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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

MARIA PULIDO, as an individual, and on behalf
of all similarly situated employees,

Plaintiff,

v.

FRONT PORCH COMMUNITIES AND
SERVICES, et al., inclusive,

Defendants.

Case No. BC607175
(Lead Case)

(Assigned to the Hon. Carolyn B. Kuhl
for All Purposes, Dept. 309)

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Date Action Filed: January 14, 2016
Trial Date: Not Yet Set

REGINA REYES, ANALYN PRADERA, and
EDITHA ABILO, on behalf of themselves and all
other similarly situated,

Plaintiffs,

v.

FRONT PORCH COMMUNITIES AND
SERVICES, a California corporation; and DOES
1-50, inclusive,

Defendants.

Case No. BC622720
(Related to Lead Case: BC607175)

Date Action Filed: June 14, 2016
Trial Date: Not Yet Set

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15 REGINA REYES, ANALYN PRADERA, and EDITHA ABILO

1 This Class Action Settlement Agreement and Release ("Agreement") is entered into by
2 and between plaintiff Maria Pulido ("Pulido"), plaintiffs Regina Reyes, Analyn Pradera, and
3 Editha Abilo (the "Reyes Plaintiffs") (collectively with Pulido, the "Plaintiffs"), individually and
4 on behalf of the Pulido Class (defined below) and the Reyes Class (defined below) respectively,
5 and defendant Front Porch Communities and Services ("Front Porch" or "Defendant"), subject to
6 the approval of the Court. Plaintiffs and Defendant are referred to collectively herein as the
7 "Parties." In consideration of the promises and mutual covenants and agreements herein
8 contained, the Parties hereby covenant and agree as follows:

9 **1. RECITALS**

10 1.1 On January 14, 2016, Pulido filed a putative class action complaint against
11 Defendant in the Superior Court of the State of California, County of Los Angeles, entitled *Maria*
12 *Pulido v. Front Porch Communities and Services*, Case No. BC607175 (the "Pulido Action").
13 Pulido originally named 12 additional defendants, but dismissed them from the Pulido Action
14 after learning from Defendant that they had been improperly named. The complaint alleged
15 claims on behalf of Pulido and a putative class of all nonexempt individuals employed by
16 Defendant in California. The claims include causes of action for: (1) failure to pay wages,
17 including overtime wages (Lab. Code, §§ 510, 1194), (2) failure to provide meal periods (Lab.
18 Code, §§ 226.7, 512), (3) failure to provide rest periods (Lab. Code, § 226.7), (5) failure to keep
19 accurate payroll records (Lab. Code, §§ 226, 1174), (6) violations of the Unfair Competition Law
20 (Bus. & Prof. Code, § 17200 et seq.), and (7) civil penalties pursuant to the Labor Code Private
21 Attorneys General Act of 2004 ("PAGA") (Lab. Code, § 2698 et seq.).

22 1.2 Defendant filed its answer to the complaint in the Pulido Action on May 31, 2016,
23 generally denying all of the allegations contained in the complaint and alleging a number of
24 affirmative defenses.

25 1.3 On April 24, 2017, Pulido and Defendant executed a stipulation and proposed
26 order to amend the class definition in the Pulido Action. The purpose of the stipulation was to
27 narrow the class definition from all nonexempt individuals employed by Defendant in California
28

1 to only Certified Nursing Assistants ("CNAs") employed by Defendant in California. The Court
2 entered the order on April 26, 2017.

3 1.4 The Parties in the Pulido Action have conducted the following discovery in the
4 Action: Pulido has served and Defendant has responded to one set of general form
5 interrogatories, one set of employment law form interrogatories, one set of requests for
6 admission, one set of special interrogatories, and one set of requests for production of documents.
7 Defendant has served and Pulido has responded to one set of requests for production of
8 documents. Defendant took Pulido's deposition over the course of two days.

