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Attorneys for Plaintiffs
Renee Bullock, and Maryam Khoshchin,
individually and on behalf of all other Aggrieved Employees

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF NEVADA

RENEE BULLOCK and MARYAM KHOSHCHIN,
individually and on behalf of all other Aggrieved
Employees,

Plaintiff(s),

v.

ATRIA MANAGEMENT COMPANY, LLC;
ATRIA SENIOR LIVING, INC.; and DOES 1
through 100,

Defendant(s).

Case No. CU22-086285

**DECLARATION OF THEODORE TANG
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: December 13, 2023

Time: 10:00 a.m.

Department: 6

1 I, Theodore Tang, declare as follows:

2 1. I am an attorney duly authorized to practice law before all courts of the State of
3 California. I am a Senior Attorney at Frontier Law Center, and an attorney of record for Plaintiff
4 Renee Bullock. If called upon to testify to the facts included herein, I could and would competently
5 do so.

6 2. On December 17, 2021 our office sent a PAGA letter to Atria Management
7 Company, LLC (hereafter "Atria") via certified mail, and uploaded to the LWDA website,
8 explaining that Plaintiff Renee Bullock was giving notice to the LWDA of various labor code
9 violations in advance of filing a PAGA lawsuit. In the letter, Bullock alleged that Atria 1) failed to
10 properly calculate overtime, 2) failed to pay all wages due at the time of termination or waiting time
11 thereon, and 3) failed to properly provide rest breaks.

12 3. On March 7, 2022, having heard no response from the LWDA or Atria, our office
13 filed the original complaint on behalf of Ms. Bullock. The complaint alleged violations of Labor
14 Code §§ 201, 202, 203, 226.7, 510, 558, 1194 and 1197.1, and 1198 (incorporating IWC Wage
15 Orders), and sought PAGA penalties for those violations. Concurrently with the PAGA complaint,
16 our office filed a demand for arbitration of Ms. Bullock's individual claims, which included the
17 violations giving rise to PAGA penalties as well as unrelated claims of discrimination, retaliation,
18 and wrongful termination (the "Wrongful Termination Claims").

19 4. On April 4, 2022 our office, on behalf of Ms. Bullock, sent an amended PAGA letter
20 to Defendants via certified mail and uploaded to the LWDA website, adding Atria Senior
21 Management as a Defendant.

22 5. On December 16, 2022 this court granted Atria's motion to compel arbitration based
23 in part on the decision in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. ___, which was
24 published during the pendency of this case.

25 6. That same day, on December 16, 2022 our office, on behalf of Ms. Bullock, sent a
26 second amended PAGA letter to Defendants via certified mail and uploaded to the LWDA website,
27 adding additional allegations that Defendants' failure to properly calculate the regular rate led to
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1 underpaid rest and meal break premiums, in addition to overtime, and that this resulted in improper
2 wage statements.

3 7. Thereafter, our office amended the arbitration demand on behalf of Ms. Bullock to
4 include the PAGA claims that had been compelled to arbitration, including those added by the
5 December 16th amended letter.

6 8. During the arbitration, our office conducted discovery into Ms. Bullocks claims,
7 including Atria's written break and pay policies, employee handbook, Ms. Bullocks time and pay
8 records, and other records relevant to Ms. Bullocks Wrongful Termination Claims.

9 9. Over the course of litigation and arbitration, our office became aware of another,
10 similar case brought by Plaintiff Khoshchin in Sacramento County Superior Court, Case No. 34-
11 2022-00322277-CU-OE-GDS.

12 10. Upon meeting and conferring with all parties in both cases, it was agreed that a
13 global mediation would be conducted in the hopes that a settlement of all claims could be reached.

14 11. In preparation for mediation, our office was provided with a sampling of employee
15 time and wage information, and data on the total number of Aggrieved Employees and total number
16 of pay periods. Copies of Atria's written policies and handbooks were also produced (though our
17 office already had them from the arbitration discovery).

18 12. The parties conducted a full-day mediation with experienced employment law
19 mediator Michael Loeb on June 19, 2023. With the mediator's assistance, the Parties reached a
20 global resolution of all claims except Ms. Bullocks Wrongful Termination Claims, which at the
21 time of this declaration remain pending. That resolution was later memorialized in a Stipulation of
22 Settlement and Release (the "Settlement"). A true and correct copy of the Settlement is attached
23 hereto as **Exhibit 1**.

24 13. For purposes of Settlement, the Parties agreed that the claims of the Parties should be
25 combined into a single action, so a single Court could rule on the Motion for Approval of PAGA
26 Settlement. To facilitate this, the Parties agreed that Plaintiffs would file an amended complaint in
27 the present action, since it was the older case, adding Ms. Khoshchin's claims to Ms. Bullocks. In
28

1 this way, one Court will rule on one Motion to Approve the one settlement.

2 14. As a result, on September 11, 2023, our office filed a First Amended Complaint
3 adding Maryam Khoshchin as a Plaintiff, claiming PAGA penalties for alleged violations of Labor
4 Code §§ 201, 202, 203, 226.7, 510, 558, 1194, 1197.1, and 1198. Plaintiffs alleged that Defendants
5 failed to provide compliant meal and rest breaks, failed to properly account for non-discretionary
6 bonuses in regular rate of pay for calculated overtime, failed to provide accurate itemized wage
7 statements, and failed to pay all employees all wages due at time of termination.

8 15. I have been litigating PAGA cases for approximately 6 years, including regular rate
9 violation claims. Having fully reviewed the evidence available, I believe the settlement to be fair
10 and reasonable and promotes the purposes for which PAGA was created.

11 16. I have reviewed our expense records, and I know them to be true and accurate. To
12 date, our office has spent \$1,839.98 litigating this case.

13 17. Simultaneously with filing the motion, I am uploading the motion and all related
14 documents, including a copy of the settlement agreement, to the LWDA website for the purpose of
15 providing the LWDA with notice of the settlement and this motion.

16
17 I declare under penalty of perjury under the laws of the State of California that the above is true and
18 correct.

19
20 Executed this 21st day of November, 2023 in Vista, California.

