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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

MARIA BUSTOS RAMIREZ, individually,
 and on behalf of all others similarly situated,

Plaintiff,

vs.

MERRILL GARDENS, LLC a limited
 liability company; and DOES 1 through 10,
 inclusive,

Defendants

Case No.: 1:22-CV-00542-ADA-SAB
 Related with
 1:22-CV-01042-ADA-SAB
CLASS ACTION

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

Complaint filed: March 8, 2022
 Action Removed: April 18, 2022
 Action Transferred: May 5, 2022

JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

This Joint Stipulation of Class and Representative Action Settlement (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs MARIA BUSTOS RAMIREZ and RAMONA HOLGUIN, individually, and on behalf of all others similarly situated, (“Plaintiffs” or “Class Representatives”), and Defendant MERRILL GARDENS, LLC (“MERRILL GARDENS” or “Defendant”). Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. For purposes of this Settlement, “Complaint” refers to the First Amended Complaint in the *Ramirez v. Merrill Gardens, LLC*, Case No. 1:22-CV-00542-ADA-SAB action filed June 15, 2022 and the Class Action Complaint in *Holguin v. Merrill Gardens, LLC*, Case No. 1:22-CV-01042-ADA-SAB action filed June 6, 2022, or any subsequent operative complaint at the time the Court grants Preliminary Approval of this Settlement.

2. For purposes of this Settlement, the matters, entitled *Ramirez v. Merrill Gardens, LLC*, Case No. 1:22-CV-00542-ADA-SAB and *Holguin v. Merrill Gardens, LLC*, Case No. 1:22-CV-01042-JLT-BAM, are referred to herein as the “Action.”

3. For purposes of this Settlement, the “Class Period” is March 8, 2018 through the date upon which the Court grants preliminary approval of this Settlement.

4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All non-exempt employees of Defendant who worked for Defendant in California during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. The Parties’ best estimate as of October 2022 is that the Class includes approximately 3,780 individuals who worked 219,646 workweeks.

5. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC, MELMED LAW GROUP P.C. and BOKHOUR LAW GROUP, P.C.

6. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a Class Member worked at Defendant’s locations in California during the Class Period.

1 7. For purposes of this Settlement, “Response Deadline” means the date sixty (60) days after
2 the Settlement Administrator initially mails the Notice to Settlement Class Members and the last date on
3 which Settlement Class Members may submit a request for exclusion or written objection to the
4 Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days
5 after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as
6 expressly described herein.

7 8. For purposes of the Settlement, “Defendant’s Counsel” means HANSON BRIDGETT
8 LLP.

9 9. For purposes of this Settlement, “PAGA” means the Labor Code Private Attorneys
10 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

11 10. For purposes of this Settlement, “Net Settlement Amount” means the amount calculated by
12 deducting from the Gross Settlement Amount the following sums: (1) Plaintiffs' attorney’s fees; (2)
13 Plaintiffs' reasonable litigation costs; (3) the Service Payments to the named Plaintiffs; (4) the PAGA
14 Penalty Payment to the Labor and Workforce Development Agency (“LWDA”) ; and (5) costs of
15 settlement administration.

16 11. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross
17 Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims.
18 The Parties have agreed that the PAGA Allocation will be \$85,000 from the Gross Settlement Amount.
19 Pursuant to PAGA, Seventy Five Percent (75%), or \$63,750, of the PAGA Allocation will be paid to the
20 Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty Five
21 Percent (25%), or \$21,250, of the PAGA Allocation will be included in the Net Settlement Amount for
22 PAGA Employees (“PAGA Settlement Payment”).

23 12. For purposes of this Settlement, “PAGA Period” means the period between February 19,
24 2021 through the date upon which the Court grants preliminary approval of this Settlement.

25 13. For purposes of this Settlement, “PAGA Employee” means all Class Members that worked
26 during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA
27 Employees are “aggrieved employees” as defined pursuant to PAGA.

28 14. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods

each PAGA Employee worked during the PAGA Period.

15. For purposes of this Settlement, “PAGA Representatives” means Plaintiffs.

16. For purposes of this Settlement, “Released PAGA Claims” means all claims that have been pled or could have been pled, based upon the factual allegations and issues set forth in the Notice to the LWDA and alleged in the Complaint, including civil penalties under PAGA, fees, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in Plaintiff MARIA BUSTOS RAMIREZ’s Notice to the LWDA and the Complaint. Plaintiff MARIA BUSTOS RAMIREZ’s Notice to the LWDA is attached hereto as **Exhibit “B.”**

17. For purposes of this Settlement, “Settlement Payments” means all of the payments to Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA Employees (the “PAGA Settlement Payment”).

