loya, Ruud & Romo.

5 8. “Effective Date” means the latter of: (a) if no objections to the Settlement
6 Agreement are made in writing or at the hearing for Final Approval, the date the Court enters
7 Judgment and service of entry of judgment is received by Defendant; (b) if objections are made in
8 writing or at the hearing for Final Approval and overruled, and no appeal is taken of the order
9 granting Final Approval, then the Effective Date shall be three (3) calendar days after the deadline
10 to file an appeal of the order granting Final Approval; or (c) if one or more appeals are taken from
11 the Court’s overruling of any objections to the settlement, then the Effective Date shall be three
12 (3) calendar days after any appeal is dismissed or the order granting Final Approval of the
13 settlement is affirmed after an appeal, and the order granting Final Approval is not subject to
14 further review and becomes final.

15 9. “Final Approval” means the Court Order granting final approval of the Settlement
16 Agreement and entering final judgment thereon.

17 10. “Individual Settlement Payment” means each Participating Class Member’s and/or
18 PAGA Group member’s pro rata share of the Net Settlement Proceeds calculated in accordance
19 with the Individual Settlement Payment calculations described below.

20 11. “Maximum Settlement Amount” means the total amount subject to pro rata
21 increase, (separate and apart from employer payroll taxes for wage payments under the Settlement
22 Agreement) FIVE ACRES is required to pay under this Settlement Agreement, subject to
23 PLAINTIFF obtaining Final Approval and the Effective Date occurring. The Maximum
24 Settlement Amount includes only (and all subject to Court approval): (1) the attorneys’ fees of
25 Class Counsel; (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the
26 Class Representative; (4) the payment to the Labor Workforce and Development Agency
27 (“LWDA”) pursuant to PAGA; (5) all costs of administration, including, without limitation, the
28 Settlement Administrator’s fees and expenses; and (6) the Individual Settlement Payments paid to

1 Participating Class Members and PAGA Group Members.

2 12. "Net Settlement Amount" means the portion of the Maximum Settlement Amount,
3 less the amounts approved and awarded by the Court for: (1) the attorneys' fees of Class Counsel;
4 (2) the litigation costs and expenses of Class Counsel; (3) the Service Award to the Class
5 Representative; (4) the payment to the LWDA pursuant to PAGA; (5) all costs of administration,
6 including, without limitation, the Settlement Administrator's fees and expenses.

7 13. "Notice Deadline" means the date by which Class Members must submit to the
8 Settlement Administrator a valid request to be excluded from the settlement, object to the
9 settlement, or dispute the number of workweeks worked during the Class Period. If the date of the
10 Notice Deadline falls on a Sunday or federal holiday, the time to object will be extended to the
11 next calendar day on which the U.S. Postal Service is open.

12 14. "Notice of Settlement" means the notice the Court approves and orders to be sent to
13 all Class Members advising them of their rights under this Settlement Agreement. The Notice of
14 Settlement is attached hereto as Exhibit 1.

15 15. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
16 (Cal. Lab. Code §§ 2698, *et seq.*).

17 16. "PAGA Group" means all Class Members employed by FIVE ACRES during the
18 PAGA Period. Members of the PAGA Group are referred to herein individually as a "PAGA
19 Group Member" and collectively as "PAGA Group Members."

20 17. "PAGA Payment" means the amount the Parties agree to allocate from the
21 Maximum Settlement Amount in order to settle claims arising under PAGA.

22 18. "PAGA Period" shall mean the period from December 7, 2019 to the date of
23 Preliminary Approval, unless Defendant elects to limit the Class Period as provided in ¶ 41(b).

24 19. "Participating Class Members" or "Settlement Class" means all Class Members
25 who do not submit a valid request to be excluded from the settlement, consistent with the terms set
26 forth in this Settlement Agreement.

27 20. "Plaintiff's Counsel" or "Class Counsel" means Samuel A. Wong, Esq., Kashif
28 Haque, Esq., and Jessica Campbell, Esq., Aegis Law Firm, PC, counsel of record for PLAINTIFF.

1 21. “Preliminary Approval” means the Court Order granting preliminary approval of
2 the Settlement Agreement.

3 22. “Qualified Settlement Account” means the account established by the Settlement
4 Administrator into which the Maximum Settlement Amount and all employer payroll taxes
5 associated therewith shall be deposited by FIVE ACRES.

6 23. “Released Parties” means FIVE ACRES, its past, present, and/or future owners,
7 officers, directors, managing agents, donors, funders, state agencies, trustees, payroll processors,
8 independent contractors, members, managers, shareholders, employees, attorneys, insurers,
9 assigns, shareholders, successors, predecessors and agents, FIVE ACRES’s past, present, and/or
10 future parent, subsidiary, or affiliated entities, DBAs and franchisors, and each of their owners,
11 officers, directors, managing agents, trustees, payroll processors, independent contractors,
12 members, managers, employees, attorneys, insurers, assigns, shareholders, successors,
13 predecessors and agents.

14 24. “Released Claims” means any and all claims, damages, or causes of action alleged
15 in, or arising out of, the allegations in the COMPLAINT and FAC filed in the Action and the
16 PAGA NOTICE submitted by PLAINTIFF to the LWDA on or around June 1, 2021 and which
17 were alleged or that could have been alleged by PLAINTIFF and/or any Participating Class
18 Member in such complaints and/or the PAGA NOTICE based on any of the factual allegations
19 contained in such complaints and/or the PAGA NOTICE, including, but not limited to, claims
20 under state, federal (i.e., Fair Labor Standards Act (“FLSA”)) or local law, including, but not
21 limited to claims for unpaid wages, claims for the failure to pay minimum wages, claims for the
22 failure to pay overtime wages, claims related to missed meal and rest breaks or periods and
23 nonpayment of premium pay for such, failure to comply with itemized employee wage statement
24 provisions, failure to pay wages due at separation, failure to timely pay wages during employment,
25 failure to keep requisite payroll records, the failure to reimburse for business expenses, unfair
26 competition, the payment of any penalties (including PAGA). The Released Claims specifically
27 include, but are not limited to, all claims arising under California Labor Code sections 201, 202,
28 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,

1 1197.1, 1198, 1199, 2698 *et seq.*, 2800 and 2802, the Wage Orders of the California Industrial
2 Welfare Commission, California Business and Profession Code sections 17200, *et seq.*, California
3 Code of Civil Procedure section 1021.5, and California common law of contract, interest and
4 claims for attorney's fees relating in any way to those claims alleged and mentioned in the
5 complaint(s) and/or PAGA NOTICE.

6 25. "Released PAGA Claims" means any and all claims for civil penalties under
7 PAGA based on the California Labor Code violations alleged in the PAGA NOTICE sent by
8 Plaintiff to the LWDA; those being California Labor Code sections 201, 202, 203, 204, 210,
9 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
10 2800, 2802, 2698, *et seq.*, the IWC Wage Orders, as well as all facts, theories, or claims for civil
11 penalties that would be considered administratively exhausted under applicable law by the PAGA
12 NOTICE PLAINTIFF sent to the LWDA.

13 26. "Service Award" means an award approved by the Court to the Class
14 Representative in exchange for a general release, and in recognition of her efforts and work in
15 prosecuting the Action on behalf of all Class Members.

16 27. "Settlement Administrator" means a third-party class action settlement
17 administrator mutually agreed to by the Parties and approved by the Court for the purposes of
18 administering this settlement.

19 28. "Settlement Administration Costs" mean all the expenses payable from the
20 Maximum Settlement Amount to the Settlement Administrator for administering this Settlement
21 Agreement, including, but not limited to, calculating weeks of employment from the Class List,
22 printing, translating into foreign language, distributing and tracking forms for this settlement,
23 mailing notices, calculating awards, processing requests for exclusion and objections, performing
24 necessary skip traces on Notices of Settlement returned as undeliverable, mailing Participating
25 Class Members and PAGA Group Members settlement checks, issuing any required tax reporting
26 forms, distributing the Maximum Settlement Amount and Net Settlement Amounts and providing
27 necessary reports and declarations, as requested by the Parties, Class Counsel and Defendant's
28 Counsel, among other things in this Settlement Agreement.

