

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 19 2017

Sherri R. Carter, Executive Officer/Clerk
By: Veronica Hillard, Deputy

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

WILLIAM L. MARDER, ESQ. (CBN 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff and the Class

KIRSTIN E. MULLER (SBN 186373)
HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, CA 90401
Telephone: (310) 255-0705
Facsimile: (310) 255-0986

Attorneys for Defendant
SHERWOOD MANAGEMENT CO., INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

MAYRA RAMIREZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SHERWOOD MANAGEMENT CO.,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: BC609901

[Assigned to the Honorable Kenneth R. Freeman,
Department 310]

**AMENDED JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

1 **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Amended Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”)
3 is made and entered into by and between Plaintiff Mayra Ramirez (“Ramirez” or “Plaintiff”) and
4 Defendant Sherwood Management Co., Inc (“Sherwood” or “Defendant”) (collectively with
5 Ramirez, the “Parties”).

6 **RECITALS**

7 This Settlement is made and entered into by and between Ramirez and Defendant, and is
8 subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly
9 acknowledge that this Agreement is entered into solely for the purpose of compromising
10 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by
11 Defendant. If, for any reason, the Settlement is not approved, it will be of no force or effect, and
12 the Parties shall be returned to their original respective positions.

13 **DEFINITIONS**

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

- 16 1. “Action” means *Ramirez v. Sherwood Management Co.*, Case No. BC609901
17 (filed on February 10, 2016).
- 18 2. “Class Counsel” means Larry W. Lee and Kristen Agnew of Diversity Law Group,
19 P.C. and William L. Marder of Polaris Law Group, LLP.
- 20 3. “Class Counsel’s Award” means attorneys’ fees agreed upon by the Parties and
21 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all
22 reasonable costs incurred and to be incurred by Class Counsel in the Action, including, but not
23 limited to, costs associated with documenting the Settlement, securing the Court’s approval of the
24 Settlement, obtaining entry of the Judgment terminating the Action, and any other expenses.
25 Defendant agrees not to oppose Class Counsel’s request for an award of fees up to one-third of the
26 Class Settlement Amount (\$305,000.00) and costs in the amount of up to \$25,000.00, subject to
27 the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded
28 to Class Counsel shall be added to the Net Settlement Amount.

1 4. “Class List and Data” means a complete list of all Class Members that Defendant
2 will diligently and in good faith compile from its records and provide to the Settlement
3 Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The
4 Class List shall be formatted in Microsoft Office Excel and shall include each Class Member’s full
5 name, most recent mailing address, Social Security Number, and the number of weeks worked by
6 each Class Member during the Class Period.

7 5. “Class Member(s)” or “Settlement Class” means all current and former non-
8 exempt employees who were employed by Defendant in the State of California at any time during
9 the Class Period. Defendant represents there are approximately 1,646 individuals that comprise
10 the Settlement Class.

11 6. “Class Period” means the period from February 10, 2012 through December 1,
12 2016.

13 7. “Class Representative Enhancement Payment” means the amount to be paid to
14 Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class
15 Members. Subject to Court approval, the Parties agree that Plaintiff shall be paid up to Twelve
16 Thousand Five Hundred Dollars (\$12,500.00) from the Class Settlement Amount, subject to the
17 Court granting final approval of this Agreement.

18 8. “Class Settlement Amount” means the maximum settlement amount of Nine
19 Hundred Fifteen Thousand Dollars (\$915,000.00) to be paid by Defendant in full satisfaction of
20 all claims arising from the Action, which includes all Individual Settlement Payments to
21 Participating Class Members, and the employees’ shares of payroll taxes, the Class Representative
22 Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement
23 Administrator, as defined below, the PAGA Payment, and Class Counsel’s Award. This Class
24 Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the
25 agreed-upon settlement value of individual claims. In no event will Defendant be liable for more
26 than the Class Settlement Amount, other than the employer’s share of payroll taxes for which
27 Defendant shall be separately responsible. Defendant maintains no reversionary right to any
28 portion of the Class Settlement Amount. The entire Class Settlement Amount will be distributed

1 and no part of the Class Settlement Amount will revert to Defendant.

2 9. "Complaint" means the operative Class Action Complaint for Damages filed in the
3 Action.

