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Attorneys for PLAINTIFFS
JORDAN A. SEPER and JIWAN CHHINA on behalf of
themselves and others similarly situated.

[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE

JORDAN A. SEPER and JIWAN CHHINA on
behalf of themselves and others similarly situated.

PLAINTIFF,

vs.

VITAS HEALTHCARE CORPORATION OF
CALIFORNIA, a Delaware corporation; VITAS
HEALTHCARE CORP OF CA, a business entity
unknown; VITAS HEALTH SERVICES OF
CALIFORNIA, INC., a California corporation;
and DOES 1 to 100, Inclusive.

DEFENDANTS.

Case No.: BC642857

Assigned for all purposes to the Hon. Judge
Amy D. Hogue, Dept. 7

CLASS ACTION

JOINT STIPULATION AND CLASS
ACTION SETTLEMENT

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Attorneys for Defendants
VITAS HEALTHCARE CORPORATION OF CALIFORNIA, and
VITAS HEALTH SERVICES OF CALIFORNIA, INC.

1 Subject to its terms and conditions and the approval of the Court, this Joint Stipulation and
2 Settlement Agreement (hereinafter the “Settlement Agreement” or “Agreement”) is made and entered
3 into by and among the Plaintiffs JORDAN SEPER (“SEPER”) and JIWAN CHHINA (“CHHINA”)
4 (hereinafter collectively “Named Plaintiffs”), individually and on behalf of the Settlement Class, as
5 defined herein, and Defendants VITAS HEALTHCARE CORPORATION OF CALIFORNIA; VITAS
6 HEALTHCARE CORP OF CA,¹ and VITAS HEALTH SERVICES OF CALIFORNIA, INC.
7 (hereinafter “Defendants”). Named Plaintiff and Defendants are jointly referred to in this Settlement
8 Agreement as the “Parties,” and each of them as a “Party.” The Parties agree that the entire Litigation,
9 as defined below, shall be, and hereby is, ended, settled, resolved, and concluded by agreement of
10 Defendants to pay a non-reversionary settlement in the total amount of Five Million Seven Hundred Fifty
11 Thousand Dollars (\$5,750,000.00) as provided in Section 4 below upon the terms and conditions of this
12 Settlement Agreement and for the consideration set forth herein, including but not limited to a release of
13 all claims by Named Plaintiffs and the Class Members as set forth herein.
14
15

16 **1. DEFINITIONS**

17 1.1 The term “*Agreement*” means this Settlement Agreement.

18 1.2 The term “*Attorneys’ Fees and Costs*” means the amount of attorneys’ fees and costs and
19 expenses to be requested by Class Counsel subject to Court approval in accordance with this
20 Agreement.

21 1.3 The term “*Claims Administrator*” means CPT Group, the entity agreed to by the Parties
22 subject to Court approval which will perform the duties of, among other things: (i) mailing
23 the Notice and Class Action Information Form to Class Members; (ii) performing an NCOA
24 search and skip-tracing; (iii) tracking returned Opt-Out Letters and Objections; (iv) notifying
25 the Parties regarding submitted Opt-Out Letters and Objections consistent with this
26 Agreement; (v) issuing payments consistent with this Agreement; and, (vi) issuing any

27
28 ¹ “VITAS Healthcare Corp of CA” as referenced in the Litigation and herein refers to, and is the
same entity as, “VITAS Healthcare Corporation of California.”

required tax paperwork.

1.4 The term “*Claims Period*” means the thirty (30) day time period for Settlement Class members to submit an *Opt-Out Letter*, an Objection to the Settlement, or to dispute the information listed on the Notice or Class Action Information Form.

1.5 The term “*Class Counsel*” means the following counsel who, subject to Court approval, shall act as counsel for the Settlement Class: Joseph Lavi, Esq. and Jordan Bello, Esq. of Lavi & Ebrahimi, LLP, and Zachary Crosner, Esq. and Michael Crosner, Esq. of CROSNER LEGAL, P.C.

1.6 The term “*Class Member*” or “*Settlement Class Member*” means all individuals alleged in Paragraph 39 of the Litigation who, after discovery, have been re-defined as all individuals who are or previously were employed by Defendants in the State of California as hourly non-exempt clinical field employees, including Registered Nurses (“RNs”), Licensed Vocational Nurses/Licensed Practical Nurses (“LVNs or LPNs”), Home Health Aides (“HHAs”), Patient Care Liaisons (“PCLs”), and Social Workers at any time since September 26, 2012 to May 15, 2019 and have not submitted an *Opt-Out Letter*.

1.7 The term “*Class Settlement Amount*” means the gross sum of Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000.00) which shall be the maximum sum paid by Defendants to settle this Litigation. The combined total of any Attorneys’ Fees and Costs approved by the Court, any Service Enhancement approved by the Court to the Named Plaintiff, Settlement Administration Costs approved by the Court, any payment to the State of California Labor and Workforce Development Agency (“LWDA”) pursuant to the California Private Attorneys General Act (“PAGA”), and the amounts paid to Settlement Class Members shall not exceed the Class Settlement Amount. In addition to the Class Settlement Amount, Defendants will also be responsible for their employer side of payroll taxes.

1.8 The term “*Court*” means the Superior Court of the State of California, County of Los Angeles, and any appellate court which may review any orders entered by the Court related to this Settlement.

1.9 The term “*Defendants*” means Defendants VITAS HEALTHCARE CORPORATION OF

CALIFORNIA; VITAS HEALTHCARE CORP OF CA, AND VITAS HEALTH SERVICES OF CALIFORNIA, INC.

1.10 The term “*Execution*” refers to the signing of this Agreement by all signatories hereto.

1.11 The term “*Final Judgment*” refers to the final judgment entered by the Court.

1.12 “*Final Approval Hearing*” means a hearing for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Stipulation and associated settlement pursuant to class action procedures and requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii) entering Judgment. This hearing is intended to be the final approval hearing required under California Rule of Court 3.769(a).

1.13 The term “*Litigation*” means the civil action commenced by Plaintiffs Jordan A. Seper and Jiwan Chinna on May 21, 2018 as a consolidated First Amended Complaint in the California Superior Court, County of Los Angeles, entitled *Jordan A. Seper and Jiwan Chhina on behalf of themselves and others similarly situated vs. VITAS Healthcare Corporation of California, VITAS Healthcare Corp of CA, and VITAS Health Services of California, Inc.*, Case No. BC642857. “*Litigation*” also includes each Plaintiffs’ original civil actions filed prior to the consolidated First Amended Complaint, and specifically, (1) the civil action commenced by Seper on September 26, 2016 in the in the California Superior Court, County of San Francisco, entitled *Jordan A. Seper on behalf of herself and others similarly situated vs. VITAS Healthcare Corporation of California*, Case No. CGC-16-554500, which was transferred to the Los Angeles Superior Court as Case No. BC642857, and (1) the civil action by Chhina on September 27, 2016 in the in the California Superior Court, County of San Diego, entitled *Jiwan Chhina, on behalf of himself and others similarly situated vs. VITAS Health Services of California, Inc., VITAS Healthcare Corporation of California*, Case No. 37-2016-00033978-CU-OE-CTL.

1.14 The term “*Named Plaintiff*” means each of the named plaintiffs in the Litigation, Jordan Seper and Jiwan Chhina. The Named Plaintiffs will seek to be designated as Settlement Class Representatives for the Settlement Class.

1.15 The term “*Net Settlement Amount*” means the Class Settlement Amount minus the combined

total of any attorneys' fees and costs sought to be approved by the Court, the amount for settlement administration costs sought to be approved by the Court, the Service Enhancement sought to be approved by the Court, and the payment to the LWDA pursuant to PAGA.

1.16 The term "*Notice*" means a document substantially in the form of the Notice attached hereto as Exhibit 1 which has been agreed to by the Parties and subject to Court's approval and which the Claims Administrator will mail to each Settlement Class Member explaining the terms of the Settlement, the Class Action Information Form, the Net Settlement Amount, the Opt-Out procedure, the objection procedure, and the procedure related to disputing the stated amount of workweeks during the Class Period.