29. “Workweeks” mean the total number of weeks Class Members worked at least one shift for FIVE ACRES in a non-exempt, hourly-paid position in California at any of its locations during the Class Period. Workweeks shall be calculated by counting the number of days between each Class Member’s first date employed by FIVE ACRES in a non-exempt, hourly-paid position during the Class Period and the last day they were employed by FIVE ACRES in a non-exempt, hourly-paid position during the Class Period, and dividing that sum by seven and rounding up to the nearest whole number

II. PROCEDURAL AND FACTUAL BACKGROUND

30. On or around June 1, 2021, PLAINTIFF submitted a notice to the LWDA announcing her intention to seek recovery of civil penalties for purported violations of the California Labor Code by FIVE ACRES and which attached a copy of a draft complaint (“PAGA NOTICE”).

31. On June 3, 2021, PLAINTIFF filed a putative class action Complaint (“COMPLAINT”) against FIVE ACRES alleging the following wage and hour claims: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to permit rest breaks; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; (6) failure to reimburse necessary business expenses; and (7) violation of Business and Professions Code §§ 17200. On January 7, 2022, PLAINTIFF filed a First Amended Complaint (“FAC”), which added an eighth cause of action for civil penalties under PAGA.

32. After the filing of the Action, PLAINTIFF and FIVE ACRES engaged in informal discovery including the production of policy records, time records, and payroll records for FIVE ACRES’s employees, as well as other data regarding FIVE ACRES’s employees. The Parties exchanged substantial informal discovery and engaged in conferences regarding PLAINTIFF’S claims and the claims of the alleged aggrieved employees, the value of those claims, and FIVE ACRES’s defenses to those claims.

33. On May 24, 2022, the Parties attended a day-long mediation with Hon. Steven R. Denton (Ret.), a respected mediator with substantial experience resolving employment class and

1 representative actions. The matter resolved in the days immediately following the mediation with
2 the help of Judge Denton for a maximum settlement amount of \$235,000.

3 34. FIVE ACRES denies any liability or wrongdoing of any kind associated with the
4 claims alleged in the PAGA NOTICE and the COMPLAINT and FAC, and further denies that the
5 Action is appropriate for class treatment for any purpose other than this settlement. FIVE ACRES
6 contends that it has complied with the California Labor Code at all times. It is FIVE ACRES's
7 position that, if this case were to be litigated, Plaintiff's individual claims would be compelled to
8 individual arbitration and the class members would not be able to pursue their individual claims as
9 a class because of their arbitration agreements. Further, even if the class claims were allowed to
10 proceed, class certification would be denied, and the PAGA claims would be found to be without
11 procedural and substantive merit.

12 35. The Parties expressly acknowledge this Settlement Agreement is entered into solely
13 for the purpose of compromising significantly disputed claims. The Action, the negotiation and
14 execution of this Settlement Agreement, and all acts performed or documents executed pursuant to
15 or in furtherance of the Settlement Agreement (i) shall not be used as an admission or evidence of
16 wrongdoing on behalf of FIVE ACRES; (ii) shall not be an admission or evidence of fault on
17 behalf of FIVE ACRES in any action before a civil, criminal, or administrative agency; and (iii)
18 shall not be deemed to be, and may not be used as, an admission or evidence of the
19 appropriateness of these or similar claims for class certification in the Action or with respect to
20 any other proceeding.

21 36. Class Counsel represent they have conducted a thorough investigation into the facts
22 and law during the prosecution of the Action, including the exchange of extensive informal
23 discovery and the review and verification of statistical data and other facts and information
24 provided by FIVE ACRES. Counsel for the Parties also represent they investigated the applicable
25 law as applied to the facts discovered regarding the alleged claims of PLAINTIFF, the putative
26 Class, allegedly aggrieved employees, and the potential defenses thereto.

27 37. Based on their own independent investigation and evaluation, Class Counsel are of
28 the opinion (and will so represent to the Court) that settlement for the consideration and on the

1 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
2 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
3 significant delay, the risk of successful motions to compel arbitration, the risk any class claims
4 would not be certified by the Court, and the risk of successful defenses asserted by FIVE ACRES.
5 FIVE ACRES and its counsel also agree (and will so represent to the Court) that this settlement is
6 fair and in the best interest of the Settlement Class.

7 38. The Parties agree the Class described herein may be certified for settlement
8 purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of the
9 Class is for purposes of the settlement only. If for any reason the settlement is not approved, the
10 certification will have no force or effect and will immediately be revoked. The Parties further
11 agree that certification for purposes of the settlement is in no way an admission that class
12 certification is proper under the more stringent standard applied for litigation and that evidence of
13 this limited stipulation for settlement purposes only will not be admissible for any purpose in this
14 or any other proceeding. The Parties further agree that by entering this settlement, FIVE ACRES
15 is not waiving any other defenses to the claims including, but not limited to, the right to compel
16 arbitration.

17 **III. TERMS OF AGREEMENT**

18 39. Terms of this Settlement Agreement are Subject to Court Approval. All terms set
19 forth in this Settlement Agreement are subject to Court approval. The Parties stipulate to class
20 certification for purposes of settlement only. PLAINTIFF shall apply to the Court for approval of
21 the Settlement Agreement and for class certification solely for purposes of effectuating this
22 settlement. FIVE ACRES shall not oppose such application, provided PLAINTIFF does not
23 deviate from this Settlement Agreement. If, for any reason, the settlement is not approved, the
24 stipulation to certification will be void. The Parties further agree that certification for purposes of
25 settlement is not an admission that class certification is proper under the standard applied to
26 contested certification motions and that this settlement will not be admissible in this, or in any
27 other, legal process or proceeding as evidence that (i) a class should be certified or (ii) FIVE
28 ACRES is liable to PLAINTIFF or any other Class Members

1 40. Overview of Payment Structure. This settlement is made on a non-reversionary
2 basis. This settlement shall consist of a Maximum Settlement Amount which, in turn, includes
3 only (and all subject to Court approval): (1) the attorneys' fees of Class Counsel; (2) the litigation
4 costs and expenses of Class Counsel; (3) the Service Award to the Class Representative; (4) the
5 payment to the LWDA pursuant to PAGA; (5) all costs of administration including, without
6 limitation, the Settlement Administrator's fees and expenses; and (6) the Individual Settlement
7 Payments paid to Participating Class Members and PAGA Group Members.

8 41. Payments Made by FIVE ACRES. The following are all amounts FIVE ACRES
9 will pay pursuant to this Settlement Agreement:

10 a. *Maximum Settlement Amount.* FIVE ACRES shall pay Two Hundred
11 Thirty-Five Thousand Dollars and Zero Cents (\$235,000.00), subject to pro rata increase to fund
12 settlement of the Action. The payments by FIVE ACRES pursuant to this Settlement Agreement
13 shall settle all claims released herein. The settlement payment is not being made for any other
14 purpose and will not be construed as compensation for determining eligibility for any health and
15 welfare benefits or unemployment compensation. The Maximum Settlement Amount shall also
16 include any interest that accrues in the Qualified Settlement Account created by the Settlement
17 Administrator.

18 b. *Pro Rata Increase.* If the number of Class Members exceeds 271 by more
19 than 20% (i.e. 326 Class Members), or the number of workweeks exceeds 28,000 by more than
20 20% (i.e. 33,600 workweeks), Defendant will have the option to either (a) accept the pro rata
21 increase such that the GSA increases, at a rate of \$867 per additional Class Member or at a rate of
22 \$8.39 per additional workweek, above the 20% threshold, whichever is greater, or (b) cut off the
23 Class Period and PAGA Period at the day before the pro rata increase would be triggered.