4 10. "Counsel for Defendant" or "Defense Counsel" means Kirstin E. Muller of the
5 law firm of Hirschfeld Kraemer LLP, 233 Wilshire Boulevard, Suite 600, Santa Monica,
6 California 90401.

7 11. "Court" means the Los Angeles County Superior Court or any other court taking
8 jurisdiction of the Action.

9 12. "Defendant" means Defendant Sherwood Management Co., Inc., including its
10 predecessors, if any, as well as their current and former subsidiaries, affiliates, fiduciaries, insurers,
11 agents, employees, assigns, subrogees, privies, officers, officials, directors, administrators,
12 attorneys, and shareholders, except insofar as these individuals are Class Members.

13 13. "Effective Date" means the later of (a) the date the Court grants final approval of
14 this Settlement and enters judgment thereon, (b) the date on which the time for all appeals from
15 objections to the Settlement has passed, if one or more objections to the Settlement are made
16 and not subsequently withdrawn or (c) if an appeal is taken, the date on which any reviewing
17 court issues a decision, and the time for further appeal has expired.

18 14. "Individual Settlement Payment" means each Participating Class Member's share,
19 as defined below, of the Net Settlement Amount (defined below).

20 15. "PAGA Payment" means the portion of the Class Settlement Amount that the
21 Parties have agreed will be allocated and paid to settle all claims and remedies under the Labor
22 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The
23 amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code
24 section 2699(l). The Parties have agreed that Five Thousand Dollars (\$5,000.00) of the Class
25 Settlement Amount shall be allocated to the resolution of any Class Members' claims arising under
26 PAGA. Pursuant to the PAGA, 75%, or Three Thousand Seven Hundred and Fifty Dollars
27 (\$3,750.00), of the PAGA Settlement Amount shall be paid to the California Labor and Workforce
28 Development Agency ("LWDA"), and 25%, or One Thousand Two Hundred and Fifty Dollars

1 (\$1,250.00), of the PAGA Settlement Amount shall be part of the Net Settlement Amount to be
2 distributed to Participating Class Members.

3 16. "Net Settlement Amount" means the portion of the Class Settlement Amount
4 remaining after deduction of the approved Class Representative Enhancement Payment,
5 Settlement Administration Costs, the LWDA portion of the PAGA Payment, and the Class Counsel
6 Award. The entire Net Settlement Amount will be distributed to Participating Class Members.

7 17. "Notice of Objection" means a Class Member's valid and timely written objection
8 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full
9 name, signature, address, and telephone number, (b) a written statement of grounds for the
10 objection, and (c) any copies of papers, briefs, or documents upon which the objection is based.
11 The Notice of Objection must be mailed to the Settlement Administrator at the specified address
12 indicated in the Notice Packet, and be postmarked on or before the Response Deadline.

13 18. "Notice Packet" means the Notice of Proposed Class Action Settlement,
14 substantially in the form attached as Exhibit A.

15 19. "Parties" means Plaintiff and Defendant collectively.

16 20. "Participating Class Members" means all Class Members who do not submit valid
17 Requests for Exclusion.

18 21. "Plaintiff" means Mayra Ramirez.

19 22. "Preliminary Approval" means the Court's order granting preliminary approval of
20 the Settlement.

21 23. "Released Claims" means, any and all of Class Members' claims, causes of
22 action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities,
23 obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or
24 whatever kind or nature, whether known or unknown, suspected or unsuspected, that accrued
25 during the Class Period arising from, or related to (1) failure to timely pay all earned wages
26 pursuant to California Labor Code sections 201-204; (2) failure to provide accurate itemized
27 wage statements pursuant to Labor Code section 226; (3) failure to provide meal and rest breaks
28 and premiums pursuant to Labor Code section 226.7; (4) failure to pay overtime wages pursuant

1 to Labor Code sections 510, 558, and 1194; (5) Unfair Business Practices pursuant to Business
2 and Professions Code section 17200 et seq. based on the afore-referenced Labor Code violations;
3 and (6) violation of the Private Attorney General Act pursuant to Labor Code section 2698 *et*
4 *seq.* (“PAGA”) predicated on the afore-referenced Labor Code violations as well as any and all
5 wage and hour claims that were asserted or could have been asserted based on the factual or legal
6 allegations contained in the Complaint, arising at any time during the Class Period.