STIPULATED BACKGROUND

18. On March 8, 2022, Plaintiff MARIA BUSTOS RAMIREZ filed a putative Class Action alleging the following labelled causes of action: (1) Failure to Pay Minimum Wage and Straight Time Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. The *Ramirez* matter was subsequently removed to federal court. On May 5, 2022, pursuant to the Parties’ stipulation in the *Ramirez* matter, the matter was transferred to the United States District Court for the Eastern District. On June 15, 2022, Plaintiff MARIA BUSTOS RAMIREZ filed her First Amended Complaint adding claims for civil penalties under Private Attorneys General Action of 2004 (PAGA) pursuant to Labor Code § 2698, *et seq.* On June 6, 2022, Plaintiff RAMONA HOLGUIN filed a putative Class and PAGA Action alleging the following labelled causes of action: (1) Failure to Pay All Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay All Overtime Wages [Cal. Lab. Code §§ 510, 1194, and 1198]; (3) Failure to Provide Rest Periods and Pay Missed Rest Period

1 Premiums [Cal. Lab. Code § 226.7]; (4) Failure to Provide Meal Periods and Pay Missed Meal Period
2 Premiums [Cal Lab. Code §§ 227.7, 512]; (5) Failure to Maintain Accurate Employment Records [Cal.
3 Lab. Code §§ 1174, 1174.5]; (6) Failure to Pay Wages Timely During Employment [Cal. Lab. Code §§
4 200, 204]; (7) Failure to Pay All Wages Earned and Unpaid at Separation [Cal. Lab. Code §§ 201-203];
5 (8) Failure to Reimburse Necessary Business Expenses [Cal. Lab. Code § 2802]; (9) Failure to Furnish
6 Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (10) Unfair Business Practices [Cal. Bus. &
7 Prof. Code §§ 17200, *et seq.*]; and (11) PAGA Penalties [Cal. Lab. Code § 2698 *et seq.*]. The *Holguin*
8 matter was subsequently removed to federal court in the United States District Court for the Central
9 District. On August 15, 2022, pursuant to the Parties' stipulation, the *Holguin* matter was transferred to the
10 United States District Court for the Eastern District.

11 19. Solely for purposes of settling this case, the Parties and their respective counsel stipulate
12 and agree that the requisites for establishing class certification with respect to the Class Members have
13 been met and are met.

14 20. Should, for whatever reason, the Settlement not become effective, the fact that the Parties
15 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be
16 admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be
17 certified in a non-Settlement context in this Action or in any other lawsuit. Defendant expressly reserves
18 its right to oppose claim or class certification in this or any other action should this Settlement not become
19 effective.

20 21. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
21 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this
22 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs' claims,
23 Defendant contends, among other things, that it maintains accurate employment records, Plaintiffs and the
24 Class Members have been paid proper wages, including all minimum and overtime wages, have been
25 provided meal periods and meal premiums pay have been provided rest periods and rest premium pay,
26 have been paid timely wages during and upon separation of employment, have been reimbursed for any
27 business expenses, and have been provided with accurate itemized wage statements. Defendant contends,
28 among other things, that it has complied at all times with the California Labor Code and the applicable

1 Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant
2 contends that it has complied at all times with the California Business and Professions Code.

3 22. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
4 all disputes and claims arising from or related to the Complaint.

5 23. Class Counsel has conducted a thorough investigation into the facts of this Action,
6 including an extensive review of relevant documents, and has diligently pursued an investigation of the
7 claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class
8 Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set
9 forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the
10 Class in light of all known facts and circumstances, including the risk of significant delay, the risk the
11 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate
12 issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of
13 the Class.

14 24. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
15 preliminary and final approval of this Settlement.

16 25. The Parties agree to stay all proceedings in the Action, except such proceedings necessary
17 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the
18 Court.

19 **PRIMARY TERMS OF SETTLEMENT**

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

22 (a) It is agreed by and among the Class Representatives, Class Members, PAGA
23 Employees, and Defendant that this case and any claims, damages, or causes of
24 action arising out of the disputes which are the subject of this case, be settled and
25 compromised as between the Settlement Class Members, PAGA Employees, and
26 Defendant, subject to the terms and conditions set forth in this Settlement and the
27 approval of the Court.

28 (b) Effective Date: The terms of settlement embodied in this Settlement shall become

effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notice, to opt out of the Class portion of this Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) seven calendar days have passed since final approval is granted if there are no objections to the settlement; (b) 35 days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within 30 days following notice of entry of the Court's final order approving the Settlement, then 21 days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

(c) Gross Settlement Amount: Defendant's maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiffs, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is \$825,000.00 ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.

(d) Escalator Clause: The number of Covered Workweeks is estimated to be 219,646.

1 If it is later determined that, through the Class Period, the number of actual
2 Covered Workweeks during the Class Period exceeds 10% of the estimated
3 Covered Workweeks (i.e., exceeds 241,611 workweeks), Defendant may elect to
4 either (a) increase the Gross Settlement Amount by a pro-rata dollar value equal to
5 the number of workweeks in excess of 241,611 workweeks; or (b) end the Class
6 Period on the date the number of pay periods exceeds 241,611 (the “Escalator
7 Clause”). The Gross Settlement Amount will not be reduced for any reason.

8 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will
9 revert to Defendant. Remaining funds will be distributed to The Children’s
10 Advocacy Center, an organization committed to assisting children who are victims
11 of physical or sexual abuse, or who have witnessed acts of violence, located at
12 1650 E. Old Badillo St. #C3, Covina, CA. 91724<http://childrensadvocacyctr.org/> n
13 accordance with Code of Civil Procedure section 384..

14 (f) No Claims Required: Class Members will not be required to submit a claim to
15 receive their Settlement payment.

16 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
17 deducting from the Gross Settlement Amount (\$825,000.00) the following sums,
18 subject to approval by the Court: (1) attorney’s fees (not to exceed 33 1/3% of the
19 Gross Settlement Amount, or \$275,000.00); (2) reasonable litigation costs (not to
20 exceed \$30,000.00); (3) the Service Payments (not to exceed \$7,500.00 to the
21 named Plaintiffs [for a total of \$15,000.00]); (4) the PAGA Penalty Payment in the
22 amount of \$63,750.00 (which is 75% of the PAGA Allocation); and (5) costs of
23 settlement administration (estimated not to exceed \$30,000.00). Settlement
24 Payments to the Class Members will be calculated by the Settlement Administrator
25 and paid out of the Net Settlement Amount as set forth below.