1.17 The term "*Notice and Administration Costs*" or "*Settlement Administration Costs*" means the cost to compare the class list against the National Change of Address ("NCOA") database maintained by the United States Postal Service, typeset, print, and mail the Notice and Class Action Information Form to all Class Members, perform skip-tracing of returned mailings, payment of postage required to comply with this Agreement, and all other expenses, including tax reporting and fees to be paid by the Claims Administrator, necessary to administer the Settlement in accordance with this Agreement.

1.18 The term "*Opt-Out Letter*" refers to a written request to "Opt-Out" or "exclude" oneself from the Settlement sent by any Settlement Class Member who elects to be excluded from the Settlement Class. A Settlement Class Member must submit an Opt-Out letter to the Claims Administrator to exclude himself or herself from the Settlement and from the release of claims pursuant to this Settlement. Those who submit a valid and timely Opt-Out Letter will no longer be considered part of the Settlement Class after their valid and timely Opt-Out Letter is received by the Claims Administrator.

1.19 "*Order Granting Final Approval of Class Action Settlement*" shall mean the order and judgment to be entered by the Court titled "Order Granting Motion for Final Approval of Class Action Settlement" and "Judgment." The "Judgment," shall constitute approval pursuant to California Rule of Court 3.769(a).

1.20 The term "*PAGA*" means the California Private Attorneys General Act (California Labor Code

§ 2698, *et seq.*).

1.21 The term “*Parties*” means the Named Plaintiffs, the Settlement Class, and Defendants.

1.22 The term “*Released Claims*” means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs (other than those costs required to be paid pursuant to this Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are set forth herein and released, acquitted and discharged pursuant to this Agreement.

1.23 The term “*Released Parties*” means Defendants and all of their parents, subsidiaries, predecessors, successors, affiliates, and related entities, and their respective shareholders, owners, officers, directors, employees, administrators, fiduciaries, trustees, agents, partners, attorneys, insurers, and benefit plans administrators, and their respective predecessors, successors, and assigns.

1.24 The term “*Service Enhancement*” means the amount of money to be requested by Class Counsel on behalf of Named Plaintiffs, subject to Court approval, to compensate Named Plaintiffs for the efforts and risks they undertook on behalf of the settlement class.

1.25 The term “*Settlement*” means the disposition and conclusion of this entire Litigation and termination of all related claims effectuated by this Agreement.

1.26 The term “*Settlement Class*” means Plaintiffs and all Class Members who do not timely and validly exclude themselves from the class in compliance with the exclusion procedures set forth in Section 6 of this Agreement.

1.27 The term “*Settlement Class Member*” means any member of the Settlement Class.

1.28 The term “*Settlement Class Period*” means the period of time from September 26, 2012 to May 15, 2019 which is the period of time applicable to the claims being released.

1.29 The term “*Settlement Class Representative*” means Jordan Seper and Jiwan Chhina, who Class Counsel shall request be appointed by the Court as class representatives for purposes of the Settlement Class.

1.30 The term “*Settlement Disbursement Payment*” means the disbursements made by the Claims Administrator to Class Members, Class Counsel, Settlement Class Representative, LWDA, and the Claims Administrator pursuant to the Settlement within sixty (60) days of the Final

Approval Order if no appeal has been filed, or the day after the appeal is dismissed or withdrawn or the appeal is decided upholding the propriety of the settlement, whichever comes first. This date is the *Settlement Effective Date*.

2. RECITALS

2.1 On September 26, 2016, Plaintiff Jordan Seper filed suit against Defendants in the Superior Court of the State of California, County of San Francisco (*Case No. CGC-16-554500*), which was transferred to the County of Los Angeles (*Case No. BC642857*) on behalf of a class of all non-exempt hourly employees for wage and hour claims, including but not limited to, failure to pay wages for all times worked at the minimum wage rate, failure to provide meal periods, failure to authorize or permit rest periods, failure to indemnify employees for necessary expenditures, failure to provide complete and accurate wage statements, failure to timely pay all earned wages due at the time of separation of employment, and claims under the UCL.

2.2 On September 27, 2016, Plaintiff Jiwan Chhina filed suit against Defendants in the Superior Court of the State of California, County of San Diego (*Case No. 37-2016-00033978-CU-OE-CTL*) on behalf of a class of all non-exempt hourly employees for wage and hour claims, including but not limited to, failure to pay wages for all times worked at the minimum wage and overtime rates, failure to provide meal periods, failure to authorize or permit rest periods, failure to indemnify employees for necessary expenditures, failure to provide complete and accurate wage statements, failure to timely pay all earned wages due at the time of separation of employment, and claims under the UCL and PAGA.

2.3 Subsequently, on May 21, 2018, Seper and Chhina filed a consolidated First Amended Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles in which Seper's suit was pending (*Case No. BC642857*) for failure to pay wages for all times worked at the minimum wage rate, failure to provide meal periods, failure to authorize or permit rest periods, failure to indemnify employees for necessary expenditures, failure to provide complete and accurate wage statements, and failure to timely pay all earned wages due at the time of separation of employment, and claims under the UCL and PAGA. As a result, Chhina dismissed his suit against Defendants in the Superior Court of the State of

California, County of San Diego (*Case No. 37-2016-00033978-CU-OE-CTL*).

2.4 The Parties mutually agreed to focus their resources towards informal resolution of this matter via voluntary exchanges of data and information that would be necessary for a meaningful private mediation to take place. On October 25, 2018, after an extensive exchange and analysis of documents and data, the Parties attended a full-day private mediation before a well-respected and experienced wage and hour class action mediator, Mr. Steven Serratore, Esq., in Los Angeles, California, but were unable to resolve the matter. The Parties continued to negotiate through the mediator and directly. On March 15, 2019, the Parties were able to reach a settlement after the mediator made a mediator's proposal. The Parties reached Settlement in the amount of Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000.00).

2.5 Named Plaintiffs and their counsel believe this Litigation is meritorious based on applicable law or an extension thereof. Class Counsel represents that they have conducted a thorough investigation into the facts of this case, and have diligently pursued an investigation of the claims against Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendants, class certification risk, trial risk, and appellate risk.

2.6 Defendants have also actively investigated the facts surrounding the claims brought by Named Plaintiff on behalf of the putative class, and actively and aggressively defended themselves from said claims. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged. Defendants further assert that they have complied with all applicable provisions of Federal and California statutory and common law and had a good faith belief based on existing law that its practices were and are in compliance.

2.7 The entry of Final Judgment in this Litigation shall resolve all claims which were alleged in the operative Complaint filed in the Litigation, or which could have been alleged based upon the facts set forth in the operative Complaint, with the exception of any claims which might

1 be retained by Settlement Class Members who exclude themselves from the Settlement. The
2 Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary
3 and final approval of this Settlement, and to effectuate its terms.

4 2.8 Each of the forgoing Recitals are incorporated into this Agreement as if fully set forth in the
5 body of the Agreement.

6 **3. CERTIFICATION OF SETTLEMENT CLASS**

7 3.1 The Settlement Class shall consist of all individuals alleged in Paragraph 39 of the Litigation
8 who, after discovery, have been re-defined as Named Plaintiffs and all individuals who are or
9 previously were employed by Defendants in the State of California as hourly non-exempt
10 clinical field employees, including Registered Nurses (“RNs”), Licensed Vocational
11 Nurses/Licensed Practical Nurses (“LVNs or LPNs”), Home Health Aides (“HHAs”), Patient
12 Care Liaisons (“PCLs”), and Social Workers at any time since September 26, 2012 to May
13 15, 2019.

14 3.2 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class is
15 a conditional certification for settlement purposes only, and if for any reason the Court does
16 not grant final approval of the Settlement, or if final approval is not given following the appeal
17 of any order by the Court, or if for any reason the Settlement Effective Date does not occur,
18 the certification of the Settlement Class for settlement purposes shall be deemed null and void
19 without further action by the Court or any of the Parties, each Party shall retain all of their
20 respective rights and shall be returned to their relative legal positions as they existed prior to
21 execution of this Agreement, and neither this Agreement, nor any of its accompanying
22 exhibits or any orders entered by the Court in connection with this Agreement, shall be
23 admissible or used for any purpose in this Litigation or any other legal proceeding except for
24 the enforcement of same.

