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 ORANGE TREEIDENCE OPCO, LLC, dba RIVERWALK POST ACUTE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

ARACELI VIRUETE, individually, and on behalf
 of all other similarly situated,

Plaintiff,

vs.

ORANGE TREEIDENCE OPCO, LLC, a limited
 liability company dba RIVERWALK POST
 ACUTE; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: CVRI2201128
[Unlimited Jurisdiction]

*Assigned for all purposes to the
 Honorable Harold Hopp, Dept. 10*

**JOINT STIPULATION FOR
 SETTLEMENT OF CLASS AND PAGA
 ACTION AND RELEASE OF CLAIMS**

Action Filed: March 22, 2022
 Trial Date: Not Yet Set

This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or
 “Agreement”) is made and entered into by and between Plaintiff ARACELI VIRUETE (“Plaintiff”
 or “Class Representative”), individually and on behalf of all putative class members, and Defendant

ORANGE TREEIDENCE OPCO, LLC dba RIVERWALK POST ACUTE (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

I. DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. “Action” or “Operative Complaint” shall mean the Second Amended Complaint filed August 23, 2022, in the civil action commenced on March 22, 2022, filed and maintained by Plaintiff against Defendant designated *Viruete v. ORANGE TREEIDENCE OPCO, LLC*, in the Superior Court of the County of Riverside, County of Riverside, Case No. CVRI2201128.

2. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant in California during PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

3. “Class” or “Eligible Employee(s)” shall mean all current and former non-exempt employees who worked for Defendant in California during the Class Period.

4. “Class Counsel” shall mean the attorneys representing Plaintiff and the Putative Class in the Action, Kane Moon, Allen Feghali, Esq., and Edwin Kamarzarian of Moon & Yang PC.

5. “Class Counsel Fees Payment” shall mean one-third of the Maximum Settlement Amount, of up to one-third of the Maximum Settlement Amount, or \$100,000.00 in attorneys’ fees, subject to approval by the Superior Court as Class Counsel’s attorneys’ fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

6. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel’s expenses are not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00).

7. “Class Members” shall mean individuals who are a member of the Class (or if any such person is incompetent, deceased, or unavailable due to limitary service, the person’s legal

1 representative or successor in interest evidenced by reasonable verification). The term “Class
2 Members” shall not include any person who submits a timely and valid request for exclusion.

3 8. “Class Notice” shall mean the Notice of Proposed Settlement, Preliminary Approval
4 of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as
5 **Exhibit A**. The Class Notice shall further contain (i) a Class Member’s first and last name, (ii) last
6 known address, (iii) employee identification number, if applicable, (iv) the Class Member’s
7 Individual Workweeks, (v) the PAGA Group Member’s Individual Workweeks, if applicable; (vi) the
8 Class Member’s estimated amount of the Settlement Share; and (vii) the PAGA Group Member’s
9 estimated PAGA Payment Share, if applicable. The Class Notice shall also provide the Class
10 Members with instructions on how to opt-out of and/or object to the Settlement.

11 9. The “Class Period” shall be defined as the period commencing on March 3, 2021,
12 and ending on March 20, 2023.

13 10. “Class Representative Payment” shall mean the special payment made to Plaintiff in
14 his capacity as Class Representative to compensate him for prosecuting the Action, and performing
15 work in support of the Action, in the amount of Seven Thousand, Five Hundred Dollars and Zero
16 Cents (\$7,500.00), subject to approval by the Superior Court. This enhancement payment is in
17 addition to the payment to which he is entitled as a Settlement Class Member.

18 11. “Defendant” means the Defendant named by Plaintiff in his Complaint in the Action,
19 ORANGE TREEIDENCE OPCO, LLC dba Riverwalk Post Acute.

20 12. “Defense Counsel” shall mean the attorneys representing Defendant in the Action,
21 Grace Y. Horoupian and Sean T. Kingston of Fisher & Phillips, LLP.

22 13. “Effective Date” shall mean the earlier following occurrences: (i) if no objection is
23 filed to the settlement and no objector appears at the hearing on final approval, the date of the Court’s
24 entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an
25 objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration
26 of all potential appeal periods without a filing of a notice of appeal of the final approval order or
27 judgment, i.e., sixty (60) days after the entry of the final approval order and judgment; (b) final
28 affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s),
or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing,

1 certiorari, etc.) such that the final approval order and judgment concerning the Actions is no longer
2 subject to further judicial review. If this settlement is approved through motions in both Courts, then
3 Effective Date shall mean the latter of both approvals.

4 14. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes payable
5 to any and all government agencies incurred for any payments of Settlement Shares to Participating
6 Class Members pursuant to this Settlement.

7 15. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
8 Court to determine whether to finally approve and implement the terms of this Settlement.

9 16. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
10 PAGA Group Member.

11 17. "Individual Workweeks" shall mean any week where a Class Member actively worked
12 at least 1 day for Defendant during the Class Period as reflected in the Class Member's dates of
13 employment in Defendant's payroll and timekeeping system. A workweek without time worked (a
14 time entry) will not be included in the Workweek count.

15 18. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that
16 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this
17 Action.

18 19. "LWDA Payment" shall mean the payment to the California Labor and Workforce
19 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
20 the claim for penalties under the California Labor Code Private Attorneys General Act, California
21 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Fifteen Thousand, Dollars and Zero Cents
22 (\$15,000.00), which shall constitute the LWDA's seventy-five percent (75%) share of Twenty
23 Thousand (\$20,000.00) in civil penalties paid under this Settlement. The remaining Five Thousand,
24 Dollars and Zero Cents (\$5,000.00) in civil penalties shall be distributed on a *pro rata* basis based
25 upon the number workweeks worked by each PAGA Group Member ("PAGA Payment").

26 20. "Maximum Settlement Amount" shall mean the maximum settlement amount of Three
27 Hundred Thousand Dollars and Zero Cents (\$300,000.00) (unless increased pursuant to the Escalator
28 Clause) in full and complete settlement of this matter, which sum includes all payments to Settlement
Class Members, Aggrieved Employees, Class Counsel's attorney's fees and litigation costs, third-

1 party administration costs, payment to the Labor Workforce Development Agency (“LWDA”), and
2 the enhancement award to Plaintiff. exclusive of the normal employer’s share of any payroll taxes
3 attributable to the Settlement Share payments allocated to wages.

4 21. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
5 Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment
6 approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by
7 the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment
8 approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior
9 Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment and Class Counsel
10 Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement
11 as approved by the Superior Court. The Net Settlement Amount shall be distributed on a *pro rata*
12 basis to Class Members, subject to the distribution formula agreed upon by the Parties.

13 22. “Non-Participating Class Member” shall mean a Class Member who submits a
14 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
15 provided in the Class Notice.

16 23. The “PAGA Group” shall mean (a) all persons who, during the PAGA Period, have
17 previously been or currently are employed in California by Defendant ORANGE TREEIDENCE
18 OPCO, LLC, as an hourly-paid, non-exempt employee. “PAGA Group Member” shall mean an
19 individual who is a member of the PAGA Group (or if any such person is incompetent, deceased, or
20 unavailable due to military service, the person’s legal representative or successor in interest evidenced
21 by reasonable verification).

22 24. The “PAGA Payment” shall be Twenty Thousand (\$20,000.00) in civil penalties.

23 25. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share
24 of the PAGA Payment as provided by this Agreement.