7 24. “Released Parties” means Defendant, and any of its former and present parents,
8 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and
9 assigns, as well as all past and present officers, directors, employees, partners, shareholders and
10 agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

11 25. “Request for Exclusion” means a timely letter submitted by a Class Member
12 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set
13 forth the name, address, telephone number and last four digits of the Social Security Number of
14 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by
15 mail, email, or fax to the Settlement Administrator at the specified address indicated in the Notice
16 Packet; (d) clearly state that the Class Member does not wish to be included in the Settlement; and
17 (e) be postmarked on or before the Response Deadline.

18 26. “Response Deadline” means sixty (60) days following the date of initial mailing of
19 the Notice Packet by the Settlement Administrator.

20 27. “Settlement Administrator” means Phoenix Settlement Administrators, or any other
21 third-party class action settlement administrator agreed to by the Parties and approved by the Court
22 for the purposes of administering this Settlement. The Parties each represent that they do not have
23 any financial interest in the Settlement Administrator or otherwise have a relationship with the
24 Settlement Administrator that could create a conflict of interest.

25 28. “Settlement Administration Costs” means the costs payable from the Class
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
27 but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
28 distributing the Class Settlement Amount, and providing necessary reports and declarations, as

1 requested by the Parties. The Settlement Administration Costs shall be paid from the Class
2 Settlement Amount, including, if necessary, any such costs in excess of the amount represented by
3 the Settlement Administrator as being the maximum costs necessary to administer the Settlement.
4 The Settlement Administration Costs are currently estimated to be Eleven Thousand Dollars
5 (\$11,000). To the extent actual Settlement Administration Costs are greater than \$11,000, such
6 excess amount shall be taken out of the Class Settlement Amount.

7 29. "Settlement Payment Check" means the payment to Class Members pursuant to this
8 Settlement (who do not submit a Request for Exclusion from the Settlement).

9 **TERMS OF AGREEMENT**

10 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

11 30. Funding of the Class Settlement Amount. Within ten business days after the
12 Effective Date, Defendant shall make a one-time deposit of the Class Settlement Amount into a
13 Qualified Settlement Account to be established by the Settlement Administrator. The Class
14 Settlement Amount shall be used to pay: (1) Individual Settlement Amounts, including the
15 employees' shares of payroll taxes; (2) the Class Counsel Award; (3) the Class Representative
16 Enhancement Payment; (4) Settlement Administration Costs; and (5) the PAGA Payment.

17 31. Class Counsel's Award. Defendant agrees not to oppose or impede any application
18 or motion by Class Counsel for attorneys' fees of not more than Three Hundred Five Thousand
19 Dollars (\$305,000.00) and costs in the amount of up to Twenty Five Thousand Dollars
20 (\$25,000.00), which shall be paid from the Class Settlement Amount. The Settlement
21 Administrator (and not the Defendant) shall issue an IRS Form 1099 to Class Counsel reflecting
22 the awarded attorneys' fees, costs and expenses. Any portion of Class Counsel's Award not
23 awarded to Class Counsel shall be added to the Net Settlement Amount.

24 32. Class Representative Enhancement Payment. In recognition of her efforts and work
25 in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede
26 an application or motion by Plaintiff for a Class Representative Enhancement Payment of up to
27 Twelve Thousand Five Hundred Dollars (\$12,500.00) to Ramirez. The Class Representative
28 Enhancement Payment, which shall be paid from the Class Settlement Amount, shall be in addition

1 to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. The Settlement
2 Administrator (and not the Defendant) shall issue an IRS Form 1099 to Plaintiff reflecting the
3 class representative payment. Any portion of the Class Representative Enhancement Payment not
4 awarded to Plaintiff shall be added to the Net Settlement Amount.

5 33. Settlement Administration Costs. The Settlement Administrator shall be paid for
6 the reasonable costs of administration of the Settlement and distribution of payments from the
7 Class Settlement Amount, which are currently estimated to be Eleven Thousand Dollars (\$11,000).
8 These costs, which shall be paid from the Class Settlement Amount, shall include, *inter alia*, the
9 required tax reporting on the Individual Settlement Payments, the issuing of W2 and 1099 IRS
10 Forms, distributing the Notice Packet, responding to inquiries by Class Members, calculating and
11 distributing the Class Settlement Amount and Class Counsel's Award, and providing necessary
12 reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be
13 added to the Net Settlement Amount.