21
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24 
25 THEODORE TANG
26 Declarant
27
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EXHIBIT 1

1
2
3 **STIPULATION OF SETTLEMENT AND RELEASE**
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7
8 ***Khoshchin v. Atria Management Co., LLC***
9 **Superior Court of California, County of Sacramento Case No.: 34-2022-00322277-CU-OE-GDS**

10 ***Khoshchin v. Atria Management Co., LLC***
11 **AAA Case No. 01-22-0004-2275**

12 ***Bullock v. Atria Management Co., LLC***
13 **Superior Court of California, County of Nevada Case No.: CU22-086285**

14 ***Bullock v. Atria Management Co., LLC***
15 **AAA Case No. 01-22-0001-4226**
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INTRODUCTION AND RECITALS

Plaintiffs Maryam Khoshchin and Renee Bullock (“Plaintiffs”), and Defendant Atria Management Company, LLC (“Defendant” or “Atria”) (collectively “the Parties”) enter into this Stipulation of Settlement and Release (“Settlement”) of the following actions: (1) *Khoshchin, et al. v. Atria Management Co., LLC*, Superior Court of California, County of Sacramento Case No.: 34-2022-00322277-CU-OE-GDS; (2) *Bullock, et al. v. Atria Management Co., LLC*, Superior Court of California, County of Nevada Case No.: CU22-086285; (3) *Khoshchin v. Atria Management Co., LLC*, AAA Case No. 01-22-0004-2275; and (4) *Bullock v. Atria Management Co., LLC*, AAA Case No. 01-22-0001-4226 (collectively referred to hereinafter the “Lawsuit”) as follows:

WHEREAS Plaintiffs—subsequent to giving written Notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) as required by California Labor Code § 2699.3—filed separate complaints against Defendant on behalf of the State of California pursuant to the Private Attorney General’s Act of 2004 (*Cal. Labor Code § 2698 et. seq.*, hereafter “PAGA”);

WHEREAS the operative Complaints by Plaintiffs assert PAGA claims against Atria, on behalf of all hourly paid or non-exempt employees of Atria within the State of California, for the period beginning on February 16, 2021. The Complaints assert that Atria violated various provisions of the Labor Code (by failing to pay overtime at the proper rate, failing to provide lawful rest breaks, failing to pay meal and rest premiums at the proper rate, failing to pay all wages upon termination, and failing to provide complete and accurate wage statements) and seek PAGA penalties for those asserted violations;

WHEREAS, Atria moved to Compel Plaintiffs’ individual claims in their Complaints to arbitration, and the Courts granted those motions. Thereafter, Plaintiff Khoshchin initiated AAA Case No. 01-22-0004-2275, and Plaintiff Bullock initiated AAA Case No. 01-22-0001-4226.

WHEREAS on June 19, 2023, the Parties participated in a mediation session before mediator Michael Loeb of JAMS. The Parties also engaged with Mr. Loeb in multiple informal discussions following up on the issues in the mediation. Mr. Loeb eventually made a mediator’s proposal for settlement, and on August 24, 2023, the Parties entered into a Memorandum of Understanding regarding settlement of the Lawsuit. This settlement includes all claims alleged in the Lawsuit except

Plaintiff Bullock's claims for Wrongful Termination and Failure to Accommodate that are included in AAA Case No. 01-22-0001-4226 (all wage & hour claims, individual or representative, are settled);

WHEREAS the Parties engaged in written discovery and made substantial exchanges of written responses, documents, and other information. Amongst other information, the Parties produced significant amounts of documentation, including Atria's production of policy and procedure documentation, timekeeping and payroll information for "Aggrieved Employees" (defined below);

WHEREAS Plaintiffs' Counsel have performed a thorough study of law and facts relating to the claims asserted in the Lawsuit. Plaintiffs' Counsel also evaluated information exchanged in the course of mediation and the mediator's informal follow up sessions. Based upon their investigation and taking into account the sharply contested issues, the uncertainty and risks of further prosecution of the Lawsuit through trial, and the substantial benefits provided by the Settlement, Plaintiffs and Plaintiffs' Counsel have concluded that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate and in the best interests of the State of California and the "Aggrieved Employees" (defined below); and

WHEREAS the Parties desire to settle the Lawsuit (with exception of the Wrongful Termination and Failure to Accommodate claims brought in arbitration by Plaintiff Bullock in AAA Case No. 01-22-0001-4226) based on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Lawsuit.

TERMS OF SETTLEMENT

1. Definitions.

a. Aggrieved Employees. For purposes of this Settlement, the term "Aggrieved Employees" means the collective of the following three (3) categories of employees who worked during certain periods of time or who experienced certain conditions:

1. All current and former non-exempt employees of Defendant in the State of California who were paid meal/rest break premiums and non-discretionary pay in the same pay period at any time between April 17, 2021 through January 13, 2023 (the "Break Premium Aggrieved Employees");

2. All current and former non-exempt employees of Defendant in the State of California who were paid overtime wages and non-discretionary pay in the same pay period at any time between February 16, 2021 through July 31, 2023 (the "Overtime Aggrieved Employees");

3. All current and former non-exempt employees who worked for Defendant in the State of California at any time between February 16, 2021 through January 13, 2023 and who are not part of either the Break Premium Aggrieved Employees or Overtime Aggrieved Employees (the "Non-Exempt Aggrieved Employees").

b. Defendant or Atria. For purposes of this Settlement, the term "Defendant" or "Atria" shall be understood as Atria Management Company, LLC.

c. Settlement Period. For purposes of this Settlement, the "Settlement Period" shall mean:

For the Overtime Aggrieved Employees, February 16, 2021 through July 31, 2023;

For the Break Premium Aggrieved Employees, April 17, 2021 through January 13, 2023;

For the Non-Exempt Aggrieved Employees, February 16, 2021 through January 13, 2023.

d. Affected Pay Periods. For the purposes of this Settlement, "Affected Pay Periods" shall mean the total number of pay periods for which each Aggrieved Employee was (1) paid a meal or rest break premium and non-discretionary pay in the same pay period at any time between April 17, 2021 through January 13, 2023 and/or (2) paid overtime wages and non-discretionary pay in the same pay period at any time between February 16, 2021 through July 31, 2023. For those individuals who fall within more than one group (i.e., the Overtime Aggrieved Employees and the Break Premium Aggrieved Employees), each calendar pay period will be counted only once for purposes of determining the Affected Pay Periods.

e. Plaintiffs. For purposes of this Settlement, the term "Plaintiffs" shall be understood as Plaintiffs Maryam Khoshchin and Renee Bullock.

f. Plaintiffs' Counsel. For purposes of this Settlement, the term "Plaintiffs' Counsel" shall be understood as Diversity Law Group, P.C., Polaris Law Group and Frontier Law Center.

