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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

PAUL CORLEY, on behalf of himself and the
 Class members,

Plaintiff,

vs.

INVITATION HOMES REALTY
 CALIFORNIA, INC., a California corporation;
 and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB 2213022

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

[Assigned for all purposes to
 The Honorable David Cohn, Dept. S-26]

Action Filed: June 21, 2022
 Trial Date: None

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Stipulation” or
2 “Settlement”) is entered into by and between plaintiff Paul Corley (“Plaintiff”), individually and on
3 behalf of all others similarly situated and the State of California, as a private attorney general, on the
4 one hand, and defendant THR Property Management L.P. (“Defendant”) on the other hand
5 (collectively referred to as “the Parties”).

6 This Settlement shall be binding on Plaintiff, the current and former employees he seeks to
7 represent, on Defendant, and on their respective counsel, subject to the terms and conditions
8 definitions, recitals, and terms set forth herein and to the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” is defined as *Paul Corley v. THR Property Management L.P.*, which
12 was initially filed in San Bernardino County Superior Court (CIV SB 2213022), and subsequently
13 removed to the United States District Court, and which it was pending in the Central District of
14 California as Case No. 5:23-cv-00146 FLA (KKx). The parties have stipulated to remand this action
15 back to San Bernardino County Superior Court.

16 **2. Class Counsel**

17 “Class Counsel” means Schneider Wallace Cottrell Konecky LLP, who, subject to Court
18 approval, shall act as counsel for the Settlement Class.

19 **3. Class Counsel Award**

20 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
21 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this
22 Lawsuit.

23 **4. Class Information**

24 “Class Information” means information regarding Class Members that Defendant will in
25 good faith compile from Defendant’s internal and currently available electronic timekeeping, payroll,
26 and/or HRIS records and provide to the Settlement Administrator. To the extent possible, it shall be
27 formatted as a Microsoft Excel spreadsheet. It shall include: each Class Member’s full name; last
28 known address; last known home telephone number; social security number; and Compensable Work

Weeks.

5. Class Members

“Class Members” means all persons who have been employed by Defendants as non-exempt employees or equivalent positions, however titled, in the state of California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification). Defendant has estimated that between June 21, 2018 and October 17, 2023 (the “Data Period”) there were approximately 209 Settlement Class Members who worked approximately 17,610 workweeks during that same time period.

6. Class Period

“Class Period” means the period from June 21, 2018 through March 19, 2024.

7. Class Representative

“Class Representative” means Plaintiff Paul Corley.

8. Class Representative Service Award

“Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit. The Class Representative Service Award shall be in addition to the Plaintiff’s Individual Settlement Payment as a Settlement Class Member. The proposed Class Representative Service Award is \$15,000 subject to Court approval.

9. Compensable Work Weeks

“Compensable Work Weeks” means the number of weeks in which Settlement Class Member(s) was or were employed as a non-exempt employee for Defendant in the State of California during the Class Period based on information from Defendant’s internal and currently available electronic timekeeping and HRIS records.

10. Complaint

“Complaint” means the operative complaint in the Action, which was filed in the Superior Court of San Bernardino, and will be amended as described more fully below in Paragraph II(1).

1 **11. Court**

2 “Court” means the Superior Court of California, County of San Bernardino.

3 **12. Defendant**

4 “Defendant” means Defendant THR Property Management L.P. and includes its past, present
5 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
6 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
7 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

8 **13. Effective Date**

9 “Effective Date” of the Settlement means when all of the following events have occurred: (1)
10 The Joint Stipulation has been executed by all Parties, Plaintiff’s Counsel, and Defendant’s Counsel;
11 (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final
12 Settlement Approval Hearing and has entered a Final Order and Judgment, approving the Settlement.
13 It is the Parties’ intention that the Settlement shall be final for purposes of the Effective Date at the
14 time of Final Approval, if no objections to the Settlement are filed. Only in the event that written
15 objections are filed and/or accepted by the Court prior to the Final Settlement Approval Hearing,
16 which are not later withdrawn prior to final approval, the Effective Date shall be the later of: (a) the
17 date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to
18 review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following
19 review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of
20 any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any
21 appeal from the Judgment.

22 **14. Final Approval Hearing**

23 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
24 reasonableness, and adequacy of the Settlement.

25 **15. Final Approval Order**

26 “Final Approval Order” means the proposed order granting final approval of the Parties’
27 settlement and constituting a Final Judgment, in a form substantially similar to the order attached
28 hereto as Exhibit C.

1 **16. Final Judgment**

2 “Final Judgment” means a judgment issued by the Court approving this Agreement as binding
3 upon the Parties.

4 **17. Gross Settlement Fund**

5 “Gross Settlement Fund” means the agreed upon settlement amount not to exceed
6 \$625,000.00 (Six Hundred Twenty-Five Thousand Dollars and Zero Cents) to be paid by Defendant
7 in full settlement of the Released Claims, and includes without limitation the Class Counsel Award,
8 Class Representative Service Award, Individual Settlement Payments, PAGA Payment, and
9 Settlement Administrator Costs. In no event shall Defendant be liable for more than the Gross
10 Settlement Fund, except that Defendant’s portion of payroll taxes will be paid separately and in
11 addition to the Gross Settlement Fund.

12 **18. Individual Settlement Payment**

13 “Individual Settlement Payment” means the amount paid from the Net Settlement Fund to a
14 Settlement Class Member, based upon his/her Compensable Work Weeks.

15 **19. LWDA**

16 “LWDA” means the California Labor and Workforce Development Agency.

17 **20. Net Settlement Fund**

18 “Net Settlement Fund” means the Gross Settlement Fund, less Court-approved Class Counsel
19 Award, Class Representative Service Award, payment to the LWDA, and Settlement Administration
20 Costs.

21 **21. Notice of Class Action Settlement**

22 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
23 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as Exhibit
24 A, which shall include an estimated individual settlement payment, number of workweeks worked,
25 dates of employment, how to opt-out of the settlement, and how to object to the settlement, and how
26 to dispute the number of estimated workweeks worked.

27 **22. PAGA**

28 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor

Code §§ 2699 et seq.