25 26. The “PAGA Period” shall mean the period commencing on March 3, 2021, and ending
26 on March 20, 2023.

27 27. “Participating Class Member” shall mean all Class Members who have not submitted
28 a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
provided in the Class Notice.

1 28. “Pay Period” shall mean any pay period in which a Class Member actually received
2 payment from Defendant as an hourly-paid, non-exempt employee.

3 29. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the
4 Settlement without material change that the Parties anticipate will be made following submission of
5 this Agreement to the Court.

6 30. “Settlement Administrator” shall mean Phoenix Settlement Administrators who was
7 selected and mutually agreed upon by the Parties on the basis of cost and competence, with the best
8 interests of the Settlement Class Members in mind, and appointed by the Superior Court to administer
9 the Settlement.

10 31. “Settlement Administrator Payment” shall mean the payment to the Settlement
11 Administrator for its fees and expenses in administering this Settlement.

12 32. “Settlement Share” shall mean the value of each Participating Class Member’s share
13 of the Net Settlement Amount as provided by this Agreement.

14 33. “Superior Court” shall mean the Superior Court of California for the County of
15 Riverside.

16 34. “Escalator Clause” Defendant estimates the settlement represents approximately
17 20,000 workweeks as of March 20, 2023, and this estimate serves as the basis for Plaintiff’s accepting
18 the settlement. Should the number of pay periods increase by more than 15%, the payout will increase
19 proportionately over the 15% grace (i.e. meaning if the pay periods increase by 16% the settlement
20 will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively
21 choose to end the Class Period on the date that the increase would otherwise be triggered..

22
23 **II. RECITALS**

24 35. On March 13, 2022, Class Counsel, on behalf of Plaintiff and the PAGA Group, gave
25 written notice to the Labor Workforce and Development Agency (“LWDA”) of the Labor Code
26 violations Defendant is alleged to have violated (“LWDA Exhaustion Letter”). On March 22, 2022,
27 Plaintiff commenced the Action against Defendant by filing a Complaint in the Superior Court. In
28 the Complaint, Plaintiff, on behalf of himself and all others similarly situated alleged causes of action

1 for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to
2 Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify
3 Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide
4 Accurate and Itemized Wage Statements; and (8) Violation of Business & Professional Code section
5 17200. On August 23, 2022, Class Counsel amended the Complaint to add a ninth cause of action for
6 Civil Penalties pursuant to the Private Attorney's General Act of 2004, Labor Code §§ 2698, *et seq.*
7 Based on these allegations, Plaintiff alleged that he and all others similarly situated were entitled to
8 unpaid wages, liquidated damages, statutory penalties, civil penalties, restitution, injunctive relief,
9 declaratory relief, attorneys' fees, and costs of litigation, among other remedies.

10 36. Defendant denies and continues to deny all of Plaintiff's material allegations.
11 Specifically, Defendant contends (1) it provided the Class with all meal periods according to law; (2)
12 it provided the Class with all rest periods according to law (3) it did not fail to pay the Class the
13 minimum wage; (4) it did not require or permit the Class to work off the clock and paid the Class the
14 overtime compensation to which they were entitled; (5) it did not require the Class to incur any
15 business-related expenses; (6) it provided the Class with accurate itemized wage statements,
16 consistent with Labor Code Section 226; (7) it did not fail to timely pay the Class wages due and
17 owing upon separation; (8) it did not violate Business & Professions Code Section 17200, *et seq.*; (9)
18 the PAGA Group is not entitled to penalties under PAGA; and (10) Defendant is not liable for
19 damages, including unpaid wages, liquidated damages, statutory penalties, civil penalties, attorneys'
20 fees, or costs of litigation to the Class.

21 37. In connection with the Action, and in order to work toward a mediated resolution
22 without the time and expense of formal discovery, the Parties produced voluminous documents and
23 data (including, by Defendant, human resource documents and policies, time records, and payroll data
24 during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

25 38. On March 20, 2023, the Parties in the Action participated in a full day of mediation
26 before an experienced employment and class action mediator, Steve Rottman, Esq., which resulted in
27 a settlement of the Action (the "Mediation").
28

1 39. The Settlement described in this Agreement represents a compromise and settlement
2 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
3 by Defendant that Plaintiff's claims in the Action have any merit or that they have any liability to
4 Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by Plaintiff that
5 Defendant's defenses in Action have any merit. This Settlement is intended to fully, finally, and
6 forever compromise, release, resolve, discharge, and settle the released claims subject to the terms
7 and conditions set forth in this Settlement.

8 40. Based on its own thorough, independent investigation and evaluation of this case,
9 Class Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration
10 and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of
11 the Class in light of all known facts and circumstances, including the risk of significant costs and
12 delay, the risk of non-certification of the Class, the defenses asserted by Defendant including the risks
13 of adverse determinations on the merits and numerous potential appellate issues. Although Defendant
14 contends that it has no liability in the Action, Defense Counsel shares Class Counsel's belief that the
15 Settlement represents a fair and adequate settlement given the respective risks associated with the
16 case.

17 41. Based on the foregoing Recitals, the Parties agree as follows:
18

19 **III. PROCEDURE FOR APPROVING SETTLEMENT**

20 42. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff
21 will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a
22 date for the Final Approval Hearing no earlier than 100 days from the date of the order granting
23 Preliminary Approval of the Settlement, and approving the Class Notice (attached as **Exhibit A** to
24 this Stipulation) ("Motion for Preliminary Approval"). Any unresolved disagreement among the
25 Parties concerning the Class Notice or other documents necessary to implement the Settlement will
26 be referred first to Kelly Knight, Esq., and if no resolution is reached, then to the Superior Court.

27 43. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they
28 will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order

1 granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final
2 Approval Hearing no earlier than 100 days from the date of the order granting Preliminary Approval.

3 44. Should the Superior Court require any amendments to this Agreement or the Motion
4 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the
5 Superior Court's Preliminary Approval and agree to comply with the Court's Case Management
6 Order in securing approval.

7 45. Should the Superior Court decline to preliminarily approve any material aspects of the
8 Settlement in conformity with the Court's Case Management Order, the Settlement will be null and
9 void and the Parties will have no further obligations under it. In such event, the Parties shall be
10 returned to their respective positions as of the date and time immediately prior to the execution of this
11 Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

12 46. **Class Notice.** After the Superior Court enters its order granting Preliminary Approval,
13 every Class Member will be provided with the Class Notice (which will include the Class Notice
14 completed to reflect the order granting Preliminary Approval of the Settlement and the Class
15 Member's information as follows:

16 (a) Within twenty-one (21) days after the Motion for Preliminary Approval is
17 granted, Defendant will provide to the Settlement Administrator the "Class Members' Data," which
18 shall consist of an electronic database containing (1) full name; (2) last known home address; (3) last
19 known telephone number; (4) social security number; (5) start and end dates of active employment of
20 each Class Member; (6) total Workweeks with a time entry during each segment of the Class Period;
21 (7) total Workweeks with a time entry during the PAGA Period; (8) last known email address; and
22 (9) any other information required by the Settlement Administrator in order to effectuate the terms of
23 the Settlement. If any or all of the Class Members' Data are unavailable to Defendant, Defendant
24 will so inform Class Counsel prior to the date on which Defendant is required to submit the Class
25 Members' Data to the Settlement Administrator and the Parties will make their best efforts to
26 reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to
27 the Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the
28 Settlement Administrator as provided below. This information will otherwise remain confidential
and will not be disclosed to anyone, except as required to applicable taxing authorities, as required to

1 carry out the reasonable efforts to identify Class Member information as described herein, pursuant
2 to Defendant's express written authorization, or by order of the Superior Court.