9 1.5 On June 14, 2016, the Reyes Plaintiffs filed a putative class action complaint
10 against Defendant in the Superior Court of the State of California, County of Los Angeles,
11 entitled *Regina Reyes, Analyn Pradera, and Editha Abilo v. Front Porch Communities and*
12 *Services*, Case No. BC622720 (the "Reyes Action"). The operative First Amended Complaint
13 was filed on July 15, 2016. The operative complaint alleges claims on behalf of the Reyes
14 Plaintiffs and a putative class of all hourly or non-exempt individuals employed by Defendant in
15 California as licensed vocational nurses, registered nurses, or in other positions with similar job
16 titles, descriptions, duties, and/or compensation arrangements. The claims include causes of
17 action for: (1) failure to provide meal periods (Lab. Code, §§ 204, 223, 226.7, 512, and 1198),
18 (2) failure to provide rest periods (Lab. Code, §§ 204, 223, 226.7, and 1198), (3) failure to pay
19 hourly wages (Lab. Code, §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198), (4) failure to
20 provide accurate written wage statements (Lab. Code, § 226, subd. (a)), (5) failure to timely pay
21 all final wages (Lab. Code, §§ 201-203), (6) unfair competition (Bus. & Prof. Code, §§ 17200 et
22 seq.), and (7) civil penalties pursuant to PAGA (Lab. Code, § 2698 et. seq.).

23 1.6 On October 12, 2016, the Court ruled the Pulido Action and the Reyes Action to
24 be related. By way of the same order, the Court stayed the Reyes Action for all purposes pending
25 resolution of the related Pulido Action. After a further status conference held on April 17, 2017,
26 when it was represented to the Court that the Pulido Action would be narrowed to CNAs only, the
27 stay was lifted on the Reyes Action.

1 1.7 Following the lifting of the stay, Defendant filed its answer to the complaint in the
2 Reyes Action on July 18, 2017, generally denying all of the allegations contained in the operative
3 amended complaint and alleging a number of affirmative defenses.

4 1.8 The Parties in the Reyes Action have conducted the following discovery in the
5 Action: Defendant has served and the Reyes Plaintiffs have each responded to one set of requests
6 for production of documents. The Reyes Plaintiffs served one set of employment law form
7 interrogatories, one set of requests for admission, two sets of special interrogatories, and one set
8 of requests for production of documents. Due to an informal discovery stay agreed to by the
9 Parties during the pendency of continued settlement discussions, Defendant did not respond to the
10 discovery. Defendant noticed the depositions of the Reyes Plaintiffs, but they did not occur due
11 to the discovery stay.

12 1.9 The Parties in both the Pulido Action and the Reyes Action (collectively, the
13 “Actions”) have investigated the facts and analyzed the relevant legal issues with regard to the
14 claims and defenses in the Actions. Based on this investigation and analysis, Plaintiffs believe
15 their respective Actions have merit, while Defendant believes the Actions have no merit.

16 1.10 The Parties have each looked at the uncertainties of continued litigation and the
17 benefits to be obtained under the proposed settlement, and have considered the costs, risks and
18 delays associated with the continued prosecution of the Actions and the likely appeals of any
19 rulings in favor of either Plaintiffs or Defendant.

20 1.11 The Parties, through their counsel, have engaged in arm’s-length negotiations
21 concerning a resolution of the Actions.

22 1.12 On March 15, 2017, the Parties participated in a mediation before the Honorable
23 Peter D. Lichtman (Ret.). Although a resolution was not reached that day, negotiations continued
24 and the Parties ultimately agreed to resolve this matter on August 18, 2017.

25 1.13 It is the Parties’ intention and the objective of this Agreement to avoid the costs
26 and risks of further litigation and trial, and to settle and dispose of, fully and completely and
27 forever, the claims released herein and described below.

1 **2. DEFINITIONS**

2 As used in this Agreement, the terms set forth in this Section 2 shall have the meanings
3 ascribed to them below.

4 **2.1 Actions.** "Actions" means the above-captioned actions entitled *Maria Pulido v.*
5 *Front Porch Communities and Services*, Case No. BC607175, currently pending in the Superior
6 Court of the State of California, County of Los Angeles, and *Regina Reyes, Analyn Pradera, and*
7 *Editha Abilo v. Front Porch Communities and Services*, Case No. BC622720, currently pending
8 in the Superior Court of the State of California, County of Los Angeles.

9 **2.2 Agreement.** "Agreement" means this Class Action Settlement Agreement and
10 Release, including all Exhibits referred to herein and attached hereto.

11 **2.3 Allocations.** "Allocations" means the amount to be paid from the Net Settlement
12 Sum to the Settlement Class Members, which shall be calculated as provided in Section 4.5 of
13 this Agreement.

