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Attorneys for Plaintiff and the Class

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

THALIA MARAVILLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT
LLC, an Iowa limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-270452

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: TBD
Time: 3:00 p.m.
Dept.: 17

Complaint Filed: March 23, 2022
Trial Date: None

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff
4 Thalia Maravilla (“Class Representative” or “Plaintiff”). I have personal knowledge of the facts
5 set forth below and if called to testify I could and would do so competently.

6 **RELEVANT PROCEDURAL HISTORY**

7 2. From the inception of the case, Class Counsel has zealously represented the
8 interests of the Class. I have no conflicts with the Class and will adequately represent the Class.

9 3. Defendant LCS Community Employment LLC (“Defendant”) operates and
10 manages senior living facilities, including locations in California.

11 4. On March 4, 2022, Plaintiff submitted written notice to the California Labor and
12 Workforce Development Agency (“LWDA”), alleging that Defendant violated Labor Code
13 sections 201, 202, 203, 204, 226.2, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code
14 section 2699 (“PAGA Notice”). Attached hereto as **Exhibit 2** is a true and correct copy of the
15 PAGA Notice submitted by Plaintiff.

16 5. As set forth in the PAGA Notice, Plaintiff alleges wage and hour violations
17 predicated on Defendant’s alleged failure to: (a) pay employees minimum and/or overtime
18 wages for time spent undergoing check in procedures, including COVID temperature checks
19 and questionnaires, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and 1197.1;
20 (b) provide accurate wage statements to employees, in violation of Labor Code section 226(a);
21 and (c) pay all earned wages upon termination to separating employees, in violation of Labor
22 Code sections 201, 202, 203, and 204.

23 6. On March 23, 2022, Plaintiff filed a class action complaint against Defendant in
24 the matter of *Thalia Maravilla et. al. v. LCS Community Employment LLC*, Superior Court of
25 California for the County of Sonoma, Case No. SCV-270452 (the “Action”). In the initial
26 complaint, Plaintiff asserted class claims predicated on the Labor Code violations articulated in
27 the PAGA Notice.

28 7. On June 3, 2022, Plaintiff filed the operative First Amended Class and

Representative Action Complaint (“FAC” or “First Amended Complaint”), in order to add a claim for civil PAGA penalties predicated on the Labor Code violations set forth in the PAGA Notice.

8. In the First Amended Complaint, Plaintiff asserts causes of action for: (1) violation of Labor Code sections 1194, 1197 and 1197.1; (2) violation of Labor Code sections 510 and 558; (3) violation of Labor Code section 226(a); (4) violation of Business and Professions Code section 17200 *et. seq.*; and (5) violation of Labor Code section 2698.

DISCOVERY & INVESTIGATION

9. The Parties engaged in an extensive exchange of documents and information, through both formal and informal discovery.

10. On August 26, 2022, Plaintiff propounded requests for production of documents and special interrogatories seeking documents and information related to class certification, including the number of putative class members, Defendant’s COVID-19 screening policies, and Defendant’ policies and procedures utilized to calculate compensable time worked by putative class members. Defendant served verified responses to the initial discovery and subsequently provided supplemental responses

11. Class Counsel extensively met and conferred with defense counsel regarding Defendant’s discovery responses. In connection with these discussions, counsel discussed the factual allegations and the merits of their respective claims and defenses. Defense counsel argued that the retirement communities it operates have separate management teams, with sometimes distinct wage and hour policies. Along these lines, counsel maintained that each community exercised its own discretion regarding how to implement COVID-19 screening procedures. Consequently, the location of screenings, type of screenings, and length of the screenings differed between facilities. Counsel argued that these factors weigh heavily against class certification.

12. Furthermore, as part of these discussions, the Parties agreed to limit the scope of the class and representative PAGA claims to communities operated by Defendant during the relevant liability period: (1) Arbol Residences of Santa Rosa (“Arbol”); (2) Oakmont Gardens

1 (“Oakmont”); (3) The Forum at Rancho San Antonio (“Forum”); and (4) Moldaw Residences
2 (“Moldaw”). At Arbol, the Forum, and Moldaw, employees were required to undergo the
3 COVID-19 screening before clocking-in for their shift. However, Defendant contends that at
4 Oakmont, employees were required to clock-in before undergoing the COVID-19 screening and
5 were paid for their time.

6 13. On or about February 6, 2024, the Parties agreed to redirect their efforts towards
7 a pre-class certification resolution of the Action and agreed to participate in private mediation.
8 Defendant provided relevant payroll data regarding the scope of the class and range of potential
9 damages and penalties at issue, such as: (1) number of putative class members; (2) the number
10 of workweeks worked by putative class members; (3) the number of separated putative class
11 members; (4) the number of wage statements issues to putative class members; and (5) the
12 average hourly rates of putative class members.

13 14. Using the data provided by Defendant, Class Counsel performed a
14 comprehensive damages analysis. Counsel also investigated the applicable law as applied to the
15 facts discovered regarding the alleged claims of the putative class and potential defenses
16 thereto. Thus, Class Counsel entered mediation with a clear understanding of Defendant’s
17 maximum exposure.

18 MEDIATION

19 15. On March 26, 2024, the Parties participated in a full-day mediation with Michael
20 Loeb, an experienced wage and hour class action mediator. As a result of the mediation, and
21 after the exchange of further information and extended negotiations following mediation,
22 Plaintiff and Defendant reached the present class-wide settlement, memorialized by a written
23 Memorandum of Understanding (“MOU”).

24 16. The Parties subsequently negotiated and executed the Joint Stipulation of Class
25 and Representative Action Settlement (“Settlement Agreement” or “Agreement”), a true and
26 correct copy of which is attached herewith as **Exhibit 1**.

27 17. The mediation, settlement discussions and negotiations were conducted at arm’s-
28 length.

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19. The Settlement also seeks to resolve the claims of alleged aggrieved employees. The alleged aggrieved employees consist of (1) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 4, 2021 through April 16, 2023 (“Arbol Aggrieved Employees”); (2) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 4, 2021 through March 3, 2023 (“Forum Aggrieved Employees”); and (3) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023 (“Moldaw Aggrieved Employees”) (collectively, “PAGA Employees”). *See* SA § A-23.

2023). *See id.* at § C-2. Should the number of Workweeks exceed 38,481 by more than ten percent (an additional 3,848 Workweeks), the amount of the Gross Settlement Amount shall be increased by \$23.50 for each workweek in excess of 42,329 Workweeks *See id.*

21. Subject to Court approval, the Settlement allocates Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount to PAGA penalties (“PAGA Allocation”). *See SA* §§ A-22, C-7. Pursuant to PAGA, seventy-five percent of the PAGA Allocation, *i.e.*, the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), shall be paid to the LWDA. *See id.* at § C-7. The remaining twenty-five percent of the PAGA Amount, *i.e.*, the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) (“Net PAGA Payment”), shall be distributed to PAGA Employees. *See id.* As detailed in the Settlement, PAGA Employees will be entitled to receive a portion of the Net PAGA Payment on a *pro rata* basis, based upon the total number of pay periods the employee worked at least one shift at: (i) the Arbol Residences in Santa Rosa, California, during the period of March 4, 2021 through April 16, 2023; (ii) the Forum in Cupertino, California, during the period of March 4, 2021 through March 3, 2023; and/or (iii) the Moldaw Residences in Palo Alto, California, during the period of October 1, 2021 through January 4, 2023. *See id.* at §§ C-8, E-10. The Individual PAGA Allocations shall be allocated as 100% penalties. *See id.* at § C-10.

22. The balance of the Gross Settlement Amount remaining after deduction of the approved attorneys’ fees (up to \$301,434.66) and litigation costs (up to \$20,000.00), the PAGA Allocation (\$50,000.00), the Enhancement Payment to the Class Representative (up to \$10,000.00), and Settlement Administration costs (up to \$11,500.00), is the Net Settlement Amount. *See SA* § A-19. I estimate that the Net Settlement Amount will be at least \$511,369.34.

