

JEFFREY R. THURRELL (SBN 202765)
jthurrell@fisherphillips.com
THE-AN HOANG-NGUYEN (SBN 322908)
thoang-nguyen@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152)

BRET MARTIN (SBN 304658)
bmartin@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601

Attorneys for Defendant
KSL ASSOCIATE GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE, HISTORIC COURTHOUSE

JASMIN CHUA, and on behalf of all
others similarly situated,

Plaintiffs,

v.

KSL ASSOCIATE GROUP, INC. d/b/a
KISCO SENIOR LIVING, a Delaware
Corporation, and DOES 1-10, inclusive,

Defendants.

CASE NO.: CVRI2105259
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Craig Riemer, Dept. 1*

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Complaint Filed: November 17, 2021
Trial Date: Not Yet Assigned

This Joint Stipulation and Settlement Agreement (hereinafter “Settlement,” “Agreement,” or “Settlement Agreement”) is entered into by and between KSL ASSOCIATE GROUP, INC. (“Defendant”) on the one hand, and Plaintiff JASMIN CHUA (“Plaintiff” or “Representative Plaintiff”), on behalf of herself and each member of the Settlement Aggrieved Group, on the other hand, subject to the terms and conditions hereof and the approval of the Court pursuant to California Labor Code section 2699, subdivision (l)(2).

1 **I. SUMMARY OF SETTLEMENT TERMS**

2 Under the terms of this Settlement, Defendant will pay the Gross Settlement Amount of
3 \$315,000.00, without reversion, in exchange for the consideration and subject to the terms and
4 conditions discussed herein. Members of the Settlement Aggrieved Group will not be required
5 to make a claim to receive a Settlement Award. Defendant will not be required to pay anything
6 more than the Gross Settlement Amount.

7 The Parties will seek the Court's approval of this Settlement pursuant to California Labor
8 Code section 2699, subdivision (l)(2). Should the Court not approve this Settlement, the
9 Settlement Agreement shall be deemed null and void *ab initio* and of no force and effect.

10 In exchange for the consideration discussed herein, the State of California and the
11 members of the Settlement Aggrieved Group release the SAG Released Claims by the Settlement.

12 **II. DEFINITIONS**

13 As used in this Settlement Agreement, the following terms shall have the following
14 meanings:

15 1. "Action" means the civil action titled *Jasmin Chua v. KSL Associate Group, Inc.*,
16 pending in Riverside County Superior Court, Case No. CVRI2105259.

17 2. "Approval Date" means the date of entry of the Approval Order.

18 3. "Approval Motion or Stipulation" means the motion or joint stipulation SAG
19 Counsel and Plaintiff will be filing to seek Court approval of this Settlement Agreement per
20 California Labor Code section 2699, subdivision (l)(2).

21 4. "Approval Order" means the Order granting approval of this Settlement and
22 dismissing the Action with prejudice. The Parties' proposed Approval Order is attached as
23 Exhibit "A" hereto.

24 5. "Settlement Administration Costs" means the fees and costs incurred or charged
25 by the Settlement Administrator in connection with the execution of its duties under this
26 Settlement Agreement including, but not limited to: (i) preparing, issuing, mailing and/or
27 monitoring reports, filings, and notices; (ii) computing the amount of the Settlement Awards and
28 any other payments to be made under this Settlement Agreement, and issuing those payments;

(iii) handling inquiries about the calculation of individual Settlement Awards; (iv) establishing and operating a Settlement payment center address and phone number to receive inquiries about the Settlement; and (v) preparing and issuing any tax forms required under the law and/or this Agreement, and preparing and submitting any filings required by any governmental taxing authority or other governmental agency.

6. “Settlement Administrator” means (“Simpluris, Inc.”), the third-party entity that SAG Counsel and Defense Counsel mutually selected to process and administer the terms of this Settlement Agreement.

7. “Complaint” means the First Amended Complaint filed in the Action by Plaintiff, as modified by the Order Re Request For Dismissal of Class Claims Without Prejudice dated June 13, 2022.

8. “Court” means the Riverside County Superior Court, in which the Action is pending, or any other Court with proper jurisdiction over this Action.

9. “Defense Counsel” means Jeffrey R. Thurrell and Bret Martin of FISHER & PHILLIPS LLP.