3 (b) Upon receipt of the Class Members' Data, the Settlement Administrator will
4 conduct a national change of address search and an in-depth skip trace for the most current address
5 of all Class Members and will update such employees' addresses as necessary prior to the mailing of
6 the Class Notice. Within seven (7) days after receiving the Class Members' Data, or as soon thereafter
7 as it is able to do so, the Settlement Administrator will mail the Class Notice to all identified Class
8 Members via first-class U.S. Mail using the mailing address information provided by Defendant,
9 unless modified by any updated address information that the Settlement Administrator obtains in the
10 course of administration of the Settlement.

11 (c) If a Class Notice is returned by the U.S. Postal Service because of an incorrect
12 address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of
13 the returned packet, search for a more current address for the Class Member and re-mail the Class
14 Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and
15 otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more
16 current address. The Settlement Administrator will be responsible for taking reasonable steps,
17 consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of
18 any Class Member for whom a Class Notice is returned by the U.S. Postal Service. These reasonable
19 steps shall include the tracking of all undelivered mail; performing address searches for all mail
20 returned without a forwarding address; and promptly re-mailing to Class Members for whom new
21 addresses are found. Any such Class Members who failed to receive a Class Notice, or who were
22 subject to a re-mailing of the Class Notice as described herein shall be given an additional fourteen
23 (14) days to opt out or object to the Settlement.

24 (d) The Settlement Administrator will inform Class Counsel and Defense Counsel
25 of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status
26 report.

27 (e) Not later than the filing of the Motion for Final Approval Hearing, the
28 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
compliance with its obligations under this Settlement and authenticating the requests for exclusions

1 and/or objections received. The declaration will be filed with the papers submitted with the Motion
2 for Final Approval. Prior to the Final Approval Hearing, the Settlement Administrator will
3 supplement its declaration of due diligence if any material changes occur from the date of the filing
4 of its prior declaration.

5 **47. Participating Class Members; Requests for Exclusion from Class Settlement; and**
6 **Objections to Settlement.** Class Members may submit requests to be excluded from the effect of
7 the Settlement; or objections to the Settlement, pursuant to the following procedures:

8 **(a) Participating Class Members.** Each Class Member shall be deemed to be a
9 Participating Class Member unless they submit a complete, timely, and valid request to be excluded
10 from the effect of the Settlement as provided below. All Participating Class Members shall be bound
11 by the provisions and releases contained in this Settlement.

12 **(b) Request for Exclusion from Settlement.** Class Members who wish to
13 exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement
14 Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first
15 mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests must
16 be mailed or delivered to the Settlement Administrator via U.S. Mail, Fax, or E-mail. Class Members
17 must complete, sign, date, and timely return an Exclusion Request (attached hereto as Exhibit B) to
18 the Settlement Administrator to exclude themselves from the Settlement, setting forth information
19 necessary to identify the person as a class member. The Settlement Administrator shall contact any
20 Class Member who submits an Exclusion Request to clarify any uncertainty that may exist. A Class
21 Member who does not complete and submit a valid and timely Exclusion Request in the manner and
22 by the deadline specified above will remain a Participating Class Member and, if the Court approves
23 the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. Per
24 the Court’s Case Management Order, Class Members may use the Request for Exclusion Form, which
25 is attached to the Class Notice as a means to exclude themselves from the settlement. A Class Member
26 who timely submits a valid Exclusion Request will not participate in, or be bound by, the Settlement
27 of the Judgment and will not receive any payment pursuant to the Settlement except for a payment
28 from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group
Member, and will not be bound by the terms of the Settlement, except for the release of the PAGA

1 Group Released Claims if the Class Member is a PAGA Group Member, and will not have any right
2 to object, appeal, or comment thereon. To be valid, Exclusion Requests must be completed in full,
3 signed, and returned to the Settlement Administrator before the expiration of the Exclusion Period.
4 Non-Participating Class Members will not be permitted to file objections to the Settlement and/or
5 appear at the Final Approval Hearing to voice any objections to the Settlement. Members of the
6 PAGA Group cannot seek to exclude themselves from the Settlement of the PAGA claim but retain
7 all rights to exclude themselves from the Class Settlement as delineated herein. No later than fourteen
8 (14) calendar days after the close of the Exclusion Period, the Settlement Administrator shall provide
9 Counsel for both Parties with a complete list of all Class Members who have submitted timely and
10 valid Requests for Exclusion. Per the Court's Case Management Order, the Settlement Administrator
11 shall provide a declaration authenticating the requests for exclusion at the time that the motion for
12 final approval is due.

13 (c) **Objections to Settlement.** The Class Notice will provide that any Class
14 Member who does not request exclusion from the Settlement and who wishes to object to the
15 Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the
16 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement which
17 sets forth the grounds for the objection and the other information required herein or by sending the
18 Objection Form which is attached to the Class Notice.

19 (d) The written objection must provide the minimum information necessary to (i)
20 identify the objector as a person entitled to object to the settlement, (ii) describe the nature of and
21 basis for the objection, and (iii) contact the objector to clarify any uncertainties. A Class Member
22 may elect to use the Objection Form attached hereto as Exhibit C, which will be mailed along with
23 the Class Notice. A Class Member who does not serve a written objection in the manner and by the
24 deadline specified may appear at the Final Approval Hearing to state their objection to the Settlement.
25 If a Class Member fails to submit a written objection or make an oral objection at the Final Approval
26 Hearing, the Class Member will be deemed to have waived all objections and will be foreclosed from
27 making any objections – whether by appeal or otherwise – to the Settlement. Per the Court's Case
28 Management Order, the Settlement Administrator shall provide a declaration to the Court no later
than the filing the Motion for Final Approval authenticating any and all objections received.

1 (e) If a Class Member submits both a Request for Exclusion and a written
2 objection, the Settlement Administrator shall attempt to contact and determine whether the Class
3 Member would like to withdraw either the Request for Exclusion or the objection. If the Class
4 Member does not withdraw the Request for Exclusion or if the Settlement Administrator cannot
5 contact a Class Member who submits both a Request for Exclusion and an objection, the Request for
6 Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate
7 in the Settlement.

8 (f) If the Superior Court rejects the Class Member's objection, or if the Superior
9 Court approves the settlement despite any objections, the Class Member will be deemed to be a
10 Participating Class Member and will be bound by the terms of this Settlement.

11 (g) A Class Member who timely submits a valid Exclusion Request will not
12 participate in, or be bound by, the Settlement or the Judgment and will not receive any payment
13 pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA
14 Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the
15 Settlement and Judgment, and will not have any right to object, appeal, or comment thereon.