23. The Net Settlement Amount will be available for distribution to Settlement Class Members (*e.g.* Class Members who do not opt-out of the settlement). *See SA* §§ A-35, C-9. Settlement Class Members will be entitled to receive a portion of the Net Settlement Amount on a *pro rata* basis, based upon the total number of pay periods the employee worked at least one shift at: (i) the Arbol Residences in Santa Rosa, California, during the period of March 2, 2020

1 through April 16, 2023; (ii) the Forum in Cupertino, California, during the period of March 5,
2 2020 through March 3, 2023; and/or (iii) the Moldaw Residences in Palo Alto, California,
3 during the period of October 1, 2021 through January 4, 2023. *See id.* at § C-9. This is fair, as it
4 directly allocates greater recovery to individual Settlement Class Members who have allegedly
5 suffered greater harm. One Hundred percent (100%) of the Net Settlement Amount shall be
6 allocated to all Settlement Members. *See id.* All Individual Class Payments shall be allocated as
7 ten percent (10%) to wages and ninety percent (90%) to penalties. *See id.* at § C-10.

8 24. As part of the Agreement, Defendant does not object to the payment of an
9 Enhancement Payment in the amount of Ten Thousand Dollars (\$10,000.00) to the Class
10 Representative. *See SA* at § C-5. This amount is intended to compensate the Class
11 Representative for her efforts and work in prosecuting this case, including meeting and
12 communicating with Class Counsel and reviewing the pleadings and documents in this case,
13 including the PAGA Notice, Complaint and the Agreement. Moreover, in consideration for the
14 Enhancement Payment, the Class Representative also executed a general release of all claims
15 including a waiver under California Civil Code § 1542, which other members of the Class did
16 not have to do. *See id.* at § D-1. Any portion of the Enhancement Payment not approved by the
17 Court shall be added to the Net Settlement Amount for distribution to the Settlement Class. *See*
18 *id.* at § C-5.

19 25. Also, as part of the Agreement, Defendant does not object to Class Counsel's
20 request for attorneys' fees of not more than one-third (33.33%) of the Gross Settlement
21 Amount, *i.e.* the sum of Three Hundred One Thousand Four Hundred Thirty-Four Dollars and
22 Sixty-Six Cents (\$301,434.66), as well as declared litigation costs not to exceed Twenty
23 Thousand Dollars (\$20,000.00) in connection with the prosecution of the Action. *See SA* at § C-
24 4. Any amount of attorney's fees or costs requested and not approved by the Court shall be
25 added to the Net Settlement Amount for distribution to the Settlement Class. *See id.*

26 26. The Agreement provides for the payment of the fees and expenses reasonably
27 incurred by the Settlement Administrator. *See SA* § A-34. The Parties have selected CPT Group
28 as the Settlement Administrator. *See SA* § A-34. The Settlement Administrator's anticipated

costs are Eleven Thousand Five Hundred Dollars (\$11,500.00). *See id.* at § A-33. I believe that the estimated administration costs are reasonable and should be approved. The administration costs will be deducted from the Gross Settlement Amount. Any portion of the administration costs not used or approved by the Court shall be added to the Net Settlement Amount for distribution to the Settlement Class. *See id.* at § C-6.

ANALYSIS OF THE CLASS CLAIMS

27. **Unpaid COVID-19 Screenings.** During the approximate period of March 2020 to March 2022, Defendant implemented a company-wide policy requiring all non-exempt employees to submit to a daily screening for COVID-19 symptoms. Pursuant to this policy, prior to clocking in each day, employees were required to undergo a temperature check and enter their temperature into a written log. Plaintiff estimates that on average, employees spent between two to three minutes waiting in line and submitting to the screening.

28. Defendant denies liability and raises several merit-based defenses based on: (i) the alleged broad immunity under the federal Public Readiness and Emergency Preparedness (“PREP”) Act; and (ii) legal arguments that undergoing COVID-19 screenings is not compensable time as a matter of law under Wage Order No. 5-2001 and the Fair Labor Standards Act (“FLSA”). Plaintiff disputes that Defendant can establish the highly technical elements required to establish PREP Act immunity. Plaintiff, moreover, contends that the COVID-19 screenings are compensable under the FLSA. Defendant argued that, even if the case proceeds beyond the summary judgment, Plaintiff will face significant challenges certifying the putative class because individualized issues predominate, and there are not common questions of fact across all putative class members.

29. **Wage Statement Claim.** Plaintiff brings a derivative wage statement claim based on Defendant’s failure to pay wages for the daily COVID-19 screenings. Defendant maintains that this claim is vulnerable to a motion for summary judgment based on the weaknesses of the underlying primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding that the employees did not suffer a violation under 226(a) where their wage statement cause of action was derived from an underlying wage and hour violation

1 for overtime).

2 30. **Waiting Time Penalties.** Plaintiff seeks waiting time penalties based on
3 Defendant's alleged non-payment of wages. In order to establish liability for waiting time
4 penalties under Labor Code § 203, it is the plaintiff's burden to prove not only that there was a
5 failure to pay final wages in a timely manner, but also that the failure to pay wages in a timely
6 manner was "willful." Defendant maintains that Plaintiff cannot establish the predicate fact that
7 any earned wages were not paid at the time of termination. Defendant further contends, that to
8 the extent that Plaintiff overcome this hurdle, Plaintiff would still need to prove that Defendant
9 willfully delayed each final payment.

10 **POTENTIAL RECOVERABLE DAMAGES AND PENALTIES**

11 31. Based on the class data provided by Defendant, I estimate that Defendant would
12 face potential liability of up to approximately \$6,212,844.65 in unpaid wages and statutory
13 penalties, if Plaintiff succeeded at trial on all class claims.

14 32. **Unpaid COVID-19 Screenings.** There are approximately 854 individuals that
15 comprise the Class. The data produced by Defendant indicates Class Members submitted to
16 unpaid COVID-19 screenings during 38,481 workweeks. Assuming that each Class Member
17 spent fifteen minutes per workweek submitting to the off-the-clock screenings, and applying the
18 average hourly rate of \$25.00, Defendant owes approximately \$240,506.25 in unpaid wages.

19 33. **Wage Statement Claim.** Based on the payroll data produced by Defendant, I
20 estimate that Defendant owes \$3,416,000 in Labor Code section 226(e) penalties. This assumes
21 that that each Class Member is entitled to receive the maximum statutory penalty of \$4,000.

22 34. **Waiting Time Penalties.** There are 436 Class Members who terminated
23 employment during the liability period. Applying the hourly rates provided by Defendant, Class
24 Counsel estimates that Defendant owes \$2,556,338.40 in waiting time penalties.

25 **POTENTIAL RECOVERABLE CIVIL PAGA PENALTIES**

26 35. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are
27 difficult to evaluate. Based on the data produced by Defendant, Class Counsel estimates that
28 PAGA Employees submitted to uncompensated COVID-19 screenings during approximately

28,860 pay periods. Assuming that Plaintiff were to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields \$2,886,000 in potential liability.

36. In negotiating the amount of the settlement, I took into account the inherent uncertainty in the potential recovery in a PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties where "...if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." See Cal. Labor Code § 2699(e)(2). Assuming that Plaintiff prevailed on liability, under the facts of this case, I appreciate the substantial risk that Defendant could present a persuasive argument to reduce the amount of PAGA penalties at trial.

37. In this case, Defendant asserted that a substantial reduction in potential PAGA penalties was warranted because: (1) the COVID-19 screenings were mandated by State and local law and were intended to advance benefit public health benefits, as opposed to benefiting Defendant's operations; (2) PAGA Employees did not suffer substantial economic harm as a result of off-the-clock COVID-19 screenings; (3) Defendant had a good faith belief that COVID-19 screenings did not constitute "hours worked" under Wage Order No. 5-2001; and (4) Defendant revised its practices and policies to stop off-the-clock COVID-19 screenings. Thus, Defendant contends that no PAGA penalties are needed to punish or deter Defendant for its inadvertent behavior, much less to deter it from committing any future violations that were completely foreclosed by its new payroll practices.

38. I am also aware that Courts routinely award far less than the statutory maximum amount of civil penalties, even where an underlying violation of the Labor Code is found. As shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539. Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum PAGA penalties at issue is \$288,600.

1 39. Here, based on the amounts explained above, the total exposure for the class and
2 PAGA claims amount to \$9,098,844.65 (\$2,886,000 + \$6,212,844.65). The Gross Settlement
3 Amount is \$904,304, and thus amounts to approximately 9.9% of Defendant's maximum
4 exposure. However, this figure assumes that the Court would not discount PAGA civil
5 penalties.

6 40. In the alternative, if the Court applies *Carrington* as a benchmark, the realistic
7 exposure on the class and PAGA claims totals \$6,501,444.65 (\$288,6000 + \$6,212,844.65),
8 which amounts to approximately 13.80% of the total estimated liability.

