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26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **FOR THE COUNTY OF LOS ANGELES**

28 **Irene Gomez**, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Purple Heart Compassion, Inc., a California
Corporation; **Alik Eliasian**, an individual, **Steve**
Pineda, an individual; and **Does 1-100**;

Defendants.

CASE NO. 22STCV04548

[Assigned to Honorable William F. Highberger,
Department 10]

CLASS ACTION

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLASS ACTION**

Complaint Filed: February 4, 2022

Trial Date: None Set

1 This Joint Stipulation of Settlement and Release of Class Action (“Agreement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff Irene Gomez (“Plaintiff” or “Class
3 Representative”), as an individual and on behalf of all others similarly situated, and Defendants Purple
4 Heart Compassion, Inc., Alik Eliasian, and Steve Pineda (“Defendants”) (Plaintiff and Defendants are
5 referred to herein as the “Parties”).

6 This Stipulation is subject to the approval of the Court, pursuant to California Rules of Court,
7 Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement of
8 the Action on a class-wide basis subject to the following terms and conditions.

9 This settlement shall be binding on Plaintiff and the Settlement Class and Aggrieved Employees
10 Plaintiff represents, on the one hand, and Defendants, on the other, subject to the terms and conditions
11 hereof and the approval of the Court.

12 RECITALS

13 1. Plaintiff’s complaint was filed on February 4, 2022 against Defendants in Los Angeles
14 County Superior Court entitled *Irene Gomez. v. Purple Heart Compassion, Inc., et al.* Case Number No.
15 22STCV04548 which sets forth the following causes of action: (1) failure to pay minimum wage for all
16 hours worked; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
17 provide rest periods; (5) failure to reimburse necessary business expenses; (6) failure to provide and
18 maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay
19 wages after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of
20 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. &
21 Prof. Code §§ 17200, *et seq.*

22 2. Defendants deny all material allegations set forth in the Action and have asserted
23 numerous affirmative and other defenses.

24 3. Notwithstanding, in the interest of avoiding further litigation, the Parties desire to fully
25 and finally settle all actual or potential claims by the Class Members plead in the operative complaint.

26 4. This Settlement Agreement is made and entered into by and between Plaintiff,
27 individually and on behalf of all others similarly situated and aggrieved, and Defendants, and is subject
28 to the terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that

1 this Agreement is entered into solely for the purpose of compromising significantly disputed claims and
2 that nothing herein is an admission of any liability or wrongdoing by Defendants. If, for any reason the
3 Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned
4 to their original respective positions.

5 5. The Parties agree to abide by the terms of the Class Settlement in good faith and to
6 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any
7 legal challenge, whether by appeal or collateral attack.

8 6. On June 17, 2022, the Parties participated in mediation before David Perrault of Judicate
9 West (the “Mediator”), a well-respected mediator of employment and wage and hour class actions. At
10 the mediation, the Parties agreed to the principal terms of a class action and PAGA settlement and
11 entered into a Memorandum of Agreement (“MOA”) setting forth those terms.

12 7. Class Counsel has conducted significant investigation during the prosecution of the
13 Action. This investigation has included, among other things, (a) numerous telephonic and Zoom
14 conferences with Plaintiff; (b) inspection and analysis of numerous payroll and policy documents and
15 other information produced by Plaintiff and Defendants; (c) analysis of the legal positions taken by
16 Defendants; (d) investigation into the viability of class treatment of the claims asserted in the Action;
17 (e) analysis of potential class-wide damages, including information sufficient to understand Defendants’
18 potential defenses to Plaintiff’s claims; (f) research of the applicable law with respect to the claims
19 asserted in the Action and the potential defenses thereto; (g) assembling and analyzing of data for
20 calculating damages; (h) telephonic conferences with potential witnesses, and (i) hiring the services of
21 an expert to analyse and prepare Defendants’ exposure.

22 8. The extensive informal discovery conducted in this matter, as well as discussions between
23 counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding
24 of the merits of their positions and to evaluate the risks of continued litigation and the value of the
25 Settlement Class’ claims. The informal discovery and investigation conducted in this Action and the
26 information exchanged by the Parties through discovery and settlement discussions are sufficient to
27 reliably assess the merits of the Parties’ respective positions and to compromise the issues on a fair and
28 equitable basis.

9. The settlement discussions before, during, and after mediation were conducted at arm's length and the settlement is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

10. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification of the Action as well as trying the claims of the class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action and litigation of those claims on a class-wide basis.

11. Class Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits upon Plaintiff and the Class Members and that an independent review of this Stipulation by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class Members.

12. Based on the data and documents produced during informal discovery and in response to a Labor Code sections 226 and 1198.5 records request, Class Counsel's own independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, the sharply contested legal and factual issues involved, and numerous appellate issues.

DEFINITIONS

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

1 13. **“Action”** means *Irene Gomez v. Purple Heart Compassion, Inc., et al.* Los Angeles County,
2 Case No. 22STCV04548.

3 14. **“Aggrieved Employees”** means those Class Members who worked for Defendants
4 within the **PAGA Period**.

5 15. **“Class Counsel’s Fees and Costs”** means attorneys’ fees agreed upon by the Parties
6 and approved by the Court for Class Counsel’s litigation and resolution of this Action, and all costs
7 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated
8 with documenting the Settlement, securing the Court’s approval of the Settlement, responding to any
9 objections to the settlement and appeals arising therefrom, administering the Settlement, and obtaining
10 entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request
11 attorneys’ fees not in excess of one-third of the Maximum Settlement Amount, or up to Ninety-Five
12 Thousand Dollars (\$95,000.00). The Class Counsel’s Fees and Costs will also mean and include the
13 additional reimbursement of Class Counsel’s actual reasonable costs incurred in connection with Class
14 Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars and Zero Cents
15 (\$15,000.00), subject to the Court’s approval. Defendants agree not to oppose Class Counsel’s request
16 for fees and reimbursement of costs as set forth above. The Class Counsel’s Fees and Costs will come
17 out of the Maximum Settlement Amount.

18 16. **“Settlement Administrator”** means a third-party class action settlement claims
19 administrator. The parties agree to utilize CPT Group, Inc., or other administrator who provides a
20 competitive bid and assures quality service. The Administration fee is to come out of the Maximum
21 Settlement Amount, but not to exceed \$15,000. The Parties will not select a Settlement Administrator
22 in which either have any financial interest or other relationship that could create a conflict of interest.

23 17. **“Settlement Administration Costs”** means the costs payable from the Maximum
24 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
25 not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated
26 amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and
27 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
28 process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be

1 paid from the Maximum Settlement Amount.

2 18. **“Class Counsel”** means Elliot J. Siegel of King & Siegel LLP and Xavier Villegas of Law
3 Office of Xavier Villegas.