24 c. *Employer Payroll Taxes.* FIVE ACRES shall be responsible for paying
25 employer payroll taxes on wage payments made pursuant to the Settlement Agreement in addition
26 to the Maximum Settlement Amount.

27 d. *No Other Amounts.* FIVE ACRES is under no obligation under this
28 Settlement Agreement to pay, and shall not pay, anything other than the Maximum Settlement

1 Amount and the employer payroll taxes referred to above.

2 42. Funding and Disbursement of Payments Made by FIVE ACRES. FIVE ACRES
3 shall deposit the Maximum Settlement Amount, plus all employer taxes due on wage payments to
4 be made under this Settlement Agreement, with the Settlement Administrator no later than sixty
5 (60) calendar days after the Effective Date. The Settlement Administrator shall disburse the
6 Maximum Settlement Amount to the recipients designated herein no later than fifteen (15)
7 calendar days after FIVE ACRES's payment above.

8 43. Payment of Class Counsel's Attorneys' Fees and Litigation Costs and Expenses.
9 FIVE ACRES agrees not to object to, undermine or oppose any application or motion by Class
10 Counsel for an award of attorneys' fees not to exceed \$78,333.33 or 33.33% of the Maximum
11 Settlement Amount, and reasonable litigation-related costs and expenses not to exceed \$20,000
12 which is subject to review and final approval by the Court. If approved, the Court's award of
13 attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel shall be paid
14 from the Maximum Settlement Amount. Any portion of the amounts sought by Class Counsel not
15 awarded by the Court shall revert back to the Net Settlement Amount for distribution to
16 Participating Class Members, and will not revert to FIVE ACRES under any circumstance. The
17 attorneys' fees and litigation costs and expenses of Class Counsel include, without limitation, all
18 such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting
19 the settlement, securing Court approval of the settlement, and obtaining judgment in the Action.
20 Neither Plaintiff nor Class Counsel will be entitled to any other attorney fees or costs from FIVE
21 ACRES other than awarded by the Court pursuant to this Settlement Agreement. Class Counsel
22 shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant
23 to this paragraph. IRS Form 1099 shall be provided to Class Counsel for the payments made
24 pursuant to this paragraph.

25 44. Service Award. FIVE ACRES agrees not to oppose or object to any application or
26 motion for Service Award to the Class Representative in an amount equal to or less than \$5,000,
27 which shall be payable from the Maximum Settlement Amount and shall be in addition to payment
28 of the Individual Settlement Payment payable to PLAINTIFF, and is further consideration for

1 settling this matter and in exchange for the release of all claims by Participating Class Members.
2 The Settlement Administrator shall issue an IRS Form 1099 for the Service Award. The Class
3 Representative shall be solely and legally responsible to pay any and all applicable taxes on any
4 payment made pursuant to this paragraph. Any reduction in the amount of the Service Award by
5 the Court shall remain in the Net Settlement Amount to be distributed to Participating Class
6 Members.

7 45. PAGA Payment. The Parties agree that Sixteen Thousand Dollars and Zero Cents
8 (\$16,000.00) shall be allocated to settle the claims pursuant to the PAGA. Of this amount,
9 seventy-five percent (75%) or \$12,000 shall be made payable to the LWDA and twenty-five
10 percent (25%) or \$4,000 shall be distributed to PAGA Group Members as part of the Net
11 Settlement Amount. The amount of any reduction of the PAGA Payment by the Court shall
12 remain in the Net Settlement Amount to be distributed to Participating Class Members.

13 46. Settlement Administration Costs. Subject to Court approval, the Parties have
14 agreed that ILYM Group, Inc. will serve as a neutral third-party claims or settlement administrator
15 to perform all acts required by the Settlement Agreement. The Parties each represent they do not
16 have any financial interest in the Settlement Administrator or otherwise have a relationship with
17 the Settlement Administrator that could create a conflict of interest. The Settlement Administrator
18 shall be paid for the Settlement Administration Costs. Settlement Administration Costs are
19 expected to total no more than \$8,000. Any portion of the Settlement Administration Costs which
20 is not used shall be returned to the Net Settlement Amount for pro rata distribution to Participating
21 Class Members, and will not revert to FIVE ACRES under any circumstance. The Settlement
22 Administration Costs shall be paid from the Maximum Settlement Amount and shall cover all
23 costs of the administration of the settlement. No fewer than twenty (20) calendar days prior to the
24 Final Approval hearing, the Settlement Administrator shall provide the Court and all counsel for
25 the Parties with a statement detailing the Settlement Administration Costs. The Parties agree to
26 cooperate in the settlement administration process and to make all reasonable efforts to control and
27 minimize the costs and expenses incurred in the administration of the settlement. An IRS Form
28 1099 shall be issued to the Settlement Administrator.

1 47. Net Settlement Amount. The Net Settlement Amount shall be available for
2 distribution to Participating Class Members and PAGA Group Members in accordance with the
3 notice procedure and formula set forth in this Settlement Agreement.

4 **IV. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND**
5 **BETWEEN PRELIMINARY AND FINAL APPROVAL**

6 48. Promptly after the execution of this Settlement Agreement, Class Counsel shall
7 move the Court for Preliminary Approval of the Settlement and obtain entry of an order
8 accomplishing the following:

9 a. Provisionally certifying the Action under California law as a class action for
10 purposes of this settlement only;

11 b. Preliminarily approving the settlement subject only to objections of Class
12 Members, the terms of the Parties' Settlement Agreement, and final approval by the Court;

13 c. Approving as to form and content the proposed Notice of Settlement
14 attached hereto as Exhibit 1;

15 d. Directing the mailing of the Notice of Settlement by first-class mail to the
16 Class Members;

17 e. Preliminarily appointing PLAINTIFF as a Class Representative and
18 Plaintiff's Counsel as Class Counsel (only for purposes of effectuating and implementing this
19 Settlement Agreement);

20 f. Preliminarily approving the application for payment of reasonable
21 attorneys' up to a maximum amount of \$78,333.33 or 33.33% of the Maximum Settlement
22 Amount; and reimbursement of reasonable litigation-related costs and expenses not to exceed
23 \$20,000 payable to Class Counsel;

24 g. Preliminarily approving the Service Award to the Class Representative up
25 to a maximum amount of \$5,000;

26 h. Preliminarily approving settlement administration services by Settlement
27 Administrator and its estimated Settlement Administration Costs of up to \$8,000.

28 ///

1 i. Preliminarily approving the allocation of civil penalties pursuant to PAGA
2 in the amount of \$16,000, seventy-five percent (75%) of which or \$12,000 shall be payable to the
3 LWDA and twenty-five percent (25%) of which or \$4,000 shall be distributed to PAGA Group
4 Members from the Net Settlement Amount; and

5 j. Scheduling a hearing for Final Approval on the question whether the
6 proposed settlement should be finally approved as fair, reasonable and adequate to Class
7 Members.

8 k. The form and content of the proposed Preliminary Approval order is
9 attached as Exhibit 2 to this Settlement Agreement.

10 49. PLAINTIFF shall submit this Settlement Agreement in support of the Motion for
11 Preliminary Approval. Class Counsel shall not file said motion or any other documents associated
12 with same unless and until Defendant's Counsel has approved the contents thereof.

13 50. PLAINTIFF shall also submit this Settlement Agreement to the LWDA (as
14 required by Labor Code § 2699(1)(2)).