9 **ESTIMATED INDIVIDUAL CLASS SETTLEMENT PAYMENTS**

10 41. I estimate that the Net Settlement Amount will be at least \$511,369.34. On raw
11 average, each Class Member may potentially recover approximately \$598.20 or \$13.28 per
12 workweek. The amount actually paid to each Class Member may increase or decrease
13 depending on the actual number of workweeks in which he or she submitted to unpaid COVID-
14 19 screenings and the number of opt-outs received. To the extent that there are valid opt-outs,
15 the Settlement Administrator will proportionately increase the individual settlement payments to
16 each Settlement Class Member so that the amount distributed to Settlement Class Members
17 equals 100% of the Net Settlement Amount.

18 42. This is a non-reversionary settlement as the entirety of the Gross Settlement
19 Amount will be fully paid out. *See* SA § C-1. Settlement Class Members and PAGA Employees
20 will have 180 days from the mailing of the settlement payment to cash the check. *See id.* at § C-
21 15. After the expiration of 180 days, the funds represented by uncashed settlement checks will
22 be paid out pursuant to California Code of Civil Procedure section 384 to Legal Aid at Work,
23 the designated *cy pres* recipient. *See id.* I do not have a personal or financial interest in Legal
24 Aid at Work.

25 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

26 43. I believe that Plaintiff and the Class could prevail at trial. However, I also
27 believe in the fairness of the settlement, given the inherent risks of litigation, including the
28 substantial risks relative to class certification, the costs of pursuing such litigation, and the risks

1 associated with the Court's discretion to reduce PAGA penalties. Moreover, as Defendant
2 adamantly denies that it should be liable for the full extent of the alleged damages and penalties,
3 there is a possibility that Plaintiff and the Class would be awarded less or recover nothing at
4 trial. Thus, after taking into account sharply disputed legal issues involved in this litigation, the
5 risks associated with further prosecution, delays caused by potential appeals, and the substantial
6 benefits to be received pursuant to the Agreement, I believe that the proposed settlement is fair,
7 reasonable, and adequate and is in the best interests of the Class.

8 **ATTORNEY EXPERIENCE**

9 44. Diversity Law Group has a great deal of experience in wage and hour class
10 action litigation and has been approved as class counsel in a number of class actions.

11 45. My qualifications are as follows: I was the 2003 recipient of the Spelman
12 Presidential Scholarship to Emory University School of Law. During law school, I was a
13 summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the
14 Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from
15 Emory University in 2006 and was admitted to the California Bar in December 2006. Following
16 law school, I was an associate at Sonnenschein from September 2006 to May 2009.

17 46. Since 2009, my primary area of practice has been employment litigation. I have
18 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
19 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
20 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
21 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
22 companies in employment litigation in both state and federal courts, as well as before
23 government agencies, including the California Department of Labor. My practice included the
24 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
25 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
26 also handled a number of wage and hour class actions.

27 47. While at Ogletree and Seyfarth, I served as the lead associate on a number of
28 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County

1 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
2 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance*
3 *Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles
4 County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los
5 Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business*
6 *Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa*
7 *Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No
8 CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale*
9 *Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro*
10 *Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

11 48. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
12 handling employment cases. I primarily represent employees.

13 49. I have been approved as class counsel in numerous other wage/hour class actions
14 that have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
15 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
16 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
17 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
18 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
19 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara
20 County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles
21 County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*
22 *Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*
23 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*
24 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-
25 02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court
26 Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin
27 Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S.
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1 District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v.*
2 *Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA;
3 *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court
4 Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court
5 Case No. 19CV341582.

6 50. I also second chaired two jury trials where I represented the prevailing
7 defendant. Both cases involved employees who brought claims against their former employers
8 pursuant to the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace*
9 *LLC et al*, Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v.*
10 *Pratt & Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No.
11 BC468909. More recently, I was lead trial counsel on a PAGA bench trial, in which the plaintiff
12 was the prevailing party.

13 **NOTICE TO LWDA**

14 51. Concurrent with the filing of the Motion to Approve PAGA Settlement, my
15 office uploaded the Motion, Agreement, and proposed order to the LWDA's website. Attached
16 hereto as **Exhibit 3** is proof of submission.

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

19 Executed on October 1, 2024, at Los Angeles, California.

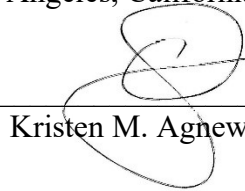
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23 Kristen M. Agnew
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EXHIBIT 1

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Kristen M. Agnew (State Bar No. 247656)
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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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THALIA MARAVILLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT
LLC, an Iowa limited liability company;
and DOES 1 through 50, inclusive,

Defendant.

Case No.: SCV-270452

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

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

2 This Joint Stipulation of Class and Representative Action Settlement is made and entered
3 into by and between Plaintiff Thalia Maravilla (“Plaintiff”) and Defendant LCS Community
4 Employment LLC (“Defendant”). Plaintiff and Defendant collectively are referred to in the
5 Agreement as “the Parties.”

6 **A. DEFINITIONS**

7 The following definitions are applicable to this Agreement. Definitions contained
8 elsewhere in this Agreement shall also be effective:

9 1. “Action” means *Thalia Maravilla vs. LCS Community Employment LLC*, Superior
10 Court State of California, County of Sonoma Case No. SCV-270452.

11 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class and
12 Representative Action Settlement.

13 3. “Class” or “Class Member(s)” means: (i) all current and former non-exempt
14 employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa,
15 California, at any time from March 2, 2020 through April 16, 2023 (“Arbol Sub-Class”); (ii) all
16 current and former non-exempt employees of Defendant who worked at least one Shift at the
17 Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023 (“Forum
18 Sub-Class”); and (iii) all current and former non-exempt employees of Defendant who worked at
19 least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1,
20 2021 through January 4, 2023 (“Moldaw Sub-Class”). Defendant represents that there are
21 approximately 854 individuals that comprise the Class.

22 4. “Class Counsel” means Larry W. Lee, Kristen M. Agnew, Max Gavron and
23 Kwanporn “Mai” Tulyathan of Diversity Law Group, P.C., and Kelsey Webber and Shaelyn A.
24 Stewart of Webber & Egbert Employment Law, P.C.

25 5. “Class Counsel Award” means such award of fees and costs and expenses as the
26 Court may authorize to be paid to Class Counsel for the services they have rendered and will render
27 to Plaintiff and the Class in the Action. Defendant agrees not to oppose a Class Counsel Award of
28 up to one-third (1/3) of the Gross Settlement Amount (\$904,304.00), *i.e.*, the sum of Three

1 Hundred One Thousand Four Hundred Thirty-Four Dollars and Sixty-Six Cents (\$301,434.66),
2 and costs in the amount of up to Twenty Thousand Dollars (\$20,000.00), subject to the Court
3 finally approving this Settlement.

4 6. "Class Data and List" means a true and complete list of all Class Members that
5 Defendant will compile, based on its business records, and provide to the Settlement Administrator
6 within fifteen (15) days after the Court grants preliminary approval of the Settlement. The Class
7 List shall be formatted in Microsoft Office Excel and shall include each employee's full name, his
8 or her last known home address, telephone number, Social Security Number, beginning and ending
9 dates of employment, number of Workweeks worked by each employee in the Facilities, and
10 number of Pay Periods worked by each employee in the Facilities.

11 7. "Class Representative" or "Plaintiff" means Thalia Maravilla.

12 8. "Complaint" means the operative First Amended Class and Representative Action
13 Complaint ("FAC") filed by Plaintiff in this Action.

14 9. "Counsel for Defendant" or "Defense Counsel" means Peter Stockburger, Jessica
15 Peterson and Carl Lehman of Dentons USA LLP.

16 10. "Court" means the Superior Court for the State of California, County of Sonoma,
17 or any other court taking jurisdiction of the Action.

18 11. "Defendant" means LCS Community Employment LLC.

19 12. "Effective Date" shall be the date the Court enters an order granting final approval
20 of the Settlement. If objections are filed to the Settlement and/or any appeal is made, then the
21 "Effective Date" shall be 30 days after the appeal is withdrawn or after all appellate review is
22 exhausted and the final approval decision becomes final.

23 13. "Enhancement Payment" means the amount that the Court authorizes to be paid to
24 Plaintiff, in addition to her Individual Class Payment and Individual PAGA Penalty Payment, in
25 recognition of her efforts and risks in assisting with the prosecution of the Action. Subject to the
26 Court granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand
27 Dollars (\$10,000.00) from the Gross Settlement Amount.