10. “Effective Date” means the later of the following events: (a) five (5) calendar days after approval is granted by the Court ; or (b) if any appeal, writ or other appellate proceeding opposing this Settlement has been filed, then fourteen (14) days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

11. “Final Judgment” or “Judgment” means the judgment entered by the Court pursuant to the terms set forth in this Settlement Agreement, finally and fully giving effect to the terms contained herein. The Parties’ proposed Final Judgment is attached as Exhibit “C” hereto.

12. “Gross Settlement Amount” means the total amount of Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00) to be paid by Defendant in full satisfaction of the SAG Released Claims and includes all individual Settlement Awards payable to the SAG Members, SAG Counsel’s attorneys’ fees and costs, the Settlement Administration Costs, and the LWDA Payment.

13. “LWDA Payment” means the 75% portion of the Net Settlement Amount which will be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the terms of this Settlement Agreement.

14. “Net Settlement Amount” (“NSA”) means the portion of the Gross Settlement Amount after deducting SAG Counsel’s attorneys’ fees and costs and the Settlement Administration Costs. The NSA will fund (a) the LWDA Payment (75% of the NSA) and (b) the Settlement Awards paid to the SAG Members (25% of the NSA).

15. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.

16. “Parties” means Plaintiff and Defendant, collectively.

17. “Party” means either Plaintiff or Defendant, individually.

18. “Qualified Settlement Fund Account” means the account into which the Settlement Administrator will transfer the Gross Settlement Amount pursuant to Internal Revenue Code section 1.468B-1.

19. “Released Parties” means (i) Defendant; and (ii) Defendant’s officers, directors, employees, and agents.

20. “SAG Counsel” means James R. Hawkins, Isandra Y. Fernandez, and Anthony Draper of JAMES HAWKINS APLC.

21. “SAG Fund” means the 25% portion of the NSA used to fund the Settlement Awards to the SAG Members.

22. “SAG List” means the list to be provided to the Settlement Administrator, which consists of the following information as pertains to the SAG Members: their first and last names, last-known addresses, social security numbers, and the number of pay periods worked during the SAG Period as a SAG Member.

23. “SAG Member(s)” means all individuals in the Settlement Aggrieved Group.

24. “SAG Period” means the period from November 17, 2020 through December 31, 2023.

25. “SAG Released Claims” means any and all claims to recover civil penalties

pursuant to PAGA for violations of the Labor Code during the SAG Period that were alleged in the LWDA Notice letter that Plaintiff submitted to the LWDA prior to filing this Action and the Complaint in this Action including PAGA penalties premised on violations of Labor Code sections 201, 202, 203, 204, 206, 210, 212, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 1199. The LWDA Notice letter is attached as Exhibit “B” hereto. The release will be effectuated upon entry of the Approval Order.

26. “Settlement Aggrieved Group” (“SAG”) consists of all current and former non-exempt California employees who worked at the Byron Park location at 1700 Tice Valley Blvd., Walnut Creek, California 94595 during the SAG Period and includes Representative Plaintiff.

27. “Settlement Award(s)” means the payments to the SAG Members made from the SAG Fund pursuant to the terms of this Settlement Agreement, which collectively total 25% of the NSA.

III. BACKGROUND

Plaintiff initiated the Action on August 14, 2020 by filing a putative Class Action alleging the following causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Timely Wages; (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Violation of Business and Professions Code section 17200 et seq. Plaintiff satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code section 2699 et seq.] (“PAGA”). On February 18, 2022, Plaintiff filed a First Amended Complaint adding a Seventh Cause of Action for Civil Penalties under PAGA. Plaintiff subsequently filed request to dismiss the class action claims against Defendant without prejudice because Plaintiff signed a binding arbitration agreement releasing such claims. The Court approved dismissal of the class claims on June 13, 2022. Plaintiff thereafter proceeded with a single cause of action for Civil Penalties under PAGA.

The Parties agreed to participate in mediation and in connection with their planned mediation, the Parties informally exchanged documents and information related to the merits of Plaintiff’s claims and Defendant’s defenses, the number of estimated employees in the Settlement

Aggrieved Group during the SAG Period, and the number of estimated pay periods worked by the SAG Members during the SAG Period. On November 9, 2023, the Parties participated in a full-day mediation before Daniel J. Turner, Esq. The Parties were unable to settle at mediation, but negotiations continued with the assistance of the mediator. A mediator's proposal was ultimately accepted by both Parties in March 2024.