4 19. **“Class List”** means a complete list of all Class Members that Defendants will diligently
5 and in good faith compile from their records and provide to the Settlement Administrator within twenty
6 (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a
7 readable Microsoft Office Excel spreadsheet and will include, to the extent Defendants have such
8 information, Class Members’ names; last-known addresses; last-known telephone numbers; last-known
9 email addresses; social security numbers; start date of employment; end date of employment; number of
10 work weeks qualifying as a Class Member during the Class Period; and the total number of work weeks
11 of all Class Members during the Class Period. Defendants agree to work with and provide Class Counsel
12 reasonable assistance in locating any Class Members for which Defendants’ records are incomplete.

13 20. **“Class Member(s)”** or **“Settlement Class”** or the **“Class”** means “all persons who
14 worked at least one 3.5-hour shift as a non-exempt employee for Defendants in the State of California
15 from February 4, 2018 to the date of preliminary approval or September 15, 2022, whichever is earlier.”
16 Defendants represent that there were approximately 115 Class Members as of June 17, 2022. This
17 representation is a material term for Plaintiff entering into this Stipulation.

18 21. **“Class Period”** means the period from February 4, 2018 to the date of preliminary
19 approval or September 15, 2022, whichever is earlier.

20 22. **“Class Representative”** means Plaintiff Irene Gomez who will seek to be appointed as
21 the representative for the Settlement Class.

22 23. **“Class Representative Enhancement Payment”** means the amounts to be paid to
23 Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Class Members
24 and negotiating the Settlement. Defendants agree not to dispute that the Class Representative will be
25 paid, subject to Court approval, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the
26 Maximum Settlement Amount for her services on behalf of the class, subject to the Court granting Final
27 Approval of this Settlement Agreement and subject to the exhaustion of any and all appeals. Should the
28 Court reduce the Class Representative Enhancement Payment, any such reduction shall revert to the

Net Settlement distributed to Participating Class Members.

24. **“Court”** means the Superior Court of California, County of Los Angeles.

25. **“Defendants”** means Purple Heart Compassion, Inc., Alik Eliasian, and Steve Pineda.

26. **“Effective Date”** means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) this Settlement Agreement has been executed by all parties and by counsel for the Settlement Class and Defendants; (ii) the Court has given Preliminary Approval to the Settlement, including approving a provisional Settlement Class; (iii) notice has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of the Settlement or to opt-out of the Settlement; (iv) the Court has given Final Approval to the Settlement, including entering a final order and judgment certifying the Class and approving this Settlement Agreement; and either: (a) five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval of the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (b) in the event an appeal, writ or other appellate proceeding opposing the Settlement is filed, five (5) business days after any such appeal, writ, or other appellate proceeding has been dismissed finally and conclusively with no right to pursue further remedies or relief.

27. **“Individual Settlement Payment”** means each Participating Class Member’s share of the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request for Exclusion, to be paid without the need to submit a claim.

28. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved Employees calculated according to the number of Workweeks worked during the PAGA Period.

29. **“Labor and Workforce Development Agency Payment”** means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)). The Parties have agreed that Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Maximum Settlement Amount will be allocated to the resolution of any Aggrieved Employees’ claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand

Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), of the PAGA Settlement Amount will be paid to the Aggrieved Employees as part of the Net Settlement Amount.

30. **“Maximum Settlement Amount”** means the maximum settlement amount of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) to be paid by Defendants in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payments, Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce Development Agency Payment, and the Class Counsel’s Fees and Costs to Class Counsel. Defendants further agree they are responsible for employer payroll taxes, which is not included in the Maximum Settlement Amount and is to be paid in addition to the Maximum Settlement Amount. In no event will Defendants be liable for more than the Maximum Settlement Amount, *other than for employer-side payroll taxes*, except as otherwise set forth herein. The Maximum Settlement Amount is non-reversionary.

31. **“Net Settlement Amount”** means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payments, Settlement Administration Costs, Labor and Workforce Development Agency Payment, and Class Counsel’s Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

32. **“Notice of Objection”** means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of the objector’s social security number, (b) the dates the objector was employed by Defendants in California, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based.

33. **“Notice Packet”** or **“Notice”** means the Notice of Class Action Settlement and Share Form, substantially in the form attached as **Exhibit A**.

34. **“PAGA Period”** shall run from January 26, 2021 to the date of preliminary approval or September 15, 2022, whichever is earlier.

1 35. **“Parties”** means Plaintiff and Defendants collectively.

2 36. **“Participating Class Members”** means all Class Members who do not submit valid
3 Requests for Exclusion.

4 37. **“Plaintiff”** means Irene Gomez.

5 38. **“Preliminary Approval”** means the Court order granting preliminary approval of the
6 Settlement Agreement and entering an order in the form attached hereto as **Exhibit B**.

7 39. **“Final Approval”** means the Court granting final approval of the Settlement and
8 entering a final judgment and an order in the form attached hereto as **Exhibit C**.

9 40. **“Released Claims”** means all claims that were or reasonably could have been alleged
10 based on the factual allegations contained in the operative Class Action Complaint filed in the Action,
11 including all of the following claims for relief: (1) failure to pay minimum wage for all hours worked; (2)
12 failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)
13 failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records;
14 (7) failure to timely pay wages during employment; (8) failure to timely pay wages after employment;
15 (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698,
16 *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* It is
17 the intent of the Parties that the judgment entered by the Court upon Final Approval of the Settlement
18 shall have *res judicata* and/or collateral estoppel effect and be final and binding upon Plaintiff and all
19 Participating Class Members regarding all of the Class Member Released Claims. Further, it is the intent
20 of the Parties that the judgment entered by the Court upon Final Approval and Settlement shall have *res*
21 *judicata* and/or collateral estoppel effect and be final and binding upon Plaintiff and all Aggrieved
22 Employees with respect to all PAGA claims that were or reasonably could have been alleged based on
23 the factual allegations contained in the operative Class Action Complaint filed in the Action, regardless
24 of whether an Aggrieved Employee opts-out of the Settlement Agreement. Except as to the Released
25 Claims, as described in the preceding sentences of this Paragraph 40, and the Released PAGA Claims,
26 Participating Class Members do not release any other claims, including claims for vested benefits,
27 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
28 disability, social security, workers’ compensation.

1 41. **“Released PAGA Claims”** means the claims being released by Aggrieved Employees,
2 on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, for PAGA penalties that were alleged, or reasonably could have
4 been alleged, based on the Operative Complaint and the PAGA Notice.

5 42. **“Release Period”** means the period from February 4, 2018 to the date of preliminary
6 approval or September 15, 2022, whichever is earlier.

7 43. **“Released Parties”** means (i) Defendants; and (ii) each of Defendants’ respective past,
8 present, and future parents, subsidiaries, principals, and any other person corporation, association, or
9 partnership responsible or potentially responsible for the claims made in the Action, and the past,
10 present, and future shareholders, directors, officers, agents, employees, attorneys, insurers,
11 predecessors, successors, heirs, and assigns of any of the foregoing.

12 44. **“Request for Exclusion”** means a timely letter submitted by a Class Member indicating
13 a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the
14 Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social
15 Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member
16 received the Notice, does not wish to participate in the Settlement, and wants to be excluded from the
17 Settlement; (d) be returned by first class mail or equivalent to the Settlement Administrator at the
18 specified address; and, (e) be postmarked on or before the Response Deadline. The date of the postmark
19 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
20 has been timely submitted. A Class Member who does not request exclusion from the Settlement will be
21 deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement
22 is granted Final Approval by the Court.