15 51. Class Counsel will file a Motion for Final Approval of the Settlement and
16 supporting documents with the Court no later than sixteen (16) court days prior to the Final
17 Approval Hearing. Supporting documents shall include, but are not limited to: (a) a declaration by
18 the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement
19 required to be mailed to Class Members by this Settlement Agreement, and of the delivery results
20 of the Settlement Administrator's mailings, including tracing and re-mailing efforts; and (b) a
21 proposed Order and Judgment granting Final Approval. Class Counsel will send Defendant's
22 Counsel the final approval motion for review and approval prior to the filing of same.
23 Defendant's Counsel shall have at least five (5) business days in which to review and approve the
24 Motion for Preliminary Approval and the Motion for Final Approval.

25 52. FIVE ACRES will not object to or oppose Preliminary or Final Approval of the
26 settlement, including application by Class Counsel for the Service Award, attorneys' fees and
27 reimbursement of litigation-related costs and expenses as set forth above, provided the motions do
28 not deviate from the terms of this Settlement Agreement.

1 53. Class Counsel will submit with the motion for Final Approval a proposed Order
2 and Judgment granting Final Approval. The proposed Order and Judgment granting Final
3 Approval shall include the following findings and orders:

4 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable
5 and adequate, and directing that its terms and provisions be carried out;

6 b. Approving payment of the Service Award to the Class Representative;

7 c. Approving Class Counsel's application for an award of reasonable
8 attorneys' fees and reimbursement of reasonable litigation-related costs and expenses;

9 d. Approving the Settlement Administration Costs;

10 e. Approving payment of civil penalties to the LWDA and the PAGA Group
11 Members;

12 f. Ordering the payment of Individual Settlement Payments in accordance
13 with the terms of this Agreement;

14 g. Listing the individuals who opted-out of the Settlement and will not be
15 included in the releases or bound by the Judgment.

16 h. Entering Final Approval releasing all Released Claims of the Participating
17 Class Members against all Released Parties;

18 i. Entering judgment in this Action in accordance with this Settlement
19 Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h);

20 j. Requiring the Settlement Administrator to post a copy of the Judgment on
21 its website for a period of at least 30 days from the date the Judgment is executed in compliance
22 with Cal. Rules of Court, Rule 3.771(b); and

23 k. Providing that the Court will retain jurisdiction to oversee administration
24 and enforcement of the terms of the settlement and the Court's orders; and

25 l. The form and content of the proposed Order and Judgment granting Final
26 Approval is attached as Exhibit 3 to this Settlement Agreement.

27 ///

28 ///

V. DUTIES OF THE PARTIES AFTER FINAL APPROVAL

54. Following entry of the Court's Order and Judgment granting Final Approval of the Settlement Agreement, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including, but not limited to the following:

a. Class Counsel will immediately file and serve a written Notice of Entry of judgment or a filed-endorsed copy of the judgment, accompanied by proof of service, on any person who objected to the settlement in writing or at the hearing on the Motion for Final Approval;

b. Should an appeal be taken from the Order and Judgment granting Final Approval of the Settlement Agreement, all Parties will support the Order and Judgment granting Final Approval on appeal;

c. Class Counsel and Defendant's Counsel will reasonably assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and PAGA Group Members entitled to payments from the Net Settlement Amount and assuring delivery of such payments;

d. Class Counsel and Defendant's Counsel will reasonably assist the Settlement Administrator as needed or requested in responding to late requests for payments from the Net Settlement Amount;

e. Class Counsel and Defendant's Counsel will ensure that the Settlement Administrator will certify to the Court completion of all payments required to be made by this Settlement Agreement.

VI. PROCEDURE AND ADDITIONAL TERMS

55. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure:

a. *Delivery of the Class List.* Within fifteen (15) calendar days from Class Counsel providing notice to Defendant's Counsel that the order granting preliminary approval has been provided to the Settlement Administrator, FIVE ACRES shall provide the Class List to the Settlement Administrator. The Class List shall contain (to the extent available in FIVE ACRES's

1 business records) Class Members' full name, last known addresses, social security numbers, and
2 workweeks in the Class Period, and workweeks in the PAGA Period. The Class List information
3 shall remain confidential and shall not be disclosed to anyone, including Class Counsel, except to
4 carry out reasonable efforts described below, or pursuant to express written authorization by FIVE
5 ACRES. The Settlement Administrator shall use due care with respect to the storage, custody, use,
6 and/or dissemination of the confidential information. The Settlement Administrator will perform
7 address updates and verifications as necessary prior to the first mailing.

8 b. *Notice.* A notice of pendency of class action, proposed settlement and
9 hearing date for Court approval (previously defined as Notice of Settlement), substantially in the
10 form attached hereto as Exhibit 1 and as approved by the Court, shall be sent by the Settlement
11 Administrator to the Class Members (in English and Spanish), by first class mail, within fifteen
12 (15) calendar days after receipt of the Class List. The Notice of Settlement shall be sent via
13 regular First Class U.S. Mail, using the most updated mailing addresses, and notify Class
14 Members of the terms of the settlement, their ability to object to the settlement in writing and/or in
15 person, and their ability to submit a Request for Exclusion. The Notice of Settlement will further
16 inform Class Members of the Court-established deadlines for filing objections and requesting to be
17 excluded from the Class. The Notice of Settlement will also include the calculation of Workweeks
18 during the applicable Class Period and calculation of the Class Member's estimated payment
19 (which will be based upon the assumption that the requests for attorney's fees and costs and the
20 Service Award is awarded in full).

21 c. *Procedure for Lost and Undeliverable Notices.* Any Notice of Settlement
22 returned to the Settlement Administrator as non-delivered on or before the Notice Deadline shall
23 be sent to the forwarding address affixed thereto, if a forwarding address is provided. If no
24 forwarding address is provided, the Settlement Administrator shall promptly, but no later than
25 fifteen (15) business days of receiving notice that the Notice of Settlement was undeliverable,
26 attempt to determine a correct mailing address using a skip-trace, or similar search, using the
27 name, address and/or social security number of the Class Member involved, and promptly re-mail
28 the Notice of Settlement. If after the Notice of Settlement is still returned to the Settlement

1 Administrator as non-deliverable after re-mailing, that individual will be deemed a Participating
2 Class Member for purposes of the Released Claims (as defined below), and the Settlement
3 Administrator will have no further obligation to obtain the Class Member's current address. The
4 Notice Deadline for any Class Member who is re-mailed a Notice of Settlement shall be extended
5 twenty-one (21) calendar days from the date of the re-mailing or the original sixty (60) calendar
6 day deadline, whichever is later.

7 56. Request for Exclusion Procedure. The Notice of Settlement shall provide Class
8 Members with instructions on how to exclude themselves or "opt out" if they do not wish to
9 participate in this settlement.

10 a. Class Members who wish to opt out of this settlement must mail a written
11 request to be excluded from the Settlement ("Request for Exclusion") to the Settlement
12 Administrator no later than sixty (60) calendar days after the initial mailing of the Class Notice,
13 unless extended pursuant to a re-mailing, or unless the Court requires a longer period, in which
14 case the Court-ordered deadline period will apply. To be valid, a Request for Exclusion must
15 include the Class Member's name, signature, the last four digits of their Social Security Number,
16 and a clear statement indicating they wish to be excluded from the settlement. In order to be valid,
17 a Class Member's Request for Exclusion must be postmarked, faxed, or e-mailed to the Settlement
18 Administrator no later than the Notice Deadline.

19 b. Within ten (10) calendar days after receipt by the Settlement Administrator
20 of each timely-submitted Request for Exclusion, the Settlement Administrator will send a
21 deficiency notice to such Class Members requesting exclusion and note any irregularities in the
22 Request for Exclusion (such as failure to sign or include last four (4) digits of the Class Member's
23 social security number). The deficiency notice will provide the Class Members no more than ten
24 (10) calendar days from the mailing of the deficiency notice to resubmit a revised Request for
25 Exclusion that cures all deficiencies. The failure of a Class Member to cure all deficiencies in a
26 timely manner shall invalidate the Request for Exclusion and will not be subject to cure.