14 **2.4 Claims.** "Claims" means the claims alleged in the Pulido Action for (1) failure to
15 pay wages, including overtime wages (Lab. Code, §§ 510, 1194), (2) failure to provide meal
16 periods (Lab. Code, §§ 226.7, 512), (3) failure to provide rest periods (Lab. Code, § 226.7),
17 (5) failure to keep accurate payroll records (Lab. Code, §§ 226, 1174), (6) violations of the Unfair
18 Competition Law (Bus. & Prof. Code, § 17200 et seq.), and (7) civil penalties pursuant to PAGA
19 (Lab. Code, § 2698 et seq.), and the claims alleged in the Reyes Action for (1) failure to provide
20 meal periods (Lab. Code, §§ 204, 223, 226.7, 512, and 1198), (2) failure to provide rest periods
21 (Lab. Code, §§ 204, 223, 226.7, and 1198), (3) failure to pay hourly wages (Lab. Code, §§ 223,
22 510, 1194, 1194.2, 1197, 1197.1, and 1198), (4) failure to provide accurate written wage
23 statements (Lab. Code, § 226, subd. (a)), (5) failure to timely pay all final wages (Lab. Code,
24 §§ 201-203), (6) unfair competition (Bus. & Prof. Code, §§ 17200 et seq.), and (7) civil penalties
25 pursuant to PAGA (Lab. Code, § 2698 et. seq.).

26 **2.5 Class Counsel.** "Class Counsel" means Mahoney Law Group, APC and Setareh
27 Law Group.

1 2.6 **Class Members or Class.** “Class Members” or “Class” means all persons
2 employed as nonexempt, hourly-paid CNAs, LVNs, or RNs by Defendant in California during the
3 Class Period.

4 2.7 **Class Period.** “Class Period” means from January 14, 2012 through the
5 Preliminary Approval Date.

6 2.8 **Class Notice.** “Class Notice” means the Notice of Settlement of Class Action to
7 be mailed to Class Members. The Class Notice shall be substantially in the form of Exhibit A
8 hereto, and together with the Notice of Eligible Work Weeks form, Change of Address form, and
9 Request for Exclusion form (substantially in the form of Exhibits B, C, and D, respectively) are
10 collectively referred to as the Notice Packet.

11 2.9 **CNAs.** “CNAs” means Certified Nursing Assistants.

12 2.10 **Complaints.** “Complaints” means the complaint filed by Pulido in the Pulido
13 Action on January 14, 2016 (individually referred to as the “Pulido Complaint”) and the
14 complaint filed by the Reyes Plaintiffs in the Reyes Action on June 14, 2016 (individually
15 referred to as the “Reyes Complaint”).

16 2.11 **Counsel for Defendant.** “Counsel for Defendant” means Morrison & Foerster
17 LLP.

18 2.12 **Court.** “Court” means the Superior Court of the State of California, County of
19 Los Angeles.

20 2.13 **Defendant or Front Porch.** “Defendant” or “Front Porch” means Defendant
21 Front Porch Communities and Services.

22 2.14 **Effective Date.** “Effective Date” means either (a) the date sixty (60) days after the
23 entry of the Final Judgment and Order Approving Settlement, if no motions for reconsideration
24 and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion
25 for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order
26 Approving Settlement, the date sixty (60) days after such reconsideration, appeal or review has
27 been finally concluded and is no longer subject to review, whether by appeal, petition for
28 rehearing, petition for review or otherwise.

1 **2.15 Enhancement Payment.** “Enhancement Payment” means the payment(s)
2 authorized by the Court to the Plaintiffs or any of them, if any, separate and apart from any
3 Settlement Award.

4 **2.16 Fairness Hearing or Final Approval Hearing.** “Fairness Hearing” or “Final
5 Approval Hearing” means the hearing at or after which the Court will make a final decision on
6 whether to grant Final Approval of the Settlement as fair, reasonable and adequate, implement the
7 terms of the Agreement, and enter Judgment. The Fairness Hearing shall be scheduled for a date
8 approximately ninety (90) days after the Preliminary Approval Date.

9 **2.17 Fee and Expense Award.** “Fee and Expense Award” means such award of
10 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the
11 services they have rendered to the Plaintiffs and the Settlement Class in the Actions.

12 **2.18 Final Approval or Judgment.** “Final Approval” or “Judgment” means the Final
13 Judgment and Order Approving Settlement finally approving the Settlement and this Agreement,
14 as contemplated in Section 4.7 of this Agreement.