1 **2. Settlement Consideration.**

2 a. Gross Settlement Amount. Provided that this Settlement is approved by the
3 Court, Atria hereby agrees to pay a total maximum payment to resolve the Lawsuit in the amount of
4 \$1,695,000 (One-Million-Six-Hundred-Ninety-Five-Thousand Dollars) (hereinafter the "Gross
5 Settlement Amount"), which shall be all inclusive, encompassing (i) all payments to the Labor and
6 Workforce Development Agency ("LWDA") and Aggrieved Employees, (ii) any and all costs of third
7 party administration of the Settlement, (iii) any service awards for Plaintiffs, (iv) attorneys' fees and
8 costs of suit, and (v) any other fees, costs and expenses association with the resolution and final
9 settlement of the Lawsuit. Except as otherwise set forth in section 2(b), Defendant shall pay no
10 additional sum or funds with regard to the Settlement of the Lawsuit.

11 b. Escalator Clause. Should the total number of Affected Pay Periods exceed
12 53,350 pay periods, then, at Defendant's option, either (1) the Gross Settlement Amount shall be
13 increased on a pro-rata basis or (2) the excess pay periods (those exceeding 53,350 pay periods) shall
14 not be included in the settlement and shall not be released.

15 c. Allocation of Gross Settlement Amount. The Parties agree that the Gross
16 Settlement Amount shall be allocated as follows, subject to approval by the Court:

17 i. Payment of all costs of settlement administration, to be performed by
18 neutral third-party settlement administrator, Simpluris (the "Settlement Administrator"), in an amount
19 not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00).

20 ii. Payment of service awards to the Plaintiffs in an amount not to exceed
21 Ten Thousand Dollars (\$10,000) each. Defendant agrees not to oppose Plaintiffs' request for service
22 awards up to this amount. Plaintiffs will receive IRS Forms 1099 for their service awards, and will be
23 responsible for correctly characterizing this additional compensation for tax purposes and for payment
24 of any taxes owing on said amount. Should the Court approve lesser amounts for the service awards
25 than the amounts provided herein, the difference shall be allocated to the Net Settlement amount to be
26 distributed to the LWDA and Aggrieved Employees as provided for in Parts 2.d. and e. below.

27 iii. Payment of attorneys' fees to Plaintiffs' Counsel in an amount not to
28 exceed one-third (33.33%) of the Gross Settlement Amount. Defendant agrees not to oppose

1 Plaintiffs' request for attorney fees up to this amount. Approval of attorney fees of a certain amount is
2 not a material term of this Settlement. Should Plaintiffs' Counsel appeal the amount of any attorney
3 fees award, then the amount in dispute shall be held in trust by the Settlement Administrator until the
4 final resolution of all appeals.

5 iv. Payment of Plaintiffs' Counsel's costs, to be awarded based on actual
6 costs accrued and estimated to be accrued through dismissal, in an amount not to exceed \$50,000.
7 Defendant agrees not to oppose Plaintiffs' request for costs up to this amount. Approval of Plaintiffs'
8 Counsel's costs of a certain amount is not a material term of this Settlement. Should Plaintiffs'
9 Counsel appeal the amount of any cost award, then the amount in dispute shall be held in trust by the
10 Settlement Administrator until the final resolution of all appeals.

11 d. Net Settlement Amount and Award to the LWDA and Aggrieved Employees:

12 There shall be no other allocations from the Gross Settlement Amount after deducting the Court-
13 approved amounts in Paragraphs (i) through (iv) of Part 2.c above. The net sum then remaining shall
14 hereinafter be referred to as the "Net Settlement Amount" and shall be allocated to pay the LWDA
15 and Aggrieved Employees as follows: seventy-five percent (75%) to the LWDA and twenty-five
16 percent (25%) to the Aggrieved Employees.

17 e. Calculation of Awards to Individual Aggrieved Employees.

18 i. Each Aggrieved Employee will receive an equitable share of the twenty-
19 five percent (25%) of the Net Settlement Amount that is allocated to the Aggrieved Employees (the
20 "Aggrieved Employee Settlement Award"), which the Settlement Administrator will calculate for each
21 Aggrieved Employee based on the following formula:

22 First, the sum of \$5 shall be allocated to each Aggrieved Employee;

23 Second, the remaining amount of the Aggrieved Employee Settlement Award will be divided
24 by the total number of Affected Pay Periods worked by the Overtime Aggrieved Employees and the
25 Break Premium Aggrieved Employees; then, the resulting sum will be multiplied by the number of
26 Affected Pay Periods worked by each individual Overtime Aggrieved Employee and Break Premium
27 Aggrieved Employee.
28

1 ii. Payments to Aggrieved Employees pursuant to this Settlement will be
2 characterized one hundred percent (100%) as Labor Code penalties and reported on Forms 1099.
3 These payments shall not be construed as compensation for purposes of determining eligibility for any
4 health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment
5 compensation, or any other purpose.

6 iii. Plaintiffs and each Aggrieved Employee who receives a payment
7 pursuant to this Settlement also will be responsible for correctly characterizing this compensation
8 for tax purposes and for payment of any taxes owing. Nothing in this Settlement is intended to
9 constitute legal advice regarding federal, state and/or local tax obligations. Plaintiffs and Aggrieved
10 Employees shall be deemed to acknowledge that they have not obtained any tax advice from
11 Defendant, Counsel for Defendant, or Plaintiffs' Counsel, and that neither Defendant, Counsel for
12 Defendant, or Plaintiffs' Counsel, have made representations concerning the tax consequences, if any,
13 of any payments made pursuant to this Settlement. To the extent that this Settlement or any of its
14 attachments is interpreted to contain or constitute advice regarding any federal, state or local tax issue,
15 such advice is not intended or written to be used, and cannot be used, by any person for the purpose of
16 avoiding penalties under the Internal Revenue Code or any other tax code. Plaintiffs and Aggrieved
17 Employees are solely responsible for any tax obligations in connection with any payments made
18 pursuant to this Settlement.

