

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
I through 50, inclusive,

Defendants.

Case No.: BC609901

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

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

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

7 **RECITALS**

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

14 **DEFINITIONS**

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

17 1. “Action” means *Ramirez v. Sherwood Management Co.*, Case No. BC609901
18 (filed on February 10, 2016).

19 2. “Class Counsel” means Larry W. Lee and Kristen Agnew of Diversity Law
20 Group, P.C. and William L. Marder of Polaris Law Group, LLP.

21 3. “Class Counsel’s Award” means attorneys’ fees agreed upon by the Parties and
22 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all
23 reasonable costs incurred and to be incurred by Class Counsel in the Action, including, but not
24 limited to, costs associated with documenting the Settlement, securing the Court’s approval of
25 the Settlement, obtaining entry of the Judgment terminating the Action, and any other expenses.
26 Defendant agrees not to oppose Class Counsel’s request for an award of fees up to one-third of
27 the Class Settlement Amount (\$305,000.00) and costs in the amount of up to \$25,000.00, subject
28 to the Court finally approving this Settlement. Any portion of the Class Counsel Award not

1 awarded to Class Counsel shall be added to the Net Settlement Amount.

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

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

12 6. "Class Period" means the period from February 10, 2012 through December 1,
13 2016.

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

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

1 reversionary right to any portion of the Class Settlement Amount. The entire Class Settlement
2 Amount will be distributed and no part of the Class Settlement Amount will revert to Defendant.

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

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

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

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

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

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

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

1 (\$3,750.00), of the PAGA Settlement Amount shall be paid to the California Labor and
2 Workforce Development Agency ("LWDA"), and 25%, or One Thousand Two Hundred and
3 Fifty Dollars (\$1,250.00), of the PAGA Settlement Amount shall be part of the Net Settlement
4 Amount to be distributed to Participating Class Members.

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

10 17. "Notice of Objection" means a Class Member's valid and timely written objection
11 to the Settlement. For the Notice of Objection to be valid, it must be: (a) signed by the Class
12 Member, (b) filed with the Court and served on all parties, and (c) postmarked on or before the
13 Response Deadline.

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

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

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

19 21. "Plaintiff" means Mayra Ramirez.

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

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

1 breaks and premiums pursuant to Labor Code section 226.7; (4) failure to pay overtime wages
2 pursuant to Labor Code sections 510, 558, and 1194; (5) Unfair Business Practices pursuant to
3 Business and Professions Code section 17200 et seq. based on the afore-referenced Labor Code
4 violations; and (6) violation of the Private Attorney General Act pursuant to Labor Code
5 section 2698 *et seq.* (“PAGA”) predicated on the afore-referenced Labor Code violations as
6 well as any and all wage and hour claims that were asserted or could have been asserted based
7 on the factual or legal allegations contained in the Complaint, arising at any time during the
8 Class Period.

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

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

20 26. “Response Deadline” means forty-five (45) days following the date of initial
21 mailing of the Notice Packet by the Settlement Administrator.

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

27 28. “Settlement Administration Costs” means the costs payable from the Class
28 Settlement Amount to the Settlement Administrator for administering this Settlement, including,

1 but not limited to, printing, distributing, and tracking documents for this Settlement, tax
2 reporting, distributing the Class Settlement Amount, and providing necessary reports and
3 declarations, as requested by the Parties. The Settlement Administration Costs shall be paid
4 from the Class Settlement Amount, including, if necessary, any such costs in excess of the
5 amount represented by the Settlement Administrator as being the maximum costs necessary to
6 administer the Settlement. The Settlement Administration Costs are currently estimated to be
7 Eleven Thousand Dollars (\$11,000). To the extent actual Settlement Administration Costs are
8 greater than \$11,000, such excess amount shall be taken out of the Class Settlement Amount.

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

11 TERMS OF AGREEMENT

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

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

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

26 32. Class Representative Enhancement Payment. In recognition of her efforts and
27 work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or
28 impede an application or motion by Plaintiff for a Class Representative Enhancement Payment

1 of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) to Ramirez. The Class
2 Representative Enhancement Payment, which shall be paid from the Class Settlement Amount,
3 shall be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement.
4 The Settlement Administrator (and not the Defendant) shall issue an IRS Form 1099 to
5 Plaintiff reflecting the class representative payment. Any portion of the Class Representative
6 Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount.