16 48. **Report.** Not later than seven (7) days after the deadline for submission of requests to
17 be excluded and/or objections, the Settlement Administrator will provide Defense Counsel, with a
18 complete and accurate list of names for all Participating Class Members, all Non-Participating Class
19 Members, all PAGA Group members, and all Class Members who objected to the settlement. The
20 report shall also be accompanied by an itemized calculation of the Settlement Shares for each
21 Participating Class Member, with identifying information redacted, which shall be provided to both
22 Class and Defense Counsel. The Settlement Administrator shall also provide both Parties with a
23 report identifying the number of Participating Class Members, the number of Non-Participating Class
24 Members, the number of PAGA Group members, and the number of Class Members who submitted
25 a valid, timely, and complete objection. Class Counsel shall also receive a list of Class Members who
26 objected to the Settlement and/or excluded themselves from the Settlement, which will be used in the
27 Parties' Final Approval Order.

28 49. **Resolution of Class Member and PAGA Group Member Disputes.** If a Class
Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks

1 and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group
2 Member must, within forty-five (45) days after the Settlement Administrator initially mails the Class
3 Notice, ask the Settlement Administrator to resolve the matter by submitting a statement of the
4 number of Workweeks and/or Pay Periods that he or she contends were worked and include any
5 documentation the Class Member and/or PAGA Group Member has to support their contention. The
6 Settlement Administrator shall notify Defendants of the dispute and provide them with a copy of the
7 Class Notice and any documentation received in support of the dispute within three (3) court days of
8 receipt thereof. Defendant shall review its payroll and personnel records and verify the correct
9 number of Workweeks and/or Pay Periods within five (5) court days of the Settlement Administrator's
10 notification. Defendant's records will have a rebuttable presumption of accuracy. After consultation
11 with Class Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group
12 Member, the Settlement Administrator will, within three (3) court days of Defendant's verification,
13 make a determination of the Class Member's and/or PAGA Group Member's number of Workweeks
14 and/or Pay Periods and that determination will be final, binding on the Parties and the Class Member
15 and/or PAGA Group Member, and is not appealable.

16 **50. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective
17 counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him
18 or herself from the Settlement, object to the Settlement, and/or appeal from the Judgment. If ten
19 percent (10%) or more of the Class Members submit a complete, valid, and timely request to be
20 excluded from the Settlement and are deemed to be Non-Participating Class Members, then
21 Defendant shall have the unilateral right to void this Settlement. Defendant may do so by giving
22 notice to Plaintiff and the Court of its election to void the Settlement not later than fourteen (14) days
23 after the Settlement Administrator issues its report identifying the number of Participating Class
24 Members, the number of Non-Participating Class Members, and the number of Class Members who
25 objected to the settlement as described herein. Notwithstanding any other provisions in this
26 Settlement, no sums shall be payable by Defendants in the event that this Settlement is voided as
27 provided for herein.

28 **51. Additional Briefing and Final Approval.**

(a) Not later than sixteen (16) court days before the Final Approval Hearing, the

1 Plaintiff will prepare and file with the Superior Court a Motion for Final Approval of the Settlement,
2 including payment of the Settlement Administrator's Payment, and a memorandum in support of their
3 motion ("Motion for Final Approval"), which shall include a request for Awards of the Class
4 Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses
5 Payment, pursuant to this Settlement, and memoranda in support of its motion. Plaintiff will seek
6 fees pursuant to *Laffitte v. Robert Half Intern., Inc.* (2016) 1 Cal. 5th 480, 503. Plaintiff will not seek
7 additional fees from Defendant or an increase in the Maximum Settlement Amount as part of the
8 Motion for awards of the Class Representative Payment, Class Counsel Fees Payment, and the Class
9 Counsel Litigation Expenses Payment.

10 (b) Not later than five (5) court days before the Final Approval Hearing, the Parties
11 shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or
12 reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion
13 is filed. Plaintiff and Class Counsel may file a reply in support of their Motion for Final Approval,
14 to the extent that any opposition to said Motion is filed.

15 (c) If the Superior Court ultimately does not grant final approval of the Settlement
16 or grants final approval conditioned on any material change to the Settlement that is not agreed to by
17 one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is
18 voided in this manner, the Parties will have no further obligations under the Settlement, including any
19 obligation by Defendant to pay any amounts that otherwise would have been payable under this
20 Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and
21 expenses incurred as of the date that the Party exercises the right to void the Settlement under this
22 paragraph. For the purposes of this paragraph, a "material change" is a change to the terms outlined
23 in the accepted Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**.
24 However, an award by the Superior Court of a lesser amount than that sought by Plaintiff and Class
25 Counsel for the Class Representative Payment, the Class Counsel Fees Payment, and/or the Class
26 Counsel Litigation Expenses Payment, will not constitute a material change to the Settlement within
27 the meaning of this paragraph.

28 (d) Upon final approval of the Settlement by the Superior Court at or after the Final
Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed

1 Final Order and Judgment.

2 (e) After entry of the Judgment, the Superior Court will have continuing
3 jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement,
4 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
5 may be appropriate under court rules or applicable law. However, any judgment shall not: (i) expose
6 the Participating Class Members to a potential contempt charge by barring or otherwise enjoining the
7 Participating Class Members from prosecuting the released claims; (ii) include a provision that the
8 Participating Class Members shall be deemed to have agreed not to sue on any released claims, or
9 any other provision that may expose the Participating Class Members to potential liability for either
10 breach of contract or misrepresentation; and/or (iii) provide for the dismissal of the Action.

11 **52. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
12 and conditions of this Settlement, Plaintiff, Participating Class Members, Defendant, and their
13 respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights
14 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
15 motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary
16 writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The
17 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings,
18 or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation
19 of the Settlement (including making payments under the Settlement) will be suspended until such
20 time as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement,
21 becomes Final.

22 **53. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**
23 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,
24 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such
25 that there is a material modification to the Settlement, and that court's decision is not completely
26 reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will
27 have the right to void the Settlement, which the Party must do by giving written notice to the other
28 Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the
reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final.

1 For the purposes of this paragraph, a “material change” is a change to the terms outlined in the
2 accepted Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**. A
3 vacation, reversal, or modification of the Superior Court’s award of the Class Representative
4 Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment will
5 not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
6 this paragraph.

7 **54. Establishment of Settlement Account.** Within seven (7) calendar days after the
8 Effective Date, the Settlement Administrator will provide the Parties with an accounting of all
9 anticipated payments from the Settlement Fund Account as specified in this Settlement Agreement
10 and approved by the Court, including, but not limited to: (a) Plaintiff’s Enhancement Payment; (b)
11 the Class Counsel Fees Payment; (c) the Class Counsel Litigation Expenses Pay; (d) Settlement
12 Administration Costs; (e) the PAGA Payment; and (f) Payment of Settlement Shares to Class
13 Members and related taxes thereon. The Settlement Administrator shall establish a Settlement
14 Account within ten (10) days of the Effective Date and notify the Parties when the Settlement Account
15 has been established. Defendant shall deposit funds into the settlement account as follows: by
16 February 15, 2024, Defendant shall deposit One Hundred Thousand Dollars (\$100,000.00), by May
17 15, 2024 Defendant shall deposit another One Hundred Thousand Dollars (\$100,000.00), and
18 Defendant shall deposit a final One Hundred Thousand Dollars (\$100,000.00) by August 15, 2024
19 (the “Final Payment”) for a total of Three Hundred Thousand Dollars. Defendant shall have no
20 obligation to pay any additional funds into the Settlement Account, besides its share of employer
21 taxes.