27 c. A Class Member who does not properly and timely submit a Request for
28 Exclusion of the Settlement Agreement in the manner and by the deadline specified above will

1 automatically become a Participating Class Member and will be bound by all terms and conditions
2 of the Settlement Agreement, including its release of claims, if the Settlement Agreement is
3 approved by the Court, and be bound by the Final Approval Order, regardless of whether he or she
4 has objected to the Settlement Agreement. In consideration for settlement and release of all claims
5 of the Participating Class Members against FIVE ACRES, each Participating Class Member will
6 receive a pro rata share of the Net Settlement Amount.

7 d. A Class Member who properly and timely submits a Request for Exclusion
8 of the Settlement Agreement will not become a Participating Class Member, will not be bound by
9 the Settlement Agreement, and will not have a right to appear at the Final Approval hearing to
10 have any objections to the settlement heard by the Court.

11 e. To the extent any Class Member submits a Request for Exclusion, that
12 Class Member's unclaimed portion shall be reallocated to the Net Settlement Amount. Increases
13 to Participating Class Member payments shall be allocated on a proportional basis based on the
14 size of each Participating Class Member's Workweeks.

15 f. Counsel for the Parties shall not discourage any Class Member from
16 participating in, objecting to or opting out of the settlement.

17 g. If more than fifteen (15) Class Members timely and properly submit a
18 Request for Exclusion, then FIVE ACRES shall have the right, in its sole discretion, to void and
19 revoke the Settlement Agreement and its stipulation to class certification. All signatories and their
20 counsel must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly
21 or indirectly, through any means. Objective statements to Class Members who call Class Counsel
22 with inquiries regarding the settlement, or the exercise of Class Counsel's ethical obligations, shall
23 not be deemed a violation of the prohibitions contained herein. In the event of such a rescission,
24 no party may use the fact that the Parties agreed to settle this case as evidence of FIVE ACRES's
25 liability in this Action or the lack thereof.

26 h. The Settlement Administrator will notify the Parties of the total number of
27 valid Requests for Exclusion forms and identify the individuals who submitted a request for
28 exclusion within ten (10) calendar days after the Notice Deadline. FIVE ACRES shall have five

(5) business days to notify Class Counsel in writing of FIVE ACRES's intent to revoke the Settlement Agreement, including conditional class certification. FIVE ACRES agrees to pay Settlement Administrator costs if it revokes the Settlement Agreement. FIVE ACRES's deadline to notify Class Counsel of the intent to revoke the Settlement Agreement will be extended, if at the time of the Notice Deadline there are sufficient Class Members to exceed the 15 Class Member threshold whose deadline to provide a Request for Exclusion was extended because of a re-mailed Notice of Settlement, to five (5) business days after the last extended deadline to provide a Request for Exclusion.

i. Class Members who are also PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a request for exclusion.

57. Objection Procedure. Class Members who wish to object to this settlement should notify the Settlement Administrator in writing, via mail, e-mail, or fax, that they object to the settlement by the Notice Deadline. In order to be valid, a Class Member's objection to the settlement must be postmarked, faxed, or e-mailed to the Settlement Administrator no later than the Notice Deadline. The Settlement Administrator shall notify and submit a copy of the objection to Class Counsel and Defendant's Counsel forthwith and Class Counsel shall lodge a copy of the objection with the Court. Any objection sent to the Settlement Administrator must be postmarked no later than the Notice Deadline, unless the Court requires a longer period, in which the Court ordered objection period will apply. The objection should provide the name of the Class Member, all facts and reasons why the Class Member is objecting to the settlement along with any legal authority, and signed by the Class Member. Class Members shall be permitted to rescind their objections in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day before the Court's Final Approval hearing or as otherwise ordered by the Court. Whether or not they timely submit a written objection, Class Members may appear at the Final Approval hearing to have their objections heard by the Court.

1 58. Disputed Information on Notice of Settlement. Each Class Member shall have an
2 opportunity to dispute the number of Workweeks attributed to him or her as identified in the Class
3 Notice. To the extent a Class Member disputes number of Workweeks identified and listed in the
4 Class Notice, the Class Member may produce evidence to the Settlement Administrator showing
5 that such information is inaccurate. In order to be valid, a Class Member's dispute the number of
6 Workweeks, and the evidence in support of such dispute, must be received by the Settlement
7 Administrator no later than the Notice Deadline. Absent evidence rebutting FIVE ACRES's
8 records, FIVE ACRES's records will be presumed determinative. Defense Counsel and Class
9 Counsel shall jointly determine the number of eligible Workweeks that should apply. If the
10 Defense Counsel and Class Counsel cannot agree the dispute will be submitted to the Court.

11 59. The Settlement Terms Bind All Class Members Who Do Not Submit a Timely and
12 Valid Request for Exclusion. Any Class Member who does not affirmatively opt-out of the
13 Settlement Agreement by submitting a timely and valid Request for Exclusion consistent with the
14 terms of this Settlement Agreement shall be bound by all of its terms, including those pertaining to
15 the Released Claims (as defined below), as well as any Final Approval that may be entered by the
16 Court when it grants Final Approval of the settlement.

17 60. Certification Reports Regarding Requests for Exclusion, Disputes, and
18 Undeliverable Notices. The Settlement Administrator shall provide Defendant's Counsel and
19 Class Counsel a weekly report which certifies: (a) the number of Class Members who have
20 submitted a valid or defective Request for Exclusion; (b) the number of Class Member who have
21 disputed the number of Workweeks contained in their Notice of Settlement; and (c) the number of
22 returned, undeliverable and/or re-mailed Notices of Settlement. Additionally, the Settlement
23 Administrator shall provide to Defendant's Counsel and Class Counsel any updated reports
24 regarding the administration of the Settlement Agreement as needed or requested.

25 61. Individual Settlement Payment Calculations. The Settlement Administrator shall
26 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
27 terms of this Settlement Agreement. Should any question arise regarding the determination of
28 eligibility for participation in the settlement or the amount of any Individual Settlement Payment

1 under the terms of this Settlement Agreement, Class Counsel and Defendant's Counsel will meet
2 and confer and attempt to reach agreement. Any unresolved disputes concerning the
3 administration of the Settlement Agreement will be resolved by the Court, under the laws of the
4 State of California.

5 62. Method of Calculating the Individual Settlement Payments: Individual Settlement
6 Payments will be calculated as follows:

7 a. *PAGA Group Members.* The Settlement Administrator will calculate the
8 total Workweeks for all PAGA Group Members by adding the number of workweeks worked by
9 each PAGA Group Member during the PAGA Period. The amount that each PAGA Group
10 Member will be eligible to receive will be calculated by dividing each PAGA Group Member's
11 individual Workweeks by the total Workweeks of all PAGA Group Members, and multiplying the
12 resulting fraction by \$4,000. The Settlement Administrator will determine the total number of
13 qualifying Workweeks for each PAGA Group Member which will be finalized after approval by
14 the Parties.

15 b. *Participating Class Members.* The Settlement Administrator will calculate
16 the total Workweeks for all Participating Class Members by adding the number of workweeks
17 worked by each Participating Class Member during the Class Period. The amount that each
18 Participating Class Member will be eligible to receive will be calculated by dividing each
19 Participating Class Member's individual Workweeks by the total Workweeks of all Participating
20 Class Members, and multiplying the resulting fraction by the Net Settlement Amount less the
21 \$4,000. The Settlement Administrator will determine the total number of qualifying Workweeks
22 for each Participating Class Member which will be finalized after approval by the Parties.

23 c. *Calculation of Individual Settlement Payment.* For Participating Class
24 Members who are also PAGA Group Members the Individual Settlement Payment will be the sum
25 of the amounts calculated for that Class Member in paragraphs 62.a. and 62.b. For Participating
26 Class Members who not are also PAGA Group Members the Individual Settlement Payment will
27 be the amount calculated for that Class Member in paragraph 62.b. For PAGA Group Members
28 who are not also Participating Class Members, the Individual Settlement Payment will be the

1 amount calculated for that PAGA Group Member in paragraphs 62.a. The Settlement
2 Administrator will determine the amounts of the payments to each Class Member will be finalized
3 after approval by the Parties.