14 34. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
15 Five Thousand Dollars (\$5,000.00) from the Class Settlement Amount shall be designated for
16 satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five
17 Percent (75%), or Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00), of the PAGA
18 Payment shall be paid to the LWDA and Twenty-Five Percent (25%), or One Thousand Two
19 Hundred and Fifty Dollars (\$1,250.00), shall be distributed to all Participating Class Members as
20 part of the Net Settlement Amount.

21 35. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
22 Individual Settlement Payments including the employees' share of payroll taxes to Participating
23 Class Members from the Settlement Class in accordance with the terms of this Agreement. The
24 Settlement Administrator will allocate the Individual Settlement Payments to the Participating
25 Class Members by first dividing the Net Settlement Amount by the total number of weeks
26 worked by all Participating Class Members during the Class Period, resulting in a dollar value
27 per pay period, and then multiplying said value to the number of weeks worked by each
28 Participating Class Member during the Class Period. Participating Class Members are entitled

1 to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any
2 portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion,
3 the Settlement Administrator shall proportionately increase the Individual Settlement Payments
4 for each Participating Class Member so that the amount actually distributed to Participating Class
5 Members equals 100% of the Net Settlement Amount.

6 36. Acknowledgment of Potential Administration Cost Increases. The Parties hereby
7 acknowledge that Settlement Administration Costs may increase above the current estimate of
8 Eleven Thousand Dollars (\$ 11,000) and that any such additional Settlement Administration Costs
9 shall be taken out of the Class Settlement Amount. Any portion of the estimated or designated
10 Settlement Administration Costs that are not in fact required to fulfill the total Settlement
11 Administration Costs shall become part of the Net Settlement Amount.

12 37. Calculation of Class Settlement Amount. The Class Settlement Amount was
13 calculated with, and is premised on, the understanding that there are approximately 1,646 Class
14 Members eligible to participate in the Settlement. If the total number of Class Members exceeds
15 the original estimates by 10% or more, then Plaintiff may rescind this Agreement.

16 38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
17 Participating Class Members under this Agreement, as well as any other payments made pursuant
18 to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans
19 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
20 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
21 any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any
22 rights, contributions, or amounts to which any Class Members may be entitled under any benefit
23 plans.

24 39. Settlement Administration Process. The Parties agree to cooperate in the
25 administration of the Settlement and to make all reasonable efforts to control and minimize the
26 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator
27 will provide the following services:

28 a. Establish and maintain an interest bearing Qualified Settlement Fund

1 account.

2 b. Calculate the amount of the Settlement each Class Member is eligible to
3 receive.

4 c. Prior to mailing the Class Members Notices of Proposed Class Action
5 Settlement and Final Fairness and Approval Hearing ("Class Notice" or "Notice Form" or
6 "Notice"), the Settlement Administrator will verify the last known address for each Class Member
7 through a generally utilized, national address update database.

8 d. Printing and mailing the Class Members Notice.

9 e. Establishing and maintaining a toll free informational telephone support
10 line to assist Class Members who have questions regarding the Notice.

11 f. Conducting additional address searches for mailed Notices that are returned
12 as undeliverable. These searches may be done through a class action locator service. To the extent
13 new and more current addresses are found, the Settlement Administrator will also reprint and re-
14 mail Notices accordingly.

15 g. Calculating Participating Class Members settlement share, fielding
16 inquiries from Class Members, and administration of any requests for exclusion. This service will
17 include settlement proceed calculations, printing and issuance of checks, and preparation of W2
18 and 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be
19 included as part of this service.

20 h. Informing Defendant of its employer-side tax liability.

21 i. Providing declarations and/or other information to the Court as requested.

22 40. Delivery of the Class List and Data. Within thirty (30) calendar days of Preliminary
23 Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

24 41. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
25 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to
26 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
27 addresses identified in the Class List.

28 42. Confirmation of Contact Information in the Class List. Prior to mailing, the

1 Settlement Administrator shall perform a search based on the National Change of Address
2 Database for information to update and correct for any known or identifiable address changes.
3 Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
4 Response Deadline shall be sent promptly via regular First-Class U.S. Mail to the forwarding
5 address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing
6 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall
7 promptly attempt to determine the correct address using a skip-trace, or other search using the
8 name, address and/or Social Security number of the Class Member involved, and shall then
9 perform a re-mailing. Those Class Members who receive a re-mailed Notice Packet shall have the
10 later of (i) an additional fifteen (15) days from the remailing or (ii) the Response Deadline,
11 whichever is later, to submit a Request for Exclusion or a Notice of Objection to the Settlement.
12 The Parties agree to cooperate with the Settlement Administrator to locate a more recent address
13 for Class Members, where necessary.