26 (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the
27 Settlement Class Members’ Settlement Payments constitute wages, Defendant will
28 be separately responsible for any **employer** payroll taxes required by law,

including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendant's employer share of payroll taxes after advising Defendant of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendant in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments totalling \$21,250.00), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$\text{[Workweeks worked by a Settlement Class Member]} \div \text{[Sum of all Covered Workweeks worked by all Settlement Class Members]} \times \text{[Net Settlement Amount - all PAGA Settlement Payments]} =$$
 individual Settlement Payment for a Settlement Class Member. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Uncashed, unclaimed or abandoned checks, shall be transmitted to Parties' identified *cy pres*, as set forth below.

(j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing

the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the Parties' agreed upon *cy pres*, as set forth below. The settlement administrator will issue the LWDA's PAGA Penalty Payment to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 33 1/3% to wages, 33 1/3% to penalties and 33 1/3% to interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to the Defendant's FICA and FUTA contributions, based on the payment of claims to the Class Members. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. The Settlement Administrator will issue to each Settlement Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations, to the extent required by law.

(l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class

1 Member solely in the year in which such payments actually are received by the
2 Class Member. It is expressly understood and agreed that the receipt of such
3 Settlement Payments will not entitle any Class Member to additional compensation
4 or benefits under any company bonus, contest or other compensation or benefit
5 plan or agreement in place during the period covered by the Settlement, nor will it
6 entitle any Class Member to any increased retirement, 401(k) benefits or matching
7 benefits or deferred compensation benefits. It is the intent that the Settlement
8 Payments provided for in this Settlement are the sole payments to be made by
9 Defendant to the Class Members, and that the Class Members are not entitled to
10 any new or additional compensation or benefits as a result of having received the
11 Settlement Payments (notwithstanding any contrary language or agreement in any
12 benefit or compensation plan document that might have been in effect during the
13 period covered by this Settlement).

14 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not
15 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of
16 the Gross Settlement Amount (\$275,000.00) and reimbursement of litigation costs
17 and expenses not to exceed \$30,000.00. Approved attorney's fees and litigation
18 costs shall be paid at the same time Settlement Payments issue to the Settlement
19 Class. Should the Court approve attorney's fees and costs in an amount less than
20 that set forth above, the difference between the lesser amount(s) approved by the
21 Court and the attorney's fees and costs set forth above shall be added to the Net
22 Settlement Amount.

23 (n) General Release and Service Payment: Subject to Court approval, and in exchange
24 for a general release, Defendant will not object to Class Counsels' application for
25 an additional payment of up to \$7,500.00 to each Plaintiff as consideration for a
26 general release of all claims and as a payment for service as Class Representatives
27 ("Service Payment"). It is understood that the Service Payment is in addition to the
28 individual Settlement Payment to which a Class Representative is entitled to along

1 with the other Class Members. In exchange, Plaintiffs have agreed to release all
2 claims, that could be brought, under any theory for recovery, whether brought
3 on an individual, class or representative capacity, for any recoveries including,
4 but not limited to wages, penalties, emotional distress, whether known or
5 unknown, under federal law or state law against the Releasees, to the extent
6 permitted by law, through the Class Period ("Plaintiffs' Released Claims").
7 Plaintiffs understand that this release includes unknown claims and that
8 Plaintiffs are, as a result, waiving all rights and benefits afforded by Civil Code
9 § 1542, which provides:

10 **A GENERAL RELEASE DOES NOT EXTEND TO**
11 **CLAIMS THAT THE CREDITOR OR RELEASING**
12 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**
13 **HIS OR HER FAVOR AT THE TIME OF EXECUTING**
14 **THE RELEASE AND THAT, IF KNOWN BY HIM OR**
15 **HER, WOULD HAVE MATERIALLY AFFECTED HIS**
16 **OR HER SETTLEMENT WITH THE DEBTOR OR**
17 **RELEASED PARTY.**

18 Specifically excluded from Plaintiffs' Released Claims are any claims for workers'
19 compensation benefits. The Service Payment will issue at the same time all
20 Settlement Payments are mailed to the Settlement Class.

21 (o) Defendant or the Settlement Administrator will issue an IRS Form 1099 for the
22 Service Payment to Plaintiffs. Plaintiffs will be individually responsible for
23 correctly characterizing this compensation on personal income tax returns for tax
24 purposes and for paying any taxes on the amounts received. Should the Court
25 approve a Service Payment in an amount less than that set forth above, the
26 difference between the lesser amount(s) approved by the Court and the Service
27 Payment amount(s) set forth above shall be added to the Net Settlement Amount.
28 Plaintiffs agree not to opt out or object to the Service Payments as the Class
Representatives.

(p) Settlement Administrator: The Settlement Administrator will be ILYM Group,
Inc., or such Settlement Administrator as may be mutually agreeable to the Parties

1 and approved by the Court. The Parties agree that Settlement Administration Costs
2 should not reasonably exceed \$30,000.00, and the Settlement Administrator's bid
3 for settlement administration services in the amount of \$30,000.00 was selected for
4 the reasonable price and the quality of administration services provided by ILYM
5 Group, Inc. The costs of the Settlement Administrator for work done shall be paid
6 regardless of the outcome of this Settlement.