4 63. Allocation and Tax Treatment of Individual Settlement Payments. Individual
5 Settlement Payments shall be allocated as follows: One hundred percent (100%) of the PAGA
6 Group Members share of the PAGA Payment shall be civil penalties; Ninety percent (90%) of the
7 Individual Settlement Payment (excluding any portion of the share of the PAGA Payment) to
8 Participating Class Members as wages; and Ten percent (10%) of the Individual Settlement
9 Payment (excluding any portion of the share of the PAGA Payment) to Participating Class
10 Members as non-wage statutory damages and interest. Portions of each Individual Settlement
11 Payment allocated as wages will be reported on an IRS Form W-2. Portions allocated as non-wage
12 statutory damages and interest, and those portions allocated as PAGA penalties, will be reported
13 on an IRS Form 1099.

14 64. Payment of Individual Settlement Payments. The Settlement Administrator shall
15 have the authority and obligation to make all payments, credits and disbursements, calculated in
16 accordance with the methodology set forth in this Settlement Agreement and orders of the Court.
17 The Settlement Administrator's duties will include reporting payment of the Individual Settlement
18 Payments to all required taxing and other authorities, taking appropriate withholding from the
19 Individual Settlement Payments, and issuing the appropriate IRS Forms W-2 and 1099. No person
20 shall have any claim against FIVE ACRES, Defendant's Counsel, PLAINTIFF, Class Counsel, the
21 Settlement Administrator, or any Participating Class Member and/or PAGA Group Member based
22 on distributions and payments made in accordance with this Settlement Agreement.

23 65. No Credit Toward Employer Provided Benefit Plans. All Individual Settlement
24 Payments to Participating Class Members and PAGA Group Members shall be deemed to be
25 income to such Participating Class Members or PAGA Group Members solely in the year in which
26 such awards actually are received by the Participating Class Members and PAGA Group
27 Members. It is expressly understood and agreed that the receipt of such Individual Settlement
28 Payments will not entitle any Participating Class Member or PAGA Group Member to additional

1 compensation or benefits under any company bonus, paid time off (including vacation and sick
2 leave), or other compensation or benefit plan or agreement in place during the period covered by
3 the Settlement Agreement, nor will it entitle any Participating Class Member or PAGA Group
4 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
5 compensation benefits. It is the intent of this Settlement Agreement that the Individual Settlement
6 Payments provided for in this Agreement are the sole payments to be made by FIVE ACRES to
7 the Participating Class Members and PAGA Group Members in connection with this Settlement
8 Agreement, and that the Participating Class Members and PAGA Group Members are not entitled
9 to any new or additional compensation or benefits as a result of having received the Individual
10 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
11 compensation plan document that might have been in effect during the period covered by this
12 Settlement Agreement).

13 66. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT
14 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
15 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
16 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
17 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
18 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
19 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
20 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
21 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
22 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
23 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
24 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
25 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
26 THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
27 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
28 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
2 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
3 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
4 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
5 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
6 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT
7 OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
8 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

9 67. Non-Negotiated Settlement Checks. Participating Class Members and PAGA
10 Group Member must cash each of their Individual Settlement Payment checks within one hundred
11 eighty (180) calendar days after they are mailed by the Settlement Administrator. The Parties
12 agree that any uncashed checks, subject to Court approval, shall be distributed to the Controller of
13 the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
14 §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Group Members
15 who did not cash their checks until such time that they claim their property. The Parties agree that
16 this disposition results in no "unpaid residue" under California Civil Procedure Code section 384,
17 as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA
18 Group Members.

19 68. Settlement Administrator's Final Report(s). Not less than ten (10) calendar days
20 after the Notice Deadline, the Settlement Administrator shall report to Defendant's Counsel and
21 Class Counsel: (i) the names of individuals who opted-out of the settlement; (ii) the Individual
22 Settlement Payments owed to each Participating Class Member and/or PAGA Group Member; and
23 (iii) the final number of Class Members who have submitted objections and/or valid Requests for
24 Exclusion requests from the settlement. Upon completion of administration of the settlement, the
25 Settlement Administrator will provide a written declaration under oath to certify such completion
26 to the Court and counsel for all Parties. Additionally, once FIVE ACRES fully funds the
27 Maximum Settlement Amount and payroll taxes, the Settlement Administrator will provide a
28 written declaration under oath to certify FIVE ACRES's full and final satisfaction of the

1 Maximum Settlement Amount and payroll taxes and for FIVE ACRES's use and records.

2 69. Release of Claims. Upon the funding of the Maximum Settlement Amount and all
3 applicable employer-side payroll taxes, and except as to such rights or claims as may be created by
4 this Settlement Agreement, each and every Participating Class Member, on behalf of themselves
5 and their heirs and assigns, releases the Released Parties from the Released Claims that arose
6 during the Class Period. A Participating Class Member's cashing of the settlement check will be
7 considered a consent and opt-in to the settlement of all federal wage and hour claims under the
8 FLSA which are encompassed within these Released Claims, and each Participating Class
9 Member who cashes his or her settlement check will waive his or her rights to bring such claims
10 under the FLSA which arose during the Class Period. A Participating Class Member who does not
11 cash his or her settlement check will retain all rights and claims under the FLSA. However, the
12 settlement will still discharge and extinguish the claims described herein under California law,
13 including those for Participating Class Members who do not cash their settlement checks or who
14 do not opt out of the settlement.

15 70. Release of PAGA Claims. Upon the funding of the Maximum Settlement Amount
16 and all applicable employer-side payroll taxes, and except as to such rights or claims as may be
17 created by this Settlement Agreement, each and every PAGA Group Member, on behalf of
18 themselves and their heirs and assigns, and Plaintiff, on behalf of the State of California, releases
19 the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

20 71. General Release by Class Representative Only. Upon the funding of the Maximum
21 Settlement Amount and all applicable employer-side payroll taxes, the Class Representative
22 individually releases the Released Claims against the Released Parties, and makes the additional
23 following General Release in favor of the Released Parties:

24 a. Class Representative individually hereby unconditionally waives and
25 forever releases, waives, discharges, any and all demands, damages, debts, liabilities, contracts,
26 obligations, actions, causes of action and claims of every kind, nature, and description whatsoever,
27 whether now known or unknown, suspected or unsuspected, including in equity or otherwise,
28 which she ever had or now has against the Released Parties arising or accruing at any time prior to

the Effective Date, including without limitation any matter, cause or claim arising out of or related to facts or events occurring prior to the execution of this Settlement Agreement, and/or related to her employment with FIVE ACRES and her separation therefrom. At a minimum, the claims released by the Class Representative include but are not limited to: (a) any claims that were or could have been brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800 and 2802, the Wage Orders of the California Industrial Welfare Commission, the FLSA, and all related or corresponding federal laws, and all implementing regulations and interpreting guidance; (b) any claims that were or could have been brought under California Corporations Code, and California Business and Professions Code, including but not limited to California Business and Professions Code section 17200 *et seq.* as unlawful, fraudulent or misleading based on the claims, facts and allegations alleged in the Action (including, but not limited to, claims of conduct unlawful under state or federal law); (c) any other causes of action, including those seeking premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or common law; (d) any claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any other claims the Class Representative could have made related to her employment with FIVE ACRES. The Class Representative may hereafter discover facts in addition to or different from those which she now knows or believes to be true, but stipulates and agrees that, upon the funding of the Maximum Settlement Amount and all applicable employer-side payroll taxes, she fully, finally, and forever settles and releases any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. PLAINTIFF is deemed, by operation of the Order granting Final Approval, to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim.