14 43. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
15 Packet will provide: (1) information regarding the nature of the Action, (2) a summary of the
16 Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's
17 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
18 Payments, (5) the dates which comprise the Class Period, (6) instructions on how to submit valid
19 Requests for Exclusion, or objections, (7) the deadlines by which the Class Member must submit
20 Request for Exclusions or Notice of Objection to the Settlement, (8) the date for the final approval
21 hearing, and (9) the claims to be released.

22 44. Request for Exclusion Procedures. Any Class Member may opt-out from the
23 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
24 postmarked within the Response Deadline. Requests for Exclusion must: (1) contain the name,
25 signature, address, telephone number and the last four digits of the Social Security number of the
26 person requesting exclusion; (2) clearly state that the Class Member does not wish to be included
27 in the Settlement; (3) be returned by mail, email, or fax to the Settlement Administrator at the
28 specified address; and (4) be postmarked on or before the Response Deadline, or 15 days after the

1 re-mailing, whichever is later. The date of the postmark on the return mailing shall be the exclusive
2 means to determine whether a Request for Exclusion has been timely submitted. By submitting
3 such a Request for Exclusion, a Class Member shall be deemed to have exercised his or his option
4 to opt out of the class action lawsuit and not be bound by this Agreement. Accordingly, a Class
5 Member that timely submits a valid Request for Exclusion will not be entitled to any money under
6 this Settlement. A Class Member who does not request exclusion from the Settlement shall be
7 deemed a Class Member and will be bound by all terms of the Settlement, if the Settlement is
8 granted final approval by the Court.

9 45. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
10 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
11 Request for Exclusion shall be bound by all of its terms, including those pertaining to the Released
12 Claims, as well as any Judgment that may be entered by the Court.

13 46. Objection Procedures. Any Class Member who does not opt-out of this Settlement
14 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should
15 return by mail a Notice of Objection to the Settlement Administrator at the specified address on or
16 before the Response Deadline, or 15 days after the re-mailing, whichever is later. The Notice of
17 Objection must include: (a) the objector's full name, signature, address, and telephone number, (b)
18 a written statement of grounds for the objection, and (c) any copies of papers, briefs, or documents
19 upon which the objection is based. The postmark date on the return mailing shall be deemed the
20 exclusive means for determining that the Notice of Objection is timely. At no time shall any of
21 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
22 objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not
23 represent any Class Members with respect to any such objections to this Settlement. Any Class
24 Member who opts-out of this Settlement shall not be allowed to object to this Settlement.

25 47. Defendant's Right To Rescind. If more than five percent (5%) of the Class
26 Members opt out of the settlement by submitting valid and timely requests for exclusion,
27 Defendant has the right in its sole discretion to rescind and void the Parties' Settlement by giving
28 written notice to Class Counsel at least ten (10) business days prior to the final approval hearing.

1 In the event Defendant exercises this option to rescind, Defendant shall be solely responsible for
2 all costs incurred by the Settlement Administrator.

3 48. Certification Reports Regarding Individual Settlement Payment Calculations. The
4 Settlement Administrator shall provide Defendant's counsel and Class Counsel a weekly report
5 which certifies the number of Class Members who have submitted valid Requests for Exclusion.
6 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
7 reports regarding the administration of the Settlement as needed or requested.

8 49. Distribution Timing of Individual Settlement Payments. Within 10 business days
9 of Defendant funding the Class Settlement Amount, the Settlement Administrator shall issue the
10 appropriate payments to (1) Participating Class Members; (2) the Labor and Workforce
11 Development Agency; (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall
12 also issue a payment to itself for services performed in connection with the Settlement.