23 45. **“Response Deadline”** means the deadline by which Class Members must postmark to
24 the Settlement Administrator valid Share Forms, Requests for Exclusion, or file and serve objections to
25 the Settlement. The Response Deadline will be thirty (30) calendar days from the initial mailing of the
26 Notice Packet by the Settlement Administrator, unless the 30th day falls on a Sunday or federal holiday,
27 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service
28 is open. The Response Deadline for Objections or Requests for Exclusion will be extended fifteen (15)

1 calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator,
2 unless the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be
3 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
4 extended by express agreement between Class Counsel and Defendants. Under no circumstances,
5 however, will the Settlement Administrator have the authority to extend the deadline for Class Members
6 to submit a Request for Exclusion, or objection to the Settlement.

7 46. “**Settlement**” means the agreement to resolve the Action on terms and conditions as set
8 forth in this Settlement Agreement.

9 47. “**Workweeks**” means the number of weeks actually worked for each Class Member as a
10 non-exempt employee during the Class Period. Workweeks are determined by calculating the number
11 of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding
12 up to the nearest whole number.

13 **CLASS CERTIFICATION**

14 48. Solely for purposes of settling the Action, the Parties stipulate and agree that the
15 requisites for establishing class certification with respect to the Settlement Class have been met and are
16 met. More specifically, the Parties stipulate and agree for purposes of this Settlement only that:

17 a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join
18 all Class Members;

19 b. There are common questions of law and fact including, but not limited to, the following:

20 i. Whether Defendants failed to provide Plaintiff and Class Members with
21 all required minimum wage payments;

22 ii. Whether Defendants failed to provide Plaintiff and Class Members with
23 all required overtime payments;

24 iii. Whether Defendants failed to provide Plaintiff and Class Members with
25 rest periods or rest periods premium pay in lieu thereof;

26 iv. Whether Defendants failed to provide Plaintiff and Class Members with
27 meal periods or meal periods premium pay in lieu thereof;
28

v. Whether Defendants failed to pay Plaintiff and Class Members earned minimum wages, overtime wages, and rest and meal periods premiums due to Plaintiff and Class Members during employment and upon discharge;

vi. Whether Defendants failed to provide Plaintiff and Class Members with complete and accurate wage statements as required by California Labor Code section 226;

vii. Whether Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses;

viii. Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200 *et seq.*;

ix. Whether Defendants are subject to penalties pursuant to Labor Code section 2699, *et seq.*

c. That the Class Representatives' claims are typical of the claims of the members of the Settlement Class.

d. That the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

e. That the prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. That questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

TERMS OF AGREEMENT

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

49. Funding of the Maximum Settlement Amount. Within five (5) business days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement. Within ten (10) calendar days of receipt of the accounting, Defendants will pay the entire Maximum Settlement Amount *plus* all required

1 employer-side payroll taxes to the Settlement Administrator. Payment will be deposited into a Qualified
2 Settlement Account to be established by the Settlement Administrator.

3 Within ten (10) business days of the funding of the Maximum Settlement Amount, the
4 Settlement Administrator will issue payments to (a) the Settlement Administrator; (b) the Labor and
5 Workforce Development Agency; (c) Class Representative; (d) Class Counsel; and (e) Participating
6 Class Members.

7 50. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede any
8 application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of the
9 Maximum Settlement Amount, or \$95,000, plus the reimbursement of actual reasonable costs and
10 expenses incurred in connection with Class Counsel's litigation and settlement of the Action, up to
11 Fifteen Thousand Dollars and Zero Cents (\$15,000), all of which will be paid from the Maximum
12 Settlement Amount.

13 51. Class Representative Enhancement Payments. In exchange for a general release, and in
14 recognition of her efforts and work in prosecuting the Action on behalf of Class Members and negotiating
15 the Settlement, Defendants agree not to oppose or impede any application or motion for Class
16 Representative Enhancement Payment of up to a total of Fifteen Thousand Dollars and Zero Cents
17 (\$15,000.00) to the Class Representative, subject to the Court's approval. The Class Representative
18 Enhancement Payment, which will be paid from the Maximum Settlement Amount, will be in addition
19 to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. The Class Representative
20 agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542,
21 against Defendants for their payment, which this Stipulation includes. The Settlement Administrator
22 will issue an IRS Form 1099 for the enhancement payment to the Class Representative, and the Class
23 Representative shall be solely and legally responsible for correctly characterizing this compensation for
24 tax purposes and for paying any taxes on the amount received. Should the Court reduce the Class
25 Representative Enhancement Payment, any such reduction shall revert to the Net Settlement
26 distributed to Participating Class Members.

27 52. Settlement Administration Costs. The Settlement Administrator will be paid for the
28 reasonable costs of administration of the Settlement and distribution of payments from the Maximum

Settlement Amount, which is currently estimated to be no more than \$15,000.00. These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and providing necessary reports and declarations.

53. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), will be paid to the LWDA, and Twenty-Five Percent (25%), or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), will be distributed to Participating Class Members as part of the Net Settlement Amount.

54. Net Settlement Amount. "Net Settlement Amount" shall mean the Maximum Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and Costs, Class Representative Enhancement Payment, and Labor and Workforce Development Agency Payment.

55. Settlement Administration Cost Decreases. Any portion of the estimated or designated Settlement Administration Costs which are not required to fulfill the total Settlement Administration Costs will become part of the Net Settlement Amount.

56. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the Workweeks a Participating Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendants' possession, custody, or control. Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator's decision on all Workweek disputes will be final and

1 non-appealable.

2 b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks
3 for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class
4 Member during the Class Period. The respective Workweeks for each Settlement Class Member will be
5 divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for
6 each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied
7 by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual
8 Settlement Payments.

9 c. Using the Class Data, the Settlement Administrator will calculate the total number of pay
10 periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible
11 pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA payment
12 allocated to Aggrieved Employees. An Aggrieved Employee's pay periods shall be calculated to the
13 nearest hundredth of a full workweek.

14 57. Settlement Awards Do Not Trigger Additional Benefits. All Individual Settlement
15 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
16 Members solely in the year in which such payments actually are received by the Participating Class
17 Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments
18 will not entitle any Participating Class Member to additional compensation or benefits under any
19 company bonus, commission, or other compensation or benefit plan or agreement in place during the
20 period covered by the Settlement, nor will it entitle any Participating Class Member to any increased
21 retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of
22 this Settlement that the Individual Settlement Payments provided for in this Settlement are the sole
23 payments to be made by Defendants to the Participating Class Members, and that the Participating Class
24 Members are not entitled to any new or additional compensation or benefits as a result of having received
25 the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
26 or compensation plan document that might have been in effect during the period covered by this
27 Settlement).