///

b. Class Representative acknowledges that she has had the opportunity to review, and has reviewed, California Civil Code section 1542, which provides:

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

Being fully informed of this provision of the Civil Code and understanding its provisions, the Plaintiff and Class Representative agrees to waive any rights under that section, and acknowledges that this Settlement Agreement and the release contained herein extends to all claims that she has or might have against the Released Parties, including those which are presently unknown to her or that she does not know or suspect to exist, which, if known by her, might have affected her settlement with, and release of, the Released Parties or might have affected her decision.

72. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark a request to be excluded from or objection to the Settlement Agreement, and with the Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness of the settlement, along with the amounts properly payable for (a) Individual Settlement Payments; (b) the Class Representative Service Award; (c) Class Counsel's attorneys' fees and litigation costs and expenses; (d) Settlement Administration Costs; and (e) the PAGA Payment. Class Counsel will be responsible for drafting the attorneys' fees and costs application/motion to be heard at the Final Approval hearing, which such application/motion may be part of the Class Representative's motion for final approval.

73. Judgment and Continued Jurisdiction. Upon Final Approval of the settlement by the Court or at the time of or subsequent to the Final Approval hearing, the Parties shall present a Final Approval to the Court for approval and entry. After entry of the Final Approval, the Court shall have continuing jurisdiction under Code of Civil Procedure section 664.6 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b) Settlement Administration matters, (c) failure to timely pay all amounts owed by Defendant, and (d) such post-Final Approval matters as may be appropriate under court rules or as set forth in this

1 Settlement Agreement.

2 74. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
3 their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the
4 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a
5 Request for Exclusion or written objections to the Settlement Agreement or to appeal from the
6 Court's Final Approval.

7 75. Interim Stay of Proceedings. Pending completion of the settlement process, the
8 Parties agree to a stay of all proceedings in the Action except such as are necessary to implement
9 the Settlement itself and the Parties agree to refrain from further litigation of this matter, except as
10 to proceedings necessary to implement and obtain an order granting Final Approval of the terms of
11 the settlement.

12 76. Nullification of Settlement Agreement. In the event: (i) FIVE ACRES timely and
13 properly revokes this Settlement Agreement as set forth in paragraph 56.(g). herein; (ii) the Court
14 does not finally approve the Settlement Agreement as provided herein; (iii) the Court does not
15 enter Final Approval as provided herein, which becomes final as a result of the occurrence of the
16 Effective Date; or (iv) the Settlement Agreement does not become final for any other reason, this
17 Settlement Agreement shall be null and void and any order or judgment entered by the Court in
18 furtherance of this Settlement Agreement shall be treated as void from the beginning. In such a
19 case, the Parties shall be returned to their respective statuses as of the date and time immediately
20 prior to the execution of this Settlement Agreement and the Parties shall proceed in all respects as
21 if this Settlement Agreement had not been executed (and the terms and existence of the Settlement
22 Agreement will be confidential). In the event an appeal is filed from the Court's Final Approval,
23 or any other appellate review is sought prior to the Effective Date, administration of the Settlement
24 Agreement shall be stayed pending final resolution of the appeal or other appellate review (unless
25 otherwise agreed to by the Parties).

26 77. No Admission. Nothing contained herein, nor the consummation of this Settlement
27 Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or
28 wrongdoing on the part of FIVE ACRES or any of the other Released Parties. FIVE ACRES

specifically denies any and all liability. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement, including but not limited to use as a bar or affirmative defense, in whole or in part, to other or future claims or actions.

78. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

79. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:	To Defendant's Counsel:
Samuel A. Wong (SBN 217104) swong@aegislawfirm.com Kashif Haque (SBN 218672) khaque@aegislawfirm.com Jessica Campbell (SBN 280626) jcampbell@aegislawfirm.com Aegis Law Firm, PC 9811 Irvine Center Drive Suite 100 Irvine, CA 92618 T: (949) 379-6250 F: (949) 379-6251	Brian D. Martin (SBN 199255) Brian.Martin@aalrr.com Geoffrey D. La Val (SBN 279987) Geoffrey.LaVal@aalrr.com Atkinson, Andelson, Loya, Ruud & Romo 4275 Executive Square, Suite 700 La Jolla, CA 92037-1477 T: (858) 485-9526 F: (858) 485-9412

80. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Participating Class Members and PAGA Group Members are not relying on any statement or representation by the Parties in this regard.

1 Participating Class Members and PAGA Group Members understand and agree that Participating
2 Class Members and PAGA Group Members will be solely responsible for the payment of any
3 taxes and penalties assessed on the payments described herein.

4 81. Headings. The descriptive headings of any paragraphs or sections of this
5 Settlement Agreement are inserted for convenience of reference only and do not constitute a part
6 of this Settlement Agreement, and in no way, define, limit, extend, or describe the scope of this
7 Settlement Agreement or any provision herein.

8 82. Amendment or Modification. Unless otherwise provided herein, this Settlement
9 Agreement may be amended or modified only by a written instrument signed by counsel for all
10 Parties or their successors-in-interest, and approved by the Court.

11 83. Entire Agreement. This Settlement Agreement, any supplemental written
12 agreement subsequently incorporated, and any attached exhibits constitute the entire Settlement
13 Agreement among these Parties, and no oral or written representations, warranties or inducements
14 have been made to any Party concerning this Settlement Agreement or its exhibits other than the
15 representations, warranties and covenants contained and memorialized in such documents.

16 84. Authorization to Enter into Settlement Agreement. The signatories hereto represent
17 that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to
18 the terms and conditions hereof.

19 85. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
20 other and use their best efforts to effect the implementation of the Settlement Agreement,
21 including but not limited to, execution of such documents and to take such other action as may be
22 reasonably be necessary to implement the terms of this Settlement Agreement. As soon as
23 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance
24 of FIVE ACRES and Defendant's Counsel, take all necessary steps to secure the Court's
25 Preliminary Approval and Final Approval of this Settlement Agreement. In the event the Parties
26 are unable to reach agreement on the form or content of any document needed to implement the
27 Settlement Agreement, or on any supplemental provisions that may become necessary to
28 effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court

1 to resolve such disagreement.

2 86. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
3 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of liability, claim, demand, action, cause
5 of action, or rights herein released and discharged except as set forth herein.

6 87. Binding on Successors and Assigns. This Settlement Agreement shall be binding
7 on the Parties' successors, assigns, and agents, and inures to the benefit of the Released Parties,
8 including FIVE ACRES and its past, present, and/or future owners, officers, directors, managing
9 agents, trustees, payroll processors, independent contractors, members, managers, shareholders,
10 employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents, FIVE
11 ACRES's past, present, and/or future parent, subsidiary, or affiliated entities, DBAs and
12 franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll
13 processors, independent contractors, members, managers, employees, attorneys, insurers, assigns,
14 shareholders, successors, predecessors and agents.

15 88. Participating Class Member Signatories. It is agreed that because the Participating
16 Class Members are so numerous, it is impossible or impractical to have each Participating Class
17 Member execute this Settlement Agreement. The Notice of Settlement will advise all Class
18 Members of the binding nature of the release and, upon Final Approval, such shall have the same
19 force and effect as if this Settlement Agreement were executed by each Participating Class
20 Member. Notice of Entry of Judgment shall be served by the Class Representative on FIVE
21 ACRES.

22 89. California Law Governs. All terms of this Settlement Agreement shall be governed
23 by and interpreted according to the laws of the State of California, without giving effect to any
24 conflict of law principles or choice of law principles.

25 90. Counterparts. This Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
27 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange
28 among themselves original signed counterparts.

1 91. The Class Representative's Waiver of Right to be Excluded and Object. The Class
2 Representative agrees that by signing this Settlement Agreement, she is bound by the terms herein
3 stated and further agrees not to request to be excluded from the settlement and agrees not to object
4 to any of the terms of this Settlement Agreement. Any such letter requesting to be excluded from
5 the settlement or objection shall therefore be void and of no force or effect. Efforts by the Class
6 Representative to circumvent the terms of this paragraph shall be void and of no force or effect.