7 (q) Funding of Settlement Account: Defendant will fund the settlement account with
8 the Gross Settlement Amount and all employer related payroll taxes within 14
9 calendar days of the Effective Date of the Settlement provided that the Settlement
10 Administrator has provided the Parties with an accounting of the amounts to be
11 paid by Defendant pursuant to the terms of this Settlement.

12 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the
13 Settlement Payments to be mailed to the Class Members within 28 calendar days of
14 the Effective Date of the Settlement, provided that the Settlement Administrator
15 has provided the Parties with an accounting of the amounts to be paid by
16 Defendant pursuant to the terms of this Settlement and Defendant has fully funded
17 the Settlement within 14 calendar days of the Effective Date.

18 (s) Notice of Settlement: Within 14 calendar days of the Court's preliminary approval
19 of the Settlement, Defendant will provide to the Settlement Administrator a list in
20 Microsoft Excel format containing each Class Member's (i) full name, (ii) last
21 known address, (iii) Social Security Number, and (iv) the total number of Covered
22 Workweeks for each Class Member during the Class Period ("Class List"). Within
23 fourteen (14) calendar days of receipt of the Class List, the Settlement
24 Administrator will perform an NCOA check and will mail the notice to the Class
25 Members setting forth the material terms of the proposed Settlement, along with
26 instructions about how to object or request exclusion from the proposed class
27 action Settlement ("Class Notice"). The Administrator will skip-trace returned mail
28 and re-mail the notice to the new addresses within five calendar days. These

1 deadlines are subject to court approval. For each Class Member, there will be pre-
2 printed information on the mailed Class Notice, based on Defendant's records,
3 stating the Class Member's Covered Workweeks during the Class Period and the
4 estimated total Settlement Payment under the Settlement, including the Settlement
5 Class Payment and the PAGA Settlement Payment that will be distributed
6 irrespective of any exclusion request. The pre-printed information based on
7 Defendant's records shall be presumed to be correct. A Class Member may
8 dispute the pre-printed information on the Notice as to his or her Covered
9 Workweeks during the Class Period. Class Members must submit any dispute
10 regarding the information on the Class Notice to the Settlement Administrator as to
11 his or her Covered Workweeks within the Response Deadline. Unless a disputing
12 Class Member submits documentary evidence in support of his or her dispute, the
13 records of Defendant will be dispositive.

14 (t) Settlement Notice Language: The Notice will issue in English and Spanish.

15 (u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

16 Class Members submitting a Request for Exclusion will nevertheless receive their
17 pro-rata share of the PAGA Settlement Payment if the Court grants final approval
18 to the Settlement. If the Court approves the compromise of the PAGA Claim, all
19 Class Members are bound by the Court's resolution of that Claim. Plaintiffs shall
20 serve a notice of settlement on the California Labor and Workforce Development
21 Agency at or before the time Plaintiffs file the motion for preliminary approval.

22 (v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of
23 Defendant's records used to calculate Covered Workweeks, and the Parties'
24 counsel cannot resolve the dispute informally, the matter will be referred to the
25 Settlement Administrator. The Settlement Administrator will review Defendant's
26 records and any information or documents submitted by the Class Member and
27 issue a decision regarding the dispute. If the Settlement Administrator's decision is
28 not accepted by the Parties and the disputing Class Member, the dispute will be

submitted to the Court for resolution at the time of the final approval hearing. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties. In the event that the number of Covered Workweeks is increased for any Class Member, then the Settlement Administrator will recalculate the Individual Settlement Payments; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount except for as set forth in the Escalator Clause.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by mailing a “Request for Exclusion” from the Settlement within the Response Deadline. A Request for Exclusion must clearly and unequivocally state a desire to be excluded from the Class, with a statement comparable to the following:

“I WANT TO BE EXCLUDED FROM THE CLASS IN THE
RAMIREZ V. MERRILL GARDENS, LLC, CASE NO.: 1:22-
CV-00542-ADA-SAB; *HOLGUIN V. MERRILL GARDENS,*
LLC, CASE NO. 2:22-cv-04686-ADA-SAB.”

No specific wording is required to state a Request for Exclusion, so long as it is clear and unequivocal. Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member’s Social Security Number, and the signature of the Class Member requesting exclusion to protect against falsified Requests for Exclusion. Any such request must be made in accordance with the terms of the Class Notice, and the Class Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA

Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment other than as it applies to the PAGA Claim.

(x) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may (1) appear in person (including through an audio or video call appearance as required or authorized by the Court) at the Final Approval Hearing to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). A Class Member who does not object prior to or at the Final Approval Hearing, will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendants' Counsel may file responses to any written objections submitted to the Court.

(y) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of payments called for hereunder, and Plaintiffs and the Settlement Class Members are not relying on any statement or representation by

Class Counsel or Defendant in this regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

(z) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO

1 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
2 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER
3 PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER
5 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
6 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
7 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
8 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S
9 OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
10 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
12 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
13 CONTEMPLATED BY THIS AGREEMENT.

14 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

15 27. Subject to the Court's approval, and subject to reconsideration by the Parties after a
16 competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform
17 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice,
18 both in English and Spanish, to the Class Members.

19 28. The Settlement Administrator will independently review the Covered Workweeks and
20 PAGA Pay Periods attributed to each Class Member and will calculate the actual amounts due to each
21 Settlement Class Member and PAGA Employee in accordance with this Settlement. The Settlement
22 Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement
23 Administrator shall be granted reasonable access to Defendant's records in order to perform its duties.