23. PAGA Members

“PAGA Members” means all persons who have been employed by Defendants as non-exempt employees or equivalent positions, however titled, in the state of California during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

24. PAGA Payment

“PAGA Payment” means the payment made hereunder to the LWDA and PAGA Members pursuant to PAGA. The Parties will seek approval from the Court for a PAGA Payment of \$12,500.00 out of the Gross Settlement Amount, which shall be allocated 75% (\$9,375.00) to the California Labor and Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$3,125.00) will be distributed to the PAGA Members to be allocated based on the number of pay periods worked as an PAGA Member during the PAGA Period. If the Court approves a PAGA Payment of less than \$12,500.00, the remainder will be retained in the Net Settlement Fund for distribution to Class Members.

25. PAGA Period

“PAGA Period” means the period from February 23, 2021, through March 19, 2024.

26. Parties

“Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean Plaintiff or Defendants, individually.

27. Payment Ratio

“Payment Ratio” means the respective Compensable Work Weeks during which an employee worked, in proportion to the aggregate number of Compensable Work Weeks worked by all Class Members.

28. Plaintiff

“Plaintiff” means Plaintiff Paul Corley.

1 **29. Preliminary Approval Date**

2 “Preliminary Approval Date” means the date on which the Court issues an order granting
3 preliminary approval of the proposed order in a form substantially similar to the order attached hereto
4 as Exhibit C.

5 **30. Released Class Claims**

6 “Released Class Claims” means any and all claims, actions, demands, causes of action, suits,
7 debts, obligations, damages, rights or liabilities that have been asserted by Plaintiff, or the Class
8 Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors,
9 successors, attorneys, assigns, agents, and/or representatives arising out of any claims that were
10 encompassed in the Action, and any claims which are based on the same factual predicate alleged in
11 Plaintiff’s Complaint and First Amended Complaint, including, but not limited to: claims for unpaid
12 wages (including claims for minimum wage, regular wages, and overtime compensation), meal and
13 rest periods, failure to pay or calculate proper meal and rest period premiums (including claims for
14 failure to pay premiums and failure to pay premiums at the correct rate of pay), unreimbursed
15 business expenses, interest, penalties (including waiting time penalties pursuant to Labor Code
16 sections 203 and 204, pay stub penalties pursuant to Labor Code section 226, and civil penalties
17 pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, et
18 seq.) (“PAGA”)), claims pursuant to all of the theories of relief described above, including but not
19 limited to penalties relating to alleged violations of Labor Code sections 200, 201, 202, 203, 204,
20 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, the Industrial
21 Welfare Commission Wage Orders relating to claims for unpaid hours worked, meal periods and rest
22 breaks, and claims under Business and Professions Code sections 17200, et seq., claims for attorneys’
23 fees and costs, and unfair business practices. Released Claims include all claimed or unclaimed
24 compensatory, consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive or
25 equitable relief, and any other remedies available at law or equity (including, to the extent permitted
26 by law the FLSA), allegedly owed or available to the Class arising or reasonably flowing from the
27 allegations contained in the Complaint, and/or First Amended Complaint, against the Released
28 Parties for the Class Period (collectively referred to as the “Released Claims”). The *res judicata*

effect of the Judgment will be the same as that of the Release.

31. Released PAGA Claims

“Released PAGA Claims” means any and all claims, causes of action, and factual or legal theories that were alleged in the Complaint, and/or First Amended Complaint, or reasonably could have been alleged based on the facts and legal theories of the Complaint, and/or First Amended Complaint during the PAGA Period for civil penalties pursuant to the PAGA for Defendant’s alleged failure to: (a) pay wages including overtime, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) failure to pay all wages earned and owed upon separation from Defendant’s employ, (e) failure to provide complete, accurate or properly formatted wage statements, and (f) failure to reimburse expenses.

32. Released Parties

“Released Parties” means Defendant and all of Defendant’s current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

33. Request for Exclusion

“Request for Exclusion” means a letter setting forth a Class Member’s name, present address, and a simple statement electing to be excluded from the Settlement, attached hereto as Exhibit B.

34. Response Deadline

“Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th)

day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

35. Settlement

“Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to this Joint Stipulation of Class Action Settlement and Release of Claims.

36. Settlement Administrator

“Settlement Administrator” means the third-party company that is responsible for administering the Settlement. This Settlement Administrator is Phoenix Class Action Administration Solutions.

37. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for administration of this Settlement, currently estimated at \$8,850.00.

38. Settlement Class Members

“Settlement Class Members” means those Class Members who did not file a valid and timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

II. RECITALS

1. Class Certification

The Parties stipulate to class certification of the Settlement Class for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties shall work together in good faith to agree on a revised settlement agreement to address the Court’s concerns. If the Parties are unable to reach agreement, or the Court does not grant either preliminary or final approval of the revised settlement, the Parties agree that this stipulation regarding class certification will be revoked and the Parties will return to a point in litigation prior to the execution of this Agreement.

2. Procedural History

On April 29, 2022, Plaintiff sent the LWDA notice, via online filing, of his intent to file an action against Invitation Homes Realty California, Inc. to seek civil penalties under PAGA.

1 On June 21, 2022, Plaintiff filed a Class Action Complaint in San Bernardino County
2 Superior Court, Case No. CIV SB 2213022, namely, the Action.

3 On August 23, 2022, Plaintiff, on behalf of himself and others similarly situated, filed the
4 operative First Amended Complaint ("FAC") adding a PAGA cause of action.

5 On October 20, 2022, Plaintiff filed an Amendment to the FAC, adding Defendant in the
6 place of Doe 1.

7 On December 6, 2022, Plaintiff sent a Notice and Acknowledgment of Receipt to Defendant.
8 Defendant signed the Acknowledgment of Receipt on December 27, 2022, at which time service
9 became effective.

10 On December 7, 2022, Plaintiff dismissed Invitation Homes Realty California, Inc. from the
11 Action.

12 On January 26, 2023, Defendant removed the Action to the United States District Court for
13 the Central District of California, Case No. 5:23 cv-00146 FLA (KKx).

14 The Parties subsequently agreed to mediate Plaintiff's class and PAGA claims in the FAC.
15 The Parties began to engage in informal and formal discovery to understand the nature of the
16 allegations and the scope of potential liability. Defendant provided Plaintiff's counsel with pertinent
17 data for the Class Members, as well as relevant documents, so that the Parties could fully-investigate
18 the claims at issue and understand their strengths and weaknesses. This included timekeeping
19 records, payroll records, relevant policies and forms, and class data points.