19 **3. Releases.**

20 a. PAGA Release By Aggrieved Employees. The Released Parties are Defendant
21 and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, sister
22 companies, successors and affiliates, including but not limited to Atria Senior Living Inc., Churchill
23 Property Portfolio Owner LP, Churchill RIDEA Holdco LLC, Holiday AL Management Sub, LLC,
24 Sabra Health Care REIT, Inc, Ventas, Inc, WELL Churchill Tenant LLC, Welltower OP LLC, WT 9
25 Pack Property Owner LLC, and WT Hampshire Property Owner LLC, as well as each of its or their
26 past, present and future officers, directors, employees, partners, members, shareholders and agents,
27 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
28 Defendant.

Upon the Effective Date (defined below), and with exception of the Wrongful Termination and Failure to Accommodate claims brought in arbitration by Plaintiff Bullock in AAA Case No. 01-22-0001-4226, the Released Parties shall be entitled to a release of all claims by or on behalf of the Aggrieved Employees alleged in the Lawsuits, the PAGA Letters to the LWDA by Plaintiffs, the AAA Arbitrations, or that could have been alleged based on the facts asserted therein as follows:

(1) From April 17, 2021 through January 13, 2023, claims for PAGA penalties for failure to pay meal and rest premiums at the regular rate of pay shall be released, including, but not limited to, such claims arising under Labor Code sections 226.7 and 512, as well as the IWC Wage Orders;

(2) from February 16, 2021 through July 31, 2023, claims for PAGA penalties arising from alleged failure to pay overtime wages or overtime pay at the regular rate of pay, including derivative claims, shall be released, including, but not limited to, such claims arising under Labor Code sections 201, 202, 203, 226(a), 226.3, 510, 558, 1194, 1197.1, as well as the IWC Wage Orders; and

(3) from February 16, 2021 through January 13, 2023, all other claims for PAGA penalties that were asserted or that could have been asserted on the facts in the PAGA letters and/or the Complaints filed by Plaintiffs shall be released, including, but not limited to, claims arising under Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 558, 1194, 1197.1, 2698, 2699, as well as the IWC Wage Orders.

b. Additional Release By Plaintiffs. In consideration for the service awards reflected in Part 2.c.ii. herein, and in addition to the release that they provide above, Plaintiffs Maryam Khoshchin and Renee Bullock, on behalf of themselves, their heirs, executors, administrators, and assigns, knowingly and voluntarily waive and release Defendant and the Released Parties from any and all claims and/or grievances, known and unknown, that Plaintiffs have or may have against the Released Parties to the date of their execution of this Settlement (with the exception of, as to Plaintiff Bullock, the Wrongful Termination and Failure to Accommodate claims she has brought in arbitration in AAA Case No. 01-22-0001-4226). This release is comprehensive and includes any claim that Plaintiffs could assert against the Released Parties based upon acts or omissions that occurred, or that could be alleged to have occurred, before Plaintiffs execute this Settlement. This release is intended to be as comprehensive as can be conceived and the law will

allow, and includes but is not limited to (and with only the specific exception listed above in this paragraph) any pending grievance and/or claims based on: negligent or intentional tortious conduct; express or implied contract; covenants of fair dealing and good faith; wrongful discharge; the Age Discrimination in Employment Act ("ADEA"); the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act of 1990; the Worker Adjustment Retraining and Notification Act; the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Constitution, and/or any other federal or state common law or federal, state or local laws, ordinances, or regulations; any other public policy, contract, tort or common law theory; or any statutory or common law principle allowing for the recovery of fees or other expenses, including claims to attorneys' fees. This release does not apply to any claims that cannot be released as a matter of law, such as those that arise after the date Plaintiffs execute this Settlement or claims for ERISA plan benefits or administrative charges of discrimination (although Plaintiffs release any right to monetary recovery in connection with such a charge). Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542 as to the Released Claims, 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 RELEASED PARTY."

Notwithstanding the above, nothing in this section/part of Settlement shall prohibit Plaintiffs from testifying, assisting or participating in a governmental or regulatory agency investigation, hearing or proceeding.

c. Covenant Not to Sue. To the fullest extent allowed by law, each and every Aggrieved Employee, including Plaintiffs, covenant and agree not to ever prosecute a Released Claim, including claims released by Plaintiffs in Part 3.b. above or to commence, join in, or voluntarily assist in a proceeding against the Released Parties, or any of them, arising out of or regarding any Released Claim or a claim released by Plaintiffs in Part 3.b. above.

1 d. Prohibition on Subsequent Assertion of Released Claims. Each and every
2 Aggrieved Employee, including Plaintiffs, are prohibited from ever prosecuting a Released Claim,
3 including claims released by Plaintiffs in Part 3.b. above. Excluded from this prohibition are any
4 instances where any individual is legally compelled to testify through service of a subpoena or other
5 process.

6 4. Settlement Approval.

7 a. Motion for Settlement Approval. As soon as practicable, Plaintiffs' Counsel
8 shall file and serve a Motion for Settlement Approval pursuant to California Labor Code § 2699(l)
9 advocating that the terms of this Settlement are fair, adequate and reasonable, and directing the Parties
10 to carry out the provisions of this Settlement. Because the Settlement is with respect to a PAGA claim
11 only, and is therefore not subject to the rules governing settlement of class actions, the Settlement
12 proceeds shall be distributed without a claims process, notice, or an opportunity to object or opt-out.

13 b. Order of Settlement Approval. At the approval hearing, Plaintiffs' Counsel shall
14 petition the Court to enter the Order Approving Settlement of Claims Brought Pursuant to the Private
15 Attorney General's Act of 2004 and the dismissal of the Lawsuit, substantially in the form attached
16 hereto as Exhibit B (the "Settlement Approval Order"), which shall declare that Plaintiffs, the LWDA
17 and all Aggrieved Employees are bound by the Release of the Claims described herein. The Parties
18 jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation,
19 implementation, and enforcement of this Settlement in accordance with its terms, and over the
20 administration and distribution of the settlement proceeds, including any and all disputes that may
21 arise on allocations of the Gross Settlement Amount provided in Part 2.c. above.