22 **55. Payment of Settlement Shares and PAGA Payment Shares.** The Settlement
23 Administrator shall pay to each Participating Class Member his or her Settlement Share and to each
24 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement
25 Administrator shall pay each Settlement Share by sending a check in the appropriate amount after
26 withholdings to the Participating Class Member at the address indicated in the Class Member’s Data.
27 The Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
28 appropriate amount to the PAGA Group Member at the address indicated in the PAGA Group
Member’s Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within

1 fourteen (14) days of its receipt of the final Settlement Account Deposit from Defendant. The
2 Settlement Administrator shall mail a reminder postcard to any Class Member whose Settlement
3 Share and/or PAGA Payment Share has not been negotiated within 60 days after the first mailing. If
4 (i.) any of the Class Members are current employees of the Defendant, (ii) the distribution mailed to
5 those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the
6 Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator
7 shall arrange with the Defendant to have those distributions delivered to the Class Member at their
8 place of employment.

9 **56. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks paid
10 to Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred
11 and eighty (180) calendar days from the date of their issuance. A Participating Class Member must
12 cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is
13 mailed to him or her. A PAGA Group Member must cash his or her PAGA Payment Share check
14 within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains
15 uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is
16 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period,
17 the Settlement Administrator shall take all reasonable efforts to identify the Participating Class
18 Member's and/or PAGA Group Member's correct address, including the performance of a "skip-
19 trace." If an updated address can be identified, the Settlement Administrator shall issue another check
20 to the Participating Class Member and/or PAGA Group Member and mail it to the Participating Class
21 Member and/or PAGA Group Member at his or her updated address. If an updated address for the
22 Participating Class Member and/or PAGA Group Member cannot be identified, if a reissued check is
23 once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains
24 uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an
25 accounting of such funds and shall give notice to the Parties of the total balance of uncashed
26 Settlement Shares and/or PAGA Payment Shares. A Participating Class Member who fails to
27 negotiate or receive their Settlement Share check despite the procedures described above shall
28 nevertheless remain bound by the Settlement and the releases contained herein. A PAGA Group
Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures

described above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and those funds shall be sent to the California State Bar's Justice Gap Fund by the Administrator if the collective amount of those checks do not justify the expense of a second distribution to aggrieved employees who did cash their checks. The Parties will seek the Court's approval before disbursement of any funds from uncashed checks.

57. The funds represented by Settlement Share and/or PAGA Payment Share checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided and then shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their settlement checks.

58. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days after final disbursement of all funds from the Settlement Account, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the disbursements of all funds from the Settlement Account. Within ten (10) days after transmission of any remaining unclaimed funds to the California State Bar's Justice Gap Fund the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration providing a final summary report on the transmission of any remaining unclaimed funds to Controller of the State of California as outlined above. Notice of final judgment, and amended judgement will be posted on the Settlement Administrator's website from 7 days after entry of judgment to 30 days after the check-cashing deadline.

IV. SETTLEMENT TERMS AND CONDITIONS

59. **Conditional Certification for Settlement Purposes.** Solely for the purposes of effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification of the following Settlement Class: "all persons who, during the Class Period, have previously been or currently are employed in California by Defendant ORANGE TREEIDENCE OPCO, LLC as an hourly-paid non-exempt employee." The Parties agree that if for any reason the

1 Settlement is not preliminarily and/or finally approved, the conditional certification of the Settlement
2 Class will be of no force or effect, does not constitute an admission by Defendant that class
3 certification is proper, and will not be deemed admissible in this or any other proceeding, and that the
4 Parties will litigate the issue of class certification.

5 **60. Settlement Shares.** Subject to the terms and conditions of this Settlement, the
6 Settlement Administrator will calculate the estimated Settlement Shares for each Class Member
7 within ten (10) days after Defendant provide the Settlement Administrator with the Class Members'
8 Data. The Settlement Share for each Class Member will be calculated as follows, understanding that
9 the formulas below do not constitute an admission by either Party, and are intended only to provide a
10 practical means to simplify and administer the claims process:

11 **(a) Number of Class Members and Workweeks.** Defendant shall determine the
12 total number of Class Members and the aggregate number of Workweeks for those Class Members
13 who worked during the Class Period. This information shall be provided to the Settlement
14 Administrator along with the Class Members' Data as described above.

15 **(b) Calculation of the Workweek Value.** The Settlement Administrator shall
16 determine the value of a Workweek ("Workweek Value") by taking the Net Settlement Amount and
17 dividing it by the sum of all Class Members' Workweeks who do not opt out of the Settlement.

18 **(c) Calculation of Settlement Shares.** The Settlement Administrator shall assign
19 to each Participating Class Member a Settlement Share which shall be equal to the Workweek Value
20 multiplied by each Participating Class Member's Individual Workweeks. Upon calculation of the
21 Participating Class Members' Settlement Shares, the Settlement Administrator shall furnish to Class
22 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
23 the Class Members with their corresponding Individual Workweeks and Settlement Shares.

24 **61. PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
25 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
26 within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group
27 Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as
28 follows, understanding that the formulas below do not constitute an admission by either Party, and
are intended only to provide a practical means to simplify and administer the claims process:

1 (a) **Number of PAGA Group Members and Pay Periods.** Defendant shall
2 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
3 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
4 provided to the Settlement Administrator along with the Class Members' Data as described above.

5 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
6 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount and
7 dividing it by the sum of all PAGA Group Members' Pay Periods.

8 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
9 assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period
10 Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the
11 PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Class
12 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
13 the PAGA Group Members with their corresponding Individual Pay Periods Pay Periods and PAGA
14 Payment Shares.

15 62. **Taxes and Withholdings.** Each Settlement Share is intended to settle the Class
16 Members' claims for unpaid wages and penalties. Accordingly, fifteen percent (15%) of each
17 Settlement Share shall represent unpaid wages, and eighty five percent (85%) of each Settlement
18 Share shall represent interest and penalties. The portion of the Settlement Share representing unpaid
19 wages shall be paid to each Participating Class Member subject to any applicable employee-side tax
20 withholdings and deductions, and the Settlement Administrator shall issue an IRS Form W-2 to each
21 Participating Class Member for that amount. The portion of the Settlement Share representing
22 penalties shall be paid to the Participating Class Member in full without deductions or withholdings,
23 and the Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member
24 for that amount. Each Participating Class Member shall be individually responsible for their own
25 share of applicable income tax withholdings and deductions from the Settlement Share attributable to
26 the portion of the settlement for which an IRS Form 1099 will be issued. Defendant shall be
27 responsible for payment of the Employer Payroll Tax attributable to the Settlement Share payments
28 constituting wages. The Employer's Payroll Tax shall not be deducted from the Maximum Settlement
Amount and shall not be included in any payments of Settlement Shares. The Parties agree and

1 understand that Defendant has not made any representations regarding the tax obligations or
2 consequences, if any, related to this Settlement. The Parties agree that Defendant and each
3 Participating Class Member are solely responsible for determining the tax consequences of payments
4 made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by
5 each of them on such payments (including penalties and interest related thereto) by any taxing
6 authority, whether state, local, or federal.

7 63. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims
8 for civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall
9 represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in
10 full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
11 1099 to each PAGA Group Member for that amount. Each PAGA Group Member shall be
12 individually responsible for his or her own share of applicable income tax withholdings and
13 deductions for his or her PAGA Payment Share.