20 On November 13, 2023, the Parties attended a full-day mediation with experienced mediator
21 Steven J. Serratore, Esq. After a full-day's mediation and subsequent further negotiations, the Parties
22 reached an agreement on November 15, 2023, as provided herein, to settle Plaintiff's claims on a
23 class-wide basis.

24 Defendant denies any liability or wrongdoing of any kind associated with the claims asserted
25 in Plaintiff's Action, disputes the damages and penalties claimed by Plaintiff, and further contends
26 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
27 representative action treatment. This Stipulation is a compromise of disputed claims. Nothing
28 contained in this Stipulation, no documents referred to herein, and no action taken to carry out this

1 Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or
2 lack thereof of the claims asserted in this Action. Defendant contends, among other things, that, at
3 all times, it has complied with all applicable state, federal and local laws related to the Class
4 Members' employment.

5 The Class Representative is represented by Class Counsel. Class Counsel conducted an
6 investigation into the facts relevant to the Action, including reviewing documents and information
7 provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel
8 are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
9 interest of the Class in light of all known facts and circumstances, including the risks of significant
10 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial
11 on the merits, and numerous potential appellate issues. Although Defendant denies liability,
12 Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly,
13 the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all
14 disputes and claims arising from or relating to the Action on the terms set forth herein.

15 **3. Benefits of Settlement to Class Members**

16 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
17 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also
18 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
19 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
20 proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in
21 response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class
22 Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter
23 into a settlement that confers substantial relief upon the members of the Class. Based on the
24 foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set
25 forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the
26 putative class in light of all known facts and circumstances, including the risk of significant delay,
27 defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate
28 issues, and other risks inherent in litigation.

1 **4. Defendant's Reasons for Settlement**

2 Defendant has concluded that any further defense of this litigation would be protracted and
3 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been
4 and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims
5 asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of further
6 litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to
7 contend that it is not liable for any of the claims set forth by Plaintiff in this Action, Defendant has
8 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to
9 rest the claims in this Lawsuit. Defendant contends that it has complied with all applicable state,
10 federal, and local laws.

11 **5. Settlement of Disputed Claims**

12 This Agreement is a compromise of disputed claims. Defendant contends that the Released
13 Class Claims and the Released PAGA Claims have no merit and do not give rise to liability. Plaintiff
14 and Settlement Class Members have claimed and continue to claim that the Released Class Claims
15 and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. This
16 Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents
17 referred to herein, and no action taken to carry out this Agreement, may be construed or used as an
18 admission by or against the Settlement Class Members or Class Counsel as to the merits or lack
19 thereof of the claims asserted in this Action.

20 **III. TERMS OF AGREEMENT**

21 **1. Release as to All Settlement Class Members**

22 As of the Effective Date, all Settlement Class Members will release the Released Parties from
23 the Released Class Claims, whether known or unknown. To be clear, the scope of this release is
24 limited to the Released Class Claims. Settlement Class Members may later discover facts or legal
25 arguments in addition to or different from those that they now know or currently believe to be true
26 with respect to the Released Class Claims. Regardless, the discovery of new facts or legal arguments
27 shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this
28 Agreement, Plaintiff and Settlement Class members shall be deemed to have, and by operation of the

1 final judgment approved by the Court, shall have, fully, finally, and forever settled and released all
2 of the Released Class Claims. The Parties understand and specifically agree that the scope of this
3 Release described in this Paragraph is a material part of the consideration for this Agreement, was
4 critical in justifying the agreed upon economic value of the Settlement and without it, Defendant
5 would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure
6 that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could
7 have been alleged based on facts, causes of action, and legal theories contained in the Action.

8 Defendant shall be entitled to a release of all Released Class Claims which occurred during
9 the Class Period only during such time that the Settlement Class Member was non-exempt, and
10 expressly excluding all other claims, including but not limited to claims for vested benefits, wrongful
11 termination, unemployment insurance, disability, social security, workers' compensation, claims
12 while classified as exempt, and claims outside of the Class Period.

13 **2. Release as to all PAGA Members**

14 As of the Effective Date, all PAGA Members will release the Released Parties from the
15 Released PAGA Claims, whether known or unknown. To be clear, the scope of this release is limited
16 to the Released PAGA Claims. PAGA Members may later discover facts or legal arguments in
17 addition to or different from those that they now know or currently believe to be true with respect to
18 the claims, causes of action, and legal theories of the Action. Regardless, the discovery of new facts
19 or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and
20 by virtue of this Agreement, Plaintiff and PAGA Members shall be deemed to have, and by operation
21 of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released
22 all of the Released PAGA Claims. The Parties understand and specifically agree that the scope of
23 this Release described in this Paragraph is a material part of the consideration for this Agreement,
24 was critical in justifying the agreed upon economic value of the Settlement and without it, Defendant
25 would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure
26 that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could
27 have been alleged based on facts, causes of action, and legal theories contained in the Action and as
28 defined in the Released Claims.

1 **3. Release of Claims by Plaintiff**

2 As of the Effective Date, Plaintiff for himself only releases the Released Parties from all of
3 the Released Claims during the Class Period. Plaintiff, for himself and his heirs, successors and
4 assigns, further waives, releases, acquits and forever discharges the Released Parties from any and
5 all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether
6 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement,
7 including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful
8 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
9 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
10 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any
11 federal, state or other governmental statute, law, regulation or ordinance, including, but not limited
12 to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the Wage
13 Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
14 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
15 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
16 Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
17 California's Whistleblower Protection Act, California Business & Professions Code §§17200 et seq.,
18 and any and all claims arising under any federal, state or other governmental statute, law, regulation
19 or ordinance.

20 Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code
21 §1542, which provides:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
24 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
25 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
27 **DEBTOR OR RELEASED PARTY.**

28 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle
and release any and all claims against the Released Parties, known or unknown, suspected or

1 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
2 this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's
3 employment with Defendant.

4 **4. Tax Liability and Medicare**

5 The Parties make no representations as to the tax treatment or legal effect of the payments
6 called for hereunder, and Settlement Class Members are not relying on any statement or
7 representation by the Parties in this regard. Settlement Class Members understand and agree that they
8 will be responsible for the payment of taxes and penalties assessed on the payments described herein
9 and will hold the Parties free and harmless from and against any claims resulting from treatment of
10 such payments as non-taxable damages, including the treatment of such payment as not subject to
11 withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon
12 a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted
13 responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b),
14 especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance
15 with both state and federal law. The Parties made every effort to adequately protect Medicare's
16 interest and incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare
17 beneficiary as of the date of this Agreement. As such, no conditional payments have been made by
18 Medicare.