22 c. Cooperation in Obtaining Court Approval. The Parties agree that the Settlement
23 is fair and reasonable, and will so represent to the Court. The Parties shall timely cooperate and
24 present to the Court, for its consideration in connection with the approval of the Settlement, any and
25 all evidence as may be reasonably necessary under the appropriate standards for approving the
26 Settlement, including continuing good faith efforts to effectuate this Settlement should the Court deny
27 approval. The Parties shall use their best efforts that may become necessary by order of the Court to
28 effectuate this Settlement and the terms set forth herein.

1 **5. Effective Date.** The Effective Date of this settlement is the date on which the
2 settlement is approved and the Court's order approving the settlement ("Judgment") becomes final.
3 Within fifteen (15) days after the Effective Date, Defendant shall fund the Gross Settlement Amount.
4 For purposes of this Memorandum of Understanding, the Court's Judgment "becomes final" upon the
5 latter of: (i) if no objection or opposition is filed to the Motion for Approval of this settlement, the
6 date of the Court's entry of Judgment; (ii) if an objection or opposition is filed to the Motion for
7 Approval of this settlement, the expiration date of the time for the filing or noticing of any appeal
8 from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar
9 days after the Court's Judgment is entered); (iii) if an objection or opposition is filed to the Motion for
10 Approval of this settlement, along with a subsequent appeal thereof, the date affirmance of an appeal
11 of the Judgment becomes final under the California Code of Civil Procedure; or (iv) the date of final
12 dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any
13 court of appeal decision relating to the Judgment.

14 **6. Settlement Administration.**

15 a. Settlement Administrator. The Parties agree to use Simpluris to administer the
16 Settlement. Settlement administration duties shall include performing a single address follow up on any
17 returned mail, and the calculation, processing, and mailing of all Aggrieved Employee Settlement
18 Award checks and tax forms, if required, to the Aggrieved Employees and tax authorities. All of the
19 Settlement Administrator's costs and fees shall not exceed Seventeen Thousand Dollars and Zero Cents
20 (\$17,000.00), and shall be paid from the Gross Settlement Amount, as set forth in Part 2.c. above.

21 b. Aggrieved Employee List. Within fifteen (15) calendar days after the Effective
22 Date, Defendant shall provide to the Settlement Administrator, in a searchable electronic format, which
23 contains the following information for each individual falling within the definition of Aggrieved
24 Employee (the "Aggrieved Employee List"): (i) each Aggrieved Employee's name, (ii) last known
25 address, (iii) last known telephone number, (iv) social security number, and (v) for Aggrieved
26 Employees who are Break Premium Aggrieved Employees and/or Overtime Aggrieved Employees the
27 total number of Affected Pay Periods for each such individual. The Aggrieved Employee List shall be
28 held as private and confidential information, and shall not be shared with any third party by the

1 Settlement Administrator without the express written consent of Defendant's counsel of record and/or
2 court order. The Settlement Administrator shall not provide the name of any Aggrieved Employee,
3 or any other information from the Aggrieved Employee list, to Plaintiffs' counsel or any third party
4 without the express written consent of Defendant's counsel of record and/or court order.

5 c. Settlement Funding. Within fifteen (15) calendar days after the Effective Date,
6 Defendant shall transfer the Gross Settlement Amount (i.e. \$1,695,000.00) to the Settlement
7 Administrator.

8 d. Settlement Distribution. Within fifteen (15) calendar days of transfer of the Gross
9 Settlement Amount, the Settlement Administrator shall distribute such funds under the allocation plan
10 set forth in Part 2 above. The Settlement Administrator shall include, with each settlement check, the
11 notice in the form attached hereto as Exhibit A ("Payment Packet"). Within Twenty (20) calendar days
12 after distributing the Gross Settlement Amount, the Settlement Administrator shall provide to counsel
13 for the Parties, for filing with the Court, a declaration verifying, under oath, that the Settlement
14 Administrator has disbursed the Gross Settlement Amount pursuant to the terms of this Settlement.

15 e. Returned Payment Packets. For any Payment Packet that is returned to the
16 Settlement Administrator as undeliverable within thirty (30) calendar days of the original mailing of the
17 Payment Packet, the Settlement Administrator will undertake a skip trace search to locate an alternate,
18 updated address, and re-mail the Payment Packet. The Settlement Administrator will only be required to
19 re-mail the Payment Packet once by way of this process. However, if an Aggrieved Employee contacts
20 the Settlement Administrator within thirty (30) calendar days of the original mailing of his or her
21 Payment Packet, and it is feasible for the Settlement Administrator to cancel and re-issue that Aggrieved
22 Employee's check, then upon the request of the Aggrieved Employee, the Settlement Administrator
23 shall cancel the original check to the Aggrieved Employee and reissue a check, along with the letter in
24 the form attached hereto as Exhibit A, to the Aggrieved Employee.

25 f. Uncashed Settlement Checks. If any checks remain uncashed or not deposited 180
26 days after distribution by the Settlement Administrator, the Settlement Administrator will pay the funds
27 represented by such un-redeemed checks to the State Controller's Office Unclaimed Property Fund with
28 an identification of the associated Aggrieved Employee. In that event, the Aggrieved Employee will

nevertheless be bound by the terms and releases of this Settlement.

7. Amendment of Bullock Complaint and Dismissal of Khoshchin Complaint.

Plaintiffs and Defendant agree that the *Bullock v. Atria Management Co., LLC*, Superior Court of California, County of Nevada Case No.: CU22-086285 case shall be amended to include Plaintiff Khoshchin and the PAGA claims alleged in *Khoshchin v. Atria Management Co., LLC*, Superior Court of California, County of Sacramento Case No.: 34-2022-00322277-CU-OE-GDS (and, upon the Effective Date, Plaintiff Khoshchin's Case No.: 34-2022-00322277-CU-OE-GDS shall be dismissed), and that Plaintiffs and Defendant shall seek approval of this settlement through the *Bullock v. Atria Management Co., LLC*, Superior Court of California, County of Nevada Case No.: CU22-086285 case.