24 29. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
25 Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment
26 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
27 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
28 performance of its duties shall be referred to the Court, if necessary, which will have continuing

jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out, including the payment of any unpaid monies from uncashed checks to the Parties' agreed upon *cy pres* pursuant to Cal. Code of Civil Procedure section 384.

30. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the final judgment is entered. The website will use a page on the Settlement Administrator's website, and not a custom domain for this Settlement. The address of that website will be included in the Class Notice.

ATTORNEY'S FEES AND COSTS

31. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiffs, and subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$275,000.00 of \$825,000.00) and litigation costs not to exceed \$30,000.00. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be paid to Class Counsel, within 28 calendar days of the Effective Date of the Settlement, provided that the Settlement Administrator has provided the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of this Settlement and Defendant has fully funded the Settlement within 14 calendar days of the Effective Date. Class Counsel shall disclose to the Court any fee sharing agreements in existence. In the event that the Court awards less than 30% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment.

THE NOTICE PROCESS

32. A Notice in approximately the form attached hereto as **Exhibit "A"** and as approved by

1 the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. If
2 required under this Agreement, the Notice shall be translated into Spanish so that Spanish and English
3 language versions of the Notice are included in the mailing. Any returned envelopes from this mailing
4 with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the
5 Class.

6 (a) Within 14 calendar days from the date of preliminary approval of this Settlement
7 by the Court, Defendant shall provide to the Settlement Administrator a class
8 database containing the following information for each Class Member a list in
9 Microsoft Excel format (or other format acceptable to the Settlement
10 Administrator) containing each Settlement Class Member's (1) full name, (2) last
11 known address, (3) Social Security Number, and (4) the total number of Covered
12 Workweeks for each Class Member in California during the Class Period as a non-
13 exempt employee ("Class List"). This database shall be based on Defendant's
14 payroll and other business records. The Settlement Administrator will run a check
15 of the Class Members' addresses against those on file with the U.S. Postal
16 Service's National Change of Address List; this check will be performed only once
17 per Class Member by the Settlement Administrator. Absent mutual written
18 agreement of counsel for the Parties or Court order, the Settlement Administrator
19 will keep this database confidential and secure and use it only for the purposes
20 described herein and will return this database to Defendant upon final approval of
21 the settlement or destroy electronic records containing the database after the
22 Settlement is final and all payments are distributed as required under this
23 Agreement. However, Plaintiffs' Counsel shall be entitled to review anonymized
24 data showing the workweeks worked by each Class Member, with Class Member
25 identity concealed through use of an employee number or number assigned by the
26 Settlement Administrator.

27 (b) Within 14 calendar days after the Class database is provided to the Settlement
28 Administrator, the Settlement Administrator will mail the Notices to the Class

Members by First Class United States mail.

- (c) Class Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Class Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number and/or other information. In any instance where a Class Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Class Notice in that instance, stating the extended Response Deadline if different than the original Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.
- (d) Class Counsel shall provide to the Court a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

33. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

34. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and

PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

35. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to The Children's Advocacy Center, an organization committed to assisting children who are victims of physical or sexual abuse, or who have witnessed acts of violence, located at 1650 E. Old Badillo St. #C3, Covina, CA. 91724 <http://childrensadvocacyctr.org/> in accordance with Code of Civil Procedure section 384.

36. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and filed with the Court by Class Counsel.

RELEASE BY THE CLASS AND PAGA EMPLOYEES

37. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendant and their subsidiaries, affiliates, licensed operating entities (and their affiliates) parents, agents, employees, partners, directors, officer, attorneys, trustees, insurers, representatives, predecessors, successors, and assigns, agents, payroll services, staffing services, and joint employers (collectively "Releasees").

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims

will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has delivered to the Settlement Administrator all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

- 1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, implicitly or explicitly, including but not limited to state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, unreimbursed expenses, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., 2699, et seq and all claims under the governing Wage Orders ("Released Claims");
- 2) as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Action, implicitly

or explicitly; and,

- (d) **Claims Released by PAGA Employees.** All PAGA Employees employed during the Released PAGA Claims Period (whether requesting exclusion from the Settlement or not) will release the Released PAGA Claims (*see* Paragraph 16, above).

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

38. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiffs' unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representatives' service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing ILYM Group, Inc. as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

39. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (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 attorney's fees and costs;
- (c) Approving the Settlement Administration Costs;
- (d) Approving the Service Payment to the Class Representatives;
- (e) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (f) Adjudging Plaintiffs and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (g) Entering a final judgment in the action;
- (h) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (i) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

Any revised final judgments will also be provided to Defendant's Counsel for review and approval before they are submitted to the Court.

NULLIFICATION AND TERMINATION

40. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

41. If 10% or more of the Class Members opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiffs' Counsel written notice, by facsimile, e-mail, or mail, no later than 10 court days after the Response Deadline. If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

42. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

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

MUTUAL FULL COOPERATION

44. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

45. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein

released and discharged except as set forth herein.

NO ADMISSION OF LIABILITY

46. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiffs in this case. The Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

47. In the event that one or more of the Parties to this Settlement institutes any legal action 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 shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

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

Class Counsel:

MOON & YANG, APC

Kane Moon
Lilit Tunyan
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
lilit.tunyan@moonyanglaw.com

MELMED LAW GROUP P.C.