SAG Counsel has investigated the facts relating to the claim alleged in the Action and analyzed the legal principles applicable to that claim. Based upon SAG Counsel's investigation and legal evaluation, and taking into account the sharply contested legal and factual issues involved, SAG Counsel's assessment of the uncertainties of complex litigation, and the relative benefits conferred upon the Settlement Aggrieved Group pursuant to this Settlement Agreement, SAG Counsel has concluded that a settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Settlement Aggrieved Group. In particular, SAG Counsel and Plaintiff understand the risks of the arguments and defenses asserted by Defendant in the Action.

Defendant denied, and continues to deny, the allegations in the Action in their entirety and any and all liability arising out of the conduct alleged in the Complaint. Defendant has asserted defenses to the claim alleged in the Action and has always maintained that it complied at all times with the California Labor Code and the relevant Industrial Welfare Commission Wage Order.

Nevertheless, Defendant has concluded that further defense of the Action would likely be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have already been expended, and absent this Settlement, will continue to be expended in defense of the claim asserted in this Action. Defendant has therefore agreed to settle in the manner and upon the terms described in this Agreement to put to rest the claim set forth in the Action.

The Parties and their counsel specifically agree that Defendant's agreement to settle this matter is not, and shall not be construed as, an admission of any wrongdoing whatsoever by Defendant.

///

1 **IV. SETTLEMENT APPROVAL & IMPLEMENTATION PROCEDURE**

2 **A. Mutual Cooperation**

3 The Parties agree to cooperate fully with each other to accomplish the terms and
4 requirements of this Settlement Agreement, including the execution of such documents and the
5 taking of such other action as may be necessary to implement the terms of this Agreement.

6 **B. Approval Motion or Stipulation**

7 Within 45 calendar days of signing this Settlement Agreement, Plaintiff will file the
8 Approval Motion or Stipulation for Approval, including such papers, pleadings, and evidence as
9 may be required for the Court to approve this Agreement per California Labor Code section 2699,
10 subdivision (1)(2). Defense Counsel shall have a reasonable opportunity to review and comment
11 on that motion or stipulation before it is filed.

12 Thereafter, the Court shall conduct a hearing to determine approval of the Settlement
13 Agreement along with the amounts properly payable for: (i) SAG Counsel's attorneys' fees and
14 costs; (ii) Settlement Administration Costs; (iii) the LWDA Payment; and (iv) the Settlement
15 Awards. Upon approval of the Settlement Agreement by the Court at or after that hearing, the
16 Parties shall present the Approval Order to the Court for entry.

17 If the Settlement fails to be approved or otherwise fails to be consummated for any reason
18 whatsoever, then Defendant retains all rights previously available to it, and the adoption of any
19 procedure herein shall be undone, and the Parties restored to their pre-Settlement status.

20 **C. LWDA Notice**

21 Simultaneously with filing the Approval Motion or Stipulation, SAG Counsel will submit
22 a copy of this Settlement to the LWDA as required by Labor Code section 2699, subdivision
23 (1)(2).

24 **D. Approval Order, Final Judgment, and Continuing Jurisdiction**

25 After entry of the Approval Order, the Court shall have continuing jurisdiction over the
26 Action for purposes of addressing: (i) settlement administration matters; (ii) such post-Approval
27 Order matters as may be appropriate under Court rules or as set forth in this Settlement
28 Agreement; and (iii) ruling on the stipulated request for Final Judgment of the entire Action when

all aspects of the Settlement Agreement have been consummated. Within 10 calendar days of entry of the Approval Order, SAG Counsel will submit a copy thereof to the LWDA as required by Labor Code section 2699, subdivision (l)(3).

E. SAG List and Mailing of Settlement Awards

Following entry of the Approval Order, but before the entry of Final Judgment, the Parties agree that the following procedures shall be followed:

1. No later than 10 calendar days after the date of the entry of the Approval Order, Defendant shall provide the SAG List to the Settlement Administrator.

2. Neither Defendant nor the Settlement Administrator shall provide the identification of SAG Members to the Representative Plaintiff, SAG Counsel, any other SAG Member, or to any other person or entity. However, before the Settlement Administrator sends the Settlement Awards to the SAG Members as outlined below, it will advise the Parties of the total number of SAG Members and the total number of pay periods on the SAG List.

3. If Defendant and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a SAG Member should not be so included, or if they identify a person who should have been included as a SAG Member but was not so included, Defendant and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify SAG Counsel prior to such deletions or additions (and the reasons therefore).