8. Dismissal of Arbitrations. Plaintiffs' arbitration matters (*Khoshchin v. Atria*

Management Co., LLC, AAA Case No. 01-22-0004-2275; and (4) *Bullock v. Atria Management Co., LLC*, AAA Case No. 01-22-0001-4226) shall be stayed pending the Court's ruling on Plaintiff's Motion for Settlement Approval. No later than fifteen (15) calendar days after the Effective Date, Plaintiff Khoshchin shall dismiss her arbitration matter, and Plaintiff Bullock shall dismiss all claims from her arbitration matter except for her claims for Wrongful Termination and Failure to Accommodate.

9. Notice to Counsel. All notices, requests, demands and other communications

required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered (a) personally or mailed, postage prepaid, by first-class mail and (b) by email, to the counsel at their respective addresses as set forth herein:

Counsel for Plaintiffs

Larry W. Lee
Diversity Law Group, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
lwlee@diversitylaw.com

William L. Marder
Polaris Law Group
501 San Benito St., Suite 200
Hollister, CA 95023
bill@polarislawgroup.com

Manny Starr
Frontier Law Center
23901 Calabasas Rd., Suite 2074

Counsel for Defendant

Christopher A. Crosman
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067
ccrosman@seyfarth.com

Calabasas, CA 91302
manny@frontierlawcenter.com

10. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

11. **Effect of Non-Approval.** If the Court does not approve the Settlement as memorialized in the Settlement, the parties shall make reasonable efforts to resolve any issue identified by the Court.

12. **No Admissions.** The Parties acknowledge and agree that this Settlement is a compromise based on disputed positions and shall not be construed as an admission by any of the Parties.

13. **Disputes Relating to Settlement Administration and Enforcement.** Any disputes concerning administration of the Settlement which cannot be resolved by the Parties or enforcement of this Settlement shall be submitted to and resolved by the Court. The prevailing Party shall be entitled to recover its attorneys' fees and costs incurred for any such enforcement action.

14. **Construction.** The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties, and that this Settlement 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.

15. **Confidentiality.** Other than as may be required by law, Plaintiffs and Plaintiffs' counsel agree that they will not issue press releases or initiate any contact with the press, or post anything on the Internet, including, but not limited to, on a social media site regarding the terms of this Settlement. This section/part shall not be interpreted to impair the legal obligations of Plaintiffs and Plaintiffs' Counsel to advocate for approval of the Settlement to the Court.

16. **California Law.** This Settlement shall be interpreted in accordance with the laws of the State of California.

17. **Titles and Captions.** Section/part/paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

18. **Modification.** This Settlement may not be changed, altered, or modified, except in

1 writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be
2 discharged except by performance in accordance with its terms or by a writing signed by the Parties
3 hereto, and approved by the Court.

4 **19. Integration Clause.** This Settlement contains the entire agreement between the Parties
5 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
6 agreements, understandings, representations, and statements, whether oral or written and whether by a
7 party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in
8 writing.

9 **20. Binding on Assigns.** This Settlement shall be binding upon and inure to the benefit of
10 the Parties hereto and their respective heirs, trustees, executors, administrators, successors and
11 assigns.

12 **21. No Prior Assignments.** The Parties represent and warrant that they have not assigned,
13 transferred, encumbered, or purported to assign, transfer, or encumber any right released herein.

14 **22. No Attorneys' Fees and Costs.** Except as expressly set forth herein, the Parties shall
15 bear their own attorneys' fees and costs arising out of, or related to, the Lawsuit.

16 **23. Execution in Counterparts.** This Settlement may be executed in counterparts,
17 including by electronic signatures, and when each party has signed and delivered at least one such
18 counterpart, each counterpart shall be deemed an original, and, when taken together with other signed
19 counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all
20 Parties.

21 **24. Representation by Plaintiffs' Counsel.** Plaintiffs' Counsel represent that there are no
22 liens on the attorneys' fees to be paid under this Settlement, and that they have agreed between
23 themselves regarding apportionment of attorneys' fees to be paid as part of this Settlement. Plaintiffs'
24 Counsel further agree to indemnify and hold Defendant harmless from any claim alleging a lien or any
25 dispute amongst them regarding apportionment.

26 IN WITNESS WHEREOF, the undersigned have duly executed this Settlement as of the date
27 indicated below:
28

1 DATED: _____, 2023

MARYAM KHOSHCHIN

2
3 DATED: 10/20/23 | 1:11 PM
4 _____, 2023

DocuSigned by:

Renee Bullock

RENEE BULLOCK

5
6 DATED: _____, 2023

ATRIA MANAGEMENT COMPANY, LLC

7
8 By: _____

Its: _____

9
10
11 Approved as to form and content:

12
13 DATED: _____, 2023

DIVERSITY LAW GROUP, P.C.

14
15 By: _____

Larry W. Lee

16
17 Attorneys for Plaintiff
MARYAM KHOSHCHIN

18 DATED: _____, 2023

POLARIS LAW GROUP

19
20
21 By: _____

William L. Marder

22 Attorneys for Plaintiff
MARYAM KHOSHCHIN

1 DATED: ~~September~~ ^{October} 20, 2023

DocuSigned by:

Maryam Khoshchin

MARYAM KHOSHCHIN

2
3 DATED: September __, 2023

RENEE BULLOCK

4
5
6 DATED: September __, 2023

ATRIA MANAGEMENT COMPANY, LLC

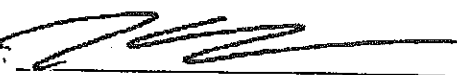
By: 

Its: _____

7
8
9
10
11 Approved as to form and content:

12
13 DATED: ~~September~~ ^{October} 20, 2023

DIVERSITY LAW GROUP, P.C.