28 14. "Facilities" means Arbol Residences in Santa Rosa, California, the Forum in

Cupertino, California, and the Moldaw Residences in Palo Alto, California.

15. “Final Approval” means that the Final Approval Order and Judgment have been entered by the Court.

16. “Gross Settlement Amount” means the Gross Settlement Amount of Nine Hundred Four Thousand Three Hundred Four Dollars (\$904,304.00) to be paid by Defendant as a result of this Agreement. The Gross Settlement Amount includes all Individual Class Payments, the Enhancement Payment, Settlement Administration Costs, the PAGA Allocation, and Class Counsel Award.

17. “Individual PAGA Penalty Payment” means each PAGA Employee’s portion of the PAGA Allocation calculated in accordance with the calculations described in Section C of this Settlement.

18. “Individual Class Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

19. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Enhancement Payment, Settlement Administration Costs, the PAGA Allocation, and Class Counsel Award. The entire Net Settlement Amount is the maximum amount that will be available for distribution to Settlement Class Members.

20. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet and must be postmarked by the Response Deadline.

21. “Notice Packet” means the Notice of Proposed Class Action Settlement, substantially in the form attached as Exhibit A.

22. “PAGA Allocation” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Lab. Code § 2698, *et seq.*, “PAGA”). Subject to Court approval

and pursuant to California Labor Code § 2699(l), the Parties agree that the PAGA Allocation shall be Fifty Thousand Dollars (\$50,000.00).

23. “PAGA Employee(s)” means: (i) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 4, 2021 through April 16, 2023 (“Arbol Aggrieved Employees”); (ii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 4, 2021 through March 3, 2023 (“Forum Aggrieved Employees”); and (iii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023 (“Moldaw Aggrieved Employees”).

24. “Pay Periods” means the aggregate number of pay periods in which PAGA Employees worked at least one Shift at: (i) the Arbol Residences in Santa Rosa, California, at any time from March 4, 2021 through April 16, 2023; (ii) the Forum in Cupertino, California, at any time from March 4, 2021 through March 3, 2023; and (iii) the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023.

25. “Parties” means Plaintiff and Defendant collectively.

26. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

27. “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1.

28. “Released PAGA Claims” means all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint.

29. “Released Parties” means Defendant, other relevant stakeholders at Arbol, the

1 Forum, and Moldaw (e.g., property owners), and Defendant's, and the property owners', parents,
2 predecessors, successors, subsidiaries, affiliates, partners, and trusts, and all of its employees,
3 officers, agents, attorneys, stockholders, fiduciaries, clients, other service providers, and assigns.

4 30. "Request for Exclusion" means a timely letter submitted by a Class Member
5 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (1)
6 clearly state that the Class Member does not wish to be included in the Settlement; (2) set forth the
7 name, address, telephone number, and last four digits of the Social Security Number of the Class
8 Member requesting exclusion; (3) be signed by the Class Member; (4) be returned by mail to the
9 Settlement Administrator at the specified address indicated in the Notice Packet; and (5) be
10 postmarked on or before the Response Deadline.

11 31. "Response Deadline" means forty-five (45) days after the Settlement Administrator
12 initially mails the Notice Packet to Class Members, and the last date on which Class Members may
13 submit Requests for Exclusion or Notices of Objections to the Settlement.

14 32. "Settlement" means the agreement among the Parties to resolve the Action, as set
15 forth in this Stipulation.

16 33. "Settlement Administration Costs" means the fees and expenses reasonably
17 incurred by the Settlement Administrator as a result of the procedures and processes expressly
18 required by this Agreement, which are estimated at Eleven Thousand Five Hundred Dollars
19 (\$11,500.00).

20 34. "Settlement Administrator" means CPT Group.

21 35. "Settlement Class" or "Settlement Class Members" means all Class Members who
22 do not submit valid and timely Requests for Exclusion.

23 36. "Settlement Payment Check" means the payment of the Individual Class Payment
24 to Settlement Class Members and Individual PAGA Penalty Payment to PAGA Employees.

25 37. "Shift" means at least one day for which the employee's time spent undergoing a
26 COVID-19 screening at the start of their work period was unpaid.

27 38. "Workweeks" means the aggregate number of workweeks in which Class Members
28 worked at least one Shift at: (i) the Arbol Residences in Santa Rosa, California, at any time from

March 2, 2020 through April 16, 2023; (ii) the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023; and/or (iii) the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023.

B. FACTUAL BACKGROUND

1. On March 4, 2022, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s alleged violations of Labor Code sections 201, 202, 203, 204, 226, 510, 558, 1194, 1197 and 1197.1, pursuant to Labor Code section 2698, et seq. (“PAGA Notice”).

2. On March 23, 2022, Plaintiff initiated this Action in Sonoma County Superior Court. In the initial complaint, Plaintiff asserted class claims predicated on Defendant’s policy and practice of allegedly: (a) failing to pay employees minimum and/or overtime wages for time spent undergoing check-in procedures, including COVID temperature checks and questionnaires, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and 1197.1; (b) failing to provide accurate wage statements to employees, in violation of Labor Code section 226(a); (c) failing to pay all earned wages upon termination to separating employees, in violation of Labor Code sections 201, 202, 203, and 204; and (d) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders. Defendant denies all allegations.

3. On June 3, 2022, Plaintiff filed the operative First Amended Class and Representative Action Complaint, in order to add a claim for civil PAGA penalties predicated on the Labor Code violations set forth in the PAGA Notice.

4. On August 26, 2022, Plaintiff propounded requests for production of documents and special interrogatories seeking documents and information related to class certification, including the number of putative class members, Defendant’s COVID-19 screening policies, and Defendant’ policies and procedures utilized to calculate compensable time worked by putative class members. Defendant served verified responses to the initial discovery and subsequently provided supplemental responses and amended supplemental responses.

5. On or about February 6, 2024, the Parties agreed to participate in private mediation.

1 In connection with the mediation, Defendant produced relevant payroll data that allowed Class
2 Counsel to determine the number of putative class members, the number of workweeks worked by
3 putative class members, the number of separated putative class members, the number of wage
4 statements issues to putative class members, and the average hourly rates of putative class
5 members.

6 6. On March 26, 2024, the Parties participated in a full-day mediation with Michael
7 Loeb, an experienced wage and hour class action mediator. After the exchange of further
8 information and extended negotiations, the Parties reached the present class-wide settlement. The
9 settlement discussions were conducted at arm's-length.

10 7. The Parties recognize the risk, expense, and delay in continuing the Action, and
11 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
12 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
13 Action.

14 **C. CALCULATION AND DISTRIBUTION OF GROSS SETTLEMENT AMOUNT**

15 1. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
16 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Class Payments;
17 (2) Class Counsel Award; (3) Enhancement Payment; (4) Settlement Administration Costs; and
18 (5) the PAGA Allocation. The Parties agree that this is a non-reversionary Settlement and that no
19 portion of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be
20 required to pay more than the Gross Settlement Amount as specified in this Agreement, with the
21 exception of employer-side payroll taxes owed on Individual Class Payments classified as wages.

22 2. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
23 calculated based on Defendant's representation that there were approximately 38,481 Workweeks
24 during which Class Members submitted to Covid-19 screenings that were unpaid in the Facilities:
25 Arbol Residences (March 2, 2020 through April 16, 2023); the Forum (March 5, 2020 through
26 March 3, 2023); and Moldaw Residences (October 1, 2021 through January 4, 2023). Should the
27 number of Workweeks exceed 38,481 by more than ten percent (an additional 3,848 Workweeks),
28 the amount of the Gross Settlement Amount shall be increased by \$23.50 for each workweek in

1 excess of 42,329 Workweeks.

2 3. Funding of the Gross Settlement Amount. Within thirty (30) days of the Effective
3 Date, Defendant shall make a one-time deposit of the Gross Settlement Amount into a Qualified
4 Settlement Fund to be established by the Settlement Administrator.