25 3.3 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class for
26 settlement purposes is in no way an admission by Defendants that class certification is proper
27 in any other wage and hour litigation, or any other litigation, against Defendants.
28

1 **4. TERMS OF SETTLEMENT**

2 4.1 Subject to the other terms and conditions of this Agreement, and in consideration of the
3 contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to
4 Court approval, the Parties agree that the Class Settlement Amount shall be Five Million
5 Seven Hundred Fifty Thousand Dollars (\$5,750,000.00).

6 4.2 Except for those potential Settlement Class Members who Opt-Out from the Settlement, all
7 members of the Settlement Class shall be assigned a respective individual Settlement Amount
8 which will be calculated by dividing the Net Settlement Amount among all Settlement Class
9 Members based on all Settlement Class Members' number of workweeks worked during the
10 applicable Class Period, as follows: The Claims Administrator will calculate each Settlement
11 Class Member's *pro rata* share of the Net Settlement Amount by dividing the total number of
12 weeks actually worked by each Settlement Class Member during the Class Period by the total
13 workweeks worked by all Settlement Class Members during the Class Period while employed
14 by one or both Defendants. The workweeks for Class Members who Opt-Out will be excluded
15 from the total workweeks amount when calculating Class Members' *pro rata* shares. Each
16 individual Settlement Class Member will be issued payment by check for his/her *pro rata* share
17 of the Net Settlement Amount. This is a no-claims made and non-reversionary settlement.

18 4.3 Class Counsel may request that, subject to Court approval, each Settlement Class
19 Representative be paid a maximum Service Enhancement of up to Fifteen Thousand Dollars
20 (\$15,000.00), which shall be paid from the Class Settlement Amount. Defendants will not
21 oppose Class Counsels' request for said Service Enhancement for each Named Plaintiff. In
22 the event the Court does not award the full requested Service Enhancement the remainder
23 shall be re-distributed on a *pro rata* basis to all participating Settlement Class Members. The
24 Settlement Class Representatives agree to assume the responsibility of remitting to the Internal
25 Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority
26 the amounts required by law, if any, to be withheld by Defendants from the Service
27 Enhancement paid under this Agreement. The Settlement Class Representatives assume full
28 responsibility for paying all taxes, federal and state, if any, due as a result of the Service

Enhancement and agrees to indemnify Defendants for any such taxes owed by them.

4.4 Class Counsel shall apply to the Court for an award of Attorney's Fees and Costs, which shall be paid from the Class Settlement Amount. Defendants will not oppose Class Counsel's application for an award of Attorney's Fees in an amount equal to one-third (33.33%) of the Class Settlement Amount comprising a maximum of One Million Nine Hundred Sixteen Thousand Six Hundred Sixty Six Dollars (\$1,916,666) plus Costs not to exceed Twenty Five Thousand Dollars (\$25,000). In the event the Court does not award the full requested Attorney's Fees or Costs, the remainder(s) shall be re-distributed on a *pro rata* basis to all participating Settlement Class Members. Class Counsel assumes full responsibility for paying all taxes, federal and state, if any, due as a result of any awarded attorney's fees and costs and agrees to indemnify Defendants for any such taxes owed by them.

4.4.1. The Parties agree that the Court's approval or denial of any request for Attorney's Fees and Costs or the Named Plaintiff's Service Enhancement are not conditions to this Agreement, and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Class Counsel of an award for Attorney's Fees and Costs or for Service Enhancement shall not operate to terminate or cancel this Agreement. However, Class Counsel retains the right to file an appeal in the event the Court reduces and/or denies the requested Attorneys' Fees and/or Named Plaintiff's Service Enhancement.

4.4.2. Class Counsel agree that they are responsible for allocating the Attorney's Fees and Costs approved by the Court among themselves and any other counsel representing Class Members that may have any other agreement with them. If a lien is asserted, the Claims Administrator will tender the Attorney's Fees and Cost award to the Court and shall thereafter be released from any claim related to those payments. Class Counsel warrant and represent that there are no liens on the amounts to be paid pursuant to the terms of this Agreement and that no assignments of the claims to be released or the Attorney's Fees and Costs to be paid pursuant to this agreement have been made or

attempted. Class Counsel agrees to defend, indemnify and hold harmless Defendants from any liability resulting from a breach of these representations and/or any lien or assignment.

4.5 The Parties agree that, subject to Court approval, payment to the Claims Administrator shall not exceed Thirty Two Thousand Dollars (\$32,000.00). The Claims Administration Costs shall be paid from the Class Settlement Amount. In the event the Settlement Effective Date does not occur, any portion of the Settlement Administration Costs already incurred by the Claims Administrator shall be allocated so that Class Counsel and Defendants will each be responsible for one-half of said expenses. The Claims Administrator shall regularly and accurately report to the Parties, in written form when requested, on the substance of the work performed. To the extent that the Claims Administrator Costs exceed Thirty Two Thousand Dollars (\$32,000.00) and are approved by the Court, any additional amount will be deducted from the Class Settlement Amount.

4.6 The Parties agree that the individual amounts paid to Settlement Class Members from the Net Settlement Amount shall be correctly and appropriately allocated as follows: 20% allocated to wages and shall be characterized as W-2 income; 40% allocated to penalties, and 40% allocated to interest, such that the 80% allocated to penalties and interest shall be characterized as 1099 income. The Parties understand and agree that Defendants, Plaintiffs, Defense Counsel and Class Counsel are not providing tax or legal advice, or making representations regarding tax obligations or consequences, if any, related to this Agreement, and that the Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from Defendants, Plaintiffs, Defense Counsel and Class Counsel in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Class Member assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Defendants harmless for the payment of such taxes, any failure to withhold, and any penalties associated therewith.

1 4.7 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
2 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
4 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
6 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
7 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
8 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
9 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
10 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
11 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
12 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
13 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
14 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER
15 PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
16 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
17 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
18 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3)
19 NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY
20 LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
21 ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
22 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
23 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
24 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
25 THIS AGREEMENT.

26 4.8 Defendants, Counsel for Defendants, Plaintiffs and Class Counsel make no representation as
27 to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and
28 Participating Class Members are not relying on any statement, representation, or calculation

by Defendants, Defense counsel, Plaintiff, Class Counsel or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that except for Defendants' payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

4.9 Defendants' share of any employer-side payroll taxes allocated to the payment of wages will be calculated based on the portion allocated to the payment of wages and paid separately from the Class Settlement Amount. The Claims Administrator will calculate the taxes owed and provide this information to Defendants for payment directly to the appropriate taxing authority(ies).

4.10 The Parties agree to allocate Ten Thousand Dollars (\$10,000.00) towards PAGA penalties. Of this penalty allocation, seventy-five percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500.00), will be paid to the State of California LWDA. The remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars (\$2,500.00), will be distributed on a *pro rata* basis to participating Settlement Class Members. The Claims Administrator shall issue and mail a check to the State of California LWDA. The allocated PAGA penalties shall be paid from the Class Settlement Amount. Should the Court deem that additional PAGA penalties need to be allocated the Parties agree to revise the allocated PAGA penalties amount as deemed necessary, the funds of which shall be paid from the Class Settlement Amount.

4.11 The payments made to the Settlement Class Members pursuant to this Agreement are not being made for any other purpose and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefit, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement or Agreement.

Checks issued to the Settlement Class Members pursuant to this Agreement shall remain negotiable for a period of one hundred eighty (180) days from the date of mailing by the Claims Administrator. Thereafter, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of

California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property.

5. NOTICE OF THE SETTLEMENT AND CLASS ACTION INFORMATION FORM

5.1 Within twenty-one (21) business days after the Court grants preliminary approval of this Settlement, Defendants shall provide to the Claims Administrator a list of all Class Members, including the following information/data in a Microsoft Excel spreadsheet: 1) full name; 2) last known home mailing address; 3) social security number; 4) dates of employment in a class position; and 5) workweeks worked in a class position during the Class Period in order for the Claims Administrator to be able to calculate each Settlement Class Member's respective settlement share (hereinafter the "*Class List*"). The Class List shall be based on the data kept in the ordinary course of business in Defendants' business records. The Parties agree that the contents of the Class List are confidential and shall not be shared with third parties. The Claims Administrator shall immediately provide Class Counsel and Defendants' counsel with the name and contact information of any Class Member who files an "objection," or returns an Opt-Out Form.