19 **5. Circular 230 Disclaimer**

20 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
21 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
22 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
23 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall
24 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
25 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
26 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
27 independent legal and tax counsel for advice (including tax advice) in connection with this
28 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other

1 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
2 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
3 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
4 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
6 acknowledging party of the tax treatment or tax structure of any transaction, including any
7 transaction contemplated by this Agreement.

8 **6. Preliminary Approval of Settlement**

9 Promptly upon execution of this Agreement, Plaintiff will move the Court to grant
10 preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting
11 a date for the Final Approval Hearing. All Parties agree to work diligently and cooperatively to have
12 this Settlement presented to the Court for preliminary approval. The proposed preliminary approval
13 order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class Members
14 as specified herein.

15 **7. Settlement Administrator**

16 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
17 the Settlement Administrator with the Class Information within ten (10) business days for purposes
18 of mailing the Notice of Class Action Settlement to the Class Members. No later than three (3)
19 business days after receipt of the Class Information, the Settlement Administrator shall notify
20 counsel for the Parties that the list has been received and state the number of Class Members included
21 in the Class Information.

22 **8. Notice by First Class U.S. Mail**

23 Upon receipt of the Class Information, the Settlement Administrator will perform a search
24 based on the National Change of Address Database to update and correct any known or identifiable
25 address changes. Within thirty (30) calendar days of the Preliminary Approval Date, the Settlement
26 Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members via
27 regular First-Class U.S. Mail with a return postage-paid envelope. The Settlement Administrator
28 shall exercise its best judgment to determine the current mailing address for each Class Member,

1 including performing a skip-trace to identify any updated addresses. The address identified by the
2 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
3 address for each Class Member. A reminder postcard will be mailed out 30 days after the Class
4 Notice is mailed to Class Members.

5 **9. Undeliverable Notices**

6 Any Notice of Class Action Settlement returned to the Settlement Administrator as
7 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address
8 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
9 attempt to determine a correct address by use of skip-tracing, or other search using the name, address
10 and/or social security number of the Class Member whose notice was undeliverable, and shall then
11 re-mail all returned, undelivered mail within five (5) calendar days of receiving notice that a notice
12 was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall
13 have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of
14 re-mailing or the remaining original Response Deadline period.

15 **10. Disputes Regarding Individual Settlement Payments**

16 Class Members will have the opportunity, should they disagree with Defendant's records
17 regarding the weeks worked stated on their Notice of Class Action Settlement, to provide
18 documentation and/or an explanation to show contrary information by the Response Deadline. If
19 there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an
20 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
21 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
22 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
23 shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating
24 fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of
25 accuracy.

26 **11. Disputes Regarding Administration of Settlement**

27 Any disputes not resolved by the Settlement Administrator concerning the administration of
28 the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any

1 such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes
2 without the necessity of involving the Court.

3 **12. Requests for Exclusion**

4 The Notice of Class Action Settlement shall state that Class Members who wish to exclude
5 themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The
6 Notice will state that the Request for Exclusion: (1) must contain the name, address, and telephone
7 number of the Class Member requesting exclusion; (2) must contain a statement expressing that the
8 Class Member elects to be excluded from the Settlement; (3) must be signed by the Class Member;
9 and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement
10 Administrator at the specified address or fax number. The Request for Exclusion will be deemed
11 invalid if it does not contain a Class Member's name, address, signature, and a statement requesting
12 exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for
13 Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been
14 timely submitted. If the Settlement Administration is unsure of the validity of a Request for
15 Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a
16 determination as to its validity. Any Class Member who requests to be excluded from the Settlement
17 Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of
18 the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to
19 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
20 by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is
21 approved by the Court. No later than five (5) calendar days after the Response Deadline, the
22 Settlement Administrator shall provide counsel for the Parties with a complete list of all members of
23 the Settlement Class who have timely submitted a Request for Exclusion.

24 **13. Objections**

25 The Notice of Class Action Settlement shall state that Class Members who wish to object to
26 the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written
27 objection ("Notice of Objection") must be mailed or faxed to the Settlement Administrator by the
28 Response Deadline. The date of mailing on the envelope or the date of the fax transmission shall be

1 deemed the exclusive means for determining that a Notice of Objection was timely received. The
2 Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class
3 Member; (2) the basis for the objection; and (3) if the Class Member intends to appear at the Final
4 Approval Hearing. The Settlement Administration must provide a copy of written objections to the
5 Parties within three (3) calendar days of receipt. Class Counsel will ensure that any Notices of
6 Objection received by the Settlement Administrator by the Response Deadline are filed with the
7 Court along with the Motion for Final Approval. Either of the Parties may file a responsive document
8 to any objection at least ten (10) court days before the Final Approval Hearing. Any attorney who
9 will represent an individual objecting to this Settlement who has not filed a written objection must
10 file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no
11 later than the Response Deadline. Class Counsel shall not represent any Class Members with respect
12 to any such objections.

13 Any Class Member who fails to submit a timely written objection or to present an objection
14 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be
15 foreclosed from making any objection to the Settlement whether by appeal or otherwise.

16 An individual who submits a valid Request for Exclusion may not object to the Settlement.

17 **14. No Solicitation of Settlement Objections or Exclusions**

18 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time
19 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
20 submit either written objections to the Settlement or requests for exclusion from the Settlement, or
21 to appeal from the Court's Final Judgment.

22 **15. Funding and Allocation of Gross Settlement Fund**

23 No later than ten calendar days after the Effective Date, Defendant shall provide the Gross
24 Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this
25 Agreement, and the employer's share of payroll taxes due on the portion of the Individual Settlement
26 Payments that is allocated to wages. Defendant will not be obligated to make any payments
27 contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final
28 Judgment, and after the Effective Date of the Agreement. Within seven (7) calendar days of the

receipt of the Gross Settlement Fund, the Settlement Administrator shall make the Settlement payments as specified in this Settlement Agreement.