28 58. Settlement Administration Process. The Parties agree to cooperate in the administration

of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

59. Delivery of the Class List. Within twenty calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. The Settlement Administrator shall provide Defendants' counsel a secure link for uploading the Class List. The Settlement Administrator shall treat the Class List as confidential, and shall only disclose the Class List to those individuals who require the information on the Class List to accomplish the Settlement Administrator's obligations pursuant to the Parties' Settlement. Notwithstanding the above, should Defendants lack sufficient data to identify Class Members' most recent addresses, Defendants and the Settlement Administrator will not reasonably withhold the identity of those Class Members from Class Counsel in order that Class Counsel may attempt to locate those Class Members.

60. Notice by First-Class U.S. Mail. Within ten (10) calendar days following receipt of the Class List, the Settlement Administrator will mail a Notice Packet, in the form attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (e) the dates which comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or objections; (g) the deadlines by which the Class Member must fax or postmark Requests for Exclusions or file and serve objections to the Settlement; (h) the claims to be released, as set forth herein; and (i) the date for the Final Approval Hearing.

61. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is

provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an objection to the Settlement.

62. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

63. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of weeks he/she worked during the Class Period, or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member in consultation with Class Counsel and counsel for Defendants and will make the final decision as to the Individual Settlement Payment to which the Class Member may be entitled.

64. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any Class Member who submits a Request for Exclusion shall be prohibited from objecting to the Settlement Agreement.

65. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid

Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval to the Settlement. All Non-Participating Class Members who are also Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the Operative Complaint and the PAGA Notice.

66. Objection Procedures. To object to the Settlement Agreement, a Class Member must file a valid Notice of Objection with the Settlement Administrator on or before the Response Deadline. The Settlement Administrator shall serve all objections as received on Class Counsel and Defendants' Counsel, as well as file all such objections with the Court. The Notice of Objection shall be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark date of the filing and service will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage or facilitate Class Members objecting to the Settlement Agreement or appealing from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

67. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; and (b) whether any Class Member has submitted a challenge to any information contained in their Claim Form or Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. No later than 28 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a declaration with summary information of the Notice process, including but not limited to (a) the total amount of final Individual Settlement Payments of each Settlement Class Member (b) the number of Settlement Class Members to receive such payments, (c) the final number of requests for exclusion/Opt-Outs and objections, (d) the Settlement Administrator's qualifications for

administration, and (e) an explanation of the steps taken to implement the Notice process as set forth in this Agreement.

68. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members will be negotiable for 120 calendar days from the date the check was issued. Upon the expiration of 120 calendar days, uncashed settlement award checks will not be re-issued, except for good cause and as mutually agreed upon by the Parties in writing. All uncashed checks will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

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

70. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: of each Individual Settlement Payment, 20% will be allocated as alleged unpaid wages, and 80% will be allocated as alleged unpaid civil penalties, alleged unpaid interest, and expense reimbursement. The percentage of each Individual Settlement Payment allocated as wages will be reported on an IRS Form W-2 by the Settlement Administrator. The remaining percentage of each Individual Settlement Payment allocated as interest, penalties and reimbursement will be reported on an IRS Form-1099 by the Settlement Administrator.

71. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. Within five (5) business days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement, including the amount of the employer contribution for payroll taxes to be paid by Defendants.

72. Tax Liability. The Class Representative, Class Members, and Class Counsel acknowledge and agree that they are solely responsible for the payment of any and all federal, state, city

1 or local taxes which might be due and owing as a result of any term contained in this agreement. The
2 parties acknowledge that no tax advice has been offered or given by either party, their attorneys, agents,
3 or any other representatives, in the course of these negotiations, and each party is relying upon the
4 advice of its own tax consultant with regard to any tax consequences that may arise as a result of the
5 execution of this agreement. The Class Representatives and Class Counsel acknowledge that they may
6 be required to submit a Form W-9; and the Class Representatives, Class Members, and Class Counsel
7 acknowledge that the Settlement Administrator may be required to issue a Form 1099 or other tax form
8 reporting the consideration flowing to the Class Representatives, Class Members, and Class Counsel
9 under this agreement to the Internal Revenue Services and/or other taxing authority. Nothing herein
10 shall obligate the Class Representatives, Class Members, and Class Counsel to pay, indemnify, or
11 otherwise assume responsibility for any taxes that would be owed by Defendants in the first instance or
12 as a result of any re-classification of the treatment of the payments, such as, for example, employer-side
13 payroll contributions.

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

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

9 74. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
10 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
11 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
12 of action, or right herein released and discharged, including without limitation, the Released Claims.

13 75. Release of Claims by Class Members. Upon the Effective Date, the Settlement Class and
14 each Participating Class Member, fully releases and discharges the Released Parties for the Released
15 Claims for the Release Period. Participating Class Members will be deemed to have acknowledged and
16 agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual
17 Settlement Payment constitutes payment of all sums allegedly due to them. Participating Class Members
18 will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not
19 applicable to the Individual Settlement Payment.

20 76. Plaintiff's Released Claims. In addition to the Participating Class Members' Released
21 Claims described above, in exchange for the consideration recited in this Stipulation, including but not
22 limited to the Class Representative Enhancement Awards, Plaintiff releases, acquits, and discharges and
23 covenants not to sue any of the Released Parties for any claim, whether known or unknown, which she
24 has ever had, or hereafter may claim to have, arising on or before the date she signs this Stipulation,
25 including without limitation to, any claims relating to or arising out of any aspect of her relationship with
26 Defendants, or the termination of that relationship, any claims for unpaid compensation, wages,
27 reimbursement for business expenses, penalties, or waiting time penalties under the California Labor
28 Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code,

1 the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or any state, county, or city law or
2 ordinance regarding wages or compensation; any claims for employee benefits including without
3 limitation, any claims under the Employment Retirement Income Security Act of 1974; any claims of
4 employment discrimination, harassment or retaliation on any basis, including without limitation, any
5 claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section
6 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical
7 Leave Act of 1993, the California Government Code (including without limitation the Fair Employment
8 and Housing Act), the Labor Code, or any other state, county, or city law or ordinance regarding
9 employment discrimination, harassment or retaliation. Plaintiff acknowledges and agrees that the
10 foregoing general release is given in exchange for the consideration provided to her under this
11 Stipulation by Defendants. However, this release shall not apply to claims for workers' compensation
12 benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right
13 that as a matter of law cannot be waived or released.

14 Plaintiff expressly waives any rights or benefits available to her under the provisions of Section
15 1542 of the California Civil Code, which provides as follows:

16 **A general release does not extend to claims that the creditor or releasing party does**
17 **not know or suspect to exist in his or her favor at the time of executing the release**
18 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or released party.

19 Plaintiff understands fully the statutory language of Civil Code Section 1542 and, with this
20 understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether
21 known or unknown, which she had, or hereafter may claim to have, arising on or before the date of her
22 signature to this Stipulation, and specifically waives all rights she may have under the California Civil
23 Code section 1542. Additionally, Plaintiff shall provide Defendants a request for dismissal with
24 prejudice as to the Eleventh through Eighteenth causes of action. Defendants shall hold the dismissal
25 in trust, not to be filed until and unless final approval is granted and all payments made under this
26 Agreement.