5.2 Subject to Court approval, a "Notice" substantially in the form attached as Exhibit 1 shall be sent by the Claims Administrator to all Class Members by first class mail. The Notice shall describe the claims process, the Class Action Information Form, the Opt-Out process, the objection process, and the process by which the settlement, distribution amount, class member contact information and eligibility can be disputed, and the date set by the Court for a hearing on Final Approval of the Settlement. The Notice (at the top of the Class Action Information Form) shall also include the amount of each Class Member's workweeks within the Class Period and the estimated recovery for each Class Member. Said estimate shall be calculated by the Claims Administrator from the Class List Data showing the workweeks actually worked by each Class Member during the Class Period.

5.3 Prior to mailing the Notice, the Claims Administrator shall process the Class List against the National Change of Address ("NCOA") Database maintained by the United States Postal

1 Service (“USPS”). It shall be conclusively presumed that if the Notice is not returned as
2 “undeliverable,” the Settlement Class Member received the Notice Packet. With respect to
3 Notice Packets that are returned as undeliverable, if a forwarding address is provided by the
4 USPS, the Claims Administrator shall re-mail the Notice within three (3) business days. If a
5 Notice is “undeliverable” and no forwarding address is provided, the Claims Administrator
6 shall employ a more substantive skip-tracing procedure in order to obtain updated address
7 information and shall re-mail the Notice to those Settlement Class Members whom a new
8 address is located. All re-mailings to skip-traced Settlement Class Members shall be
9 performed periodically during the claims filing period and must be completed no later than
10 ten (10) days prior to the Claims Period deadline. If the Notice is returned after skip-tracing
11 and re-mailing occurs, there shall be no further skip-tracing and it shall be presumed that the
12 Settlement Class Member cannot be located.

13 5.4 Any Settlement Class Member who disagrees with the amount of the workweeks indicated for
14 that Class Member shall give written notice to the Settlement Administrator to indicate and
15 explain such disagreement before payment of the Settlement Payment. The Settlement
16 Administrator may confer with Counsel for Defendants and Class Counsel in an attempt to
17 resolve the disagreement with the Settlement Class Member and may request that Defendants
18 review any materials submitted by the Settlement Class Member, as well as Defendants’
19 personnel or time records regarding a Settlement Class Member’s Settlement Payment.
20 Defendants will, in good faith, review and evaluate any such materials and, after review and
21 evaluation of such materials, determine whether an additional Settlement Payment is due. The
22 decision of the Settlement Administrator shall be binding.

23 6. OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS

24 6.1 The Notice shall set a date of thirty (30) calendar days from the date on which it is mailed as
25 the deadline by which members of the Settlement Class may submit their Opt-Out Letter,
26 objection to the Settlement, change of contact information or dispute related to the calculated
27 workweeks. No Opt-Out requests or objections will be honored if postmarked after the Claims
28 Deadline. All Opt-Out Letters shall be sent to the Claims Administrator only. All Objections

1 shall be sent to the Claims Administrator only. If a Settlement Class Member mistakenly
2 sends an Opt-Out Letter to Class Counsel, or to Counsel for Defendants, the respective party
3 will forward the documents, including the mailing envelope evidencing the postmark date, as
4 soon as possible to the Claims Administrator.

5 6.2 Each Settlement Class Member who does not Opt-Out of the Settlement shall be entitled to
6 their respective share of the Settlement upon the Order Granting Final Approval of Class
7 Action Settlement. The amount that each Settlement Class Member is eligible to receive under
8 this Settlement shall be determined in accordance with the formula set forth in this agreement.

9 6.3 As soon as practicable following the close of the Opt-Out Period, and in all events no later
10 than 10 days after the close of the Opt-Out Period, the Settlement Administrator will provide
11 Class Counsel and Counsel for Defendants with a declaration for the Litigation attesting to
12 completion of the notice process set forth herein, including an explanation of efforts to re-
13 send undeliverable notices returned with forwarding addresses. However, the claims and opt-
14 out period shall not be extended beyond the thirty (30) days discussed herein.

15 6.4 The Settlement Administrator will stamp the date received, and if received by United States
16 First Class Mail, also the postmark date, on the original of any Information Form or Request
17 For Exclusion it receives. The Settlement Administrator shall provide Class Counsel and
18 Counsel for Defendants with weekly reports regarding the Information Forms received,
19 Requests for Exclusion received, Objections to the Class Action Settlement received, or any
20 discrepancy notices received regarding the amounts owed or the time periods worked by the
21 Class Members along with copies of such documents. Within five (5) days after the end of
22 the Opt-Out Period, the Settlement Administrator shall immediately send to Class Counsel
23 and Defense Counsel either by e-mail and/or overnight delivery a declaration listing the total
24 number of Requests for Exclusion the names of each Class Member requesting an Opt-Out,
25 and objections.

26 6.5 Defendants will provide the Claims Administrator with sufficient funds via wire transfer to
27 pay the Class Settlement Amount within sixty (60) days of the Settlement Effective Date. The
28 Claims Administrator shall then disburse the funds as approved per this Agreement.

1 6.6 Five (5) days before the Settlement Distribution, Class Counsel shall deliver to the Claims
2 Administrator written instructions signed by Class Counsel that describe the manner and mode
3 of payment of such attorneys' fees and costs (and, in the absence of such instructions, such
4 attorneys' fees and costs shall be sent by U.S. Mail), and a fully-executed Form W-9 with
5 respect to the entity to whom the attorneys' fees and costs shall be paid. The Claims
6 Administrator will issue to Class Counsel an IRS Form 1099 for such amounts paid for
7 attorneys' fees under this Settlement.

8 6.7 Opt-Out Letters.

9 6.7.1. A Settlement Class Member who wishes to Opt-Out from this Settlement, and from
10 the release of claims pursuant to this Settlement, shall submit an "Opt-Out Letter"
11 directly to the Claims Administrator. The written Request for Exclusion must: (1)
12 explicitly and unambiguously state the following statement or similar statement: "I
13 wish to exclude myself from the settlement reached in the matter of Seper vs. Vitas. I
14 understand by excluding myself, I will not receive any money from the settlement
15 reached in this matter."; (2) contain the name, address, and the last four digits of the
16 Social Security number of the person requesting exclusion; (3) be signed by the Class
17 Member; and (4) be postmarked or fax stamped by the Response Deadline and
18 returned to the Settlement Administrator at the specified address stated in the Notice
19 Packet. The Request for Exclusion will not be valid if it is not timely submitted, if it
20 is not signed by the Class Member, or if it does not contain the name, and address of
21 the Class Member. The date of the postmark on the return mailing envelope on the
22 request for exclusion shall be the exclusive means used to determine whether the
23 Request for Exclusion was timely submitted. Any Class Member who requests to be
24 excluded from the Settlement Class will not be entitled to any recovery under the
25 Settlement and will not be bound by the terms of the Settlement or have any right to
26 object, appeal, or comment thereon. Class Members who fail to submit a valid and
27 timely written request for exclusion on or before the Response Deadline shall be bound
28 by all terms of the Settlement and any final judgment entered in this Action if the

1 Settlement is approved by the Court. To be timely it must be postmarked by the date
2 indicated in the Notice, which shall be thirty (30) calendar days after the Notice is first
3 mailed to the Settlement Class Members.

4 6.7.2. A Settlement Class Member who submits an Opt-Out Letter is not eligible to recover
5 a share of the Net Settlement Amount.

6 6.7.3. The Claims Administrator shall maintain a list of persons who have excluded
7 themselves and shall include the names of the Class Members that Opt-Out in his/her
8 declaration pursuant to the Court Order. The Claims Administrator shall retain the
9 originals of all Opt-Out Letters (including the envelopes with the postmarks) received,
10 and shall make copies or the originals available to Counsel for Defendants or Class
11 Counsel upon request.