4. Using the address information contained on the SAG List, the Settlement Administrator shall mail the Settlement Awards to the SAG Members via the United States Postal Service in the amounts and at the time described in section V, below.

5. Any Settlement Awards mailed out to the SAG Members but returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding addresses affixed thereto. If no forwarding address is provided with a Settlement Award that is returned to the Settlement Administrator as non-delivered, then such Settlement Award will be re-sent by the Settlement Administrator after the address is updated using the following skip-trace procedures: (1) run the SAG List through the United States Postal Service's National Change of Address

1 database; and (2) perform address searches using public and proprietary electronic resources
2 which collect their data from various sources such as utility records, property tax records, motor
3 vehicle registration records, and credit bureaus. Undelivered Settlement Awards will be re-sent
4 within 5 business days after the Settlement Administrator receives notice that the Settlement
5 Award was undeliverable.

6 6. Other than the obligations set forth in this Settlement Agreement, Plaintiff, SAG
7 Counsel, Defendant, Defense Counsel, and the Settlement Administrator shall have no additional
8 obligation to identify or locate any SAG Members or have any liability in connection with the
9 provision of information to the Settlement Administrator or otherwise.

10 **V. SETTLEMENT FUND AND SETTLEMENT AWARD CALCULATION**

11 **A. Gross Settlement Amount**

12 1. Defendant shall pay the Gross Settlement Amount of \$315,000.00 to settle this
13 Action. In no event shall the Gross Settlement Amount exceed that sum. The Gross Settlement
14 Amount is based in part on the following figures applicable to the Settlement Aggrieved Group:
15 approximately 8,142 pay periods (“Affected Pay Periods”) from November 17, 2020 through
16 December 31, 2023. If the actual number of Affected Pay Periods during the SAG Period is more
17 than 10% greater than this number (i.e., if there are more than 8,956.2 Affected Pay Periods
18 during the SAG Period), Defendant shall increase the Gross Settlement Amount in proportion to
19 the increase in Affected Pay Periods over 10% (e.g., if the number of Affected Pay Periods in the
20 SAG Period is 11% greater than 8,142, Defendant will increase the Gross Settlement Amount by
21 1%).

22 2. Deposit. Thirty (30) calendar days after the Effective Date, Defendant shall
23 deliver to the Settlement Administrator the Gross Settlement Amount. Immediately upon receipt
24 by the Settlement Administrator, these funds shall be transferred into a Qualified Settlement Fund
25 Account. No Party shall have any further obligation for any payment under this Settlement
26 Agreement to Plaintiff, the SAG Members, SAG Counsel, or the Settlement Administrator.

27 3. Disbursement by Settlement Administrator. All disbursements hereunder shall be
28 made from the Qualified Settlement Fund Account, and only the Settlement Administrator shall

1 be authorized to make withdrawals or payments from that account.

2 4. Payments from the Gross Settlement Amount. Subject to Court approval and for
3 purposes of effectuating this Settlement Agreement, the following amounts shall be paid by the
4 Settlement Administrator from the Gross Settlement Amount:

5 (a) SAG Counsel Attorneys' Fees and Costs: SAG Counsel shall make a
6 motion for reasonable attorneys' fees and costs incurred in the Action. The attorneys' fees
7 requested by SAG Counsel shall not exceed 35% of the Gross Settlement Amount, or \$110,250.
8 The costs requested by SAG Counsel shall not exceed \$20,000. This amount will compensate
9 SAG Counsel for work already performed and all remaining work to be performed in the Action.

10 (i) Defendant and its attorneys agree not to oppose any application or
11 motion by SAG Counsel for their attorneys' fees and costs up to the sums set forth herein, so
12 long as any such application or motion is consistent with the provisions of this Settlement
13 Agreement, and SAG Counsel agrees not to petition the Court for any additional payments for
14 fees, costs, or interest.

15 (ii) The Settlement Administrator shall pay the attorneys' fees and
16 costs approved by the Court from the Gross Settlement Amount within 10 calendar days after its
17 deposit. Any amounts not approved by the Court in attorneys' fees and costs, up to the amounts
18 set forth herein, shall be added back to the NSA.