13 50. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
14 Administrator to Class Members shall be negotiable for not less than one hundred twenty (120)
15 calendar days from issuance. The Parties agree that California Civil Procedure Code section 384
16 is applicable to un-cashed or undeliverable Settlement Payment Checks. Those funds represented
17 by Settlement Payment Checks returned as undeliverable and those Settlement Payment Checks
18 remaining un-cashed for more than 120 calendar days after issuance will constitute "unpaid
19 residuals in class action litigation" as described in *Cundiff v. Verizon California, Inc.*, 167 Cal.
20 App. 4th 718 (2008). Those funds represented by un-cashed checks which remain outstanding 120
21 calendar days after the mailing of the Settlement Payment Checks by the Settlement Administrator
22 shall be transmitted as follows: (a) 25% to the State Treasury for deposit in the Trial Court
23 Improvement and Modernization Fund, (b) 25% to the State Treasury for deposit in the Equal
24 Access Fund, and (c) 50% to the Legal Aid Employment Law Section. In such event, those Class
25 Members will nevertheless remain bound by the Settlement.

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

1 52. Administration Costs if Settlement Fails or is Delayed. If a Notice of Objection is
2 mailed to the Settlement Administrator, regardless of the ultimate outcome of any appeals taken,
3 or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator
4 shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.
5 If there are no Notices of Objection to the Settlement and the Settlement is not finally approved
6 by the Court or is otherwise voided, any costs incurred by the Settlement Administrator shall be
7 paid by Class Counsel.

8 53. Treatment of Individual Settlement Payments. All Individual Settlement Payments
9 will be allocated as follows: 20% shall be allocated as wages and 80% shall be allocated as interest
10 and penalties. The amount of payments shall be reported on applicable IRS Forms W2 and 1099
11 by the Settlement Administrator. In addition to the Class Settlement Amount, Defendant agrees
12 that it shall be separately responsible for the payment of the employer's share of the payroll taxes
13 applicable to each Individual Settlement Payment.

14 54. Administration of Taxes by the Settlement Administrator. The Settlement
15 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class
16 Counsel, W2 and 1099 forms or other tax forms as may be required by law for all amounts paid
17 pursuant to this Agreement.

18 55. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
19 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
21 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
23 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
24 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
26 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
27 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
28 EXCLUSIVELY UPON HIS, HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX

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

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

18 57. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all
19 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted
20 assigns, hereby do and shall be deemed to have fully, finally and forever released, settled,
21 compromised, relinquished and discharged any and all of the Released Parties of and from any and
22 all Released Claims.

23 58. General Release by Plaintiff. As to Plaintiff herself only, upon the Effective Date,
24 and in consideration of the payment to Plaintiff of the Class Representative Enhancement Payment
25 Plaintiff and all persons purporting to act on her behalf or purporting to assert a claim under or
26 through her, including, but not limited to, her dependents, heirs and assigns, beneficiaries,
27 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
28

1 representatives, and successors-in-interest, whether individual, class, representative, legal,
2 equitable, direct or indirect, or any other type or in any other capacity, and each of them, hereby
3 release, acquit, and forever discharge Released Parties, and each and all of them, of and from any
4 and all obligations, debts, claims, liabilities, demands, and causes of action of every kind, nature
5 and description whatsoever, whether or not now known, suspected or claimed, which they ever
6 had, now have, or may hereafter acquire by reason of employment with Defendant, accruing from
7 the beginning of time until the date that the final approval of the Settlement is granted, including
8 all claims, known or unknown. The foregoing release shall be effective as a bar to any and all
9 claims of any character, nature or kind, known or unknown, suspected or unsuspected specified
10 herein. Plaintiff expressly waives any and all rights and benefits conferred upon her by the
11 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law
12 which are as follows:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
14 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS
15 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
16 KNOWN BY HIM OR HIS MUST HAVE MATERIALLY AFFECTED HIS OR
17 HIS SETTLEMENT WITH THE DEBTOR.

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

22 60. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
24 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
25 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent
26 to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
27 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
28 the proposed Notice Packet, attached to this Agreement as Exhibit A.

61. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit

1 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
2 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
3 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
4 Settlement Payments and the employees' shares of payroll taxes; (ii) the Labor and Workforce
5 Development Agency Payment; (ii) the Class Counsel's Award; (iii) the Class Representative
6 Enhancement Payment; and (iv) all Settlement Administration Costs. The Final
7 Approval/Settlement Fairness Hearing shall not be held earlier than thirty (30) days after the
8 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
9 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
10 costs application to be heard at the final approval hearing.

11 62. Continued Jurisdiction. After entry of the Judgment, the Court shall have
12 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of
13 the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment
14 matters as may be appropriate under court rules or as set forth in this Agreement.