16. Net Settlement Fund

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Fund. The anticipated Net Settlement Fund is \$344,900. The Parties estimate the amount of the Net Settlement Fund as follows:

Gross Settlement Fund: \$ 625,000

Class Representative Service Award: \$ 15,000

Class Counsel Fees: \$ 218,750

Class Counsel Costs: \$ 25,000

PAGA Payment: \$ 12,500

Settlement Administrator Costs: \$ 8,850

Anticipated Net Settlement Fund \$ 344,900

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Fund, which includes, the Class Counsel Award, Class Representative Service Award, Individual Settlement Payments, PAGA Payment, and Settlement Administrator Costs. No portion of the Gross Settlement Fund will revert to Defendant.

Defendant's share of payroll taxes due on the portion of the Individual Settlement Payments allocated to wages, including but not limited to Defendant's FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Fund.

17. Individual Settlement Payments

Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Settlement Class Member's last known mailing address within seven (7) calendar days after Defendant makes the final settlement payment. All Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages and ninety percent

(90%) as interest and penalties.

18. Settlement Class Member's Payment Ratio

Settlement Class Members will be paid on a pro-rata basis. A Settlement Class Member's Individual Settlement Payment will be based on the number of Compensable Work Weeks during which s/he worked in proportion to the aggregate number of Compensable Work Weeks worked by all Settlement Class Members, reduced as necessary to account for the employee's mandatory payroll withholdings.

19. PAGA Member's Payment and PAGA Ratio

PAGA Members will be paid on a pro-rata basis from the PAGA Payment. A PAGA Member's Individual PAGA Payment will be based on the number of Compensable Pay Periods during which s/he worked in proportion to the aggregate number of Compensable Pay Periods worked by all PAGA Members. The Parties will seek approval from the Court for a PAGA Payment of \$12,500 out of the Gross Settlement Amount, which shall be allocated 75% ((\$9,375) to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$3,125) will be distributed to the PAGA Members to be allocated based on the number of pay periods worked as an PAGA Member during the PAGA Period.

20. Payment to Settlement Class Member and PAGA Members

Checks shall be made payable to each Settlement Class Member and/or PAGA Member for payment of each Settlement Class Member and/or PAGA Member's Individual Settlement Payment as set forth in Paragraph III.17 of this Agreement.

21. Form of Payment to Class Member

The Individual Settlement Payment amount due to each Settlement Class Member and/or PAGA Member shall be paid in the form of a check to each Settlement Class Member and/or PAGA Member.

22. Unclaimed Settlement Payment(s)

After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement

1 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed
2 Property Fund in the name of the Settlement Class Members who did not cash his/her Settlement
3 check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment
4 process of uncashed funds. If, for some reason, the Court does not approve the escheatment of
5 uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable *cy pres*
6 recipient(s).

7 **23. Class Representative Service Award**

8 Plaintiff will request that the Court approve a Class Representative Service Award of up to
9 \$15,000. The Class Representative Service Award shall be paid to Plaintiff from the Gross Settlement
10 Fund within seven (7) calendar days after Defendant provides the Gross Settlement Fund to the
11 Settlement Administrator. The Settlement Administrator shall issue an IRS Form 1099 - MISC to
12 Plaintiff for his respective Class Representative Service Award. Plaintiff shall be solely and legally
13 responsible to pay any and all applicable taxes on his Class Representative Service Award and shall
14 hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or interest
15 arising as a result of the Class Representative Service Award. The Class Representative Service
16 Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class
17 Member. Any amount requested by Plaintiff for the Class Representative Service Award and not
18 granted by the Court shall return to the Net Settlement Fund and be distributed to Settlement Class
19 Members as provided in this Agreement.

20 **24. Class Counsel Award**

21 Class Counsel will request that the Court approves attorneys' fees in the amount of up to
22 thirty-five percent (35%) of the Gross Settlement Fund. This amount is currently anticipated to be
23 \$218,750.00. Class Counsel will request that the Court approve the reimbursement of any litigation
24 costs or expenses associated with Class Counsel's prosecution of this matter from the Gross
25 Settlement Fund not to exceed \$25,000. Even in the event that the Court reduces or does not approve
26 the requested Class Counsel Award and costs, Plaintiff's Counsel shall not have the right to revoke
27 the Settlement and it will remain binding. Class Counsel shall be paid any Court-approved fees and
28 costs no later than seven (7) calendar days after Defendant provides the Gross Settlement Fund to

1 the Settlement Administrator. Class Counsel shall be solely and legally responsible to pay all
2 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall
3 issue an IRS Form 1099 - MISC to Class Counsel for the payments made pursuant to this paragraph.
4 This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
5 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and
6 not granted by the Court shall return to the Net Settlement Fund and be distributed to Settlement
7 Class Members as provided in this Agreement.

8 **25. Settlement Administrator Costs**

9 The Parties agree to allocate up to \$8,850.00 of the Gross Settlement Fund for Settlement
10 Administrator Costs. The Settlement Administrator shall have the authority and obligation to make
11 payments, credits and disbursements to Settlement Class Members in the manner set forth herein,
12 calculated in accordance with the methodology set out in this Agreement and orders of the Court.
13 The Parties agree to cooperate in the Settlement administration process and to make all reasonable
14 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

15 **26. Responsibilities of the Settlement Administrator**

16 The Settlement Administrator shall be responsible for the following: processing and mailing
17 payments to Plaintiff, Class Counsel, and Settlement Class Members; printing, and mailing the
18 Notice of Class Action Settlement and tax forms to the Settlement Class Members as directed by the
19 Court; receiving and reporting the requests for exclusion and objections submitted by Settlement
20 Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval
21 of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
22 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the
23 performance of all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant,
24 and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation
25 or distribution of the settlement payments or development of the list of recipients of settlement
26 payments.

27 **27. Settlement Administrator Fees**

28 The Settlement Administrator shall be paid the Settlement Administrator Costs within seven

(7) calendar days after Defendant provides the Gross Settlement Fund to the Settlement Administrator.

28. Payment to the LWDA

A total payment of \$12,500 from the Gross Settlement Fund will be allocated as the PAGA Payment to be paid as penalties under the Labor Code Private Attorneys General Act of 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment (\$9,375.00) will be paid to the LWDA and the remaining twenty-five (25%) (\$3,125.00) shall be included in the Net Settlement Fund distributed to PAGA Members.

29. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, the Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award; (iii) Individual Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Payment.

30. Final Approval Order

Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval Order in the form attached hereto as Exhibit C. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement.