15 **2.19 Gross Settlement Amount.** “Gross Settlement Amount” means Two Million
16 Dollars (\$2,000,000.00), which is the maximum total amount that Defendant shall be required to
17 pay, exclusive of Defendant’s share of Withholdings and Taxes, for any and all purposes under
18 this Agreement. The following shall be paid from the Gross Settlement Amount pursuant to the
19 Plan of Allocation set forth in Section 4.5, below: (a) Settlement Awards to all Settlement Class
20 Members, (b) LWDA Payment, (c) Fee and Expense Award, (d) Plaintiffs’ Enhancement
21 Payments, and (e) Settlement Administration Costs. Under no circumstances shall Defendant pay
22 any sum in excess of the Gross Settlement Amount, except for Defendant’s share of Withholdings
23 and Taxes arising from the Settlement Awards to be paid to Settlement Class Members.

24 **2.20 LWDA Payment.** “LWDA Payment” means \$15,000.00 or such other amount
25 approved by the Court, of which 75% is to be paid to the California Labor & Workforce
26 Development Agency (LWDA) for resolution of the PAGA claims alleged in the Actions, and
27 which are included in the Released Claims.

28 **2.21 LVNs.** “LVNs” means licensed vocational nurses.

1 **2.22 Net Settlement Payment.** “Net Settlement Payment” means the aggregate sum of
2 all Settlement Awards that the Administrator determines are owed to the Settlement Class under
3 this Agreement. Under no circumstances shall the Net Settlement Payment exceed the Net
4 Settlement Sum.

5 **2.23 Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
6 less the following: (a) the Fee and Expense Award, (b) the portion of the LWDA Payment
7 payable to the LWDA, (c) Plaintiffs’ Enhancement Payments, and (d) Settlement Administration
8 Costs.

9 **2.24 Notice Packet.** “Notice Packet” means the Class Notice, together with the Notice
10 of Eligible Work Weeks form (which shall be substantially in the form of Exhibit B, hereto),
11 Change of Address form (which shall be substantially in the form of Exhibit C, hereto), and
12 Request for Exclusion form (which shall be substantially in the form of Exhibit D, hereto).

13 **2.25 Notice Response Deadline.** “Notice Response Deadline” is 45 days from the date
14 of initial mailing of the Notice Packet, or such other date set by the Court in the Preliminary
15 Approval Order.

16 **2.26 Parties.** “Parties” means plaintiffs Maria Pulido, Regina Reyes, Analyn Pradera,
17 and Editha Abilo, individually and on behalf of the Class, and defendant Front Porch
18 Communities and Services (“Front Porch” or “Defendant”).

19 **2.27 Plaintiffs.** “Plaintiffs” means plaintiffs Maria Pulido, Regina Reyes, Analyn
20 Pradera, and Editha Abilo.

21 **2.28 Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
22 Settlement Sum shall be allocated to Settlement Class Members, as specified in Section 4.5,
23 below.

24 **2.29 Preliminary Approval or Preliminary Approval Order.** “Preliminary
25 Approval” or “Preliminary Approval Order” means the order preliminarily approving this
26 Settlement, which shall, among other things, preliminarily find the Settlement to be fair,
27 reasonable and adequate; approve Phoenix Settlement Administrators as the Settlement
28 Administrator; approve the content and distribution of the Notice Packet to the Class Members;

1 set the Request for Exclusion Deadline and the deadline for objecting to the Settlement; and set
2 the date for the Fairness Hearing, as contemplated in Section 4.1 of this Agreement.

3 2.30 **Preliminary Approval Date.** “Preliminary Approval Date” means the date upon
4 which the Court enters the Preliminary Approval Order.

5 2.31 **Pulido.** “Pulido” means plaintiff Maria Pulido.

6 2.32 **Pulido Action.** “Pulido Action” means the above-captioned action entitled *Maria*
7 *Pulido v. Front Porch Communities and Services*, Case No. BC607175, currently pending in the
8 Superior Court of the State of California, County of Los Angeles.

9 2.33 **Pulido Class Members or Pulido Class.** “Pulido Class Members” or “Pulido
10 Class” means all persons employed as nonexempt, hourly-paid CNAs by Defendant in California
11 during the Class Period.