7 92. Confidentiality Preceding Preliminary Approval. The Class Representative and
8 Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum
9 Settlement Amount), the negotiations leading to this settlement, and all documents related to the
10 settlement shall not be discussed with, advertised, marketed, publicized, published, reported, or
11 promoted to the public, except as necessary to effectuate and/or enforce the terms of this
12 Settlement Agreement. The Class Representative and Class Counsel will not publicize the terms
13 of this Settlement Agreement and will not issue any press releases except that the Class
14 Representative and Class Counsel may disclose in legal proceedings a summary of the terms of the
15 Settlement Agreement and may communicate with Class Members regarding the settlement, its
16 terms, its history (apart from settlement communications). Plaintiff's counsel may disclose
17 publicly-available information about the case only to the extent they do so in declarations
18 establishing their adequacy as counsel in other cases, as required by the Court.

19
20 Dated: 9.2.22

FIVE ACRES - THE BOYS' AND GIRLS' AID
SOCIETY OF LOS ANGELES

21
22 By: 

23 Title: Chief Executive Officer

24
25
26 Dated:

KAYLA BEREAL-MURRAY

27
28 By: KAYLA BEREAL-MURRAY

91. The Class Representative's Waiver of Right to be Excluded and Object. The Class Representative agrees that by signing this Settlement Agreement, she is bound by the terms herein stated and further agrees not to request to be excluded from the settlement and agrees not to object to any of the terms of this Settlement Agreement. Any such letter requesting to be excluded from the settlement or objection shall therefore be void and of no force or effect. Efforts by the Class Representative to circumvent the terms of this paragraph shall be void and of no force or effect.

92. Confidentiality Preceding Preliminary Approval. The Class Representative and Class Counsel agree that the terms of this settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this settlement, and all documents related to the settlement shall not be discussed with, advertised, marketed, publicized, published, reported, or promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement. The Class Representative and Class Counsel will not publicize the terms of this Settlement Agreement and will not issue any press releases except that the Class Representative and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement Agreement and may communicate with Class Members regarding the settlement, its terms, its history (apart from settlement communications). Plaintiff's counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court.

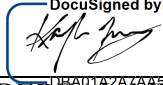
Dated: FIVE ACRES - THE BOYS' AND GIRLS' AID
SOCIETY OF LOS ANGELES

By: _____

Title: _____

Dated: 9/2/2022

KAYLA BEREAL-MURRAY

By:  _____
KAYLA BEREAL-MURRAY

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM ONLY

Dated: September 8, 2022 ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 

Brian D. Martin
Geoff D. La Val
Attorneys for Defendant FIVE ACRES - THE
BOYS' AND GIRLS' AID SOCIETY OF LOS
ANGELES

Dated: September 8, 2022 AEGIS LAW FIRM, PC

By: 

Samuel A. Wong
Kashif Haque
Jessica Campbell
Attorneys for Plaintiff KAYLA BEREAL-
MURRAY

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Kayla Bereal-Murray v. Five Acres – The Boys’ and Girls’ Aid Society of Los Angeles
Los Angeles County Superior Court — Case No. 21STCV20832

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Five Acres – The Boys’ and Girls’ Aid Society of Los Angeles (“Five Acres” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Five Acres employee Kayla Bereal-Murray (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of residential treatment counselors and crisis intervention specialists (“Class Members”) who worked for Five Acres during the Class Period (December 7, 2016 to [date of prelim approval]); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all residential treatment counselors and crisis intervention specialists who worked for Five Acres during the PAGA Period (December 9, 2019 to [date of prelim approval]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Five Acres to fund Individual Class Payments, and (2) a PAGA Settlement requiring Five Acres to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Five Acres’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$[estimate] (less withholding) and your Individual PAGA Payment is estimated to be \$[estimate]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Five Acres’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Five Acres’s records showing that you worked [amount] workweeks during the Class Period and you worked [amount] workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Five Acres to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Five Acres.

If you worked for Five Acres during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Five Acres.
- (2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Five Acres, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Five Acres will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Five Acres that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DEADLINE DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Five Acres must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [HEARING DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DEADLINE DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and/or number of PAGA Period Pay Periods you worked according to Five Acres’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DEADLINE DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Five Acres employee. The Action accuses Five Acres of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Samuel A. Wong, Esq., Kashif Haque, Esq., and Jessica Campbell, Esq., Aegis Law Firm, PC (“Class Counsel.”) Five Acres strongly denies violating any laws or failing to pay any wages and contends it complies with all applicable laws. Five Acres is represented by attorneys in the Action: Brian D. Martin, Esq. and Geoff D. La Val, Esq. of Atkinson, Andelson, Loya, Ruud & Romo.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Five Acres or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Five Acres hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Five Acres have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Five Acres does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Five Acres has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Five Acres Will Pay \$235,000 as the Gross Settlement Amount (Gross Settlement). Five Acres has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Five Acres will fund the Gross Settlement not more than 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$78,333.33 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$8,000 to the Administrator for services administering the Settlement.
 - D. Up to \$16,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross to Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Five Acres are asking the Court to approve an allocation of 90% of each Individual Class Payment to taxable wages (“Wage Portion”) and 10% to non-wage statutory damages and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Five Acres will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Five Acres have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DEADLINE DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [DEADLINE DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Five Acres.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Five Acres based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Five Acres have agreed that, in either case, the Settlement will be void: Five Acres will not pay any money and Class Members will not release any claims against Five Acres.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Five Acres has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Five Acres or the Released Parties, as defined in the Settlement Agreement, for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

“[A]ny and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the COMPLAINT and FAC filed in the Action and the PAGA NOTICE submitted by PLAINTIFF to the LWDA on or around June 1, 2021 and which were alleged or that could have been alleged by PLAINTIFF and/or any Participating Class Member in such complaints and/or the PAGA NOTICE based on any of the factual allegations contained in such complaints and/or the PAGA NOTICE, including, but not limited to, claims under state, federal (i.e., Fair Labor Standards Act (“FLSA”)) or local law, including, but not limited to claims for unpaid wages, claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to missed meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation, failure to timely pay wages during employment, failure to keep requisite payroll records, the failure to reimburse for business expenses, unfair competition, the payment of any

penalties (including PAGA). The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2800 and 2802, the Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney's fees relating in any way to those claims alleged and mentioned in the complaint(s) and/or PAGA NOTICE."

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Five Acres has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Five Acres, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Five Acres or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, as defined in the Settlement Agreement, from the following:

"[A]ny and all claims for civil penalties under PAGA based on the California Labor Code violations alleged in the PAGA NOTICE sent by Plaintiff to the LWDA; those being California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, et seq., the IWC Wage Orders, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA NOTICE PLAINTIFF sent to the LWDA."

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the

result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$4,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Five Acres's records, are stated in the first page of this Notice. You have until [DEADLINE DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Five Acres's calculation of Workweeks and/or Pay Periods based on Five Acres's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Five Acres's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Murray v. Five Acres (LASC Case No.*

21STCV20832), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [DEADLINE DATE], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Five Acres are asking the Court to approve. At least 16 court days before the [HEARING DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Settlement URL] or the Court's website [Court URL]. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [DEADLINE DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Murray v. Five Acres (LASC Case No. 21STCV20832)* and include your name, current address, telephone number, and approximate dates of employment for Five Acres and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [HEARING DATE] at [HEARING TIME] in Department 1 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [[Court URL](#)] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Five Acres and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at [[Settlement URL](#)]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV20832. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

AEGIS LAW FIRM, PC

Samuel A. Wong,

Kashif Haque

Jessica L. Campbell

Steven A. McNicholl

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.