5 4. Class Counsel Award. Defendant agrees not to oppose or impede any application
6 or motion by Class Counsel for attorneys' fees of up to one-third (1/3) of the Gross Settlement
7 Amount (\$904,304.00), *i.e.*, the sum of Three Hundred One Thousand Four Hundred Thirty-Four
8 Dollars and Sixty-Six Cents (\$301,434.66), and costs in the amount of up to Twenty Thousand
9 Dollars (\$20,000.00), which shall be paid from the Gross Settlement Amount. It is understood by
10 Class Counsel that the Court has final discretion in any fee award. The Settlement Administrator
11 shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and
12 expenses. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added
13 to the Net Settlement Amount and shall be distributed to Settlement Class Members as provided
14 in this Agreement. Notwithstanding any other provision of this Agreement, if the Court should fail
15 to award attorneys' fees to Class Counsel in the full amount provided for in this Agreement, no
16 order of the Court or modification of any order of the Court concerning the amount of any
17 attorneys' fees to be paid by Defendant to Class Counsel pursuant to this settlement shall constitute
18 grounds for cancellation or termination of the Agreement or grounds for limiting any other
19 provision of the Judgment. It is agreed that no order of the Court, including any order concerning
20 attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.

21 5. Enhancement Payment. Defendant agrees not to oppose or impede any application
22 or motion by Plaintiff for an Enhancement Payment of up to Ten Thousand Dollars (\$10,000.00).
23 The Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in
24 addition to Plaintiff's Individual Class Payment as a Settlement Class Member and Individual
25 PAGA Penalty Payment as a PAGA Employee. It is understood by Plaintiff that the Court has final
26 discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form
27 1099 to Plaintiff reflecting her respective Enhancement Payment. Plaintiff shall be solely and
28 legally responsible to pay any and all applicable taxes on her Enhancement Payment and shall

1 hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a
2 result of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to
3 Plaintiff shall be added to the Net Settlement Amount and shall be distributed to Class Members
4 as provided in this Agreement.

5 6. Settlement Administration Costs. The Settlement Administrator shall be paid for
6 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
7 currently estimated at Eleven Thousand Five Hundred Dollars (\$11,500.00). These costs, which
8 shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting
9 on the Individual Class Payments and Individual PAGA Penalty Payments, the issuing of W-2 and
10 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and distributing the
11 Gross Settlement Amount and Class Counsel Award, maintaining a static website, and providing
12 necessary reports and declarations. Any portion of the Settlement Administration Costs not
13 allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members
14 as provided in this Agreement.

15 7. PAGA Allocation. Subject to Court approval, the Parties agree that the amount of
16 Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount shall be designated for
17 satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay
18 seventy-five percent (75%) of the PAGA Allocation, *i.e.*, the sum of Thirty-Seven Thousand Five
19 Hundred Dollars (\$37,500.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the
20 sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), shall be distributed to PAGA
21 Employees (“Net PAGA Payment”).

22 8. Individual PAGA Penalty Payment Calculation. The Net PAGA Payment shall be
23 allocated proportionally to PAGA Employees on a pro rata basis, based on the number of Pay
24 Periods worked at the Facilities. The Settlement Administrator will calculate the Individual
25 PAGA Penalty Payments by first dividing the Net PAGA Payment by the total Pay Periods. That
26 value will then be multiplied by the number of pay periods that each respective PAGA Employee:
27 (i) worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from
28 March 4, 2021 through April 16, 2023; (ii) worked at least one Shift at the Forum in Cupertino,

California, at any time from March 4, 2021 through March 3, 2023; and/or (iii) worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023. PAGA Employees are entitled to 100% of the Net PAGA Payment. Defendant maintains no reversionary right to any portion of the Net PAGA Payment.

9. Individual Class Payments. The Net Settlement Amount shall be used to satisfy Individual Class Payments to Settlement Class Members. The Net Settlement Amount shall be allocated proportionally to Class Members on a pro rata basis, based on the number of Workweeks worked at the Facilities. The Settlement Administrator will calculate the Individual Class Payment by first dividing the Net Settlement Amount by the total Workweeks. That value will then be multiplied by the number of workweeks that each respective Class Member: (i) worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023; (ii) worked at least one Shift at the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023; and/or (iii) worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023. Settlement Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payments for each Settlement Class Member so that the amount actually distributed to Settlement Class Members equals 100% of the Net Settlement Amount.

10. Tax Allocation of Individual Class Payments and Individual PAGA Penalty Payments. All Individual Class Payments shall be allocated as ten percent (10%) to wages and ninety percent (90%) to penalties. Individual PAGA Penalty Payments shall be allocated as 100% to penalties. The amount of payment shall be reported on IRS Forms W-2 and 1099, as appropriate, by the Settlement Administrator.

11. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Settlement Class Members and PAGA Employees are not relying on

any statement, representation, or calculation by Defendant, Defense Counsel, Class Counsel, or by the Settlement Administrator in this regard. Plaintiff, Settlement Class Members and PAGA Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

12. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE

1 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
2 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
3 AGREEMENT.

4 13. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator shall be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
6 Employees, and Class Counsel, W-2 and 1099 Forms or other tax forms as may be required by law
7 for all amounts paid pursuant to this Agreement.

8 14. Distribution of Payments Under the Settlement. Within ten (10) business days of
9 Defendant funding the Gross Settlement Amount, the Settlement Administrator shall pay: (1) the
10 Individual Class Payments to Settlement Class Members; (2) the Individual PAGA Penalty
11 Payments to PAGA Employees; (3) seventy-five percent (75%) of the PAGA Allocation to the
12 LWDA; (4) the Enhancement Payment to Plaintiff; and (5) Class Counsel Award to Class Counsel.
13 The Settlement Administrator shall also issue a payment to itself for services performed in
14 connection with the Settlement.

15 15. Non-Negotiated Settlement Checks. Any checks issued by the Settlement
16 Administrator to Settlement Class Members and PAGA Employees shall be negotiable for one
17 hundred and eighty (180) calendar days. Those funds represented by settlement checks returned as
18 undeliverable and the funds which correspond with the settlement checks that are not negotiated
19 within one hundred and eighty (180) calendar days after issuance shall be remitted to the *cy pres*
20 recipient, Legal Aid at Work.

21 16. No Credit Toward Benefit Plans. The Individual Class Payments made to
22 Settlement Class Members, the Individual PAGA Penalty Payments made to PAGA Employees,
23 the Enhancement Payment made to Plaintiff, as well as any other payments made pursuant to this
24 Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to
25 which any Settlement Class Member and/or PAGA Employee may be eligible, including, but not
26 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
27 sick leave plans, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this
28 Settlement will not affect any rights, contributions, or amounts to which any Class Members may

1 be entitled under any benefit plans.

2 **D. INDIVIDUAL, CLASS AND PAGA RELEASES**

3 1. Release of Claims by the Class Representative. As a condition to obtaining the
4 Enhancement Payment provided for herein, the Class Representative (on behalf of herself, heirs,
5 executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of
6 any and all claims against the Released Parties—which shall include without limitation any and
7 all claims which in any way relate to her employment with Defendant, under State or Federal law,
8 in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including
9 but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California
10 Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the
11 future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time
12 to the date of execution hereof, except for those claims that may be prohibited by law, such as
13 claims for workers’ compensation benefits. Plaintiff further expressly waives and relinquishes, to
14 the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
15 California Civil Code, which provides: “**A general release does not extend to claims that the**
16 **creditor or releasing party does not know or suspect to exist in his or her favor at the time of**
17 **executing the release and that, if known by him or her, would have materially affected his or**
18 **her settlement with the debtor or released party.”**

19 2. Release of Claims by Settlement Class Members. Upon the payment of the Gross
20 Settlement Amount, Plaintiff and all Settlement Class Members, on behalf of themselves, their
21 heirs, executors, administrators, attorneys, agents and assigns, shall enter the following release of
22 claims:

23 a. *Arbol Sub-Class Members* shall waive, fully release and forever discharge
24 the Released Parties from any and all Released Class Claims that arose at any time from March 2,
25 2020 through April 16, 2023.

26 b. *Forum Sub-Class Members* shall waive, fully release and forever discharge
27 the Released Parties from any and all Released Class Claims that arose at any time from March 5,
28 2020 through March 3, 2023.

1 c. *Moldaw Sub-Class Members* shall waive, fully release and forever
2 discharge the Released Parties from any and all Released Class Claims that arose at any time from
3 October 1, 2021 through January 4, 2023.

4 3. Release of Claims by PAGA Employees. Upon the payment of the Gross Settlement
5 Amount, Plaintiff and all PAGA Employees, on behalf of themselves, their heirs, executors,
6 administrators, attorneys, agents and assigns, shall enter the following release of claims:

7 a. *Arbol Aggrieved Employees* shall waive, fully release and forever discharge
8 the Released Parties from any and all Released PAGA Claims that arose at any time from March
9 4, 2021 through April 16, 2023.