12 6.8 Objection to Settlement. A Settlement Class Member, who has not opted-out of the
13 Settlement, who wishes to object to the Settlement must notify the Claims Administrator of
14 his or her objection, in writing, on or before the date which is thirty (30) calendar days after
15 the Notice is first mailed to Settlement Class Members. The objection must state the
16 Settlement Class Member's (i) full legal name, home address, telephone number, last four
17 digits of his or her social security number (for identity verification purposes); (ii) the words
18 "Notice of Objection" or "Formal Objection;" in clear and concise terms; (iii) the legal and
19 factual arguments supporting the objection; and (iv) a list identifying the witness(es) the
20 objector may call to testify at the Final Approval Hearing and true and correct copies of any
21 exhibit(s) the objector intends to offer. A Settlement Class Member may also appear at the
22 Final Approval hearing, either in person or through his or her own attorney, if he or she wishes
23 to object to the Settlement. Instructions regarding how to object are found in the Notice (see
24 Exhibit 1). Any Settlement Class Member who Opts-Out of the Settlement shall not have
25 standing to object to the Settlement or appear at the Final Approval hearing.

26 6.9 In the event that Final Approval of this Settlement Agreement is not granted by the Court,
27 neither the Settlement Agreement, nor any documents related to this Settlement or
28 negotiations leading to the Settlement may be used as evidence for any purpose, and

Defendants shall retain the right to challenge all claims and allegations in the Litigation, including filing a motion for decertification, and assert all applicable defenses, and conditional certification shall be deemed withdrawn.

6.10 Should the Court decline to approve this Agreement in any material respect, except for approval of the award of Class Counsel's Attorney Fees and Costs or the Settlement Class Representative's Service Enhancement, Defendants shall have no obligation to make any payment under this Agreement, and in the event that Defendants have made any such payment, such monies shall be returned promptly by the Claims Administrator to Defendants (minus Defendants' one-half share of any Administration Costs already reasonably incurred by the Claims Administrator; the other one-half share of any Administration Costs to be paid by Class Counsel).

7. COMPREHENSIVE WAIVER AND RELEASE

7.1 Subject to final approval by the Court of the Settlement and upon the Settlement Effective Date, Named Plaintiffs and Settlement Class Members, other than those who submit timely and valid Opt-Out Letters (collectively, "*Releasing Settlement Class Members*"), will be deemed to have, and by operation of the Order of Final Approval will have, expressly and irrevocably released, acquitted, and forever discharged Defendants and all of their parents, subsidiaries, predecessors, successors, affiliates, and related entities, and their respective shareholders, owners, officers, directors, employees, administrators, fiduciaries, trustees, agents, partners, attorneys, insurers, and benefit plans administrators, and their respective predecessors, successors, and assigns (collectively referred to as the "*Released Parties*") from any and all claims, rights, penalties, demands, damages, debts, accounts, duties, costs (other than those costs required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, liabilities, or causes of action of any nature or description, including any such claims, whether known or unknown, that were alleged in the Class Action Complaint or which could have been alleged based upon the facts set forth in the Class Action Complaint ("*Released Claims*"), including but not limited to claims under California Labor Code sections for 1) failure to provide minimum and regular wages, 2) failure

1 to provide overtime wages, 3) failure to provide any and all meal breaks, 4) failure to provide
2 any and all rest breaks, 5) failure to indemnify for necessary expenditures, including cell
3 phone and mileage reimbursements, 6) failure to provide accurate itemized wage statements,
4 7) failure to timely pay unpaid wages upon separation of employment, 8) violation of the
5 applicable Business and Professions Code sections 17200-17208, *et seq.* for unfair business
6 practices as to said claims, 9) civil penalties brought under the Labor Code Private Attorneys
7 General Act of 2004 (Labor Code Section 2698 *et seq.*), and claims for declaratory relief,
8 accounting, injunctive relief, and any other benefit claimed on account of the facts and claims
9 which are alleged or reasonably could have been alleged based on the facts and claims asserted
10 in the Complaint filed in this Litigation. The Releasing Settlement Class Members will be
11 deemed to have specifically acknowledged that this Release reflects a compromise of disputed
12 claims.

13 7.1.1. With regard to the Released Claims, the Releasing Settlement Class Members also
14 waive and release all claims for attorneys' fees and costs incurred by Releasing
15 Settlement Class Members or by Class Counsel in connection with the Litigation and
16 the Settlement of the Litigation.

17 7.1.1.1. As a material term of this Agreement, Named Plaintiffs Seper and Chhina,
18 hereby agree to release Defendants and the Released Parties as of the
19 Effective Date of this Agreement of all of their rights under Section 1542 of
20 the Civil Code of the State of California as to any claims, demands,
21 obligations, causes of action, rights, or liabilities of any kind which have been
22 or could have been asserted against Defendant and Released Parties. Section
23 1542 provides as follows:

24 A general release does not extend to claims which the creditor or releasing
25 party does not know or suspect to exist in his or her favor at the time of
26 executing this release and that, if known by him or her, would have materially
27 affected his or her settlement with the debtor or releasing party.
28

8. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

8.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of an order granting Preliminary Approval of the Settlement, substantially in the following form:

8.1.1. Scheduling a Preliminary Approval hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the proposed Settlement Class;

8.1.2. Approving as to form and content the proposed “Notice;”

8.1.3. Directing the mailing of the Notice including the Information Form by first class mail to the Settlement Class Member through the Claims Administrator;

8.1.4. Preliminarily approving the Settlement; and

8.1.5. Approving Joseph Lavi, Esq. and Jordan Bello, Esq. of Lavi & Ebrahimian, LLP and Zachary Crosner, Esq. and Michael Crosner, Esq. of CROSNER LEGAL, P.C as Class Counsel, approving Jordan Seper and Jiwan Chhina as Settlement Class Representative, approving the PAGA portion of the Settlement, and approving CPT Group as the Claims Administrator.

8.2 Defendants and their counsel shall cooperate with Class Counsel as necessary to obtain preliminary approval and final approval.

9. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

9.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a proposed Final Judgment. The proposed Final Judgment shall:

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

9.1.2. Approve an award of attorneys’ fees and reimbursement of costs to Class Counsel;

9.1.3. Approve any Service Enhancement to the Settlement Class Representative;

9.1.4. Certify the Settlement Class for settlement purposes in accordance with this Agreement; and,

9.1.5. Permanently bar the Settlement Class Representative, and all Releasing Settlement Class Members from further prosecuting any of the Released Claims against

Defendants, their affiliates and subsidiaries, and each of them.

9.2 Defendants and their counsel shall cooperate with Class Counsel as necessary to obtain final approval and the Court's final judgment.

10. MUTUAL FULL COOPERATION

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

10.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

11. STATEMENT OF NO ADMISSION

11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants, and Defendants deny liability therefor. Nor shall this Agreement constitute an admission by Defendants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission with regards to the validity of any of Defendants' defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

11.2 This Agreement, and all related documents, and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this

Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, including any wage and hour or other litigation against Defendants, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

11.3 The Notice, Opt-Out Letters, and any other evidence produced or created by any Settlement Class Member in connection with the claims procedures pursuant to this Settlement, and any actions taken by Defendants in response to such Opt-Out Letters, the calculations by the Claims Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

11.4 In the event that this Agreement is not approved by the Court, any appellate court, or otherwise fails to become effective and enforceable, or is terminated, Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

12. VOIDING THE AGREEMENT

12.1 If (a) the Court should for any reason fail to certify a class for settlement, or (b) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorney's fees, costs and Service Enhancements), or (c) the Court should for any reason fail to enter Final Approval resolving and ending the entire Litigation, or (d) the Court should fail to finally resolve the entire Litigation by allowing new parties and/or claims in the Litigation after entering Final Approval, or (e) the Final Approval Order is reversed, modified, or declared or rendered void, then the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage and hour, or other litigation against Defendants.

12.2 In the event that the Court does not approve the Attorney's Fees and Costs in the amount

requested by Class Counsel, or in the event that the Attorney's Fees and Costs requested by Class Counsel is reduced, that finding shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Any increase of Attorney's Fees and/or Costs shall be paid out of the Class Settlement Amount. Class Counsel retains their right to appeal any decision by the Court regarding the Attorney's Fees and Costs.