19 (iii) The attorneys' fees and costs approved by the Court shall
20 constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney, or
21 law firm for attorneys' fees, expenses, or costs incurred in this Action on behalf of Plaintiff and/or
22 the Settlement Aggrieved Group, and shall relieve Defendant from any other claims or liability
23 to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of
24 them may claim to be entitled on behalf of Plaintiff and/or the Settlement Aggrieved Group.
25 Plaintiff further agrees that any allocation of fees between or among SAG Counsel and any other
26 attorney representing a plaintiff and/or the Settlement Aggrieved Group shall be the sole
27 responsibility of SAG Counsel, and Plaintiff agrees to hold harmless Defendant from any claim
28 by any other individual, entity, or other third party seeking any additional attorneys' fees or costs.

(iv) An IRS Form 1099 shall be provided to SAG Counsel for the payments made to SAG Counsel. SAG Counsel shall be solely responsible to pay any and all applicable taxes on the payments made to SAG Counsel.

(b) Settlement Administration Costs: up to \$7,000.00. All Settlement Administration Costs shall be paid from the Gross Settlement Amount in an amount not to exceed \$7,000. Any amounts not approved by the Court in Settlement Administration Costs, up to the amount set forth in this paragraph, shall be added back to the NSA. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the Settlement Administration Costs. The Settlement Administrator shall pay itself the Settlement Administration Costs approved by the Court within 10 calendar days after the deposit of the Gross Settlement Amount.

B. Net Settlement Amount; LWDA Payment & Settlement; Formula

1. After the sums described in paragraphs V.A.4.a-c., above, are deducted from the Gross Settlement Amount, the remaining funds shall constitute the Net Settlement Amount. Seventy-five percent of the NSA shall be used to make the LWDA Payment, and the remaining twenty-five percent of the NSA shall constitute the SAG Fund which shall be used to make Settlement Award payments to the SAG Members.

2. The Settlement Administrator shall pay the LWDA Payment from the NSA approved by the Court within 10 calendar days after deposit of the Gross Settlement Amount by Defendant.

3. Solely for purposes of effectuating this Settlement Agreement and in exchange for the release of the SAG Released Claims, SAG Members shall be paid a Settlement Award as follows: each SAG Member will be paid a *pro rata* share of the SAG Fund based on the number of pay periods he or she worked for Defendant during the SAG Period as a SAG Member, divided by the total number of pay periods worked by all SAG Members during the SAG Period.

4. The Settlement Administrator shall be responsible for determining eligibility for, and the amount of, the Settlement Awards to be paid to the SAG Members. Settlement Awards shall be paid and mailed to the SAG Members no later than 10 business days after the deposit of

1 the Gross Settlement Amount.

2 5. The Settlement Awards to the SAG Members shall be treated by all Parties as all
3 penalties, to be reported to the SAG Members on an IRS Form 1099 and shall not be subject to
4 withholdings.

5 6. SAG Members shall be solely and legally responsible to pay any and all applicable
6 taxes on the payments made to them. Defendant makes no representations or warranties regarding
7 the tax consequences or obligations resulting from any payments made to SAG Members.

8 7. All eligibility and Settlement Award determinations shall be based on personnel
9 and payroll data that Defendant will make available as needed to the Settlement Administrator.
10 Any Settlement Awards that are undeliverable to SAG Members, either because the SAG
11 Member cannot be found or if the check sent to a SAG Member is not cashed, or if there is any
12 undistributed residue for any other reason, the unclaimed funds shall be distributed to the
13 California Controller's Unclaimed Property Fund in the name of the SAG Member.

14 8. All checks for Settlement Awards shall remain valid and negotiable for 180 days
15 from the date of their issuance. The Settlement Administrator will include with the checks a letter
16 stating that the check must be cashed or deposited within 180 days. The funds represented by
17 Settlement Award checks returned as undeliverable and those Settlement Award checks
18 remaining uncashed for more than 180 days after issuance shall be retained by the Settlement
19 Administrator. Any amounts from settlement checks that remain uncashed and otherwise
20 unclaimed shall be distributed to the California Controller's Unclaimed Property Fund in the
21 name of the SAG Member . The Parties agree that this disposition results in no "unpaid residue"
22 under California Code of Civil Procedure section 384, as the entire Net Settlement Amount will
23 be paid out to the California Controller's Unclaimed Property Fund and SAG Members.
24 Therefore, Defendant will not be required to pay any interest on said amount.

25 9. The aggregate amount of the Settlement Awards paid to SAG Members shall not
26 under any circumstances exceed the SAG Fund.

27 10. There shall be no right to opt out of the Settlement Aggrieved Group.