Jonathan Melmed
Meghan Higday
1801 Century Park East, Suite 850
Los Angeles, California 90067
Telephone: (310) 824-3828
jm@melmedlaw.com

Counsel for Defendant:

HANSON BRIDGETT LLP

Diane Marie O'Malley
Samantha A. Botros
Alexa F. Galloway
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 777-3200
domalley@hansonbridgett.com
SBotros@hansonbridgett.com
AGalloway@hansonbridgett.com

mh@melmedlaw.com

BOKHOUR LAW GROUP, P.C.
Mehrddad Bokhour,
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Telephone: (310) 975-1493
mehrdad@bokhourlaw.com

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

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

INTEGRATION CLAUSE

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

WAIVER OF APPEALS

53. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than thirty percent of the Gross Settlement Amount as attorney's fees.

BINDING ON ASSIGNS

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

CLASS COUNSEL SIGNATORIES

55. 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. The Notice will advise all Class Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

56. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

CONFIDENTIALITY & PUBLIC COMMENT

57. The Class Representative and Class Counsel agree they will not make any disparaging comments about Defendant relating to this Settlement of this class action or disclose the negotiations of the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record other than to Class Members, who may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court.

FINAL JUDGMENT

58. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

IT IS SO STIPULATED.

Plaintiffs & Class Representatives:

Dated: 1/11, 2023

By: _____

MARIA BUSTOS RAMIREZ

DocuSigned by:

Maria Bustos

Dated: _____, 2023

By: _____

RAMONA HOLGUIN

Plaintiffs' Counsel:

Dated: 1/11, 2023

MOON & YANG, APC

By: _____

Kane Moon
Lilit Tunyan

Attorneys for Plaintiff MARIA BUSTOS
RAMIREZ

Dated: _____, 2023

MELMED LAW GROUP, P.C.

By: _____

Jonathan Melmed
Meghan Higday

Attorneys for Plaintiff RAMONA HOLGUIN

Dated: _____, 2023

BOKHOUR LAW GROUP, P.C.

By: _____

Mehrdad Bokhour

FINAL JUDGMENT

58. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

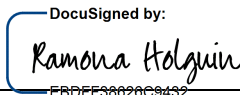
IT IS SO STIPULATED.

Plaintiffs & Class Representatives:

Dated: ____, 2023

By: _____
MARIA BUSTOS RAMIREZ

Dated: 1/10/2023
____, 2023

By:  _____
RAMONA HOLGUIN

Plaintiffs' Counsel:

Dated: ____, 2023

MOON & YANG, APC

By: _____
Kane Moon
Lilit Tunyan

Attorneys for Plaintiff MARIA BUSTOS
RAMIREZ

Dated: January 10, 2023

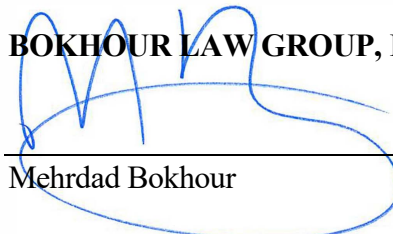
MELMED LAW GROUP, P.C.

By:  _____
Jonathan Melmed
Meghan Higday

Attorneys for Plaintiff RAMONA HOLGUIN

Dated: January 23, 2023

BOKHOUR LAW GROUP, P.C.

By:  _____
Mehrdad Bokhour

Attorneys for Plaintiff RAMONA HOLGUIN

Defendant:

Dated: __, 2023

MERRILL GARDENS, LLC

By:

Monei Lingli

Print Name

Monei Lingli

Signature

SVP, Chief Administrative Officer

Title

Defendant's Counsel:

Dated: January 13, 2023

HANSON BRIDGETT LLP

By:

Diane Marie O'Malley

Diane Marie O'Malley
Samantha A. Botros
Alexa F. Galloway

Attorneys for Defendant MERRILL
GARDENS, LLC

EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Ramirez v. Merrill Gardens, LLC, Case No. 1:22-CV-00542-ADA-SAB

Holguin v. Merrill Gardens, LLC, Case No. 1:22-CV-01042-ADA-SAB

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF MERRILL GARDENS, LLC (“DEFENDANT”) WHO WORKED FOR DEFENDANT IN CALIFORNIA AT ANY TIME BETWEEN MARCH 8, 2018 AND [END DATE] (THE “CLASS PERIOD”), THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the related class and representative action lawsuits entitled *Ramirez v. Merrill Gardens, LLC*, Case No. 1:22-CV-00542-ADA-SAB and *Holguin v. Merrill Gardens, LLC*, Case No. 1:22-CV-01042-ADA-SAB (“Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

YOUR ESTIMATED PAYMENT FROM THIS SETTLEMENT: Your estimated Individual Settlement Payment is <<[Estimated Payment]>>, which includes your payment from the Class settlement in the estimated amount of <<[Estimated Individual Settlement Class Payment]>> and, because you [ARE/ARE NOT] a member of the PAGA Employee group, your payment from the PAGA settlement in the estimated amount of <<[Estimated Individual PAGA Settlement Payment]>>.