14 64. **Total Payment Amount.** In no event, except as outlined in the Escalator Clause, will
15 Defendants be required to pay more than the Maximum Settlement Amount for distribution to the
16 Plaintiff, Class Counsel, Participating Class Members, PAGA Group Members, LWDA, Settlement
17 Administrator, or for any other costs or expenses not otherwise enumerated. However, Defendant
18 shall be responsible for paying any Employer Payroll Taxes for the payment of Settlement Shares
19 attributable to wages, which shall not be paid from the Settlement Account and shall not be included
20 in the Maximum Settlement Amount.

21 65. **Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
22 conditions of this Settlement, the Settlement Administrator will make the following payments out of
23 the Maximum Settlement Amount as follows:

24 (a) **To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the
25 Superior Court for a Class Representative Payment in an amount not to exceed Seven Thousand Five
26 Hundred Dollars and Zero Cents (\$7,500.00). Defendant will not oppose this Class Representative
27 Payment. The Settlement Administrator will pay the Class Representative Payment approved by the
28 Superior Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will
not be taken from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff

1 for this payment.

2 (b) **To Class Counsel:** Class Counsel will apply to the Superior Court for the
3 Class Counsel Fees Payment in an amount not to exceed One Hundred Thousand Dollars and Zero
4 Cents (\$100,000), or one-third (1/3) of the Maximum Settlement Amount. Class Counsel will also
5 submit to the Superior Court a memorandum of costs for the Class Counsel Litigation Expenses
6 Payment in an amount not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) as
7 request reasonable costs of suit to be paid from the Maximum Settlement Amount. Defendant will
8 not oppose these requests. The Settlement Administrator will pay the amounts approved by the
9 Superior Court out of the Maximum Settlement Amount. Withholding and deductions will not be
10 taken from the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment and one
11 or more IRS Forms 1099 will be issued to Class Counsel with respect to those payments.

12 (c) **To the LWDA:** As part of their Motions for Preliminary and Final Approval,
13 the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in the amount
14 of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), which shall constitute the LWDA's
15 seventy-five percent (75%) share of Forty Thousand Dollars and Zero Cents (\$20,000.00) in civil
16 penalties paid under this Settlement. The remaining Five Thousand Dollars and Zero Cents
17 (\$5,000.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay
18 periods worked by each PAGA Group Member ("PAGA Payment").

19 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
20 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior
21 Court, which are estimated not to exceed \$20,000 (Twenty Thousand Dollars and Zero Cents).

22 66. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
23 to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in
24 California where the Action is venued, to serve as the Settlement Administrator, which, as a condition
25 of appointment, will agree to be bound by this Agreement with respect to the performance of its duties
26 and its compensation. The Settlement Administrator's duties will include (i) calculating Settlement
27 and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all Class
28 Members; (iii) using reasonable measures to contact all Class Members, including conducting a
National Change of Address search on all Class Members before mailing the Class Notice to each

1 Class Member's address; (iv) re-mailing the Class Notice to the Class Member's new address for
2 those Class Members whose address had changed; (v) setting up a toll-free telephone number to
3 receive calls from Class Members; (vi) receiving requests for exclusion and objections to the
4 Settlement; (vii) providing the Parties with weekly status reports about the delivery of Class Notices
5 and any requests for exclusion and objections; (viii) issuing the checks to effectuate the payments due
6 under the Settlement; (ix) using reasonable measures to deliver issued checks to Participating Class
7 Members, including use of a "skip-trace" for undeliverable checks; and (x) otherwise administering
8 the Settlement pursuant to this Agreement including paying and reporting the employer's share of the
9 payroll taxes to the appropriate taxing agency. The Settlement Administrator will have the final
10 authority to resolve all disputes concerning the calculation of a Participating Class Member's
11 Settlement Share and/or PAGA Group Member's PAGA Payment Share, subject to the terms set forth
12 in this Agreement. The Settlement Administrator's reasonable fees and expenses will be paid out of
13 the Maximum Settlement Amount, as set forth herein, subject to Court approval.

14 **V. RELEASE OF CLAIMS**

15 **67. Plaintiff's Released Claims.** Only after Defendant's final payment on or before
16 August 15, 2024, Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators,
17 representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever
18 discharges Defendant, including any and all parent corporation, affiliates, subsidiaries, managers,
19 divisions, predecessors, insurers, franchisors, successors and assigns, including but not limited to each
20 of their current and former employees, attorneys, officers, directors and agents thereof, both
21 individually and in their business capacities, and their employee benefit plans and programs and the
22 trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, "Plaintiff's
23 Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and
24 unknown, asserted and unasserted, which Plaintiff has or may have against the Plaintiff's Released
25 Parties as of the date of execution of this Settlement Agreement. Plaintiff is not waiving any rights
26 Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under the Defendant's
27 health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement
28 Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as
to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment

1 insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing
2 this Settlement Agreement; and (iv) enforce this Settlement Agreement.

3 68. To affect a full and complete general release as described above, and only after
4 Defendant's final payment on or before August 15, 2024, Plaintiff expressly waives and relinquishes
5 all rights and benefits of § 1542 of the Civil Code of the State of California, without exception, except
6 as may be prohibited by law, and does so understanding and acknowledging the significance and
7 consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to
8 implement a full and complete release and discharge of all parties, Plaintiff expressly acknowledges
9 this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff
10 does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement,
11 and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff
12 warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code
13 § 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of
14 Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and
15 that Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely
16 and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff
17 later may discover facts different from or in addition to those Plaintiff now knows or believes to be
18 true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff
19 agrees that the releases and agreements contained in this Settlement Agreement shall remain effective
20 in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff
21 expressly assumes any and all risk of any mistake in connection with the true facts involved in the
22 matters, disputes or controversies released or described in this Settlement Agreement or with regard
23 to any facts now unknown to Plaintiff relating thereto.

24 69. **Participating Class Members Released Claims.** Only after Defendant's final
25 payment on or before August 15, 2024, each Participating Class Member, and without the need to
26 manually sign a release document, shall release the Released Parties from all causes of action and
27 claims stated in the Operative Complaint and those based solely upon the facts alleged therein,
28 including all of the following claims for relief from March 3, 2021, through March 20, 2023: (1)

1 Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide
2 Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary
3 Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate
4 and Itemized Wage Statements; and (8) Violation of Business & Professional Code section 17200.
5 (“Class Released Claims”). The Class Released Claims for the Participating Class Members excludes
6 all claims for vested benefits, wrongful termination, unemployment insurance, disability, social
7 security, workers’ compensation, claims while not an Eligible Employee, claims outside of the Class
8 Period, and claims covered in the PAGA Group Released Claims. The Class Released Claims only
9 covers the time period of from March 3, 2021, and ending on March 20, 2023.

10
11 **70. The PAGA Group Released Claims:** Only after Defendant’s final payment on or
12 before August 15, 2024, Plaintiff, the and the LWDA shall release, from March 3, 2021, through
13 March 20, 2024, the Released Parties from all claims for civil penalties under the California Labor
14 Code Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s LWDA Exhaustion Letter
15 and only to the extent those claims are also alleged in the Action, including claims for relief for: (1)
16 Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide
17 Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary
18 Business Expenses; (6) Failure to Timely Pay Wages at Termination; and (7) Failure to Provide
19 Accurate and Itemized Wage Statements. The PAGA Released Claims only cover the time period of
20 March 3, 2021, and ending on March 20, 2023.