28 ///

1 **C. Taxes**

2 1. **Withholding and Reporting Requirements.** The Settlement Administrator shall be
3 responsible for ensuring that all taxes associated with this Settlement Agreement, if any, are
4 timely paid to the appropriate tax authorities. The Settlement Administrator's responsibilities
5 include the following: (i) filing all federal, state, and local tax deductions; (ii) timely and proper
6 filing of all required federal, state and local forms with the appropriate taxing authorities; and
7 (iii) completing any other steps necessary for compliance with any tax obligations of the
8 Settlement under federal, state, and/or local law, as applicable. To verify the Settlement
9 Administrator's compliance with the foregoing withholding and reporting requirements, as soon
10 as administratively practicable, the Settlement Administrator shall furnish SAG Counsel and
11 Defense Counsel with copies of all forms detailing the payment of taxes sufficient to prove that
12 such payments were properly remitted. The Settlement Administrator shall provide a final
13 accounting declaration adequate to demonstrate full compliance with all duties set forth in this
14 Settlement Agreement, including, but not limited to, tax withholding, payment, and reporting
15 obligations.

16 2. **Determination and Payment of Taxes.** The Settlement Administrator shall
17 determine the amount of any taxes, if any, to be withheld from each SAG Members' Settlement
18 Award and issue the appropriate IRS Forms to the SAG Members. All such withholdings shall
19 be remitted by the Settlement Administrator to the proper governmental taxing authorities. Each
20 SAG Member shall be responsible for any tax consequences of any funds paid out to him or her
21 pursuant to this Settlement Agreement.

22 3. **Circular 230 Disclaimer.** Each Party to this Settlement Agreement (for purposes
23 of this paragraph, only, referred to as the "Acknowledging Party"; and each Party to this
24 Settlement Agreement other than the Acknowledging Party, an "Other Party") acknowledges and
25 agrees that (1) no provision of this Settlement Agreement, and no written communication or
26 disclosure between or among the Parties or their attorneys and other advisors, is or was intended
27 to be, nor shall any such communication or disclosure constitute or be construed or be relied
28 upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31

CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

4. Completion of and Report on Settlement Administration. Administration of the Settlement Agreement shall be completed on or before the eleventh business day after the deposit of the Gross Settlement Amount. The Settlement Administrator shall also furnish counsel for the Parties with a report showing the amounts and dates of each payment. Within 10 business days of its completion of administration of the Settlement Agreement, the Settlement Administrator shall provide written certification of such completion and provide proof of payment to Defense Counsel and SAG Counsel in the form of a sworn, executed declaration. The Settlement Administrator shall provide the Parties and the Court with further proof of its compliance with the terms of this Settlement Agreement, upon request.

VI. RELEASES

Pursuant to this Settlement, the State of California, Representative Plaintiff, the SAG Members, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity fully, finally, and forever settle, compromise, and discharge the Released Parties of the SAG Released Claims. Upon the approval by the Court of this Settlement Agreement and

Defendant's payment of the Gross Settlement Amount, and by operation of the Agreement's terms, and except as to such rights or claims as may be created by this Agreement, all SAG Members fully release and forever discharge the Released Parties from all SAG Released Claims during the SAG Period.

VII. FAILURE OF SETTLEMENT; IMPACT OF APPELLATE REVIEW

A. Invalid without Court Approval

In the event this Settlement Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. However, in the event the Court initially denies approval of the Settlement Agreement, the Parties will work together in good faith to resubmit appropriate documents and agreements so as to achieve Court approval.

B. Effect of Revocation or Failure of Settlement

In the event that the Settlement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if they had not entered into this Settlement Agreement. The Settlement Administrator will be paid in equal parts by Plaintiff and by Defendant for its costs through the date it is notified that the Settlement will not proceed.

C. Impact of Appellate Review

In the event an appeal is filed from any of the Court's Orders, or any other appellate review is sought prior to the Effective Date, administration of the Settlement Agreement shall be stayed pending final resolution of the appeal or other appellate review.

VIII. PARTIES' AUTHORITY

A. Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

///

1 **B. No Signature Required by SAG Members on Settlement Agreement**

2 Because the SAG Members are numerous, it is impossible or impractical to have each
3 member execute this Agreement. The Court's approval of this Agreement shall have the same
4 force and effect as if this Settlement Agreement were executed by each of the SAG Members.