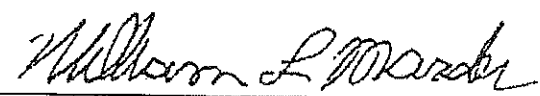
14
15 By: 

Larry W. Lee

16
17
18 DATED: ~~September~~ ^{October} 20, 2023

Attorneys for Plaintiff
MARYAM KHOSHCHIN

POLARIS LAW GROUP

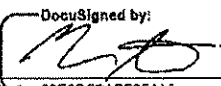
19
20
21 By: 

William L. Marder

22 Attorneys for Plaintiff
MARYAM KHOSHCHIN

1 DATED: 10/20/23 | 1:18 PDT, 2023

FRONTIER LAW CENTER

2
3 By: 
4 Manny Starr

5 Attorneys for Plaintiff
6 RENEE BULLOCK

7 DATED: _____, 2023

SEYFARTH SHAW LLP

8
9 By: _____
10 Christopher A. Crosman

11 Attorneys for Defendant
12 ATRIA MANAGEMENT CO., LLC
13
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EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Renee Bullock, Maryam Khoshchin, et al. v. Atria Management Co., LLC*, Superior Court of California, County of Nevada Case No.: CU22-086285.

Dear <<First Name>><<Last Name>>:

You have been identified as a current or former non-exempt employee of Atria Management Co., LLC ("Atria") who falls into one or more of the following three (3) categories of employees who worked for Atria during certain periods of time or who experienced certain conditions:

1. All current and former non-exempt employees of Atria in the State of California who were paid meal/rest break premiums and non-discretionary pay in the same pay period at any time between April 17, 2021 through January 13, 2023 (the "Break Premium Aggrieved Employees");

2. All current and former non-exempt employees of Atria in the State of California who were paid overtime wages and non-discretionary pay in the same pay period at any time between February 16, 2021 through July 31, 2023 (the "Overtime Aggrieved Employees");

3. All current and former non-exempt employees who worked for Atria in the State of California at any time between February 16, 2021 through January 13, 2023 and who are not part of either the Break Premium Aggrieved Employees or Overtime Aggrieved Employees (the "Non-Exempt Aggrieved Employees").

Maryam Khoshchin and Renee Bullock ("Plaintiffs") commenced lawsuits against Atria to recover civil penalties for alleged violations of the California Labor Code. Plaintiffs also initiated individual arbitration matters before the AAA against Atria. Plaintiffs alleged claims under the Private Attorneys General Act, Labor Code §§ 2698 et seq., contending that Atria failed to properly calculate the regular rate of pay when paying meal period premiums, rest period premiums, and/or overtime pay in the same pay period as other non-discretionary pay, as well as that Atria did not timely pay wages during employment or at the termination of employment, did not provide Aggrieved Employees with accurate wage statements, and other claims.

Plaintiffs and Atria have reached a settlement, which the Court approved on _____, 2023. The payment which accompanies this notice is made to you pursuant to the terms of this settlement. Your payment depends on whether you are included in the group of Break Premium Aggrieved Employees, Overtime Aggrieved Employees, and/or Non-Exempt Aggrieved Employees. Payments will be calculated as follows:

First, the sum of \$5 shall be allocated to each Aggrieved Employee;

Second, the remaining amount of the Aggrieved Employee Settlement Award will be divided by the total number of Affected Pay Periods (as defined below) worked by the Overtime Aggrieved Employees and the Break Premium Aggrieved Employees; then, the resulting sum will be multiplied by the number of Affected Pay Periods worked by each individual Overtime Aggrieved Employee and Break Premium Aggrieved Employee.

"Affected Pay Periods" means the total number of pay periods for which each Aggrieved Employee was (1) paid a meal or rest break premium and non-discretionary pay in the same pay period at any time between April 17, 2021 through January 13, 2023 and/or (2) paid overtime wages and non-discretionary pay in the same pay period at any time between February 16, 2021 through July 31, 2023. For those individuals who fall within more

1 than one group (i.e., the Overtime Aggrieved Employees and the Break Premium Aggrieved Employees), each
2 calendar pay period will be counted only once for purposes of determining the Affected Pay Periods.

3 Your payment from the settlement will be reported on an IRS Form 1099, you are responsible for paying
4 any and all taxes that may be due as a result of this payment, and should consult a tax advisor regarding the tax
5 consequences of such payment.

6 The Court-approved settlement contains the following release of claims, to which you are bound:

7 Upon the Effective Date [INSERT DATE], the Released Parties (Defendant and
8 any of its past, present and future direct or indirect parents, subsidiaries,
9 predecessors, sister companies, successors and affiliates, including but not
10 limited to Atria Senior Living Inc., Churchill Property Portfolio Owner LP,
11 Churchill RIDEA Holdco LLC, Holiday AL Management Sub, LLC, Sabra
12 Health Care REIT, Inc, Ventas, Inc, WELL Churchill Tenant LLC, Welltower
13 OP LLC, WT 9 Pack Property Owner LLC, and WT Hampshire Property Owner
14 LLC, as well as each of its or their past, present and future officers, directors,
15 employees, partners, members, shareholders and agents, attorneys, insurers,
16 reinsurers, and any individual or entity which could be jointly liable with
17 Defendant) shall be entitled to a release of all PAGA claims by or on behalf of
18 the Aggrieved Employees alleged in Plaintiffs' lawsuits, the PAGA Letters to the
19 LWDA by Plaintiffs, the AAA Arbitration matters commenced by Plaintiffs, or
20 that could have been alleged based on the facts asserted therein as follows:

21 (1) From April 17, 2021 through January 13, 2023, claims for PAGA penalties
22 for failure to pay meal and rest premiums at the regular rate of pay shall be
23 released, including, but not limited to, such claims arising under Labor Code
24 sections 226.7 and 512, as well as the IWC Wage Orders;

25 (2) from February 16, 2021 through July 31, 2023, claims for PAGA penalties
26 arising from alleged failure to pay overtime wages or overtime pay at the regular
27 rate of pay, including derivative claims, shall be released, including, but not
28 limited to, such claims arising under Labor Code sections 201, 202, 203, 226(a),
226.3, 510, 558, 1194, 1197.1, as well as the IWC Wage Orders; and

(3) from February 16, 2021 through January 13, 2023, all other claims for
PAGA penalties that were asserted or that could have been asserted on the facts
in the PAGA letters and/or the Complaints filed by Plaintiffs shall be released,
including, but not limited to, claims arising under Labor Code sections 201, 202,
203, 226, 226.3, 226.7, 510, 558, 1194, 1197.1, 2698, 2699, as well as the IWC
Wage Orders.