13. PARTIES' AUTHORITY

13.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

14. NO PRIOR ASSIGNMENTS

14.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

15. NOTICES

15.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (iii) the third business day after mailing by United States registered or certified mail, return receipt requested. All notices given under this Agreement shall be addressed as follows:

15.1.1. To the Class:

Joseph Lavi, Esq. (State Bar No. 209776)
jlavi@lelawfirm.com
Jordan D. Bello, Esq. (State Bar No. 243190)
jbello@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Zachary Crosner, Esq. (State Bar No. 272295)
zach@crosnerlegal.com

Michael Crosner, Esq. (State Bar No. 41299)
mike@crosnerlegal.com
CROSNER LEGAL, P.C.
433 N Camden Dr., Ste. 400
Beverly Hills, CA 90210
Phone: (310) 496-5818
Fax: (310) 510-6429

15.1.2. To Defendants:

Gregory S. Glazer, Esq.
Ferry Lopez, Esq.
HIRSHCFELD KRAEMER, LLP
233 Wilshire Blvd., Suite 600
Santa Monica, California 90401
Telephone: 310-255-0705
Facsimile: 310-255-0986

16. CONFIDENTIALITY

16.1 Any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for preliminary approval, shall remain strictly confidential, unless otherwise agreed to by the Parties or unless otherwise ordered by the Court.

16.2 Plaintiffs agree not to issue a press release, or post anything on a website or any form of social media including Defendants' names, and/or to advertise any terms of the settlement through written, recorded or other electronic communications, at any time. Plaintiffs further agree that if contacted regarding this case, they will only state that the lawsuit exists and has been resolved. This provision shall not prohibit class counsel from communicating with Class Members after preliminary approval is granted.

17. MISCELLANEOUS PROVISIONS

17.1 Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any

party or her or his counsel participated in the drafting of this Agreement.

17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.

17.3 Modification. This Settlement may not be changed, altered, or modified, except in a writing signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

17.4 Integration Clause. This Agreement, the Exhibit hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

17.5 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

17.6 Class Counsel and Settlement Class Representative Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will provide all Settlement Class Members with a summary of the Settlement, and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit an Opt-Out Letter, the Notice shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.

17.7 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction

Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

17.8 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

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.

Dated: June 1, 2019

By: Jordan A. Seper

Jordan A. Seper

On behalf of herself, as Plaintiff, and the Class

Dated: _____

By: _____

Jiwan Chhina

On behalf of himself, as Plaintiff, and the Class

VITAS HEALTHCARE CORPORATION OF
CALIFORNIA

Dated: _____

By: _____

VITAS HEALTH SERVICES OF CALIFORNIA,
INC.

Dated: _____

By: _____

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Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

17.8 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

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.

Dated: _____

By: _____

Jordan A. Seper
On behalf of herself, as Plaintiff, and the Class

Dated: 05/24/2019

By:  _____

Jiwan Chhina
On behalf of himself, as Plaintiff, and the Class

VITAS HEALTHCARE CORPORATION OF
CALIFORNIA

Dated: _____

By: _____

VITAS HEALTH SERVICES OF CALIFORNIA,
INC.

Dated: _____

By: _____

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1 Act, and in any number of counterparts, and when each party has signed and delivered at least
2 one such counterpart, each counterpart shall be deemed an original, and, when taken together
3 with other signed counterparts, shall constitute one and the same Agreement, which shall be
4 binding upon and effective as to all Parties.

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6 choice of law or conflicts of law principles or provisions.

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

9
10 Dated: _____

By: _____

Jordan A. Seper

On behalf of herself, as Plaintiff, and the Class

11
12 Dated: _____

By: _____

Jiwan Chhina

On behalf of himself, as Plaintiff, and the Class

13
14
15
16 VITAS HEALTHCARE CORPORATION OF
17 CALIFORNIA

18 Dated: 5/31/19

19 By:  Nicholas Westfall, CEO

20 VITAS HEALTH SERVICES OF CALIFORNIA,
21 INC.

22 Dated: 5/31/19

23 By:  Nicholas Westfall, CEO

24 ///

25 ///

26 ///

1 APPROVED AS TO FORM

2 Dated: June 10, 2019

3
4
5 By: 

Joseph Lavi, Esq.

Jordan D. Bello, Esq.

Attorneys for Plaintiff JORDAN A. SEPER
and other Class Members

6
7
8 Dated: _____

9
10 By: _____

Zachary M. Crosner, Esq.

Attorneys for Plaintiff JIWAN CHHINA, and
other Class Members

11
12
13 Dated: _____

14
15 By: _____

Gregory S. Glazer, Esq.

Ferry Lopez, Esq.

Attorneys for Defendants VITAS
HEALTHCARE CORPORATION OF
CALIFORNIA AND VITAS HEALTH
SERVICES OF CALIFORNIA, INC.

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APPROVED AS TO FORM

Dated: _____

By: _____

Joseph Lavi, Esq.
Jordan D. Bello, Esq.
Attorneys for Plaintiff JORDAN A. SEPER
and other Class Members

Dated: 05 / 23 / 2019

By: _____

Zachary M. Crosner, Esq.
Attorneys for Plaintiff JIWAN CHHINA, and
other Class Members

Dated: 6/14/19

By: _____

Gregory S. Glazer, Esq.
Ferry Lopez, Esq.
Attorneys for Defendants VITAS
HEALTHCARE CORPORATION OF
CALIFORNIA AND VITAS HEALTH
SERVICES OF CALIFORNIA, INC.

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

A class action settlement will affect your rights if you worked for Vitas Healthcare Corporation of California, Vitas Healthcare Corp of CA, or Vitas Health Services of California, Inc. in California any time from September 26, 2012 to May 15, 2019 as an hourly non-exempt clinical field employee, including Registered Nurses, Licensed Vocational Nurses/Licensed Practical Nurses, Home Health Aides, Patient Care Liaisons, and Social Workers.

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

- Jordan Seper and Jiwan Chhina (“Plaintiffs”) filed a class action lawsuit against Vitas Healthcare Corporation of California, Vitas Healthcare Corp of CA, and Vitas Health Services of California, Inc. (“Defendants”) on behalf of themselves and other non-exempt employees. The lawsuit is entitled Jordan A. Seper and Jiwan Chhina, on behalf of themselves and others similarly situated, Plaintiff vs. Vitas Healthcare Corporation of California, a Delaware corporation; Vitas Healthcare Corp of CA, a business entity unknown; Vitas Health Services of California, Inc., a California corporation; and DOES 1 to 100, Inclusive, Defendants, Los Angeles Superior Court Case No. BC642857 and alleges the following claims: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194, 1197, 1198 and Wage Order 5; (2) failure to pay overtime wages for all overtime hours worked in violation of Labor Code sections 510, 1194, 1198 and Wage Order 5; (3) failure to provide meal periods in compliance with Labor Code sections 226.7, 512, 1198 and Wage Order 5; (4) failure to provide rest periods in compliance with Labor Code sections 226.7, 1198 and Wage Order 5; (5) failure to indemnify employees for necessary expenditures in violation of Labor Code section 2802; (6) failure to provide complete and accurate wage statements in violation of Labor Code section 226; (7) failure to timely pay final wages after separation of employment in violation of Labor Code section 201 and 202; (8) unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (5) liability for civil penalties pursuant to the Private Attorney General Act of 2004, Labor Code sections 2698, et seq. (“Class Action Complaint”).
- Plaintiffs, on behalf of the Class, and the Defendants have entered into a settlement agreement, which is subject to court approval. The Court in charge of this case has preliminarily approved the settlement. The Court still has to decide whether to grant final approval of the settlement. Payments will be made only if the Court grants final approval of the settlement and after any appeals are resolved.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your rights and options – and the deadlines to exercise them – are explained in this notice.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- Your settlement payment is based on the number of workweeks you worked for Defendants in California any time from September 26, 2012 to May 15, 2019 as an hourly non-exempt clinical field employee, including Registered Nurses, Licensed Vocational Nurses/Licensed Practical Nurses, Home Health Aides, Patient Care Liaisons, and Social Workers.
- **Number of Workweeks Credited to You:** You have been credited with working [MERGED] workweeks for Defendants from September 26, 2012 to May 15, 2019 for purposes of calculating your settlement payment. If you dispute the number of workweeks credited to you, see Section 26 below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING

By doing nothing, you will get a payment. But, you give up any rights to bring your own lawsuit against the Defendants about the same legal claims in this lawsuit. See Section 15 below.