10 b. *Forum Aggrieved Employees* shall waive, fully release and forever
11 discharge the Released Parties from any and all Released PAGA Claims that arose at any time
12 from March 4, 2021 through March 3, 2023.

13 c. *Moldaw Aggrieved Employees* shall waive, fully release and forever
14 discharge the Released Parties from any and all Released PAGA Claims that arose at any time
15 from October 1, 2021 through January 4, 2023.

16 **E. ADMINISTRATION OF NOTICE OF SETTLEMENT**

17 1. Settlement Administration Process. The Parties agree to cooperate in the
18 administration of the Settlement and to make all reasonable efforts to control and minimize the
19 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator
20 shall provide the following services:

- 21 a. Establish and maintain a Qualified Settlement Fund account;
- 22 b. Calculate the amount of the settlement each Class Member/PAGA
23 Employee is eligible to receive;
- 24 c. Verify the last known address for each Class Member/PAGA Employee
25 through a generally utilized, national address update database prior to mailing the Notice Packet;
- 26 d. Print and mail the Notice Packet;
- 27 e. Establish and maintain a toll-free informational telephone support line to
28 assist Class Members/PAGA Employees who have questions regarding the Notice Packet;

1 f. Conduct additional address searches for mailed Notice Packets that are
2 returned as undeliverable and, to the extent new and more current addresses are found, also reprint
3 and re-mail Notice Packets accordingly;

4 g. Calculate Settlement Class Members/PAGA Employees' settlement share,
5 field inquiries from Class Members, and administer any Requests for Exclusion. This service will
6 include settlement proceed calculations, printing and issuance of checks, and preparation of W-2
7 and 1099 Forms;

8 h. Provide declarations and/or other information to the Court as requested; and

9 i. Establish and maintain an internet website to post information of interest to
10 Class Members including the date, time, and location for the Final Approval Hearing and copies
11 of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the
12 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment (if
13 separate from the Motion for Final Approval), Class Counsel's litigation costs, Enhancement
14 Payment to Plaintiff, the Final Approval and the Judgment.

15 2. Delivery of the Class Data and List. Within ten (10) business days of Preliminary
16 Approval, Defendant shall provide the Class Data and List to the Settlement Administrator.

17 3. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the
18 Class Data and List from Defendant, the Settlement Administrator shall mail a Notice Packet to
19 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
20 addresses identified in the Class List.

21 4. Confirmation of Contact Information in the Class List. Prior to mailing, the
22 Settlement Administrator shall perform a search based on the National Change of Address
23 Database for information to update and correct for any known or identifiable address changes.

24 5. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
25 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the
26 Settlement's principal terms; (3) the Class definition; (4) each Class Member's estimated
27 Individual Class Payment and the formula for calculating Individual Class Payments; (5) each
28 PAGA Employee's estimated Individual PAGA Penalty Payment and the formula for calculating

1 Individual PAGA Penalty Payments; (6) instructions on how to submit valid Requests for
2 Exclusion, or objections; (7) the deadlines by which the Class Member must submit a Request for
3 Exclusion or Notice of Objection to the Settlement; (8) the date for the final approval hearing; and
4 (9) the claims to be released. The Notice Packet will also inform Class Members that, in order to
5 receive the Individual Class Payment and Individual PAGA Penalty Payment, they do not need to
6 do anything except keep the Settlement Administrator apprised of their current mailing addresses.

7 6. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
8 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
9 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
10 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
11 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
12 address using a skip-trace, or other search using the name, address and/or Social Security Number
13 of the Class Member involved and shall then perform a re-mailing. Those Class Members who
14 receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days
15 from the original Response Deadline.

16 7. Settlement Administrator's Reports of Information. The Settlement Administrator
17 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
18 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
19 Administrator will provide to counsel for both Parties any updated reports regarding the
20 administration of the Settlement as needed or requested. The Settlement Administrator shall also
21 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further,
22 the Settlement Administrator shall immediately forward any Request for Exclusion to the Parties'
23 counsel so that they can determine whether the Request for Exclusion is valid and timely.

24 8. Certification of Completion. Upon completion of administration of the Settlement,
25 the Settlement Administrator shall provide a written declaration under oath to certify such
26 completion to the Court and counsel for all Parties.

27 9. Request for Exclusion Procedures. Any Class Member, other than Plaintiff, may
28 opt-out from the Settlement by submitting a written Request for Exclusion to the Settlement

1 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) clearly
2 state that the Class Member does not wish to be included in the Settlement; (2) set forth the name,
3 address, telephone number, and last four digits of the Social Security Number of the Class Member
4 requesting exclusion; (3) be signed by the Class Member; (4) be returned by mail to the Settlement
5 Administrator at the specified address indicated in the Notice Packet; and (5) be postmarked on or
6 before the Response Deadline. The date of the postmark shall be the exclusive means to determine
7 whether a Request for Exclusion is timely. By submitting such a Request for Exclusion, a Class
8 Member shall be deemed to have exercised his or her option to opt out of the Settlement and not
9 be bound by this Agreement. At no time shall any of the Parties or their counsel seek to solicit or
10 otherwise encourage Class Members to submit a Request for Exclusion. Class Counsel shall not
11 represent any Class Members with respect to any such request.

12 10. No PAGA Opt-Out. No Class Member may opt out of or be excluded from
13 participating in the settlement of the Released PAGA Claims. All Class Members shall be bound
14 by the judgment entered herein and will have released the Released PAGA Claims upon the final
15 approval of this Settlement and the payment of the Maximum Settlement Payment.

16 11. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
17 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
18 Request for Exclusion shall be bound by all terms of the Settlement to the fullest possible extent,
19 including those pertaining to the Released Class Claims and Released PAGA Claims, as well as
20 any Judgment that may be entered by the Court.

21 12. Defendant' Right to Rescind. If more than ten percent (10%) of Class Members
22 submit a timely and valid Request for Exclusion, Defendant will have the right, but not the
23 obligation, to revoke and void this Agreement at its discretion. Defendant must exercise the option
24 to rescind within ten (10) business days of Defense Counsel receiving notification from the
25 Settlement Administrator that more than ten percent (10%) of Class Members have submitted
26 timely and valid Requests for Exclusion from the Settlement. If Defendant exercises this right to
27 void the Agreement, then the Parties will have no further obligations under the Agreement,
28 including, without limitation, any obligation by Defendant to pay the Gross Settlement Amount,

1 or any amounts that otherwise would have been owed under this Agreement, except that Defendant
2 shall pay all Settlement Administration Costs incurred by the Settlement Administrator up to the
3 date of Defendant' notice to rescind. In the event the Settlement is terminated, the Parties shall
4 proceed in all respects as if this Agreement had not been executed. The Parties agree that they will
5 not encourage any Class Member to object to the Settlement or to opt out.

6 13. Objection Procedures. Any Class Member who does not opt-out of this Settlement
7 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
8 return by mail a written statement of objection to the Settlement Administrator at the specified
9 address by the Response Deadline. The Notice of Objection must include: (1) the objector's full
10 name, signature, address, and telephone number; (2) a written statement of the basis for the
11 objection; and (3) any copies of papers, briefs, or documents upon which the objection is based.
12 Class Members may present objections at the final approval hearing, regardless of whether they
13 submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or
14 otherwise encourage Class Members to submit written objections to the Settlement or appeal from
15 the Order and Judgment. Class Counsel shall not represent any Class Members with respect to any
16 such objections to this Settlement. Any Class Member who submits a valid Request for Exclusion
17 shall not be allowed to object to this Settlement. No later than five (5) days after the Response
18 Deadline, the Settlement Administrator shall provide Defense Counsel with a complete list of all
19 Class Members who have timely and properly requested exclusion from the Class.

20 14. Disputes Regarding Individual Class Payments. In the event that Class Members
21 have a dispute as to the data provided by the Defendant, Class Members will have the opportunity
22 to provide documentation and/or an explanation. Any Class Member, may submit a written dispute
23 to the Settlement Administrator regarding the data, including the number of pay periods and/or
24 workweeks he or she worked at the Facilities. The dispute must be postmarked by the Response
25 Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to
26 determine whether an adjustment is warranted. The Settlement Administrator shall determine the
27 eligibility for, and the amounts of, any Individual Class Payments or Individual PAGA Penalty
28 Payments under the terms of this Agreement, and that determination shall be binding.