A hearing concerning final approval of the proposed Settlement will be held before Magistrate Judge Stanley A. Boone on <<FA DATE>>, at <<FA TIME>>, in Courtroom 9 of the Robert E. Coyle United States Courthouse, 2500 Tulare Street, Fresno, CA 93721, to determine whether the Settlement is fair, adequate and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF - NO MONEY FOR CLASS CLAIMS : <<RESPONSE DEADLINE>>	You have the option to pursue separate legal action against Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written request to be excluded (“Opt-Out Request”). As a result, you will not receive any benefits under the Settlement (other than based on the PAGA Claim). Opt-Out Requests must be submitted by <<RESPONSE DEADLINE>>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an Opt-Out Request if you wish to object. Written objections must be submitted by <<RESPONSE DEADLINE>>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All non-exempt employees of Defendant who worked for Defendant in California during the Class Period. The “Class Period” is March 8, 2018 through [END DATE].

According to Defendant’s records, you are a member of the settlement class (“Class Member”).

Defendant’s records indicate you [ARE/ARE NOT] a PAGA Employee who worked for it in the State of California at any time during the PAGA Period of February 19, 2021 through [END DATE].

PAGA Employees will automatically receive their *pro rata* share of the \$21,250 allocated from the PAGA Allocation to PAGA Employees, cannot opt-out of the release of PAGA Claims, and will be bound by the release of the PAGA Claims even if they opt-out of the Settlement.

What is this case about?

In the Action, Plaintiffs MARIA BUSTOS RAMIREZ and RAMONA HOLGUIN (“Plaintiffs”) allege on behalf of themselves and the Class that Defendant: (1) failed to pay minimum and regular rate wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to maintain accurate employment records; (6) failed to pay timely wages during employment; (7) failed to timely pay all wages at termination; (8) failed to furnish accurate itemized wage statements; (9) failed to reimburse necessary business expenses; (10) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (11) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*]. Plaintiffs seek unpaid wages, actual, consequential and incidental losses and damages, special damages, liquidated damages, injunctive relief, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

MOON & YANG, APC
Kane Moon
Lilit Tunyan
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
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Defendant’s Counsel

HANSON BRIDGETT LLP
Diane Marie O’Malley
Samantha A. Botros
Alexa F. Galloway
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Telephone: (415) 777-3200
domalley@hansonbridgett.com
SBotros@hansonbridgett.com
AGalloway@hansonbridgett.com

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$825,000.00 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payments to Plaintiffs (up to \$7,500 to each Plaintiff, for a maximum of \$15,000); (c) the Court-approved attorneys’ fees and costs to Class Counsel (“Class Counsel’s Fees and Expenses”) (\$275,000.00 in fees and up to \$30,000 in costs to be requested); (d) \$85,000.00 in civil penalties pursuant to the PAGA (the “PAGA Allocation”); and (e) payment to the Settlement Administrator for settlement administration services (“Administrative Expenses”) (estimated to be \$30,000.00).

Individual Settlement Payments. Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a share of the Net Settlement Amount (the “Settlement Class Payment”), and Class Members who are also PAGA Employees will receive a share of the \$21,250 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”), regardless of whether they request exclusion from the Settlement (the total payment to a Class Member is their “Individual Settlement Payment”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Expenses, the Class Representative Service Payments, the PAGA Penalty Payment, and the Administrative Expenses. The Individual Settlement Payments will be comprised of the Settlement Class Payments to each eligible Settlement Class Member and the PAGA Settlement Payment to each eligible PAGA Employee.

The Settlement Class Payment shall be divided among all Settlement Class Members on a *pro rata* basis based upon the total number of work weeks worked by each Settlement Class Member during the Class Period. The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$21,250 set aside for all PAGA Settlement Payment) × [the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members].

The PAGA Settlement Payment shall be divided among all PAGA Employees on a *pro rata* basis based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$21,250 × [the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period)].

Your estimated Individual Settlement Payment is <<**Estimated Settlement Payment**>> and the number of work weeks you worked during the Class Period based on your hire and/or termination dates is <<**Work Weeks**>>. You may seek to dispute the number of your work weeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<**RESPONSE DEADLINE**>> (the “Response Deadline”) at:

ILYM Group, Inc.

[**Address**]

You must produce documentary evidence supporting your contention. Defendant’s records will be presumed correct unless you prove otherwise by credible evidence. If you dispute the accuracy of Defendant’s records used to calculate work weeks, and the counsel both parties and the Settlement Administrator cannot resolve the dispute informally, the matter will be referred to the court for final resolution. The Court will resolve and decide all work

week disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated Individual Settlement Payment is incorrect because your work weeks (the number of weeks you worked within the Class Period) are wrong, your deadline to dispute this is <<**RESPONSE DEADLINE**>>.

For tax reporting purposes, the Settlement Class Payments to Class Members will be allocated as 33 1/3% to wages, 33 1/3% to penalties and 33 1/3% to interest. The PAGA Settlement Payments will be allocated 100% as penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

By cashing or depositing the check for your Individual Settlement Payment, you will also opt in to a settlement of claims for unpaid compensation under the Fair Labor Standards Act ("FLSA").

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement.