EXCLUDE YOURSELF	By asking to be excluded from the settlement, you will not receive a settlement payment. But, you keep any rights you may have to file a separate lawsuit against Defendants about the same legal claims in this lawsuit. See Section 12 below.
OBJECT	Write to the Court about why you don't agree with the settlement. The Court may or may not agree with your objection. If you object, you will still receive a payment and give up any rights to sue for the legal claims in this lawsuit. See Section 13 below.
SUBMIT A DATA DISPUTE	Dispute the number of workweeks listed on the Allocation Form mailed with this notice. If you dispute the number of workweeks credited to you, you will still receive a payment and give up any rights to sue for the Released Claims. See Section 26 below.

BASIC INFORMATION

1. Why did I receive this Notice?

Employment records show that you worked for Vitas Healthcare Corporation of California, Vitas Healthcare Corp of CA, or Vitas Health Services of California, Inc. ("Defendants") in California any time from September 26, 2012 to May 15, 2019 as an hourly non-exempt clinical field employee, including Registered Nurses, Licensed Vocational Nurses/Licensed Practical Nurses, Home Health Aides, Patient Care Liaisons, and Social Workers. A settlement has been reached in a class action lawsuit against the Company that affects your rights.

2. What is this class action about?

This lawsuit, entitled as Jordan A. Seper and Jiwan Chhina, on behalf of themselves and others similarly situated, Plaintiff vs. Vitas Healthcare Corporation of California, a Delaware corporation; Vitas Healthcare Corp of CA, a business entity unknown; Vitas Health Services of California, Inc., a California corporation; and DOES 1 to 100, Inclusive, Defendants, Los Angeles Superior Court Case No. BC642857, alleges that Defendants: (1) failed to pay minimum wage for all hours worked; (2) failed to pay overtime wages for all overtime hours worked; (3) failed to provide meal periods in compliance with California law; (4) failed to provide rest periods in compliance with California law; (5) failed to indemnify employees for necessary expenditures; (6) failed to provide complete and accurate wage statements; and (7) failed to timely pay final wages after separation of employment. The lawsuit also alleges that these practices violated various sections of the Labor Code, Business and Professions Code, the Private Attorneys General Act, and other similar provisions of law. It seeks to recover back wages, interest, and penalties.

3. How do Defendants respond?

Defendants have denied and continue to deny all of the allegations in the lawsuit. Defendants contend that they have complied with the Labor Code, the Business and Professions Code, and all similar laws and regulations. Defendants further contend that this lawsuit could not be maintained as a class action if it were litigated rather than settled.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who may have similar claims. The Class Representatives in this case are Jordan Seper and Jiwan Chhina. The Class Representatives are called the "Plaintiffs." The employees they purport to represent are the "Class" or "Class Members." Vitas Healthcare Corporation of California, Vitas Healthcare Corp of CA, and Vitas Health Services of

California, Inc. are called the “Defendants.” One court resolves the issues for everyone in the Class, except for those people who request to exclude themselves from the Class.

5. Why is this lawsuit being settled?

After good-faith settlement negotiations presided over by a private mediator, the Plaintiffs and the Defendants have agreed to settle this case rather than go to trial. The settlement represents a compromise of highly disputed claims and is not an admission that Defendants violated the law. The parties and their attorneys believe the settlement is in the best interests of the Class, given the risks and expense of going to trial.

6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

7. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the settlement. The Court has approved CPT Group to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

Seper/Vitas Healthcare Settlement Administrator
c/o _____

Facsimile Number:

YOUR RIGHTS AND OPTIONS

8. Am I part of this Class?

In preliminarily approving the settlement, the Court defined the Class to include all individuals employed by Defendants in the State of California as hourly non-exempt clinical field employee, including Registered Nurses, Licensed Vocational Nurses/Licensed Practical Nurses, Home Health Aides, Patient Care Liaisons, and Social Workers at any time since September 26, 2012 to May 15, 2019 (the “Class Period”). The Company’s records indicate that you are a Class Member.

9. What does the settlement generally provide?

The Company has agreed to make a payment to Class Members. In return, Class Members who do not timely request to be excluded from the settlement will release any claims they might have against the Company that were raised in the lawsuit or could have been raised based on the facts alleged in the Class Action Complaint including but not limited to claims under California Labor Code sections for 1) failure to provide minimum and regular wages, 2) failure to provide overtime wages, 3) failure to provide any and all meal breaks, 4) failure to provide any and all rest breaks, 5) failure to indemnify for all necessary expenditures, including cell phone and mileage reimbursements, 6)

failure to provide accurate itemized wage statements, (7) failure to timely pay final wages after separation of employment; (8) unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (5) liability for civil penalties pursuant to the Private Attorney General Act of 2004, Labor Code sections 2698, et seq. For more information about the claims being released as part of the settlement, see Section 27 below.

10. How do I receive money under the settlement?

You do not have to do anything to receive your settlement share.

11. What is my estimated share of the settlement?

The estimated gross share you will receive under the settlement if you are a participating Class Member is preprinted on your customized Allocation Form accompanying this notice. The actual amount you receive may be higher or lower than this amount.

12. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must write to the Settlement Administrator at the address specified above in Section 7 and request to be excluded. Your request must: (1) include an explicit and unambiguous statement to the effect of: “I wish to exclude myself from the settlement reached in the matter of Seper vs. Vitas. I understand by excluding myself, I will not receive any money from the settlement reached in this matter.”; (2) include your name, address, and the last four digits of your Social Security number; (3) include your signature; and (4) be postmarked (if mailed) or fax stamped (if faxed) to the Settlement Administrator no later than **[<<date>> the Response Deadline]**.

If you do not complete and timely submit a valid request to be excluded from the settlement, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will no longer be a class member, you will not receive any money from the settlement, and you will be barred from participating in any portion of the settlement, but you will retain the right to sue the Company separately for the same legal claims contained in this lawsuit.

13. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney at your own expense, by mailing a written objection to the Settlement Administrator at the address set forth above in Section 7. You **cannot** object to the settlement **and** exclude yourself from the settlement.

Your objection must be signed and include: (1) your name, home address, telephone number, and the last four digits of your Social Security number; (2) the words “Notice of Objection” or “Formal Objection”; (3) the legal and factual arguments supporting your objection; (4) a list identifying the witness(es) the objector may call to testify at the Final Approval Hearing and true and correct copies of any exhibit(s) the objector intends to offer. To be effective, your objection must be postmarked (if mailed) or fax stamped (if faxed) no later than **[<<date>> the Response Deadline]**. You may also appear at the Final Approval hearing, either in person or through your own attorney, if you wish to object to the Settlement.

Do not telephone the Court or the Company’s counsel.

If the Court rejects your objection, you will still be bound by the terms of the settlement, and you will not then be able to exclude yourself from the settlement.

14. When will I receive my payment?

The Court will hold a hearing on _____, 2019 at _____.m, to decide whether to finally approve the settlement as fair, reasonable, and adequate. If the settlement is approved by the Court without any continuances of the hearing and there are no appeals, the settlement will be paid to Class Members approximately 60 days after the hearing. However, there may be appeals or continuances of the hearing approving the settlement. If there are appeals or continuances of the hearing approving the settlement, any payment could be delayed. It is always uncertain whether any appeals can be resolved and resolving them can take time. Please be patient.

15. What if I do nothing?

If you do nothing, you will receive your settlement share and you will give up any rights you would otherwise have to sue the Company for the claims described below in Section 27 under claims released.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has determined that Joseph Lavi and Jordan D. Bello of Lavi & Ebrahimian, LLP and Zachary Crosner and Michael Crosner of Crosner Legal, P.C. are qualified to represent you and all Class Members. The lawyers for these firms are called "Class Counsel." They are experienced in handling similar cases. Their contact information is provided at the end of this Notice.

17. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying for that lawyer.

18. How will Class Counsel be paid?

You do not have to pay Class Counsel's fees and costs. The fees and expenses that the Court approves will be paid by the Company. More information about the attorneys' fees and costs is contained in Section 22 below.

TERMS OF THE SETTLEMENT

19. What has the Company agreed to do?

The Company has agreed to pay a maximum amount of Five Million Seven Hundred Fifty Thousand Dollars and No Cents (\$5,750,000.00). Subject to the Court's approval, this amount will include payments to the Class Members, Class Representative Payments to Plaintiffs Seper and Chhina, and a payment to the California Labor Workforce and Development Agency as the State's share of civil penalties for the Labor Code violations alleged in the lawsuit. This maximum amount also will be used to pay the settlement administration costs, and Class Counsel's attorneys' fees and costs as awarded by the Court. These payments are discussed in Sections 20-24 below.

20. What is a “Class Representative Payment”?

In class actions such as this one, a court may provide the Class Representatives a “Class Representative Payment” in recognition of the time, effort and risks the Class Representatives took to prosecute the class action. Plaintiffs Seper and Chhina will request that the Court approve a Class Representative Payment for each Plaintiff of up to Fifteen Thousand Dollars and No Cents (\$15,000.00). This Class Representative Payment, if approved by the Court, will be deducted from the maximum payment.

21. Why does the Labor Workforce Development Agency receive any money?

California’s Private Attorneys General Act of 2004 (“PAGA”) allows private citizens to step into the State’s shoes and recover civil penalties for violations of California’s Labor Code. Seventy-five percent (75%) of any such recovery must be given to the State. In the present case, the Settlement provides that Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) shall be paid to the State as its share of the penalties recovered in this case.

22. How much will the attorneys get?

Class Counsel and/or Plaintiff will seek approval from the Court for payment of attorneys’ fees in an amount up to One Million Nine Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and No Cents (\$1,916,666.00), plus costs not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00). These amounts, if approved by the Court, will be deducted from the maximum payment. Class Counsel believe the amounts they are requesting for attorneys’ fees and costs are fair and reasonable. The Company will not oppose the request for these amounts. Class Members are not personally liable for any fees and costs.

23. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately Thirty-Two Thousand Dollars and No Cents (\$32,000.00) for the Settlement Administrator to fully administer the settlement.

24. How will the settlement funds be distributed and my share calculated?

If the Court approves the settlement as proposed, the amount available for distribution to participating Class Members is the Net Settlement Amount. The Net Settlement Amount is the amount of the maximum payment remaining after deducting the Court approved Class Counsel’s attorneys’ fees, Class Counsel’s litigation costs, the Class Representative’s payment, the payment to California’s Labor & Workforce Development Agency (“LWDA”), and the cost of administering the Settlement.

Each Class Member’s recovery will be a proportional share of the Net Settlement Amount based on the number of workweeks worked by the Class Member during the Class Period in relation to the total number of workweeks worked by all Class Members during the Class Period. The amount of each Class Member’s recovery will depend on (a) the size of the Net Settlement Amount as finally approved by the Court; and (b) the number of workweeks that each Class Member worked during the Class Period.

The Net Settlement Amount may change if the Court does not approve the requested amounts for Class Counsel’s attorneys’ fees, Class Counsel’s litigation costs, the Class Representative’s payment, or the payment to the LWDA, or if the cost of administering the Settlement is different than estimated.

Under the settlement, the Company will pay out the maximum payment of Five Million Seven Hundred Fifty Thousand Dollars and No Cents (\$5,750,000.00) in its entirety. No portion of the maximum payment will remain with, or revert back to, the Company, even if some Class Members do not cash their settlement checks.

25. Will I have to pay taxes on my award?

Twenty percent (20%) of your award will be treated as wages and will be reported on an IRS Form W-2 with all appropriate taxes withheld. Forty percent (40%) will be treated as interest and forty percent (40%) will be treated as penalties and will be reported on an IRS Form 1099. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

You should consult a tax professional for more information about your own specific situation.

26. What if I dispute the number of workweeks listed for me on the first page of this notice?

The number of workweeks you worked in California during the Class Period according to the Company's records is listed on the first page of this notice. If you wish to challenge the number of workweeks listed on the first page of this notice, you may do so by submitting a challenge to the Settlement Administrator in writing stating the number of workweeks you contend you worked for Defendants from September 26, 2012 to May 15, 2019 as an hourly non-exempt clinical field employee and including any evidence you have to support your claim that you worked more workweeks.

The Settlement Administrator will evaluate the evidence you submit and, after reviewing the Company's records, the Settlement Administrator, together with the parties' counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement Administrator, subject to final approval by the Court. If you dispute the number of workweeks, you may consult with Class Counsel about your disputed claim.

RELEASE OF CLAIMS

27. What claims are being released as part of the settlement?

If you do not submit a timely request to be excluded from the settlement, you will be giving up your right to bring a legal claim against the Company for the same claims, or similar claims, as those encompassed by this lawsuit. Specifically, the parties' Settlement Agreement states that you will release the following claims against the Released Parties from August 2, 2008 to [date of preliminary approval]:

Any and all claims, rights, penalties, demands, damages, debts, accounts, duties, costs (other than those costs required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, liabilities, or causes of action of any nature or description, including any such claims, whether known or unknown, that were alleged in the Class Action Complaint or which could have been alleged based upon the facts set forth in the Class Action Complaint, including but not limited to claims under California Labor Code sections for 1) failure to provide minimum and regular wages, 2) failure to provide overtime wages, 3) failure to provide any and all meal breaks, 4) failure to provide any and all rest breaks, 5) failure to indemnify for all necessary expenditures, including cell phone and mileage reimbursements, 6) failure to provide accurate itemized wage statements, 7) failure to timely pay unpaid wages upon separation of employment, 8) violation of the applicable Business and Professions Code sections 17200-17208, et seq. for unfair business practices as to said claims, 9) civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 et seq.), and claims

for declaratory relief, accounting, injunctive relief, and any other benefit claimed on account of the facts and claims which are alleged or reasonably could have been alleged based on the facts and claims asserted in the Complaint filed in this Litigation.

The Released Parties include Defendants and all of their parents, subsidiaries, predecessors, successors, affiliates, and related entities, and their respective shareholders, owners, officers, directors, employees, administrators, fiduciaries, trustees, agents, partners, attorneys, insurers, and benefit plans administrators, and their respective predecessors, successors, and assigns.

This release will not go into effect until after the Court approves the settlement and any appeals have been resolved.

FINAL SETTLEMENT APPROVAL HEARING

28. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department 7 of the Superior Court of California for the County of Los Angeles located at 312 North Spring Street, Los Angeles, California 90012, on _____, 2019 at _____.m, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs, and the Class Representative Payment.

It is not necessary for you to appear at this hearing. If you have timely submitted an objection to the settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court, or have an attorney represent you at the hearing at your own expense.

The hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

FURTHER INFORMATION

29. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. If you have more questions about this Notice or this lawsuit, you can contact Class Counsel, whose contact information is below, or the Settlement Administrator at 1-_____:

CLASS COUNSEL:

Joseph Lavi, Esq.

Jordan D. Bello, Esq.

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Blvd., Suite 200

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Telephone: (310) 432-0000

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Beverly Hills, CA 90210

Telephone: (310) 496-5818

Facsimile: (310) 510-6429

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation and Class Action Settlement which is attached as Exhibit 1 to the Declaration of Jordan D. Bello in support of the Motion for Preliminary Approval filed [date of filing] which can be viewed online, along with the settlement documents and

other pleadings and documents on file with the Court, at

"<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>" by entering "BC642857" in the box for "CASE NUMBER" and clicking the link for "SEARCH." Your browser will be directed to information regarding this case. To view documents, from this page, click on the link for "Click here to access document images for this case". You will need to create an account with the Los Angeles Superior Court and will be charged to view files electronically.

IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR THE COMPANY'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT PROCESS.**
- 2. If you move to a different address, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.**