1 15. Administration Costs if Settlement Fails or is Delayed. If an objection to the
2 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
3 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be
4 borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

5 **F. COURT APPROVAL OF SETTLEMENT**

6 1. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
8 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that
9 it has violated any federal, state, or local law; violated any regulations or guidelines promulgated
10 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
11 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
12 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
13 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
14 an admission or concession by Defendant of any such violations or failures to comply with any
15 applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce
16 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
17 received as evidence in any action or proceeding to establish any liability or admission of any
18 nature on the part of Defendant, or to establish the existence of any condition constituting a
19 violation of, or a non-compliance with, federal, state, local, or other applicable law.

20 2. Class Action Certification. The Parties are agreeing to class certification for
21 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
22 admission of any kind by Defendant, including without limitation, that certification of a class for
23 trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can
24 establish any of the requisite elements for class treatment of any of the claims in this Action. If,
25 for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties
26 will be restored to their respective positions in the lawsuit as if they had not entered into this
27 Agreement. The Parties further agree that this Agreement or any documents or orders issued
28 related to this Settlement will not be admissible, other than according to the Settlement's terms, in

1 this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii)
2 Defendant is liable to Plaintiff or any Class Member.

3 3. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
4 request the Preliminary Approval of the Settlement, conditional certification of the Class, and the
5 entry of a Preliminary Approval Order: (i) approving of the proposed Settlement, and (ii) setting a
6 date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall
7 provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction
8 with the Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the
9 terms of this Settlement, and will include the proposed Notice Packet, attached to this Agreement
10 as Exhibit A.

11 4. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
12 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
13 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
14 Final Approval of the Settlement along with the amounts properly payable for (i) Individual Class
15 Payments; (ii) the PAGA Allocation; (ii) the Class Counsel Award; (iii) the Enhancement
16 Payment; and (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting
17 all documents necessary to obtain final approval. Class Counsel will also be responsible for
18 drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

19 5. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
20 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
21 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
22 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
23 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
24 may be appropriate under court rules or as set forth in this Agreement.

25 **G. FINAL PROVISIONS**

26 1. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
27 this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
28 Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation,

1 taking into account all relevant factors, present and potential. The Parties further acknowledge that
2 they are each represented by competent counsel and that they have had an opportunity to consult
3 with their counsel regarding the fairness and reasonableness of this Agreement.

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

7 3. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
8 agree that they will not issue any press releases, initiate any contact with the press, respond to any
9 press inquiry, post information on any social media or website, or have any communication with
10 the press about the fact, amount, or terms of the Settlement.

11 4. No Prior Assignments. The Parties and their counsel represent, covenant, and
12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
13 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
14 action, cause of action, or right herein released and discharged.

15 5. Nullification of Settlement. In the event that the Settlement does not become final
16 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
17 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
18 likewise be treated as void from the beginning.

19 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
20 Settlement Administrator concerning the administration of the Settlement will be resolved by the
21 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
22 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
23 the Court.

24 7. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
25 of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations
26 or agreements may be deemed binding on the Parties.

27 8. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
28 dispute with regard to the language of the Agreement, the Parties agree to attempt to informally

1 resolve the dispute by engaging Michael Loeb to mediate such dispute.

2 9. Amendment or Modification. This Agreement may be amended or modified only
3 by a written instrument signed by the Parties or their successors-in-interest and with Court
4 approval.

5 10. Authorization to Enter into Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this
7 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
8 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
9 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
10 other and use their best and good-faith efforts to effect the implementation of the Settlement. If
11 the Parties are unable to reach agreement on the form or content of any document needed to
12 implement the Settlement, or on any supplemental provisions that may become necessary to
13 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
14 such disagreement.

15 11. Binding on Successors and Assigns. This Agreement shall be binding upon, and
16 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

17 12. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
18 governed by and interpreted according to the laws of the State of California.

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

24 14. Invalidity of Any Provision. Before declaring any provision of this Agreement
25 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
26 consistent with applicable precedents so as to define all provisions of this Agreement valid and
27 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
28 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the

Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

15. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Award below the amount Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's terms.

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

17. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

18. Enforcement Actions. In the event that one or more of the Parties 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 prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

21. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in

1 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
2 this Agreement.

3 22. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Agreement, and further intend that this Agreement shall be fully
5 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
6 disclosure in any proceeding to enforce its terms.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
8 Joint Stipulation of Class and Representative Action Settlement Between Plaintiff and Defendant
9 as of the date(s) set forth below:

10 **SIGNATURES**

11 **READ CAREFULLY BEFORE SIGNING**

12
13 DATED: 9/10/2024

PLAINTIFF THALIA MARAVILLA

Thalia Maravilla

ID 3ucZY6ViLjCHctMsGLMntvus

Plaintiff Thalia Maravilla

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17 DATED: _____

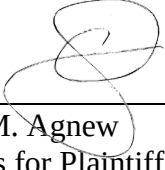
**DEFENDANT LCS COMMUNITY
EMPLOYMENT LLC**

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21 Please Print Name of Authorized Signatory

22 **APPROVED AS TO FORM**

23 DATED: 9/12/2024

DIVERSITY LAW GROUP, P.C.

24
25
26 
27 Kristen M. Agnew
28 Attorneys for Plaintiff and the Class

1 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
2 this Agreement.

3 22. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Agreement, and further intend that this Agreement shall be fully
5 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
6 disclosure in any proceeding to enforce its terms.

7 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
8 Joint Stipulation of Class and Representative Action Settlement Between Plaintiff and Defendant
9 as of the date(s) set forth below:

10 **SIGNATURES**

11 **READ CAREFULLY BEFORE SIGNING**

12
13 DATED: _____

PLAINTIFF THALIA MARAVILLA

14
15 _____
Plaintiff Thalia Maravilla

16
17 DATED: 9/5/24 _____

**DEFENDANT LCS COMMUNITY
EMPLOYMENT LLC**

18
19 Monica L. Friedman

20 Monica L. Friedman

Please Print Name of Authorized Signatory

21
22 **APPROVED AS TO FORM**

23 DATED: _____

DIVERSITY LAW GROUP, P.C.

24
25 _____
Kristen M. Agnew

26 Attorneys for Plaintiff and the Class
27
28

1 DATED: September 5, 2024

DENTONS USA LLP

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4 Peter Stockburger
5 Attorneys for Defendant
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EXHIBIT A

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

YOU MAY BE ENTITLED TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT, IF YOU WERE EMPLOYED AS A NON-EXEMPT, HOURLY EMPLOYEE BY LCS COMMUNITY EMPLOYMENT LLC AT THE FOLLOWING FACILITIES: (i) ARBOL RESIDENCES IN SANTA ROSA, CALIFORNIA, AT ANY TIME FROM MARCH 2, 2020 THROUGH APRIL 16, 2023; (ii) THE FORUM IN CUPERTINO, CALIFORNIA, AT ANY TIME FROM MARCH 5, 2020 THROUGH MARCH 3, 2023; AND/OR (iii) THE MOLDAW RESIDENCES IN PALO ALTO, CALIFORNIA, AT ANY TIME FROM OCTOBER 1, 2021 THROUGH JANUARY 4, 2023.

The Sonoma County Superior Court (“Court”) authorized this Notice to be sent by CPT Group (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY
Individual PAGA Penalty Payment: \$ ****
Individual Class Payment: \$ ****

THROUGH THIS CLASS ACTION SETTLEMENT

- Plaintiff Thalia Maravilla (“Named Plaintiff”) has sued LCS Community Employment LLC (“Defendant” or the “Company”) on behalf of herself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT (Deadline: RESPONSE DEADLINE)	If you ask to be excluded from the class settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: RESPONSE DEADLINE)	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline. However, you may not object to the settlement of the PAGA claim. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant failed to pay employees minimum and/or overtime wages for time spent submitting to off-the-clock COVID temperature checks, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and 1197.1. As a result of the uncompensated time, the Named Plaintiff further alleges that Defendant failed to provide accurate wage statements, in violation of Labor Code section 226(a); and pay all earned wage at separation of employment, in violation of Labor Code sections 201, 202 and 203. The Named Plaintiff seeks civil PAGA penalties based on these alleged violations of the Labor Code.

Defendant denies the allegations in the lawsuit and denies the Company has engaged in any wrongdoing. Defendant asserts that the Company complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Plaintiff Thalia Maravilla), sues on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Sonoma County Superior Court is in charge of the case. The lawsuit is known as *Thalia Maravilla vs. LCS Community Employment LLC*, Case No. SCV-270452.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks she could have won at trial. Defendant thinks that the Company would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Class Settlement?