21 **71.** Released Parties include Defendant ORANGE TREEIDENCE OPCO, LLC, together
22 with its past and present, officers, directors, and employees.

23 **72.** The PAGA Released Claims, coupled with the approval Order and Judgment has full
24 *res judicata* effect, is final, and preclude and bar any future suits involving the PAGA Released
25 Claims from March 3, 2021, and ending on March 20, 2023. *Arias v. Sup. Ct. (Angelo Dairy)* (2009)
26 46 Cal.4th 969, 986 (“Because an aggrieved employee action under the Labor Code Private Attorneys
27 General Act of 2004 functions as a substrate for an action brought by the government itself, a
28 judgment in that action binds all those, including nonparty aggrieved employees who would be bound
by a judgment in an action brought by the government”).

73. The Participating Class Members Released Claims and PAGA Released Claims described above expressly exclude all claims made for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period and/or PAGA Period.

74. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims to costs and attorneys' fees and expenses against Defendant or the Releasees arising from or related to the Action, including but not limited to claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute or law ("Class Counsel Released Claims").

75. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

VI. DUTIES OF THE PARTIES

76. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to make any non-material modifications of the Settlement requested by the Court to obtain approval of the Parties' Settlement.

77. **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

78. **Duties Prior to Court Approval.** Class Counsel shall promptly submit this

1 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
2 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
3 apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of whether
4 the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class
5 Members, approving as to form and content the proposed Class Notice attached hereto as **Exhibit A**,
6 respectively, and directing the mailing of the Class Notice to Settlement Class Members.

7 79. **Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendant
8 denies any liability of any kind associated with the claims alleged in the Action, denies any liability
9 or intentional wrongdoing, ORANGE TREEIDENCE OPCO, LLC revised and updated its policies
10 and practices.

11 **VII. MISCELLANEOUS TERMS**

12 80. **No Admission of Liability.** Defendant denies that they have engaged in any unlawful
13 activity, have failed to comply with the law in any respect, or have any liability to anyone under the
14 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
15 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
16 of liability or wrongdoing by Defendant, an admission by Plaintiff that any of his claims were non-
17 meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that
18 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
19 admissible in connection with, any litigation between the Parties (other than solely in connection with
20 the Settlement).

21 81. As it relates to the Parties only, the Parties also agree that this release constitutes a
22 resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5,
23 which reads in part:

24 “Execution of release of claim or right on account of wages due. No
25 employer shall require the execution of any release of any claim or
26 right on account of wages due, or to become due, or made, or made
27 as an advance on wages to be earned, unless payment of those wages
28 has been made.”

82. As it relates to the Parties only, whether or not the Judgment becomes Final, neither

1 the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any
2 reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as,
3 received as, or deemed to be evidence for any purpose adverse to Defendant or any other beneficiary
4 of the releases granted under this Settlement (the “Released Parties”), including, but not limited to,
5 evidence of a presumption, concession, indication or admission by any of the Released Parties of any
6 liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered
7 in evidence against any of the Released Parties, or any other civil, criminal or administrative action
8 or proceeding except for purposes of effectuating this Settlement. Except, any and all provisions of
9 this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
10 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

11 **83. Confidentiality.** The Parties and their Counsel will keep the settlement confidential
12 through preliminary approval. Thereafter, the Parties will agree to make no comments to the media
13 or otherwise publicize the terms of the settlement. However, Plaintiff’s counsel shall be allowed to
14 discuss the Settlement Administration with Class Members and disclose the Settlement to any Court
15 for any matter for the of determining Plaintiff’s counsel’s adequacy as counsel.

16 **84. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
17 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
18 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
19 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
20 other than the representations, warranties, covenants, and inducements expressly stated in this
21 Settlement and its exhibits.

22 **85. Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
23 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
24 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
25 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
26 and their counsel will cooperate with each other and use their best efforts to affect the implementation
27 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
28 any document needed to implement the Settlement, or on any supplemental provisions that may
become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of

mediator Steve Rottman, Esq., and if no resolution is reached the Superior Court, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Settlement.

86. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, their successors-in-interest, and/or the Parties' respective counsel, as authorized.

87. **Settlement Binding on Successors.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

88. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

89. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

90. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

91. **Enforcement Actions.** 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.

92. **Headings.** The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

93. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To Class Counsel:

MOON & YANG, APC
Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Edwin Kamarzarian (SBN 327830)
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017

To Defense Counsel:

Grace Y. Horoupian (SBN 180337)
ghoroupian@fisherphillips.com
Sean T. Kingston (SBN 276099)
skingston@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

94. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

DATED: 5/19/2023 _____

ARACELI VIRUETE

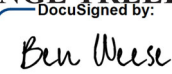
DocuSigned by:

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DATED: 6/6/2023 _____

ORANGE TREEIDENCE OPCO, LLC

By: _____

DocuSigned by:

41F6AC97013E4AE...

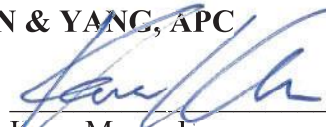
Its: _____

Administrator

1 DATED: 5/19/2023

MOON & YANG, APC

2 By:

3 
Lane Moon, Esq.

4 Allen Feghali, Esq.

5 Edwin Kamarzarian, Esq.

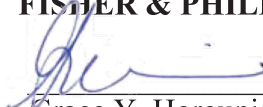
Attorneys for Plaintiff

ARACELI VIRUETE

6
7 DATED: 6/9/23

FISHER & PHILLIPS LLP

8 By:

9 
Grace Y. Horoupian

10 Sean T. Kingston

11 Attorneys for Defendant

ORANGE TREEIDENCE OPCO, LLC

EXHIBIT A

Araceli Viruete v. Orange Treeidence Opco, LLC
Riverside County Superior Court Case No. CVRI2201128

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT AFFECTING YOUR RIGHTS

If you are or were an Eligible Employee of Orange Treeidence Opco, LLC dba River Walk Post Acute (or “RIVER WALK”) at any time between March 3, 2021 to March 20, 2023, you may be able entitled to receive money from a Settlement.

“Eligible Employee” is an hourly employee of RIVER WALK whose work subjected RIVER WALK to the minimum wage laws, overtime laws, meal and rest period laws, and other related laws in the California Labor Code and Industrial Welfare Commission Wage Orders.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don’t act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. However, if you are a PAGA Group Member, as defined below, you cannot opt out of the PAGA Payment.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Araceli Viruete v.*

Page 1 of 9

Notice of Proposed Class Action Settlement

Questions? Please call the Settlement Administrator at 1-800-523-5773

Orange Treeidence Opco, LLC, Riverside County Superior Court Case No. CVRI2201128 (the “Action” or “Lawsuit”) that affects your rights. The Defendant in the Action is Orange Treeidence Opco, LLC (referred in this Notice as “Defendant.”)