27 77. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
28 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and

determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order, in the form attached hereto as **Exhibit B**, for:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including but not limited to, payment of Class Counsel's fees and costs, and the Class Representative Enhancement Payment, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;

b. Preliminarily Certifying a Settlement Class;

c. Approving, as to form and content, the proposed Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice;

e. Directing the mailing of the Notice, by first class mail to the Class Members; and

f. Giving Preliminary Approval to Settlement subject to final review by the Court.

78. Duties of the Parties Following Final Court Approval. Following Final Approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed final order of approval and judgment, in the form attached hereto as **Exhibit C**, for:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs;

c. Approving the Class Representative Enhancement Payment to the Class Representative;

d. Approving the Settlement Administration Costs of the Settlement Administrator; and

e. Entering judgment in this Action.

79. Rescission of Settlement Agreement (by Defendants). If more than ten percent (10%) of the Class Members opt-out of the Settlement by submitting Requests for Exclusion, Defendants may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised,

1 Defendants shall be solely responsible for all costs of the Settlement Administrator accrued to that point.

2 80. Escalator Clause. Defendant represents that there are approximately 115 Class Members
3 as of June 17, 2022. If the Class increases by more than 10% as of June 17, 2022, the Maximum Settlement
4 Amount will increase proportionally for each Class Member in excess of that threshold.

5 81. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
6 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
7 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
8 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
9 likewise be treated as void from the beginning. In such event, if the Court rejects the Settlement despite
10 the Parties' best efforts, the Parties shall be jointly liable for all Settlement Administration costs
11 incurred.

12 82. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
13 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
14 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary
15 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement
16 Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
17 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
18 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
19 proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement document, attached as
20 **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary
21 Approval. Defendants agree not to oppose the Motion for Preliminary Approval so long as the Motion
22 is consistent with the terms of the Settlement. Concurrent with the filing of the motion for Preliminary
23 Approval of the Settlement Agreement, Class Counsel shall submit a copy of the Settlement Agreement
24 to the LWDA.

25 83. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
26 deadlines to Request for Exclusion, or objections to the Settlement Agreement, and with the Court's
27 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final
28 Approval of the Settlement Agreement along with the amounts properly payable for (a) Individual

1 Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class
2 Counsel's Fees and Costs; (d) the Class Representative Enhancement Payment; (e) all Settlement
3 Administration Costs; and (f) the employer's share of payroll taxes for wages paid in connection with
4 the Individual Settlement Payments. Class Counsel will be responsible for drafting all documents
5 necessary to obtain Final Approval, including responding to any objections and appeals arising
6 therefrom. Class Counsel will also be responsible for drafting the attorneys' fees and costs application
7 to be heard at the Final Approval hearing.

8 84. Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein,
9 either Party may terminate this Settlement if the Court declines to enter the Preliminary Approval
10 Order, the Final Approval Order, or final judgment in substantially the form submitted by the Parties,
11 or the Settlement Agreement as agreed does not become final because of appellate court action. The
12 Terminating Party shall give to the other Party (through its counsel) written notice of its decision to
13 terminate no later than ten (10) business days after receiving notice that one of the enumerated events
14 has occurred. Termination shall have the following effects:

15 a. The Settlement Agreement shall be terminated and shall have no force or effect, and no
16 Party shall be bound by any of its terms;

17 b. In the event the Settlement is terminated, Defendants shall have no obligation to make
18 any payments, including to any Party, Class Member or Class Counsel, unless Defendants are the
19 Terminating Party. The Terminating Party shall pay the Settlement Administrator for services rendered
20 up to the date the Settlement Administrator is notified that the Settlement has been terminated;

21 c. The Preliminary Approval Order, Final Approval Order, and Judgment, including any
22 order of class certification, shall be vacated;

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

26 e. Neither this Stipulated Settlement, nor any related documents, actions, statements, or
27 filings in furtherance of settlement (including all matters associated with the mediation) shall be
28 admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

1 85. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
2 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
3 pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry
4 of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the
5 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
6 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
7 Agreement. Further, within 10 days after entry of the judgment and final approval order, Class Counsel
8 shall submit copies of these documents to the LWDA.

9 86. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
10 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
11 Any Exhibits to this Agreement are an integral part of the Settlement.

12 87. Entire Agreement. This Settlement Agreement, the general release of all claims by the
13 Class Representative, and any attached Exhibits constitute the entirety of the Parties' settlement terms.
14 No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
15 The Parties expressly recognize California Civil Code section 1625 and California Code of Civil
16 Procedure section 1856(a), which provide that a written agreement is to be construed according to its
17 terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
18 extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this
19 Agreement.

20 88. Amendment or Modification. This Settlement Agreement may be amended or modified
21 only by a written instrument signed by the named Parties and counsel for all Parties or their successors-
22 in-interest.

23 89. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
25 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
26 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
27 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
28 each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties

are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

90. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Notice, attached hereto as Exhibit A, will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

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

92. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

93. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

94. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

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

96. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this

Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein. For good and valuable consideration, Plaintiff further agrees that she will not request to be excluded from the Settlement Agreement, nor object to any terms herein. Any such request for exclusion or objection by Plaintiff will be void and of no force or effect. Any efforts by Plaintiff to circumvent the terms of this paragraph will be void and of no force or effect.

97. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Fees and Costs below the amount requested from the Court, and either Party may terminate this Settlement or appeal any Court order which is not in substantially the form submitted by the Parties.

98. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

99. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

100. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a

further waiver by such party of the same or any other condition, covenant, right, or remedy.

101. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

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

103. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

104. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to the Court's Final Approval.

105. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be transmitted to a Party via email:

To Plaintiff and the Settlement Class:

Elliot J. Siegel
elliot@kingsiegel.com
KING & SIEGEL LLP
724 S. Spring Street, Suite 201

Los Angeles, California 90014

Xavier Villegas
xavier@xaviervillegaslaw.com
LAW OFFICE OF XAVIER VILLEGAS
2390 Las Posadas Road, C168
Camarillo, CA 93010

To Defendants:

Tal Burnovski Yeyni
tyeyni@lewitthackman.com
Nicholas Kanter
nkanter@lewitthackman.com
LEWITT HACKMAN
16633 Ventura Blvd., 11th Floor
Encino, CA 91436

106. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

107. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

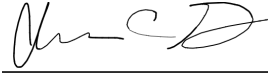
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Irene Gomez

Dated: 07 / 29 / 2022



Irene Gomez

DEFENDANT: Purple Heart Compassion, Inc.

Dated: 8/2/2022

By: Arman Arakelyan

DocuSigned by:

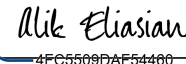
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Its: Authorized officer

DEFENDANT: Alik Eliasian

Dated: 8/2/2022

By: Alik Eliasian

DocuSigned by:

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Its:

DEFENDANT: Steve Pineda

Dated: 8/2/2022

By: Steve Pineda

DocuSigned by:

1D6EF650C2734F0...