31. Nullification of Settlement Agreement

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. To the extent the total number of opt outs exceed ten percent (10%), Defendant has the option to nullify this settlement prior to the final fairness hearing via a written notice to Plaintiff's counsel. If one or more of such events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be

1 paid by Defendant. The return of any paid Settlement funds to Defendant shall occur no later than
2 five (5) business days after one or more of the triggering events leading to nullification occurs. In
3 the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought,
4 administration of the Settlement shall be stayed pending final resolution of the appeal or other
5 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of
6 the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid
7 to the Settlement Administrator by Defendant within thirty (30) days of said notification.

8 **32. Class and PAGA Period Adjustment**

9 It is estimated that during between June 21, 2018 and October 17, 2023 (the "Data Period")
10 there were approximately 209 Class Members who worked approximately 17,610 workweeks during
11 that same period. If, during settlement administration, it turns out that the actual number of weeks in
12 which Class Members performed work during the Data Period is greater than 18,371, Defendant
13 shall, at its sole discretion, have the option of either (a) increasing the Net Settlement Fund
14 proportionally for each work week over 18,371; or (b) changing the end date of the Class Period to
15 the date on which the work weeks first exceed 18,371.

16 **33. No Effect on Employee Benefits**

17 Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement
18 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
19 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of
20 Plaintiff or Settlement Class members.

21 **34. No Admission by Defendant**

22 Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing
23 whatsoever. This Agreement is not a concession or admission, and shall not be used against
24 Defendant as an admission or indication with respect to any claim of any fault, concession, or
25 omission by Defendant.

26 **35. Exhibits and Headings**

27 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
28 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are

an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

36. Interim Stay of Proceedings

The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court. Defendant will not be obligated to file an answer to the Complaint.

37. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

38. Entire Agreement

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering in to this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

39. Authorization to Enter into Settlement Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff

represents and warrants that he is authorized to sign this Agreement and that he does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

40. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

41. California Law Governs

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

42. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

43. Jurisdiction of the Court

The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

44. Invalidity of Any Provision

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

45. Publicity

Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner

or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, website or social media post, or any other medium, with any person or entity concerning the Settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

46. No Unalleged Claims

Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, (a) are not currently aware of any unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement, (b) they have no current intention of asserting any other claims against Defendant or any of the Released Parties in any judicial or administrative forum, and (c) that they do not currently represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant or any of the Released Parties. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

47. Notice of Settlement to LWDA.

Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and Defendant has executed this Agreement as of the dates set forth below.

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1 **IT IS SO AGREED:**

2 Dated: 03 / 05 / 2024

3
4 Dated: 3/22/2024

Paul Corley

By: _____
Paul Corley

DocuSigned by:
By: *John Hule* _____
THR Property Management L.P.

5
6 **APPROVED AS TO FORM:**

7
8 DATED: March 5, 2024

SCHNEIDER WALLACE COTTRELL
KONECKY LLP

9
10
11 By: /s/ Carolyn H. Cottrell
Carolyn H. Cottrell
12 Esther L. Bylsma
13 Sandra Acosta Tello

14 Attorneys for Plaintiff
PAUL CORLEY

15
16 DATED: March 22, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

17
18
19 By: /s/ Linda Claxton
Linda Claxton
20 Isabella B. Urrea

21 Attorneys for Defendant
THR PROPERTY MANAGEMENT L.P.

EXHIBIT A

*(Exhibit to Joint Stipulation of Class Action and
Settlement Release)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

PAUL CORLEY, on behalf of himself and the
Class members,

Plaintiff,

v.

INVITATION HOMES REALTY
CALIFORNIA INC., a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO: CIVSB 2213022

Assigned to the Hon. David Cohn, Dept. S-26

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

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$625,000 to pay claims to all persons who worked as a non-exempt employee or equivalent position for Defendant THR Property Management L.P. (“Defendant”) in California (“Class Members”) at any time from June 21, 2018 through March 19, 2024 (the “Class Period”).
- The settlement resolves a lawsuit alleging that Defendant failed to pay all minimum and overtime wages due; provide compliant meal and rest periods, or premium compensation in lieu thereof;; pay all earned wages upon discharge/waiting time penalties; reimburse business expenses; unfair business practices; and issue accurate and complete itemized wage statements. The settlement also resolves the claim that Defendant’s actions also entitle Plaintiff and other Aggrieved Employees penalties under the California Private Attorney General Act (“PAGA”). The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$218,750 as attorney’s fees and \$25,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with any Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement. This is the only option that allows you to ever be part of any other lawsuit against THR Property Management L.P. about the legal claims that were brought in this case. Even if you exclude yourself, you will still be an Aggrieved Employee subject to the PAGA settlement
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 21, 2022, Plaintiff, Paul Corley ("Plaintiff"), a former employee of Defendant filed this lawsuit in the San Bernardino County Superior Court. The lawsuit alleges violations of the California Labor Code and the California Business and Professions Code. The lawsuit seeks to certify a class of all current and former employees who were employed by Defendant as a non-exempt employee or equivalent position at any time from June 21, 2018 through March 19, 2024. Specifically, the lawsuit alleges that members of the Class were not paid all minimum and overtime wages due; provided compliant meal and rest periods, or premium compensation in lieu thereof; provided safe working conditions; paid all earned wages upon discharge/waiting time penalties; reimbursed for all business expenses; and issued accurate and complete itemized wage statements. The Settlement seeks recovery of wages, liquidated damages, damages, interest, statutory and civil penalties, restitution, reimbursement, attorney's fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Carolyn H. Cottrell
Esther L. Bylsma
Sandra Acosta Tello
Schneider Wallace Cottrell
Konecky LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100

Defendant's Attorneys

Linda Claxton
Isabella B. Urrea
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all persons who worked for Defendant as a non-exempt employee or equivalent position in California at any time from June 21, 2018 through March 19, 2024. It also encompasses Aggrieved Employees composed of all persons who worked for Defendant in California as a non-exempt employee or equivalent position at any time from February 23, 2021 through March 19, 2024 (the "PAGA Period").

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$625,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will set these amounts at the Final Approval Hearing.