5 **IX. LIMITATIONS ON USE OF THIS AGREEMENT**

6 **A. No Admission of Liability or Wrongdoing**

7 Defendant denies any and all claims alleged in the Complaint and denies all wrongdoing
8 and liability whatsoever. Defendant maintains, among other things, that it has complied at all
9 times with the California Labor Code, relevant Industrial Welfare Commission Wage Order, and
10 all other applicable California and federal law. This Settlement Agreement is not a concession or
11 admission and shall not be used against Defendant as an admission or indication with respect to
12 any claim of any fault, concession, or omission by Defendant. The Parties understand that there
13 are no admissions of liability by Defendant and the Parties shall, in good faith, endeavor to
14 communicate the terms of the Settlement in a manner that is respectful of the fact that no final
15 adjudication of fault was determined by a court or jury.

16 Whether or not the Settlement Agreement is approved by the Court, neither the
17 Agreement, nor any document, statement, proceeding or conduct related to this Agreement, nor
18 any reports or accounts thereof, shall in any event be: (i) construed, offered, or admitted in
19 evidence as, received as, or deemed to be, evidence for any purpose, including, but not limited
20 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
21 fault, wrongdoing, omission, concession, or damage; or (ii) disclosed or referred to for any
22 purpose, or offered or received in evidence in any further proceeding in this lawsuit, or any other
23 civil, criminal, or administrative action or proceeding against Defendant except for purposes of
24 settling the Action pursuant to this Agreement and for obtaining approval thereof, except that
25 this Agreement may be filed and used in other proceedings, where relevant, to demonstrate the
26 fact of its existence and of this Settlement, including but not limited to, Released Parties filing
27 the Agreement and/or the Approval Order and Final Judgment in any other action that may be
28 brought against them in order to support a defense or counterclaim based on principles of *res*

1 *judicata*, collateral estoppel, release, waiver, or any other theory of claim preclusion, issue
2 preclusion, or similar defense or counterclaim. The limitations set forth in this paragraph do not
3 apply to any use of this Agreement by the Parties to enforce this Settlement following approval
4 by the Court.

5 **B. No Impact on Employee Benefit Plan, Policy or Bonus Program**

6 Defendant states that the amounts paid under this Settlement Agreement will not affect
7 any previously credited hours of service under any employee benefit plan, policy, or bonus
8 program sponsored by Defendant. To the extent permitted by the terms of any plan as exists at
9 the time of the payment, the amounts paid under this Agreement will not form the basis for
10 additional contributions to, benefits under, or any other monetary entitlement under any
11 Defendant employee benefit plans, policies, or bonus programs. Any payments made under the
12 terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis
13 as salary, earnings, wages, bonuses, commissions, or any other form of compensation for the
14 purposes of any Defendant employee benefit plan, policy, or bonus program. Defendant retains
15 the right to modify the language of its employee benefit plans, policies, and bonus programs to
16 effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for
17 “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by
18 applicable plans, policies, and bonus programs for the purpose of eligibility, vesting, benefit
19 accrual or any other purpose, and that additional contributions or benefits are not required by this
20 Agreement. Neither Defendant nor Plaintiff are opining on the terms of any such plan.

21 **C. No Publicity**

22 Plaintiff and SAG Counsel shall not issue, authorize, or contribute to the preparation or
23 dissemination of any press release or any other public statement or advertisement, including but
24 not limited to publishing any information relating to the Agreement on either Parties’ counsel’s
25 website, concerning this Agreement or any of its terms, or sponsor or participate in any press
26 conference, interview, media appearance, or other public discussion concerning this Agreement
27 or any of its terms. If the Parties or their counsel are contacted by the press, media or any industry
28 association, they will respond only that the Action has been amicably resolved to the Parties’

1 mutual satisfaction. Despite this provision, SAG Counsel can discuss the Resolution with
2 Plaintiff, the Settlement Aggrieved Group, and in disclosures to the Court and LWDA for the
3 purposes of obtaining the approval of this Settlement.

4 **D. Various Proceedings Stayed**

5 The Parties agree to stay all proceedings in the Action, except those proceedings
6 necessary to implement and complete the Settlement, pending the hearing on the Approval
7 Motion.

8 **E. Use of Defendant's Data and Documents**

9 Plaintiff and SAG Counsel agree that none of the documents provided to them by
10 Defendant during the Action shall be used for any purpose other than the Settlement of this
11 Action. Furthermore, should Plaintiff or SAG Counsel possess any originals or copies of
12 Defendant's documents, they agree to destroy or return such originals and copies upon the
13 Effective Date of the Settlement Agreement.