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

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

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

1 per pay period, and then multiplying said value to the number of weeks worked by each
2 Participating Class Member during the Class Period. Participating Class Members are entitled
3 to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any
4 portion of the Net Settlement Amount. If there are any timely submitted Requests for
5 Exclusion, the Settlement Administrator shall proportionately increase the Individual
6 Settlement Payments for each Participating Class Member so that the amount actually
7 distributed to Participating Class Members equals 100% of the Net Settlement Amount.

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

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

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

26 39. Settlement Administration Process. The Parties agree to cooperate in the
27 administration of the Settlement and to make all reasonable efforts to control and minimize the
28 costs and expenses incurred in the administration of the Settlement. The Settlement

1 Administrator will provide the following services:

2 a. Establish and maintain an interest bearing Qualified Settlement Fund
3 account.

4 b. Calculate the amount of the Settlement each Class Member is eligible to
5 receive.

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

10 d. Printing and mailing the Class Members Notice.

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

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

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

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

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

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

27 41. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
28 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to

1 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
2 addresses identified in the Class List.

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

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

25 44. Request for Exclusion Procedures. Any Class Member may opt-out from the
26 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
27 postmarked within the Response Deadline. Requests for Exclusion must: (1) contain the name,
28 signature, address, telephone number and the last four digits of the Social Security number of the

1 person requesting exclusion; (2) clearly state that the Class Member does not wish to be included
2 in the Settlement; (3) be returned by mail to the Settlement Administrator at the specified
3 address; and (4) be postmarked on or before the Response Deadline, or 15 days after the re-
4 mailing, whichever is later. The date of the postmark on the return mailing envelope shall be the
5 exclusive means to determine whether a Request for Exclusion has been timely submitted. By
6 submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his
7 or his option to opt out of the class action lawsuit and not be bound by this Agreement.
8 Accordingly, a Class Member that timely submits a valid Request for Exclusion will not be
9 entitled to any money under this Settlement. A Class Member who does not request exclusion
10 from the Settlement shall be deemed a Class Member and will be bound by all terms of the
11 Settlement, if the Settlement is granted final approval by the Court.

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

16 46. Objection Procedures. Any Class Member who does not opt-out of this
17 Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class
18 Member must file a valid Notice of Objection with the Court and serve copies of the Notice of
19 Objection on the Parties before the Response Deadline, or 15 days after the re-mailing,
20 whichever is later. The Notice of Objection must be signed by the Class Member and contain all
21 information required by this Settlement. The postmark date of the filing and service shall be
22 deemed the exclusive means for determining that the Notice of Objection is timely. Class
23 Members who fail to object in the manner specified above shall be deemed to have waived all
24 objections to the Settlement and shall be foreclosed from making any objections, whether by
25 appeal or otherwise, to the Settlement. Class Members who file and serve timely Notices of
26 Objection will have a right to appear at the Final Approval Hearing in order to have their
27 objections heard by the Court, at their own expense. At no time shall any of the Parties or their
28 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the

1 Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class
2 Members with respect to any such objections to this Settlement. Any Class Member who opts-
3 out of this Settlement shall not be allowed to object to this Settlement.

4 47. Defendant's Right To Rescind. If more than five percent (5%) of the Class
5 Members opt out of the settlement by submitting valid and timely requests for exclusion,
6 Defendant has the right in its sole discretion to rescind and void the Parties' Settlement by giving
7 written notice to Class Counsel at least ten (10) business days prior to the final approval hearing.
8 In the event Defendant exercises this option to rescind, Defendant shall be solely responsible for
9 all costs incurred by the Settlement Administrator.

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

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

20 50. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
21 Administrator to Class Members shall be negotiable for not less than one hundred twenty (120)
22 calendar days from issuance. The Parties agree that California Civil Procedure Code section 384
23 is applicable to un-cashed or undeliverable Settlement Payment Checks. Those funds
24 represented by Settlement Payment Checks returned as undeliverable and those Settlement
25 Payment Checks remaining un-cashed for more than 120 calendar days after issuance will
26 constitute "unpaid residuals in class action litigation" as described in *Cundiff v. Verizon*
27 *California, Inc.*, 167 Cal. App. 4th 718 (2008). Those funds represented by un-cashed checks
28 which remain outstanding 120 calendar days after the mailing of the Settlement Payment Checks

1 by the Settlement Administrator shall escheat to the California Department of Industrial
2 Relations, Unclaimed Wages Fund, in the name of the respective employee. In such event, those
3 Class Members will nevertheless remain bound by the Settlement.