- (a) **Class Counsel's Attorney's Fees** in an amount set by the Court, not to exceed \$218,750.00;
- (b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$25,000.00;
- (c) **Incentive Award Payment to the Class Representative** in an amount set by the Court, not to exceed \$15,000.00 for his service in the lawsuit;
- (d) **Settlement Administration Costs** which are currently estimated to not exceed \$8,850.00, for administering the settlement; and
- (e) **PAGA Payment** in the total amount of \$12,500.00 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). Of that amount, 75% or \$9,375.00, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25%, or \$3,125.00, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Settlement Payment.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will release the Released Class Claims against THR Property Management L.P., all entities affiliated with it, and all officers, directors, representatives, owners, partner, subsidiaries, parent companies, joint venturers, clients, joint employer, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of Defendant, including but not limited to agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them ("Released Parties").

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and Aggrieved Employees, including those who opt out of the Class Settlement, will release all Released PAGA claims against the Released Parties alleged in the operative complaint.

"Released Class Claims" means any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities that have been asserted by Plaintiff, or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives arising out of any claims that were encompassed in the Action, and any claims which are based on the same factual predicate alleged in Plaintiff's Complaint and First Amended Complaint, including, but not limited to: claims for unpaid wages (including claims for minimum wage, regular wages, and overtime compensation), meal and rest periods, failure to pay or calculate proper meal and rest period premiums (including claims for failure to pay premiums and failure to pay premiums at the correct rate of pay), unreimbursed business expenses, interest, penalties (including waiting time penalties pursuant to Labor Code sections 203 and 204, pay stub penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.) ("PAGA")), claims pursuant to all of the theories of relief described

above, including but not limited to penalties relating to alleged violations of Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., and 2802, the Industrial Welfare Commission Wage Orders relating to claims for unpaid hours worked, meal periods and rest breaks, and claims under Business and Professions Code sections 17200, et seq., claims for attorneys' fees and costs, and unfair business practices. Released Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity (including, to the extent permitted by law the FLSA), allegedly owed or available to the Class arising or reasonably flowing from the allegations contained in the Complaint, and/or First Amended Complaint, against the Released Parties for the Class Period (collectively referred to as the "Released Claims").

"Released PAGA Claims" means any and all claims, causes of action, and factual or legal theories that were alleged in the Complaint, and/or First Amended Complaint, or reasonably could have been alleged based on the facts and legal theories of the Complaint, and/or First Amended Complaint during the PAGA Period for civil penalties pursuant to the PAGA for Defendant's alleged failure to: (a) pay wages including overtime, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) failure to pay all wages earned and owed upon separation from Defendant's employ, (e) failure to provide complete, accurate or properly formatted wage statements, and (f) failure to reimburse expenses. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each Settlement Class Member (those who do not opt out of the Settlement) shall receive an "Individual Settlement Payment," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form), and a PAGA portion of the Individual Settlement Payment, which is distributable to each Aggrieved Employee regardless of whether they participate in the Settlement (Aggrieved Employees will receive the PAGA portion of the Individual Settlement Payment even if they exclude themselves from the Settlement).

"Individual Settlement Payment" means the amount paid from the Net Settlement Fund to a Settlement Class Member, based upon his/her Compensable Work Weeks. As to participating Class Members, the class portion of the Individual Settlement Payment will be determined by dividing the Net Settlement Proceeds, less the \$3,125.00 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during their work for Defendant as a non-exempt employee or equivalent position during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member as a non-exempt employee or equivalent position during the Class Period.

As to the Aggrieved Employees, the PAGA portion of the Individual Settlement Payment will be determined by dividing the PAGA settlement amount (\$3,125.00) by the total number of weeks worked by all Aggrieved Employees during their work for Defendant as a non-exempt employee or equivalent position during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee as a non-exempt employee or equivalent position during the PAGA Period.

For tax purposes, the class portion of each Individual Settlement Payment will be apportioned (a) 10% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 90% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Settlement Payment will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Settlement Payments paid to Class Members and Aggrieved Employees will be

subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

Settlement Class Payment: According to the records of Defendant, you worked [REDACTED] weeks as a non-exempt employee or equivalent position in California at any time from June 21, 2018 through March 19, 2024. Based on these weeks worked, you are entitled to an Individual Settlement Payment of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

PAGA Payment: According to the records of Defendant, you worked [REDACTED] weeks as a non-exempt employee or equivalent position at any time from February 23, 2021 through March 19, 2024. Based on these weeks worked, you are entitled to a PAGA Payment Amount of approximately \$[REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2024. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [REDACTED], at 8:30 a.m., in the Courtroom of Judge David Cohn of the San Bernardino County Superior Court, Department S-26, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California, 92415-0210. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney’s fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as an incentive award payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [REDACTED]. The Settlement Administrator’s address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than [redacted].

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement except you will participate in the PAGA portion thereof and be paid a share of the PAGA settlement. With that exception, you will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than [redacted].

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Settlement Agreement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California, 92415-0210.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT B

*(Exhibit to Joint Stipulation of Class Action and
Settlement Release)*

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Paul Corley v. Invitation Homes Realty California Inc.*, San Bernardino County Superior Court Case. No. CIVSB 2213022. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I worked for Defendant THR Property Management L.P. as a non-exempt/hourly employee in California between June 21, 2018 and March 19, 2024.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

THR Property Management L.P. Claims Administrator

c/o _____

EXHIBIT C

*(Exhibit to Joint Stipulation of Class Action and
Settlement Release)*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

PAUL CORLEY, on behalf of himself and the
Class members,

Plaintiff,

vs.

INVITATION HOMES REALTY
CALIFORNIA, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB 2213022

[PROPOSED] JUDGMENT

[Assigned for all purposes to
The Honorable Joseph T Ortiz, Dept. S-17]

Action Filed: June 21, 2022
Trial Date: None

1 In accordance with, and for the reasons stated in the Order of Final Approval, final judgment
2 is hereby entered in this Action in favor of Plaintiff Paul Corley in the amount of \$625,000.00 against
3 THR Property Management L.P. (“Defendant”) (Plaintiff and Defendant collectively referred to as
4 the “Parties”). Plaintiff and all Class Members shall take nothing from Defendant, except as expressly
5 set forth in the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) attached as **Exhibit 1** to the Order on Final Approval, which is hereby incorporated by reference.