29 The enclosed check is valid for 120 calendar days from the date of issuance, and if you do not cash,
30 deposit, or otherwise negotiate the check within the 120-day timeframe, the check will be cancelled and the funds
31 will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

32 If you have any questions, please contact the Claims Administrator at [phone].

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA

RENEE BULLOCK, MARYAM
KHOSHCHIN, individually and on behalf of all
aggrieved employees,

Plaintiffs,

v.

ATRIA MANAGEMENT COMPANY, LLC,
and DOES 1 to 100,

Defendants.

Case No. CU22-086285

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERALS ACT OF 2004
AND AWARDING ATTORNEYS' FEES,
COSTS, SERVICE AWARDS, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES AND
JUDGMENT**

Date: TBD
Time: TBD
Dept. TBD

1
2 The Motion for an Order Approving Settlement of the Claims Brought Pursuant to the Private
3 Attorneys General Act of 2004 and Unopposed Application for an Award of Attorneys' Fees, Costs,
4 Service Awards, and Reimbursement of Settlement Administration Expenses came before this Court, on
5 _____, 2023. The above captioned Action is a Private Attorneys General Act ("PAGA")
6 representative action brought by Plaintiffs Maryam Khoshchin and Renee Bullock ("Plaintiffs") against
7 Defendant Atria Management Company, LLC ("Defendant" or "Atria") (collectively the "Parties").
8 Plaintiffs allege, on behalf of a group of Aggrieved Employees of Defendant, that Defendant violated
9 various provisions of the Labor Code, including allegations that Atria failed to properly calculate the
10 regular rate of pay when paying meal period premiums, rest period premiums, and/or overtime pay in
11 the same pay period as other non-discretionary pay, as well as that Atria did not timely pay wages
12 during employment or at the termination of employment, did not provide Aggrieved Employees with
13 accurate wage statements, and other claims. Defendant denies any and all alleged wrongdoing, and
14 denies any liability to the Plaintiffs or any aggrieved employees. Defendant contends that that it has
15 complied at all times with California law.

16 The Court, having reviewed the Parties' Stipulation of Settlement and Release (the
17 "Settlement"), as well as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS
18 FOLLOWS:

19 1. This Court has jurisdiction over the subject matter of the Lawsuit¹ and over all Parties to
20 the Action, including the California Labor & Workforce Development Agency ("LWDA") and all
21 Aggrieved Employees.

22 2. The Court finds the Settlement was entered into in good faith, that the Settlement is fair,
23 reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for
24 approval of PAGA representative actions under California law.

25
26
27
28 ¹ To the extent they are not specifically defined herein, all capitalized terms have the same meaning as is provided in the
Stipulation of Settlement and Release, which was filed with the Court on _____, and which this Order addresses.

1 3. The Aggrieved Employees who shall be bound by this Order are the following three (3)
2 categories of employees who worked during certain periods of time or who experienced certain
3 conditions:

4 1. All current and former non-exempt employees of Defendant in the State of
5 California who were paid meal/rest break premiums and non-discretionary pay in the
6 same pay period at any time between April 17, 2021 through January 13, 2023 (the
7 "Break Premium Aggrieved Employees");

8 2. All current and former non-exempt employees of Defendant in the State of
9 California who were paid overtime wages and non-discretionary pay in the same pay
10 period at any time between February 16, 2021 through July 31, 2023 (the "Overtime
11 Aggrieved Employees");

12 3. All current and former non-exempt employees who worked for Defendant in the
13 State of California at any time between February 16, 2021 through January 13, 2023
14 and who are not part of either the Break Premium Aggrieved Employees or Overtime
15 Aggrieved Employees (the "Non-Exempt Aggrieved Employees").

16 4. Upon entry of this Order, compensation to the LWDA and all Aggrieved Employees shall
17 be effected pursuant to the terms of the Settlement Agreement. The LWDA shall be paid 75% of the
18 Net Settlement Amount and the Aggrieved Employees shall be paid 25% of the Net Settlement Amount.

19 5. In addition to any recovery that Plaintiffs may receive as an Aggrieved Employee from
20 the Net Settlement Amount, and in recognition of the Plaintiffs' efforts on behalf of the Aggrieved
21 Employees and the LWDA, the Court hereby approves the payment of service awards to the Plaintiffs in
22 the amount of Ten Thousand Dollars (\$10,000) each. This shall be paid from the Gross Settlement
23 Amount.

24 6. The Court approves the payment of attorneys' fees to Plaintiff's Counsel, in the sum of
25 Five Hundred Fifty Nine Thousand Three Hundred and Fifty Dollars (\$559,350), and the reimbursement
26 of litigation expenses in the sum _____ Dollars (\$ _____). This shall be paid
27 from the Gross Settlement Amount.
28

1 7. The Court approves and orders payment in the amount not to exceed Seventeen Thousand
2 Dollars and Zero Cents dollars (\$17,000.00) to Simpluris for performance of its settlement claims
3 administration services. This shall be paid from the Gross Settlement Amount.

4 8. The parties are directed to send notice of this Settlement to all Aggrieved Employees in
5 the form attached to the Settlement as Exhibit A, together with their settlement payments.

6 9. Upon entry of this Order, the LWDA, Plaintiffs and all Aggrieved Employees as defined
7 in paragraph 3 above shall fully, finally and forever release, relinquish, and discharge the Released
8 Parties from all Released Claims, as defined by the terms of the Settlement.

9 10. Upon completion of administration of the Settlement, the parties shall file a declaration
10 setting that the terms of the Settlement have been completed.

11 11. This Court shall retain jurisdiction with respect to all matters related to the
12 administration, enforcement and consummation of the Settlement, and any and all claims, asserted in,
13 arising out of, or related to the subject matter of the Lawsuit, including but not limited to all matters
14 related to the Settlement and the determination of all controversies relating thereto.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

Judge of the Superior Court