Its:

1 Approved as to form only:

2
3 Dated:

KING & SIEGEL, LLP

4
5 By Elliot Siegel
6 Elliot J. Siegel
7 Attorneys for Plaintiff and the Settlement Class

8 Dated: July 29, 2022

LAW OFFICE OF XAVIER VILLEGAS

9
10 By Xavier Villegas
11 Xavier Villegas
12 Attorneys for Plaintiff and the Settlement Class

13 Dated:

LEWITT HACKMAN

14 By Tal Burnovski Yeyni Nick Kanter
15 Tal Burnovski Yeyni
16 Nicholas Kanter
17 Attorneys for Defendants
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Exhibit A

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

Irene Gomez v. Purple Heart Compassion, Inc., et al.
Superior Court of the State of California, Los Angeles County
Case No. 22STCV04548

*You are **not** being sued. This is **not** an ad. This notice affects your rights. Please read it carefully.*

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ
THIS NOTICE CAREFULLY.**

You have received this Notice of Class Action Settlement because Purple Heart Compassion, Inc., Alik Eliasian, and Steve Pineda (collectively, “Defendants”) records show you are what is called a “Class Member,” and therefore entitled to a payment from this class action settlement (“Settlement”). **Class Members are all persons who worked at least one 3.5-hour shift as a non-exempt employee for Defendants in the State of California from February 4, 2018 to [date of preliminary approval or September 15, 2022, whichever is earlier]** (“Class Period”).

On [date of preliminary approval], Honorable William F. Highberger of the Superior Court of California for the County of Los Angeles granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, you choose to “opt out”) by following the procedures described below, you will be considered a Participating Class Member, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be \$ [redacted].

The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at [redacted] m. on [redacted], in Department 10 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

**IF YOU STILL WORK FOR DEFENDANT, PARTICIPATION IN THIS SETTLEMENT
WILL NOT AFFECT, OR DISRUPT YOUR WORK IN ANY MANNER.**

**YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR
PARTICIPATION.** California law strictly prohibits retaliation. Further, Defendants are prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www. \[redacted\]](http://www. [redacted])

4861-9165-2368.1 Questions? Contact the Settlement Claims Administrator toll free at 1-[redacted]

XXXXXXX.

What Is This Case About?

Irene Gomez was an employee of Defendant Purple Heart Compassion, Inc. She is the “Plaintiff” in this case and is suing on behalf of herself and all Class Members. Plaintiff sued Defendants claiming that she and Class Members were not provided compliant meal and rest breaks; were not paid all minimum and overtime wages due; were not timely paid all wages during and upon separation of employment; were not provided pay stubs that contained all information required by law; that they were not reimbursed for all necessary business expenses; and that Defendants were subject to associated penalties under the California Labor Code and California Private Attorneys General Act (“PAGA”) and the Unfair Competition Law.

Defendants deny they engaged in any alleged unlawful conduct. Defendants assert that Class Members were properly compensated. Defendants further assert that Defendant Purple Heart Compassion, Inc. has and had during the Class Period lawful wage and hour policies, practices, and procedures. The Court has made no ruling on the merits of Plaintiff’s claims.

Plaintiff entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. On June 17, 2022, the parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Joint Stipulation”). The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Xavier Villegas
LAW OFFICE OF XAVIER VILLEGAS
(805) 250-7488
2390 Las Posas Road, C168
Camarillo, California 93010

Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believe Plaintiff’s claims in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation

4861-9165-2368.1 **Questions? Contact the Settlement Claims Administrator toll free at 1-***-***-*****

justify settlement. Because of this, Class Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendants have denied, and continue to deny, Plaintiff's factual and legal allegations. By agreeing to settle, Defendants are not admitting liability on any of the factual or legal allegations or claims in this case or that this case can or should proceed as a class action.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members in exchange for the Maximum Settlement Amount of \$285,000.00.

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) subject to Court approval, up to a \$15,000 service payment to Plaintiff for her time and effort in pursuing this case and in exchange for a general release of claims against Defendants; (3) Settlement Administration Costs not to exceed \$15,000.00; (4) a \$25,000 allocation for settlement of the PAGA claims (of which 75% goes to the California Labor & Workforce Development Agency ("LWDA"), representing the State of California's portion of civil penalties under PAGA); and (5) subject to Court approval of an application for fees and costs, an award of up to \$95,000 in attorneys' fees and up to \$15,000 in litigation costs and expenses to Class Counsel. After deducting the service payment to Plaintiff, the Claims Administration Costs, the payment to settle the PAGA claims, and attorneys' fees and costs/expenses, a total of at least \$120,000 will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount").

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Claims Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendants' possession, custody or control. Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Claims Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator in consultation with Class Counsel and counsel for Defendants. The Claims Administrator's decision on all Workweek disputes will be final and non-appealable.
- b. The Claims Administrator will calculate the total number of Workweeks for each individual Class Member ("Individual Workweeks"). Workweeks are determined

4861-9165-2368.1 Questions? Contact the Settlement Claims Administrator toll free at 1-***-***-****

by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number.

- c. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period¹ and will divide each Class Member's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA payment allocated to Aggrieved Employees. Class Members' individual pay periods shall be calculated to the nearest hundredth of a full workweek.
- e. According to Defendants' records, you worked [REDACTED] Workweeks during the Class Period and you [are/are not] a former employee. Accordingly, your estimated payment is approximately \$ [REDACTED].

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and wish to dispute it, please submit the Challenge Form attached to your Share Form to the Claims Administrator at [REDACTED] no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. If you dispute the information stated above, the information provided to the Claims Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [30 days from mailing]. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, and the remaining 80%

¹ The PAGA Period is the period from January 26, 2021 to [the date of preliminary approval or September 15, 2022, whichever is earlier].

will be allocated as alleged unpaid civil penalties, interest, and reimbursement. Again, please consult a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Claims Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period

The Released Claims means:

All claims that were or reasonably could have been alleged based on the factual allegations contained in the operative Class Action Complaint, including all of the following claims for relief: (1) failure to pay minimum wage for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “Action”).

Released Parties means:

(i) Defendants; and (ii) each of Defendants’ respective past, present, and future parents, subsidiaries, principals, and any other person, corporation, association or partnership responsible or potentially responsible for the claims made in the Action, and the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, heirs, and assigns of any of the foregoing.

4861-9165-2368.1 **Questions? Contact the Settlement Claims Administrator toll free at 1-***-***-*****

The Release Period means:

The period from February 4, 2018 to [date of preliminary approval or September 15, 2022, whichever is earlier].

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Claims Administrator postmarked no later than [Response Deadline]. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *IRENE GOMEZ V. PURPLE HEART COMPASSION, INC., ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Claims Administrator
c/o [Name]
[Address]

Telephone: 1-888-XXX-XXXX

The written request to be excluded from the Settlement must be postmarked to the Claims Administrator not later than [Response Deadline]. If you submit a request for exclusion which is not postmarked by [Response Deadline], your request for exclusion will be rejected, and you will be included in the Settlement Class.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the employee portion of the settlement allocated to non-LWDA portion of the PAGA penalties; (2) will **not** be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Option 3 – File an Objection to the Settlement

4861-9165-2368.1 Questions? Contact the Settlement Claims Administrator toll free at 1-***-***-***

If you wish to object to the Settlement, you should mail a written objection to the Claims Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Defendants in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Claims Administrator on or before [Response Deadline].