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as an Eligible Employee at any time between March 3, 2021, to March 20, 2023.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as an Eligible Employee at any time between July 3, 2021, to March 20, 2023.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On March 22, 2022, Plaintiff Araceli Viruete filed a complaint against Defendant on behalf of other employees alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of all Eligible Employees from March 22, 2018. Plaintiff amended the complaint (referred to in this notice as the “Operative Complaint”) on August 23, 2022. By Plaintiff’s Operative Complaint, Plaintiff alleges that the Defendant committed the following violations: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; and (8) Violation of Business & Professional Code section 17200; and (9) Owes civil penalties under California’s Private Attorneys General Act of 2004, California Labor Code Sections 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Operative Complaint and maintains its fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

4. What are the terms of the Settlement?

Defendant will pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) in three payments to settle the Action (the “Maximum Settlement Amount”). The first payment of \$100,000.00 is due by February 15, 2024, the second payment is due by May 15, 2024, and the third payment or the “Final Payment” is due by August 15, 2024. The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to Plaintiff (“the Class Representative”); (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendant will pay their portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred Thousand Dollars (\$100,000.00)) in attorneys’ fees and up to Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) in out-of-pocket litigation costs, up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for the Service Award for the Class and PAGA Representative in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class and PAGA Representative. Additionally, the Settlement provides for a payment of Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the “LWDA Payment”) to resolve claims under PAGA, of which Five Thousand Dollars and Zero Cents (\$5,000.00) will be distributed to the PAGA Group Members and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”). This allocation of the LWDA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on the number of workweeks the person worked for Orange Treedence Opco, LLC as an Eligible Employee during the Class Period, defined as the period of time from March 3, 2021, to March 20, 2023. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 15% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes, and (b) 85% to penalties, both of which will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Member will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a proportionate share of the PAGA Payment based on the number of pay periods the person was an Eligible Employee during the PAGA Period, defined as the period of time from March 3, 2021, to March 20, 2023. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the "Pay Period Value." Each PAGA Group Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment.

Please note that each PAGA Group Member will be responsible for his/her taxes attributable to the receipt of an Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an Eligible Employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an Eligible Employee during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay

periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2023.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient. In any event, payments will likely be issued after August 15, 2024, the date by which the Final Payment is due and the release below in Section 8 takes effect.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the California State Bar's Justice Gap Fund only if the collective amount of those checks do not justify the expense of a second distribution to aggrieved employees who did cash their checks. The Court will determine whether uncashed funds will be redistributed. However, a PAGA Group Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures described above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and those funds shall be sent to the LWDA by the Administrator if the collective amount of those checks do not justify the expense of a second distribution to employees who did cash their checks.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Only after Defendant's Final Payment, all Participating Class Members shall release the Released Parties from the Class Released Claims for the Class Period, which is defined as the period of time between March 3, 2021, to March 20, 2023.

The Class Released Claims are defined as all causes of action and claims that were stated in the complaint and those based solely upon the facts alleged in the complaint, including all of the following claims for relief from March 3, 2021, to March 20, 2023: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime

Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; (7) Failure to Provide Accurate and Itemized Wage Statements; and (8) Violation of Business & Professional Code section 17200 (the “Class Released Claims”). The Class Released Claims only cover the time period of March 3, 2021 to March 20, 2023.

Other than for Plaintiff, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers’ compensation, claims while not an Eligible Employee, claims outside of the Class Period that are not encompassed within the definition of “Class Released Claims”, and claims covered in the PAGA Group Released Claims.

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Only after Defendant’s Final Payment on or before August 15, 2024, Plaintiff and the LWDA shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between March 3, 2021, to March 20, 2023.

The PAGA Released Claims are defined as all claims for civil penalties under the California Labor Code Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s LWDA Exhaustion Letter and only to the extent those claims are also alleged in the Action, including claims for relief for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Wages at Termination; and (7) Failure to Provide Accurate and Itemized Wage Statements. The PAGA Released Claims only cover the time period of March 3, 2021, and ending on March 20, 2023 (“PAGA Released Claims”).

PAGA Group Members cannot opt out of or object to the foregoing PAGA Released Claims.

Released Parties for both the Class and PAGA Released Claims include Defendant Orange Treeidence Opco, LLC and its past and present officers, directors, and employees.

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by completing the enclosed Request for Exclusion Form and either mailing it, faxing it, or e-mailing it to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion Form must include your signature and must be timely. You may use the Request for Exclusion Form, which is attached hereto as Exhibit A, to exclude yourself. If you elect to exclude yourself, but do not use the included form, your request for exclusion must: (1) include your full name, address, and last four digits of the Social Security number; (2) your approximate dates of employment with Defendant; and (3) a clear statement that you wish to be excluded from the Settlement in *Araceli Viruete v. Orange Treeidence Opco, LLC*, Case No. CVRI2201128. To be timely, a Request for Exclusion must

be mailed by first-class U.S. Mail (or the equivalent), faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

If applicable, you may not exclude yourself from the PAGA Group and you will receive your PAGA Payment even if you request exclusion.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement using the included Objection Form, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2023 at [REDACTED] a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendants; (iii) the case name and number (*Araceli Viruete v. Orange Treeidence Opco, LLC*, Riverside County Superior Court Case No. CVRI2201128); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; (v) your signature. You may use the Objection Form, which is attached hereto as Exhibit B, to object. To be timely, a written objection must be mailed by first-class U.S. Mail, faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members:

MOON & YANG PC
Kane Moon
Allen Feghali
Edwin Kamarzarian
1055 W. 7th Street, Suite 1880
Los Angeles, California 90017
Telephone: 213.232.3128

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred Thousand Dollars and Zero Cents (\$100,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Twenty Five Thousand

Dollars and Zero Cents (\$25,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on _____, 2023, at _____ a.m., in Department 10 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold Hopp. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice, except that notice will be provided to any objector.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Orange Treeidence Opco, LLC or its treatment of you as a former employee.

14. What is the Settlement Administrator's Contact Information?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed, faxed, or emailed to the Settlement Administrator at the following address:

Amaya v. Orange Treeidence Opco, LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Tel: (800) 523-5773
Fax: (949) 209-2503
Email: info@phoenixclassaction.com

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation of Class Settlement and Release of Claims" which is available for viewing online, free of charge, at the Settlement Administrator's website: [\[WEBSITE URL\]](#). The pleadings and other court records in the lawsuit are available online, free of charge, at [\[Settlement Administrator WEBSITE URL\]](#). The records may also can be examined, free of charge, in person at any time during regular business hours at the at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at

<https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>; or you may contact the Settlement Administrator at Tel: (XXX) XXX-XXX. To view the “Joint Stipulation of Class Settlement and Release of Claims” from the Court’s website, it must be purchased and is available for purchase as part of the declaration of Kane Moon, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.

EXHIBIT B

Aracelli Viruete v. Orange Treeidence Opco, LLC
Riverside County Superior Court Case No. CVRI2201128



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email address provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *VIRUETE v ORANGE TREEIDENCE OPCO, LLC* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASE AND OTHER SETTLEMENT TERMS APPLICABLE TO PAGA.

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Viruete v. Orange Treeidence Opco, LLC

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Tel:(800) 523-5773 | Fax: (949) 209-2503 | Email: info@phoenixclassaction.com

EXHIBIT C

Aracelli Viruete v. Orange Treeidence Opco, LLC
Riverside County Superior Court Case No. CVRI2201128



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice. However, an oral objection may be made at the final approval hearing instead of submitting a written objection.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address, fax number, or email provided below and be postmarked or have a transmission date on or before [REDACTED], 2023.

I object to the settlement in *Viruete v. Orange Treeidence Opco, LLC* because

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Viruete v. Orange Treeidence Opco, LLC

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Tel: (800) 523-5773 | Fax: (949) 209-2503 | Email: info@phoenixclassaction.com

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Objection Form

Questions? Please call the Settlement Administrator at 1-800-523-5773