Within 28 calendar days of the Effective Date (and assuming that Defendant has paid all amounts owed under the Settlement), the Settlement Administrator will distribute the Individual Settlement Payments to all Settlement Class Members and PAGA Employees. The "Effective Date" is when: (1) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (2) the later of the following events: (a) seven calendar days have passed since final approval is granted if there are no objections to the settlement; (b) 35 days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within 30 days following notice of entry of the Court's final order approving the Settlement, then 21 days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

Payments to Settlement Class Members and PAGA Employees will issue only AFTER the payment by Defendant of the Gross Settlement Amount to the Settlement Administrator. **PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.**

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel's Fees and Expenses, the Class Representative Enhancement, Administrative Expenses, the PAGA Penalty Payment. Class Counsel will ask the Court to award attorneys' fees up to \$275,000.00 (one third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$30,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payments made to Plaintiffs, not to exceed \$7,500 each (for a total of \$15,000), for their efforts in bringing the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not be less than \$30,000 (and is currently estimated to be \$30,000.00). The PAGA Penalty Payment in the amount of \$63,750 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$85,000 PAGA Allocation.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives,

the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendant and their subsidiaries, affiliates, parents, agents, employees, partners, directors, officer, attorneys, trustees, insurers, representatives, predecessors, successors, and assigns, agents, payroll services, staffing services, and joint employers (collectively “Releasees”).

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction of Defendant’s obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, implicitly or explicitly, including but not limited to state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, unreimbursed expenses, interest, penalties, and attorneys’ fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., 2699, et seq and all claims under the governing Wage Orders (“Released Claims”);

2) as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member’s consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Action, implicitly or explicitly; and,

(d) **Claims Released by PAGA Employees.** All PAGA Employees employed during the Released PAGA Claims Period (whether requesting exclusion from the Settlement or not) will release the Released PAGA Claims (“Released PAGA Claims” are all claims that have been pled or could have been pled, based upon the factual allegations and issues set forth in the Notices to the LWDA and alleged in the Complaint, including civil penalties under PAGA, fees, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in Plaintiffs’ Notices to the LWDA and the Complaint.).

No Class Member employed during the Released PAGA Claims Period can request exclusion from the settlement of the PAGA Claim. If you are a Class Member and PAGA Employee, and this Settlement is approved, you will release the PAGA Claim even if you timely and properly file an Opt-Out Request. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified

deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way and you have selected to remain in the Class, you can ask the Court to deny approval of the Settlement by submitting an objection. You can't object to the release of the PAGA Claim or object to the PAGA Settlement Payment. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no additional settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the Settlement in writing or by appearing at the Final Approval Hearing, either in-person or through your attorney. If you appear through your own attorney, you are responsible for paying that attorney. You may appear and orally object regardless of whether you submitted a written objection. Written objections should be sent to the Settlement Administrator at ILYM Group, Inc. [Address]. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.** If you submit a written objection and then request exclusion from, and opt out of, the Class Settlement, you would be deemed to have waived your objection.

If you wish to attend the Final Approval Hearing by remote video, visit <http://www.cacd.uscourts.gov/honorable-christina-snyder-0> for instructions on how to appear via Zoom and contact the Courtroom Deputy Clerk to confirm that you have permission to do so. You will need to provide the Case Numbers for this case. The Case Numbers are located at the top of the first page of this Class Notice

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must submit a written request to be excluded to the Settlement Administrator at ILYM Group, Inc. [Address]. In order to be valid, your written request to be excluded from the Class Settlement must be signed and include your full name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a clear statement that you wish to be excluded from the class action portion of the Settlement.

Your written request to be excluded from the Class Settlement must then be signed and postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written request to be excluded from the Class Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Class Settlement by the deadline to request exclusion, you will have no further role in the Action as it relates to the Class claims. You will not be able to complain to the Court about any aspect of the Class Settlement and any written objection to the Class Settlement would not be considered valid. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement, except for any payment you may be receive from the PAGA portion of this Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's Fees and Expenses, the Class Representatives Service Payments, the Administrative Expenses, and the PAGA Allocation on <<FINAL APPROVAL HEARING DATE & TIME>>, in Courtroom 9 of the Robert E. Coyle United States Courthouse, 2500 Tulare Street, Fresno, CA 93721. If you wish to attend the Final Approval Hearing remotely (by video), follow the instructions above. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website by the Settlement Administrator for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<**website**>>.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and Representative Action Settlement attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class and Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov> or at the Clerk's Office of the United States District Court. If you choose to access documents online, the Court will charge you a fee for access. Class Counsel can provide you with copies of the settlement documents at no charge. Any motion for an award of attorneys' fees filed by Class Counsel will also be available through those methods.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

MOON & YANG, APC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kane.Moon@moonyanglaw.com

February 19, 2022

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Merrill Gardens, L.L.C.
1938 Fairview Avenue East, Suite 300
Seattle, WA 98102

Notice of Labor Code Violations and PAGA Penalties

Re: ***Maria Bustos Ramirez v. Merrill Gardens L.L.C.***

To Whom It May Concern:

Please be advised that my office has been retained by Maria Bustos Ramirez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Merrill Gardens, L.L.C. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

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Plaintiff worked for Defendant as a cook from approximately 2019 to the present, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to undergo a COVID screening prior to clocking into work each workday, off the clock and uncompensated. Plaintiff and the Aggrieved Employees were also required to wait in line in order to clock into work (after the COVID screening process), off the clock and uncompensated. Plaintiff and the Aggrieved Employees were also required to wait in line in order to clock back in after meal breaks, off the clock and uncompensated. Plaintiff and the Aggrieved Employees were also required to clock out and continue to work, off the clock and uncompensated, leading to underpayment of wages. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses, extra pay, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick pay, leading to

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underpayment. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

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Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records

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showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of masks. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

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During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

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Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

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Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and

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9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON & YANG, APC



Kane Moon, Esq.
Attorney at Law



MOON & YANG, APC
ATTORNEYS AT LAW
1055 W. SEVENTH STREET, SUITE 1880, LOS ANGELES, CA 90017



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