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

18 64. Confidentiality Preceding Preliminary Approval. Plaintiff and Class Counsel agree
19 that they have not and will not publicize the settlement. Plaintiff, in response to any press inquiries,
20 will state that the Lawsuit was resolved. Class Counsel shall not report the settlement on their
21 website, and shall not contact the press, reporters or general media regarding the settlement. As
22 used herein, "press, reporters, or general media" shall refer to and include newspapers, periodicals,
23 magazines, online publications, and television and radio stations and programs, and any
24 representative of the foregoing. Notwithstanding the foregoing, Class Counsel may refer on their
25 website, after final approval, to the fact that they were appointed class counsel and settled a
26 wage/hour class action against a national employer, but without identifying this action, the
27 employer, or Defendant in any way. Nothing herein shall prevent Class Counsel from
28 communicating with Plaintiff and Class Members regarding the terms of this settlement, or prevent

1 Class Counsel from specifically referring to the settlement in adequacy declarations or other court
2 filings.

3 65. Entire Agreement. This Agreement and any attached Exhibits constitute the
4 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
5 agreements may be deemed binding on the Parties.

6 66. Amendment or Modification. This Agreement may be amended or modified only
7 by a written instrument signed by the Parties or their successors-in-interest.

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

18 68. Binding on Successors and Assigns. This Agreement shall be binding upon, and
19 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

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

27 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
28 this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this

1 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are
3 each represented by competent counsel and that they have had an opportunity to consult with their
4 counsel regarding the fairness and reasonableness of this Agreement.

5 72. Invalidity of Any Provision. Before declaring any provision of this Agreement
6 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
7 consistent with applicable precedents so as to define all provisions of this Agreement valid and
8 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
9 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
10 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
11 provision had never been included in this Agreement.

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

16 74. Class Action Certification. The Parties are agreeing to class certification for
17 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
18 admission of any kind by Defendant, including without limitation, that certification of a class for
19 trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite
20 elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement
21 is not approved, this Agreement will be void and the Parties will be restored to their respective
22 positions as if they had not entered into this Agreement. The Parties further agree that this
23 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class
24 action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member. In the event
25 that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to
26 challenge certification of a class for trial purposes in this Action.

27 75. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
2 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
3 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
4 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
5 engaged in any other unlawful conduct with respect to its current or former employees. Neither
6 this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it,
7 shall be construed as an admission or concession by Defendant of any such violations or failures
8 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
9 this Agreement, this Agreement and its terms and provisions shall not be offered or received as
10 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
11 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
12 federal, state, local or other applicable law.

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

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

20 78. Enforcement Actions. In the event that one or more of the Parties institutes any
21 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
22 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
23 Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
24 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

25 79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
26 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
27 strictly against one party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

1 between the Parties, all Parties have contributed to the preparation of this Agreement.

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

6 81. Cooperation and Execution of Necessary Documents. All Parties shall cooperate
7 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms
8 of this Agreement.

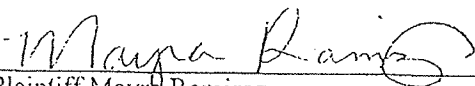
9 82. Binding Agreement. The Parties warrant that they understand and have full
10 authority to enter into this Agreement, and further intend that this Agreement shall be fully
11 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
12 disclosure in any proceeding to enforce its terms.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

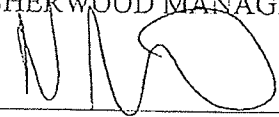
MAYRA RAMIREZ

Dated: October 18, 2017


Plaintiff Mayra Ramirez

SHERWOOD MANAGEMENT CO., INC.

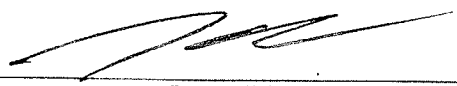
Dated: October 18, 2017


DAVID SHERWOOD, CEO
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: October 18, 2017

DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Attorneys for Plaintiffs and the Class

DATED: October 18, 2017

HIRSCHFELD KRAEMER LLP

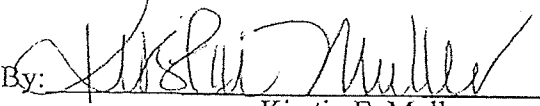
By: 
Kirstin E. Muller
Attorneys for Defendant Sherwood Management
Co., Inc.