You may also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in Department 10 of the Superior Court of California for the County of Los Angeles located at 312 North Spring Street, Los Angeles, CA 90012, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Irene Gomez v. Purple Heart Compassion, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV04548

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Claims Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www.xxxxxxxx.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.

4861-9165-2368.1 Questions? Contact the Settlement Claims Administrator toll free at 1-***-***-***

Share Form

Irene Gomez v. Purple Heart Compassion, Inc., et al.
Superior Court of the State of California, Los Angeles County
Case No. 22STCV04548

For all individuals who are or previously were employed by Purple Heart Compassion, Inc. (“Defendant”) in the State of California as hourly, non-exempt employees who worked at least one 3.5-hour shift in California from February 4, 2018 to [Preliminary Approval or September 15, 2022, whichever is earlier].

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$. Your estimated pro-rata share of the Net Settlement Amount (as defined in the accompanying Notice) is: %. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount based on your Weeks Worked as a non-exempt employee in California during the Class Period, as a percentage of all of the Class Members’ Weeks Worked in California during the Class Period as adjusted per the allocation method set forth in the Settlement and the accompanying notice. “Weeks Worked” means the number of weeks actually worked for each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number during the Class Period according to Defendant’s payroll records. Defendant’s payroll records show that during the Class Period you had a total number of Weeks Worked of .

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Weeks Worked during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WEEKS WORKED DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Weeks Worked during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Work Weeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Work Weeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as an hourly, non-exempt employee in California during the Class Period (February 4, 2018 to [Preliminary approval or September 15, 2022, whichever is earlier]). I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Work Weeks I was employed as an hourly, non-exempt employee in California during the Class Period is: _____

The following is a statement of my reasons and documentation to support this number of Weeks Worked:

[Attach documentation and use separate page(s) as necessary]

Mail to:
insert address

Exhibit B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Irene Gomez, individually and on behalf of all
similarly situated individuals,

Plaintiff,
vs.

Purple Heart Compassion, Inc., a California
Corporation; **Alik Eliasian**, an individual, **Steve**
Pineda, an individual; and **Does 1-100**;

Defendants.

CASE NO. 22STCV04548

[Assigned to Honorable William F. Highberger,
Department 10]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Action filed: February 4, 2022
Trial Date: Not Set

1 This matter came on for hearing on [REDACTED], 2022 upon the Motion for Preliminary
2 Approval of the proposed settlement of this action on the terms set forth in the Joint Stipulation of
3 Settlement and Release of Class Action (the “Settlement” or “Stipulation”). Having considered
4 the Settlement, all papers and proceedings held herein, and having reviewed the entire record in
5 this action, Case No. 22STCV04548, entitled *Irene Gomez v. Purple Heart Compassion, Inc., et al.*
6 (the “Action”), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Irene Gomez (“Plaintiff”) has alleged claims against Defendants
8 Purple Heart Compassion, Inc., Alik Eliasian, and Steve Pineda (“Defendants”) on behalf of herself
9 and on behalf of others similarly situated, comprising: “all persons who worked at least one 3.5-hour
10 shift as a non-exempt employee for Defendants in the State of California from February 4, 2018 to
11 September 15, 2022 (“Class Members”); and

12 WHEREAS, Plaintiff asserts claims in the Action against Defendants for (1) failure to pay
13 minimum wage for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal
14 periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business expenses; (6)
15 failure to provide and maintain accurate records; (7) failure to timely pay wages during employment;
16 (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private
17 Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful
18 Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “Action”).

19 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
20 alleged in this Action, and further deny any liability whatsoever to Plaintiffs or to the Class
21 Members; and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Defendants
23 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
26 re: Class Action Settlement on or about [REDACTED], 2022, which provides for final resolution of the
27 claims asserted in the Action against Defendants on the terms and conditions set forth in the
28 Stipulation, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
6 the Class.

7 3. The Class is defined as follows: “all persons who worked at least one 3.5-hour shift
8 as a non-exempt employee for Defendants in the State of California from February 4, 2018 to
9 [preliminary approval or September 15, 2022, whichever was earlier].”

10 4. The Aggrieved Employees are “all persons who worked at least one 3.5-hour shift as
11 a non-exempt employee for Defendants in the State of California from January 26, 2021 to
12 [preliminary approval or September 15, 2022, whichever was earlier].”

13 5. The Class is preliminary certified for settlement purposes.

14 6. The Court has determined that the intended notice to be given to the Class fully and
15 accurately informs all persons in the Class of all material elements of the proposed Settlement,
16 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
17 sufficient notice to all Class Members.

18 7. The Court hereby grants preliminary approval of the Settlement and Stipulation as
19 fair, reasonable, and adequate in all respects to the Class Members and orders the parties to
20 consummate the Settlement in accordance with the terms of the Stipulation.

21 8. The plan of distribution as set forth in the Stipulation providing for the distribution
22 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
23 reasonable, and adequate.

24 9. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
25 Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014, and
26 Xavier Villegas of Law Office of Xavier Villegas, 2390 Las Posas Road, C168, Camarillo, CA 93010.

27 10. The Court preliminarily approves the payment of attorneys’ fees in the amount of
28 \$95,000 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid

1 from the Maximum Settlement Amount.

2 11. The Court preliminarily approves the payment of incurred reasonable costs in an
3 amount not to exceed \$15,000 to Class Counsel, which shall be paid from the Maximum Settlement
4 Amount.

5 12. The Court preliminarily approves a payment in the amount of \$18,750 to the
6 California Labor & Workforce Development Agency, representing the State of California's portion
7 of civil penalties under PAGA (or 75% of \$25,000), which shall be paid from the Maximum
8 Settlement Amount.

9 13. The Court preliminarily approves the payment of incurred reasonable claims
10 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which
11 shall be paid from the Maximum Settlement Amount.

12 14. The Court preliminarily approves an enhancement award to the Class
13 Representative Irene Gomez in the amount of \$15,000 which amount shall be paid from the
14 Maximum Settlement Amount.

15 15. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
16 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
17 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
18 wrongdoing in this Action or in any other proceeding.

19 16. In the event that the Settlement does not become effective in accordance with the
20 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
21 the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such
22 event, all orders entered and releases delivered in connection herewith shall be null and void to the
23 extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights
24 to proceed with litigation of the Action.

25 17. The Court orders the following Implementation Schedule¹ for further proceedings:
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28 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall
be extended to the next business day, and will be as stated in this Implementation Schedule.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. William F. Highberger
Los Angeles County Superior Court Judge

Exhibit C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Irene Gomez, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Purple Heart Compassion, Inc., a California
Corporation; **Alik Eliasian**, an individual, **Steve**
Pineda, an individual; and **Does 1-100**;

Defendants.

CASE NO. 22STCV04548

[Assigned to Honorable William F. Highberger,
Department 10]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Action filed: February 4, 2022

Trial Date: Not Set

1 **[PROPOSED] ORDER**

2 This matter having come for hearing on _____, regarding Plaintiff's unopposed
3 Motion for Order Granting Final Approval of Class Action Settlement on the terms set forth in the
4 Joint Stipulation of Settlement and Release of Class Action (the "Settlement").