14 **X. MISCELLANEOUS**

15 **A. Construction**

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

20 **B. Captions and Interpretations**

21 Paragraph titles or captions contained herein are inserted as a matter of convenience and
22 for reference, and in no way define, limit, extend, or describe the scope of this Settlement
23 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and
24 not merely a recital.

25 **C. Modification**

26 This Settlement Agreement may not be changed, altered, or modified, except in a writing
27 signed by the Parties hereto and approved by the Court. This Settlement Agreement may not be
28 discharged except by performance in accordance with its terms or by a writing signed by the

Parties hereto.

D. Integration Clause

This Settlement Agreement and its exhibits constitute the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are hereby superseded and merged herein. No rights hereunder may be waived except in writing.

E. Binding on Assigns

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

F. Enforcement

The Parties agree that following entry of the Final Judgment, this Settlement Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of this Action over all Parties and the SAG Members to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement. This Agreement may be pleaded or asserted by or on behalf of Defendant as a defense and complete bar to any action or claim that may be brought against or involve Defendant by anyone acting or purporting to act on behalf of Plaintiff and/or the SAG Members with respect to any matters within the scope of this Settlement Agreement and excepting only the obligations of the Parties under this Settlement Agreement.

G. Counterparts

This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. This Settlement Agreement will become effective on the date when the last person signs and dates it.

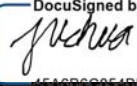
///

///

H. Governing Law

All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California and the United States of America, where applicable.

DATE: 12/9/2024, 2024

DocuSigned by:

15A0D6608E4BB403

Jasmin Chua, for herself and the Settlement
Aggrieved Group

DATE: 11/19/24, 2024



John Hanna, on behalf of KSL Associate Group,
Inc.

APPROVED AS TO FORM

DATE: 12/30/24, 2024

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
ISANDRA Y. FERNANDEZ
ANTHONY DRAPER
Attorneys for Plaintiff
JASMIN CHUA

DATE: November 21, 2024

FISHER & PHILLIPS LLP

By: 

JEFFREY R. THURRELL
BRET MARTIN
THE-AN HOANG-NGUYEN
Attorneys for Defendant
KSL ASSOCIATE GROUP, INC.

**PROOF OF SERVICE
(CCP §§1013(a) and 2015.5)**

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of San Diego with the law offices of Fisher & Phillips LLP and its business address is 4747 Executive Drive, Suite 1000, San Diego, California 92121.

On November 18, 2024, I served the following document(s) **TITLE** on the person(s) listed below by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

James R. Hawkins
Isandra Fernandez
Anthony Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Telephone: (949) 387-7200
Facsimile: (949) 387-6676
E-Mail: James@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
anthony@jameshawkinsaplc.com
staff@jameshawkinsaplc.com

- ☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in San Diego California, in a sealed envelope with postage fully prepaid.
- ☐ **[by FAX]** - Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at fax number(s) listed above from fax number (858) 597-9601. The fax reported no errors. A copy of the transmission report is attached.
- ☐ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.
- ☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.
- ☐ **[by PERSONAL SERVICE]** - I delivered the document(s) to the person(s) at the address(es) listed above by (1) (a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 6:00 p.m., or (2) by messenger – a copy of the Messenger Declaration is attached.

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

Executed November 18, 2024, at San Diego, California.

By: _____
Print Name
Signature

Joint Stipulation of PAGA Settlement - FINAL(52961348.1)

Final Audit Report

2024-11-20

Created:	2024-11-19
By:	Elizabeth Abina (eabina@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVZeo4sb3ulOOFod2aapXHqqKWPv8TXZ

"Joint Stipulation of PAGA Settlement - FINAL(52961348.1)" History

-  Document created by Elizabeth Abina (eabina@fisherphillips.com)
2024-11-19 - 1:20:06 AM GMT
-  Document emailed to John Hanna (john.hanna@kiscosl.com) for signature
2024-11-19 - 1:20:12 AM GMT
-  Email viewed by John Hanna (john.hanna@kiscosl.com)
2024-11-20 - 0:07:21 AM GMT
-  Document e-signed by John Hanna (john.hanna@kiscosl.com)
Signature Date: 2024-11-20 - 0:09:15 AM GMT - Time Source: server
-  Agreement completed.
2024-11-20 - 0:09:15 AM GMT