6 **IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

7 1. 1. In accordance with the Order Granting Plaintiff Paul Corley’s Unopposed
8 Motion for Final Approval of Class and PAGA Action Settlement, Class Representative Service
9 Awards, Administrator Expense Payment, Plaintiff’s Application for Attorneys’ Fees and Costs in
10 connection with final approval of Class and PAGA Action Settlement, the Court finds the
11 \$625,000.00 non-reversionary settlement fair, adequate, and reasonable and hereby enters final
12 judgment. The Court further hereby finds the Settlement was entered into in good faith pursuant to
13 and within the meaning of California Code of Civil Procedure § 877.6 and that Plaintiff has
14 satisfied the standards and applicable requirements for final approval of this Settlement under
California law, including the provisions of California Code of Civil Procedure § 382.

15 2. The Court finds that the Settlement has been reached as a result of intensive, serious
16 and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
17 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate
18 their respective positions. The Court also finds that Settlement at this time will avoid additional
19 substantial costs, as well as avoid the delay and risks that would be presented by the further
20 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the
Settlement and recognizes the significant value to the Settlement Class Members.

21 3. The Court finds that the settlement class is properly certified as a class for settlement
22 purposes only, and orders that it be certified for settlement purposes only.

23 4. The Court finds that distribution of the Notice of Settlement directed to the Class
24 Members as set forth in the Settlement has been completed in conformity with the Preliminary
25 Approval Order, including individual notice to all Class Members who could be identified through
26 reasonable effort, and the best notice practicable under the circumstances. The Notice of
27 Settlement provided due and adequate notice of the proceedings and of the matters set forth therein,
28 including the proposed Settlement, to all persons entitled to the Notice, and the Notice and its
distribution fully satisfied the requirements of due process.

1 5. The Court hereby approves the Settlement and directs the Parties to effectuate the
2 Settlement according to its terms.

3
4 6. Regarding the Settlement Class:

- 5 • This Court grants class certification and hereby certifies the following settlement class for
6 purposes of effectuating the settlement:

7 All persons who have been employed by Defendant as non-exempt employees or
8 equivalent positions, however titled, in the state of California during the Class Period
9 (or if any such person is incompetent, deceased, or unavailable due to military service,
10 the person's legal representative or successor in interest evidenced by reasonable
11 verification).

- 12 • “Class Period” refers to the period of June 21, 2018 through March 19, 2024.
- 13 • The Court hereby confirms Plaintiff Paul Corley as Class Representative, and Schneider
14 Wallace Cottrell Konecky LLP as Class Counsel in the Action.
- 15 •
- 16 • The Court finds that zero (0) members of the Settlement Class objected to the Settlement, and
17 that there are a total of 209 Class Members.
- 18 • Upon Defendant’s funding of the Gross Settlement Amount, Defendant shall receive a release
19 from all Participating Class Members of any and all claims, actions, demands, causes of
20 action, suits, debts, obligations, damages, rights or liabilities that have been asserted by
21 Plaintiff, or the Class Members or any of their respective heirs, executors, administrators,
22 beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives
23 arising out of any claims that were encompassed in the Action, and any claims which are
24 based on the same factual predicate alleged in Plaintiff’s Complaint and First Amended
25 Complaint, including, but not limited to: claims for unpaid wages (including claims for
26 minimum wage, regular wages, and overtime compensation), meal and rest periods, failure
27 to pay or calculate proper meal and rest period premiums (including claims for failure to pay
28 premiums and failure to pay premiums at the correct rate of pay), unreimbursed business
expenses, interest, penalties (including waiting time penalties pursuant to Labor Code
sections 203 and 204, pay stub penalties pursuant to Labor Code section 226, and civil
penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code
sections 2698, et seq.) ("PAGA")), claims pursuant to all of the theories of relief described

1 above, including but not limited to penalties relating to alleged violations of Labor Code
2 sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198,
3 2698, et seq., and 2802, the Industrial Welfare Commission Wage Orders relating to claims
4 for unpaid hours worked, meal periods and rest breaks, and claims under Business and
5 Professions Code sections 17200, et seq., claims for attorneys' fees and costs, and unfair
6 business practices. Released Claims include all claimed or unclaimed compensatory,
7 consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive or
8 equitable relief, and any other remedies available at law or equity (including, to the extent
9 permitted by law the FLSA), allegedly owed or available to the Class arising or reasonably
10 flowing from the allegations contained in the Complaint, and/or First Amended Complaint,
11 against the Released Parties for the Class Period (collectively referred to as the "Released
12 Claims"). The Release shall expressly exclude all other claims, including claims for vested
13 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
14 compensation, claims while classified as exempt, and claims outside of the Class Period.

- 15 • PAGA Members means all employees who worked for Defendant in the State of California
16 at any time from February 23, 2021, through March 19, 2024 (the "PAGA Period").
- 17 • Upon Defendant's payment of the Gross Settlement Amount, Defendant and the Released
18 Parties shall receive a release from the PAGA Members of any and all claims for civil
19 penalties under PAGA alleged in any of the LWDA notice letters submitted by Plaintiffs,
20 during the PAGA Period.
- 21 • "Released Parties" means Defendant and all of Defendant's current or former parent
22 companies, subsidiary companies and/or related companies, partnerships, joint ventures,
23 and/or staffing agencies, and, with respect to each of them, all of their and/or such related
24 entities' predecessors and successors, and, with respect to each such entity, all of its past,
25 present, and future employees, officers, partners, principals, directors, stockholders, owners,
26 representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the
27 trustees, administrators, fiduciaries, and insurers of such programs), and any other persons
28 acting by, through, under, or in concert with any of the persons or entities listed in this
subsection, and their successors.

3. Further, the Court hereby:

- Awards Class Counsel attorneys' fees of \$218,750.00 and litigation costs of \$25,000.00;
- Awards \$15,000.00 to Plaintiff Paul Corley as Class Representative Service Award;

- Awards \$8,850 in claims administration costs to Phoenix Class Action Administration Solutions;
- Approves the payment of \$12,500.00, allocating 75% (\$9,375.00) paid to the California Labor Workforce Development Agency and 25% (\$3,125.00) in individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

7. Pursuant to California Rule of Court 3.769(h), this Court reserves exclusive and continuing jurisdiction over this action and the Parties for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the Order of Final Approval; and (b) supervising distribution of amounts paid under this Settlement.

8. The Court hereby enters judgment in the entire Action as of the filing date of this Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order of Final Approval and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: _____

Hon. Joseph T. Ortiz
Judge of the Superior Court