The Court has decided that the following individuals are “Class Members”: (i) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023 (“Arbol Sub-Class”); (ii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023 (“Forum Sub-Class”); and (iii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023 (“Moldaw Sub-Class”).

The settlement only covers employees who worked at the following three Facilities during the corresponding time periods: the Arbol Residences in Santa Rosa, California, at any time from March 2, 2020 through April 16, 2023; (ii) the Forum in Cupertino, California, at any time from March 5, 2020 through March 3, 2023; and (iii) the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$904,304.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located, and who do not exclude themselves from the class settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement-administration costs not to exceed \$11,500.00; (b) an Enhancement Payment to Named Plaintiff in the amount of \$10,000.00 for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$301,434.66; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00; and (f) PAGA Allocation of \$50,000.00 representing PAGA civil penalties allocated for settlement of claims under California Labor Code § 2698, *et seq.* **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s Enhancement Payment, remain subject to Court approval.**

By statute, 75% of the PAGA Allocation, *i.e.*, the sum of \$37,500.00, will be paid as civil penalties to the California Labor Workforce Development Agency. The remaining 25%, *i.e.*, the sum of \$12,500.00, will be distributed to PAGA Employees.

“PAGA Employees” means ((i) all current and former non-exempt employees of Defendant who worked at least one Shift at the Arbol Residences in Santa Rosa, California, at any time from March 4, 2021 through April 16, 2023 (“Arbol Aggrieved Employees”); (ii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Forum in Cupertino, California, at any time from March 4, 2021 through March 3, 2023 (“Forum Aggrieved Employees”); and (iii) all current and former non-exempt employees of Defendant who worked at least one Shift at the Moldaw Residences in Palo Alto, California, at any time from October 1, 2021 through January 4, 2023 (“Moldaw Aggrieved Employees”).

No portion of the Gross Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Individual Class Payment Be?

Your estimated share of the Class settlement proceeds will be approximately \$***. This amount is subject to change, based on the terms of the Court's final approval order.

Your estimated share of the Net Settlement Amount is based on the number of workweeks you worked at the Facilities during the relevant time periods, as compared to the total number of workweeks worked by all Class Members at the Facilities during the relevant time periods. Based upon Defendant's records, you were determined to have worked ***workweeks during the relevant time periods.

If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods allocated to you, see below (Question 10).

8. How Much Will My Individual PAGA Penalty Payment Be?

If you are a PAGA Employee and are entitled to receive a portion of the PAGA Allocation. Your estimated share of the PAGA Allocation will be approximately \$***. This amount is subject to change, based on the terms of the Court's final approval order.

Your estimated share of the PAGA Allocation is based on the number of pay periods you worked at the Facilities during the relevant time periods, as compared to the total number of pay periods worked by all PAGA Employees at the Facilities during the relevant time periods. Based upon Defendant's records, you were determined to have worked *** pay periods at the Facilities during the relevant time periods. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods allocated to you, see below (Question 10).

9. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately ninety days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

10. What If I Believe The Information Is Inaccurate?

If you believe the number of pay periods attributed to you is inaccurate, you may dispute it by sending a letter to [ADMINISTRATOR'S ADDRESS] no later than [RESPONSE DEADLINE]. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

11. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the class settlement, you remain a part of the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims that are based on the facts alleged by Named Plaintiff in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or "releasing" Defendant from the claims described below:

Arbol Sub-Class Members shall waive, fully release and forever discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1 that arose at any time from March 2, 2020 through April 16, 2023.

Forum Sub-Class Members shall waive, fully release and forever discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1 that arose at any time from March 5, 2020 through March 3, 2023.

Moldaw Sub-Class Members shall waive, fully release and forever discharge the Released Parties from any and all all claims, rights, demands, liabilities, and causes of action of any kind arising from the allegation pleaded in the First Amended Complaint, including but not limited to, for violation of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1 that arose at any time from October 1, 2021 through January 4, 2023.

Additionally, if you a PAGA Employee and that means you will be giving up or “releasing” Defendant from the claims described below:

..

Arbol Aggrieved Employees shall waive, fully release and forever discharge the Released Parties from any and all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint that arose at any time from March 4, 2021 through April 16, 2023.

Forum Aggrieved Employees shall waive, fully release and forever discharge the Released Parties from any and all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys’ fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint that arose at any time from March 4, 2021 through March 3, 2023.

Moldaw Aggrieved Employees shall waive, fully release and forever discharge the Released Parties from any and all claims for all civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197 and 1197.1, including but not limited to costs and attorneys' fees related thereto, that were alleged or which could have been alleged based on the facts and allegations made in the PAGA Notice and operative First Amended Complaint that arose at any time from October 1, 2021 through January 4, 2023.

12. How Do I Exclude Myself From The Class Settlement?

To exclude yourself from the class settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Thalia Maravilla vs. LCS Community Employment LLC*, settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than **[RESPONSE DEADLINE]**, to the Settlement Administrator at **[ADMINISTRATOR'S ADDRESS]**.

If you submit a timely and valid "opt-out" request, you will no longer be a member of the Class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the class claims made in this lawsuit, at your own expense.

If you worked during the PAGA Period, you may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid "opt-out" request, you will still receive an Individual PAGA Penalty Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Penalty Payment is shown above.

13. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the class settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is **[RESPONSE DEADLINE]**.

If you exclude yourself from the class settlement, you will not receive any money from the settlement of the class action claims in this matter.

14. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you do not exclude yourself from the class settlement, you can object to the class settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the class settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All objections must be signed by you and must include: (1) your full name, signature, address, and telephone number; (2) a written statement of

the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than [RESPONSE DEADLINE], to the Settlement Administrator at [ADMINISTRATOR'S ADDRESS].

You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense. *You may present objections at the final approval hearing, regardless of whether you submitted a written objection.*

There is no right to object to the settlement of the PAGA claim. Thus, even if you submit a timely objection to the class settlement, you will still receive an Individual PAGA Penalty Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Penalty Payment is shown above.

15. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

16. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C., and Webber Law Group, P.C. represent the Named Plaintiff, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the Class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$301,434.66 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 18 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

18. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable ***** on ***, at *** a.m., in Department *** of the Superior Court of California for the County of Sonoma, located at 3035 Cleveland Avenue, #200, Santa Rosa, CA 95403, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider

them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

19. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

You may also find additional information regarding the settlement posted on [\[ADMIN'S WEBSITE\]](#), including the date and time of the Final Approval Hearing, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order and the Judgment.

20. What Is The Contact Information For The Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

CLASS COUNSEL
DIVERSITY LAW GROUP, P.C. Larry W. Lee – lwlee@diversitylaw.com Kristen M. Agnew – kagnew@diversitylaw.com 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 (213) 488-6555 (213) 488-6554 facsimile WEBBER & EGBERT EMPLOYMENT LAW, P.C. Kelsey Webber -- Kelsey.Webber@WebberLawGroup.com Shaelyn A. Stewart - Shaelyn.Stewart@webberlawgroup.com 1610 R. Street, Suite 300 Sacramento, California 95811 Telephone: (916) 588-0683
COURT
Clerk of Court Sonoma County Superior Court 3035 Cleveland Avenue, #200 Santa Rosa, CA 95403

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Thalia Maravilla vs. LCS Community Employment LLC
c/o CPT Group
[Address](#)

Toll-Free Phone Number: ***

Email: ***

PLEASE DO NOT TELEPHONE DEFENSE COUNSEL, THE COURT, OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 2

THALIA MARAVILLA

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

March 1, 2022

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

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

Re: *Maravilla v. LCS Community Employment LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, LCS Community Employment LLC (the "Company"). Specifically, I allege that the Company:

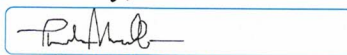
1. Violated Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197 and 1197.1 by not paying me and other similarly situated aggrieved employees minimum, regular, and overtime wages. Specifically, prior to the start of each shift, we were required to wait in line and undergo temperature checks and fill out Covid questionnaires, which were done off-the-clock. Further, as a result of such violations, the Company violated Labor Code § 226(a) as the wage rates, total hours worked, and net/gross wages earned shown on the wage statements were inaccurate due to the violations set forth above.

The address for the Company is:

LCS Community Employment LLC
400 Locust Street, Suite 820
Des Moines, IA 50309

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,



ID nwZbbKWWXZjSSyYaW3ue7q4Y

Thalia Maravilla

cc: LCS Community Employment LLC (by certified mail)

EXHIBIT 3