EXHIBIT A

Mayra Ramirez v. Sherwood Management Co. Inc., Case No. BC609901
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt California employees who were employed by Defendant Sherwood Management Co., Inc. (“Defendant”) at any time between February 10, 2012 through December 1, 2016 (“Class” or “Class Members”).

On _____, 2017, the Honorable Kenneth R. Freeman of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____ a.m. on _____, 2017, in Department 310 of the Los Angeles County Superior Court located at 600 South Commonwealth Avenue, Los Angeles, California 90005. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Mayra Ramirez (“Plaintiff”), on her behalf and on behalf of other current and former non-exempt California employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) timely pay all earned wages pursuant to California Labor Code sections 201-204; (2) provide accurate itemized wage statements pursuant to Labor Code section 226; (3) provide meal and rest breaks and premiums pursuant to Labor Code section 226.7; and (4) to pay proper overtime wages pursuant to Labor Code sections 510, 558, and 1194.

Following the exchange of relevant information and evidence, the parties agreed to participate in settlement negotiations in an attempt to resolve the claims in the case. On December 1, 2016, the parties participated in a mediation and the parties were able to negotiate a complete settlement of the class claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Diversity Law Group and Polaris Law Group (collectively “Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$915,000. This amount is inclusive of: (1) individual settlement payments to all Class Members; (2) Class Representative Enhancement Payment of up to \$12,500, to Mayra Ramirez; (3) up to \$305,000 in attorneys’ fees and up to \$25,000 in litigation costs and expenses; (4) a \$3,750 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorney General Act of 2004 (“PAGA”), and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$11,000. After deducting the Class Representative Enhancement Payments, attorneys’ fees and costs, the payment to the LWDA, and the Settlement

Administrator's fees and expenses, a total of approximately \$557,750.00 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked during the period from February 10, 2012 through December 1, 2016 ("Class Period").

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in a dollar value per pay period ("Workweek Point Value").
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment is approximately \$_____.

If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise. In such an instance, the Settlement Administrator shall evaluate the evidence submitted and make the final decision as to which data should be applied.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each Individual Settlement Payment shall be allocated as wages for which IRS Forms W-2 will be issued; 80% will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator. The written request for exclusion must clearly state that you do not wish to be included in the Settlement, and include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail, fax, or email the request for exclusion to the address below.

Settlement Administrator
c/o _____

_____ (fax)
_____ (email)

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The written request to be excluded must be postmarked, emailed or faxed not later than _____, 2017, or 15 days from any re-mailed Notice, whichever is later. If you submit a request for exclusion which is not postmarked, emailed or faxed by _____, 2017, or 15 days from any re-mailed Notice, whichever is later, your request for exclusion will be rejected, and you will be included in the settlement class.

Option 3 – Object to the Settlement

If you wish to object to the settlement because you find it unfair or unreasonable, you may make a written objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of the grounds for your objection, and (3) copies of any papers, briefs, or other documents upon which the objection is based. The objection must be returned by mail to the Settlement Administrator at the following address: Ramirez v. Sherwood, _____. All written objections should be postmarked on or before _____ 2017, or 15 days from any re-mailed Notice, whichever is later.

You may also appear at the Final Approval Hearing set for _____, 2017, at ____ a.m. in the Los Angeles County Superior Court to object personally, or through your own counsel, paid for at your own expense. At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the settlement. If the Court rejects your objection, you will still be bound by the terms of the settlement, but you will also receive a check for your share of the settlement funds.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

Any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, that accrued during the Class Period arising from, or related to (1) failure to timely pay all earned wages pursuant to California Labor Code sections 201-204; (2) failure to provide accurate itemized wage statements pursuant to Labor Code section 226; (3) failure to provide meal and rest breaks and premiums pursuant to Labor Code section 226.7; (4) failure to pay overtime wages pursuant to Labor Code sections 510, 558, and 1194; (5) Unfair Business Practices pursuant to Business and Professions Code section 17200 et seq. based on the afore-referenced Labor Code violations; and (6) violation of the Private Attorney General Act pursuant to Labor Code section 2698 *et seq.* (“PAGA”) predicated on the afore-referenced Labor Code violations as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual or legal allegations contained in the Complaint, arising at any time during the Class Period.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Larry W. Lee
Diversity Law Group
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Tel: (213) 488-6555

William L. Marder
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

(Code of Civil Procedure Sections 1013a, 2015.5)

Olympia Peña