12 2.34 **Released Claims.** “Released Claims” means all claims, debts, liabilities,
13 demands, obligations, damages, and actions or causes of action of any kind that arose before the
14 Preliminary Approval Date and were alleged in the Complaints or any subsequent amendment
15 thereto, or that could have been alleged based on the facts alleged in the Complaints or any
16 subsequent amendment thereto, including any claims that have been or could have been alleged
17 against the Released Parties, or any of them, arising out of the Claims or the facts alleged in the
18 Complaints or any subsequent amendment thereto, and including claims under California Labor
19 Code sections 201, 202, 203, 204, 210, 215, 216, 218, 218.5, 218.6, 223, 225, 225.5, 226, 226.3,
20 226.6, 226.7, 256, 354, 408, 510, 512, 553, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1,
21 1198, 1199, and 2698 et seq., and the Wage Orders promulgated thereunder, including (without
22 limitation) Cal. Code Regs., title 8, § 11050; California Business & Professions Code section
23 17200 et seq.; California Code of Civil Procedure section 1021.5; and 29 U.S.C. §§ 207 and
24 216. The Released Claims specifically exclude claims for workers’ compensation,
25 unemployment insurance and state disability compensation, claims under the Employment
26 Retirement Income Security Act of 1974, claims for previously vested benefits under any
27 Employer-sponsored benefits plan, wrongful termination and discrimination, retaliation, and
28 harassment under the Age Discrimination In Employment Act, the California Fair Employment

1 and Housing Act, Title VII of the Federal Civil Rights Act of 1964, the Federal Civil Rights Act
2 of 1991, the California Family Rights Act, the federal Family Medical Leave Act, the California
3 Pregnancy Leave Law, the federal Equal Pay Act of 1963, and the Americans with Disabilities
4 Act of 1990.

5 **2.35 Released Parties.** “Released Parties” means defendant Front Porch Communities
6 and Services, and its past and present officers, directors, partners, employees and agents, and
7 Front Porch Enterprises, Inc.; Front Porch Development Co., Inc.; Front Porch Communities
8 Operating Group, LLC; Front Porch Communities and Services – Casa de Mañana, LLC; Front
9 Porch Communities and Services – Claremont Manor, LLC; Front Porch Communities and
10 Services – Fredericka Manor, LLC; Front Porch Communities and Services – Kingsley Manor,
11 LLC; and Sunny View Lutheran Communities and Services, and their respective past and present
12 officers, directors, partners, employees and agents.

13 **2.36 Request for Exclusion.** “Request for Exclusion” means a written request made by
14 a Class Member to the Settlement Administrator seeking to be excluded from the Settlement
15 Class, in the manner set forth in Section 4.3. The Class Notice will include as an attachment a
16 Request for Exclusion form that shall be substantially in the form of Exhibit D hereto.

17 **2.37 Request for Exclusion Deadline.** “Request for Exclusion Deadline” means
18 45 days from the date of initial mailing of the Notice Packet, or such other date set by the Court in
19 the Preliminary Approval Order for submitting a Request for Exclusion to the Settlement
20 Administrator.

21 **2.38 Reyes Plaintiffs.** “Reyes Plaintiffs” means plaintiffs Regina Reyes, Analyn
22 Pradera, and Editha Abilo.

23 **2.39 Reyes Action.** “Reyes Action” means the above-captioned action entitled *Regina*
24 *Reyes, Analyn Pradera, and Editha Abilo v. Front Porch Communities and Services*, Case
25 No. BC622720, currently pending in the Superior Court of the State of California, County of Los
26 Angeles.

1 2.40 **Reyes Class Members or Reyes Class.** “Reyes Class Members” or “Reyes
2 Class” means all persons employed as nonexempt, hourly-paid LVNs or RNs by Defendant in
3 California during the Class Period.

4 2.41 **RNs.** “RNs” means registered nurses.

5 2.42 **Settlement.** “Settlement” means this Agreement and all actions taken pursuant to
6 and in furtherance of this Agreement.

7 2.43 **Settlement Administration Costs.** “Settlement Administration Costs” means the
8 amounts approved by the Court to be paid for the services of a Settlement Administrator to
9 administer the Settlement, including but not limited to printing and mailing the Notice Packet,
10 locating Class Members, establishing a toll-free number and post office box for receipt of Class
11 Member communications, calculating Settlement Awards, issuing Settlement Award checks to
12 Settlement Class Members, paying all Withholdings and Taxes, issuing the portion of the LWDA
13 Payment payable to the LWDA, issuing a check in payment of the Fee and Expense Award, as
14 approved by the Court, issuing checks in payment of the Enhancement Payment awards, as
15 approved by the Court, and reporting all Settlement Awards and other payments made hereunder
16 on Internal Revenue Service (IRS) Forms W2 and 1099-MISC, as applicable. It is estimated that
17 the Settlement Administration Costs will total \$13,340.00.