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

7 52. Administration Costs if Settlement Fails or is Delayed. If an objection to the
8 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
9 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall
10 be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement. If
11 there are no objections to the Settlement filed with the Court and the Settlement is not finally
12 approved by the Court or is otherwise voided, any costs incurred by the Settlement Administrator
13 shall be paid by Class Counsel.

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

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

24 55. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
25 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
26 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
27 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
28 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR

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

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

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

1 58. General Release by Plaintiff. As to Plaintiff herself only, upon the Effective Date,
2 and in consideration of the payment to Plaintiff of the Class Representative Enhancement
3 Payment Plaintiff and all persons purporting to act on her behalf or purporting to assert a claim
4 under or through her, including, but not limited to, her dependents, heirs and assigns,
5 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
6 personal representatives, and successors-in-interest, whether individual, class, representative,
7 legal, equitable, direct or indirect, or any other type or in any other capacity, and each of them,
8 hereby release, acquit, and forever discharge Released Parties, and each and all of them, of and
9 from any and all obligations, debts, claims, liabilities, demands, and causes of action of every
10 kind, nature and description whatsoever, whether or not now known, suspected or claimed,
11 which they ever had, now have, or may hereafter acquire by reason of employment with
12 Defendant, accruing from the beginning of time until the date that the final approval of the
13 Settlement is granted, including all claims, known or unknown. The foregoing release shall be
14 effective as a bar to any and all claims of any character, nature or kind, known or unknown,
15 suspected or unsuspected specified herein. Plaintiff expressly waives any and all rights and
16 benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or
17 similar provisions of applicable law which are as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
19 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
21 KNOWN BY HIM OR HIS MUST HAVE MATERIALLY AFFECTED HIS OR
22 HIS SETTLEMENT WITH THE DEBTOR.

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

26 60. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval
28 Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final

1 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the
2 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
3 Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms
4 of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as
5 Exhibit A.

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

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

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

24 64. Confidentiality Preceding Preliminary Approval. Plaintiff and Class Counsel
25 agree that they have not and will not publicize the settlement. Plaintiff, in response to any press
26 inquiries, will state that the Lawsuit was resolved. Class Counsel shall not report the settlement
27 on their website, and shall not contact the press, reporters or general media regarding the
28 settlement. As used herein, "press, reporters, or general media" shall refer to and include

1 newspapers, periodicals, magazines, online publications, and television and radio stations and
2 programs, and any representative of the foregoing. Notwithstanding the foregoing, Class
3 Counsel may refer on their website, after final approval, to the fact that they were appointed class
4 counsel and settled a wage/hour class action against a national employer, but without identifying
5 this action, the employer, or Defendant in any way. Nothing herein shall prevent Class Counsel
6 from communicating with Plaintiff and Class Members regarding the terms of this settlement, or
7 prevent Class Counsel from specifically referring to the settlement in adequacy declarations or
8 other court filings.

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

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

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

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

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

28 70. Execution and Counterparts. This Agreement is subject only to the execution of

1 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
2 counterparts and each of them, including facsimile and scanned copies of the signature page,
3 shall be deemed to be one and the same instrument provided that counsel for the Parties shall
4 exchange among themselves original signed counterparts.

5 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
6 believe this Agreement is a fair, adequate and reasonable settlement of the Action and have
7 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
8 litigation, taking into account all relevant factors, present and potential. The Parties further
9 acknowledge that they are each represented by competent counsel and that they have had an
10 opportunity to consult with their counsel regarding the fairness and reasonableness of this
11 Agreement.

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

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

23 74. Class Action Certification. The Parties are agreeing to class certification for
24 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding,
25 an admission of any kind by Defendant, including without limitation, that certification of a class
26 for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the
27 requisite elements for class treatment of any of the claims in this Action. If, for any reason, the
28 Settlement is not approved, this Agreement will be void and the Parties will be restored to their

1 respective positions as if they had not entered into this Agreement. The Parties further agree that
2 this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a
3 class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member. In
4 the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves
5 all rights to challenge certification of a class for trial purposes in this Action.