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Settlement), and having considered the
7 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed
8 and proceedings had herein, all oral and written comments received regarding the Settlement, and
9 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final
10 approval of the Settlement, makes the following findings and determinations, and enters final
11 judgment as follows:

12 1. All terms used in this order shall have the same meanings given as those terms are
13 used and/or defined in the Parties' Settlement Agreement and Plaintiffs' Motion for Order
14 Granting Final Approval of Class Action Settlement. A copy of the Settlement Agreement is
15 attached to the Declaration of Elliot J. Siegel in Support of Plaintiffs' Motion for Preliminary
16 Approval of Class Action Settlement as **Exhibit 1** and is made a part of this order.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject
18 matter jurisdiction to approve the Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Settlement and as follows:

21 *all persons who worked at least one 3.5-hour shift as a non-exempt employee for Defendants*
22 *in the State of California from February 4, 2018 to [preliminary approval or September 15,*
23 *2022, whichever was earlier].*

24 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
25 California Rules of Court, and solely for the purpose of effectuating the Settlement.

26 5. The Court finds that an ascertainable Class of [] Participating Class Members
27 exists and a well-defined community of interest exists on the questions of law and fact involved
28 because in the context of the Settlement: (i) all related matters, predominate over any individual

1 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
2 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
3 and adequately represented and protected the interest of the Class Members.

4 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
5 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
6 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
7 the Settlement terms, their rights to do nothing and receive their settlement share, their rights to
8 submit a request for exclusion, their rights to comment on or object to the Settlement, and their
9 rights to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
10 Settlement. Adequate periods of time to respond and to act were provided by each of these
11 procedures.

12 7. [REDACTED] Class Members filed written objections to the Settlement as part of this
13 notice process, and [REDACTED] Class Members filed a written statement of intention to appear at the
14 Final Approval and Fairness Hearing, and [REDACTED] Class Members submitted requests for
15 exclusion. Those Class Members who requested exclusion, specifically [REDACTED], will not be bound
16 by the Settlement and will not receive any portion of the Net Settlement Amount.

17 8. The Court finds that the Settlement has been reached as a result of informed and
18 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
19 extensive investigation and research, and their attorneys were able to reasonably evaluate their
20 respective positions.

21 9. The Court also finds that the Settlement now will avoid additional and potentially
22 substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to
23 litigate the case. Additionally, after considering the monetary recovery provided as part of the
24 Settlement in light of the challenges posed by continued litigation, and Court concludes that Class
25 Counsel secured significant relief for Class Members.

26 10. The Court hereby approves the terms set forth in the Settlement and finds that the
27 Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all
28

1 applicable requirements of the California Code of Civil Procedure, the California and United States
2 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
3 applicable law, and in the best interests of each of the Parties and Class Members.

4 11. The Court appoints Plaintiff Irene Gomez as Class Representative and finds her to
5 be adequate.

6 12. The Court appoints Elliot J. Siegel of King & Siegel LLP, and Xavier Villegas of Law
7 Office of Xavier Villegas as Class Counsel, and finds each of them to be adequate, experienced, and
8 well-versed in class action litigation.

9 13. The terms of the Settlement, including the Maximum Settlement Amount of
10 \$285,000 and the allocation for determining Individual Settlement Payments, are fair, adequate,
11 and reasonable to the Class and to each Class Member, and the Courts grants final approval of the
12 Settlement set forth in the Settlement, subject to this Order.

13 14. The Court further approves the following distributions from the Maximum
14 Settlement Amount, which fall within the ranges stipulated by and through the Settlement:

15 a. The amount of [up to \$15,000] designated for payment to the Settlement
16 Administrator is fair and reasonable. The Court grants final approval of it and orders the
17 Parties to make the payment to the Settlement Administrator in accordance with the
18 Settlement.

19 b. The \$95,000 amount, representing one-third of the Maximum Settlement
20 Amount, requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is
21 fair and reasonable in light of the benefit obtained for the Class. The Court grants final
22 approval of, awards, and orders the Class Counsel fees payment to be made in accordance
23 with the Settlement.

24 c. The Court awards Class Counsel [up to \$15,000] in litigation costs, which is
25 an amount which the Court finds to be reflective of the actual and reasonable costs incurred.
26 The Court grants final approval of Class Counsel's litigation expenses payment and orders
27 payment of this amount to be made in accordance with the Settlement.

1 d. The \$15,000 class representative payment requested to the named Plaintiff
2 Irene Gomez is fair and reasonable. The Court grants final approval of, and orders the class
3 representative payment to be made in accordance with the Settlement.

4 e. The Court approves of the \$25,000 allocation assigned for claims under the
5 Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$18,750)
6 to be paid to the California Labor and Workforce Development Agency in accordance with
7 the terms of the Settlement.

8 15. The Court orders the Parties to comply with and carry out all terms and provisions
9 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
10 case the provisions of this order shall take precedence and supersede the Settlement.

11 16. All Participating Class Members shall be bound by the Settlement and this Order,
12 including the release of claims as set forth in the Settlement. All Aggrieved Employees shall be
13 deemed to release any claims for PAGA penalties that were alleged, or reasonably could have been
14 alleged, based on the Operative Complaint and the PAGA Notice.

15 17. The Parties shall bear their own respective attorneys' fees and costs except as
16 otherwise provided in this order and the Settlement.

17 18. All checks mailed to the Class Members must be cashed within one hundred and
18 twenty (120) days after mailing.

19 19. All uncashed checks will be escheated to the Controller of the State of California to
20 be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the
21 benefit of those Class Members who did not cash their checks until such time that they claim their
22 property.

23 20. No later than 10 days of this order, the Settlement Administrator shall give notice of
24 judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy
25 of this Order and Final Judgment on its website assigned to this matter.

26 21. The Court retains continuing jurisdiction over the Action and the Settlement,
27 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
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1 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement, (b) addressing
2 settlement administration matters, and (c) addressing such post-judgment matters as may be
3 appropriate under court rules or applicable law.

4 22. Plaintiff shall file with the Court a report regarding the status of distribution no later
5 than fifty (50) days after all funds have been distributed.

6 23. This final judgment is intended to be a final disposition of the above-captioned action
7 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
8 released by the Settlement against Defendants.

9 24. The Court hereby sets a hearing date of _____ at ____ pm/am
10 for a hearing on the final accounting and distribution of the settlement funds.

11
12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
13

14 DATED: _____

15 _____
16 Hon. William F. Highberger
17 Los Angeles County Superior Court Judge
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TITLE	Finalized Settlement Agreement
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Document History



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(gomezconsultingco@gmail.com) from marisol@kingsiegel.com
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VIEWED

07 / 30 / 2022

02:47:45 UTC

Viewed by Irene Gomez (gomezconsultingco@gmail.com)
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SIGNED

07 / 30 / 2022

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Signed by Irene Gomez (gomezconsultingco@gmail.com)
IP: 174.193.194.163



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