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

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

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

27 78. Enforcement Actions. In the event that one or more of the Parties institutes any
28 legal action or other proceeding against any other Party or Parties to enforce the provisions of

1 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
2 or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
3 fees and costs, including expert witness fees incurred in connection with any enforcement
4 actions.

5 79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
6 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
7 strictly against one party than another merely by virtue of the fact that it may have been prepared
8 by counsel for one of the Parties, it being recognized that, because of the arms-length
9 negotiations between the Parties, all Parties have contributed to the preparation of this
10 Agreement.

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

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

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

SIGNATURES

READ CAREFULLY BEFORE SIGNING

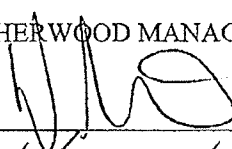
MAYRA RAMIREZ

Dated: June __, 2017

Plaintiff Mayra Ramirez

SHERWOOD MANAGEMENT CO., INC.

Dated: June 29, 2017



DAVID A. SHERWOOD, CEO
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: June __, 2017

DIVERSITY LAW GROUP, P.C.

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

DATED: June __, 2017

HIRSCHFELD KRAEMER LLP

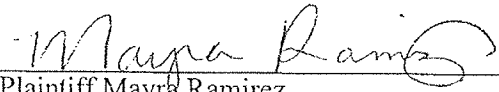
By: _____
Kirstin E. Muller
Attorneys for Defendant Sherwood Management
Co., Inc.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

MAYRA RAMIREZ

Dated: June 28, 2017


Plaintiff Mayra Ramirez

SHERWOOD MANAGEMENT CO., INC.

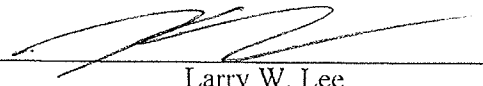
Dated: June __, 2017

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: June 28, 2017

DIVERSITY LAW GROUP, P.C.

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

DATED: June __, 2017

HIRSCHFELD KRAEMER LLP

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

SIGNATURES

READ CAREFULLY BEFORE SIGNING

MAYRA RAMIREZ

Dated: June __, 2017

Plaintiff Mayra Ramirez

SHERWOOD MANAGEMENT CO., INC.

Dated: June __, 2017

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: June __, 2017

DIVERSITY LAW GROUP, P.C.

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

DATED: June 30, 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)

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 must file an objection with the Court 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 all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be filed with the Court at 600 S. Commonwealth Ave., Los Angeles, California, 90005. You must also mail a copy of your objection to counsel for the parties at the following addresses:

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

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

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

Kirstin E. Muller
Hirschfeld Kraemer LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, CA 90401
Telephone: (310) 255-0705

All objections must be filed with the Court by not later than _____ 2017, or 15 days from any re-mailed Notice, whichever is later. Late objections will not be considered. You may also, if you wish, appear at the Final Approval Hearing set for _____, 2017, at _____ a.m. in the Los Angeles County Superior Court and discuss your objection with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing.

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.

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
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-*-***-******

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

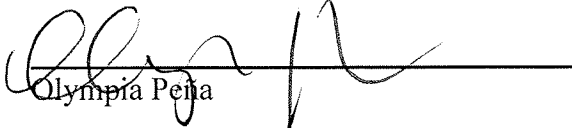
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 South Figueroa Street, Suite 1250, Los Angeles, California 90071.

On July 28, 2017, I served the following document(s) described as: **JOINT STIPULATION OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Kirstin E. Muller
Jacob R. Swiss
Hirschfeld Kraemer LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, California 90401
Attorneys for Defendant Sherwood Management Co., Inc.

 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at the website www.caseanywhere.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 28, 2017, at Los Angeles, California.


Olympia Peña

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

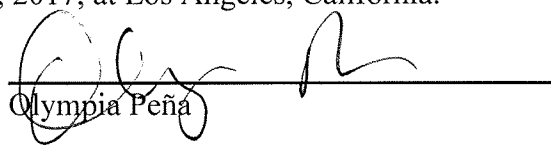
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On July 28, 2017, I served the following document(s) described as: **JOINT STIPULATION OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Department of Industrial Relations
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
PAGA@dir.ca.gov

 X BY ELECTRONIC SERVICE: I caused the above-entitled document(s) to be served through the LWDA's Private Attorney General Act (PAGA) – Filing System at the website <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>, addressed to the LWDA as it appears on the electronic service list above. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 28, 2017, at Los Angeles, California.



Olympia Peña