18 2.44 **Settlement Administrator.** “Settlement Administrator” means Phoenix
19 Settlement Administrators, or such other administrator as may be approved by the Court, which
20 shall be responsible for administering the Settlement pursuant to the terms of the Agreement, the
21 Notice Packet, the Preliminary Approval Order, and the Judgment. The Settlement Administrator
22 shall agree to confidentiality terms as may be required by Defendant regarding personnel and
23 payroll data provided to the Settlement Administrator and shall work with Class Counsel and
24 Counsel for Defendant to implement and administer appropriate fraud-prevention policies. The
25 Settlement Administration Costs shall be paid out of the Settlement Fund Amount.

26 2.45 **Settlement Award.** “Settlement Award” means the amount that the Settlement
27 Administrator determines is owed to a Settlement Class Member pursuant to the Plan of
28 Allocation described in Section 4.5, below.

1 2.46 **Settlement Class.** “Settlement Class” means Plaintiffs and all Settlement Class
2 Members.

3 2.47 **Settlement Class Members.** “Settlement Class Members” means each Class
4 Member who does not submit a valid and timely Request for Exclusion.

5 2.48 **Settlement Fund.** “Settlement Fund” means the fund established and
6 administered by the Settlement Administrator for the purpose of receiving and disbursing
7 amounts to be paid to Settlement Class Members, the LWDA, Plaintiff, Class Counsel, and the
8 Settlement Administrator pursuant to this Agreement. The Settlement Fund shall be funded by
9 Defendant following the Effective Date in accordance with Section 4.9.1, below.

10 2.49 **Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
11 that Defendant shall remit to the Settlement Administrator in accordance with Section 4.9.1,
12 below, which shall consist of the following amounts, the aggregate of which shall not exceed the
13 Gross Settlement Amount: (a) the Net Settlement Payment, (b) the Fee and Expense Award,
14 (c) the portion of the LWDA Payment payable to the LWDA, (d) Plaintiffs’ Enhancement
15 Payments, and (e) the Settlement Administration Costs, subject to Section 2.50, below.

16 2.50 **Withholdings and Taxes.** “Withholdings and Taxes” means all withholdings
17 from the Settlement Awards required by law plus all federal, state, and local employment payroll
18 taxes due in regard to the Settlement Awards, whether owed by a Settlement Class Member or by
19 Defendant. Defendant shall provide the Settlement Administrator with an additional amount
20 sufficient to cover Defendant’s share of Withholdings and Taxes arising from the Settlement
21 Awards to be paid to Settlement Class Members, as computed by the Settlement Administrator in
22 accordance with Section 4.8.

23 2.51 **Work Weeks and Adjusted Work Weeks.** “Work Weeks” means the number of
24 weeks a Class Member was employed by Defendant and received a pay check during the Class
25 Period. Work Weeks will be calculated according to Defendant’s records. A Settlement Class
26 Member’s Work Weeks will be calculated by multiplying the number of pay checks (which are
27 paid biweekly) received during the Class Period by two. Settlement Class Members may dispute
28 the number of eligible Work Weeks they worked during the Class Period by completing and

1 returning the Notice of Eligible Work Weeks form included with the Class Notice, which shall be
2 substantially in the form of Exhibit D hereto. "Adjusted Work Weeks" means a Class Member's
3 total Work Weeks adjusted by: (1) a multiplier based on his/her job title, and (2) the average
4 number of hours he or she worked per pay period throughout the Class Period, as reflected in
5 Defendant's records. The multipliers for each of the three job titles at issue are as follows: (1)
6 RNs – 2.59, (2) LVNs – 1.91, (3) CNAs – 1, as further described in Section 4.5.2 below.

7 **3. SETTLEMENT TERMS**

8 **3.1 Certification of Settlement Class.** For purposes of settlement and the
9 proceedings contemplated by this Agreement only, the Settlement Class shall be provisionally
10 certified and consist of Plaintiffs and all Class Members.

11 **3.2 Decertification if Settlement Not Approved.** Defendant does not consent to
12 certification of the Settlement Class or any class or settlement class for any purposes other than to
13 effectuate the Settlement of the Actions. If, for any reason, the Settlement does not become final,
14 any certification of any Settlement Class will be vacated and the Parties will be returned to their
15 positions with respect to the Actions as if the Agreement had not been entered into. In the event
16 that Final Approval is not achieved: (a) any Court order preliminarily approving the certification
17 of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be
18 used or cited thereafter by any person or entity; and (b) the fact of the Settlement reflected in this
19 Agreement, that Defendant did not oppose the certification of the Settlement Class under this
20 Agreement, or that the Court preliminarily approved the certification of the Settlement Class,
21 shall not be used or cited thereafter by any person or entity in any manner whatsoever, including
22 without limitation any contested proceeding relating to the certification of any class. In the event
23 the terms and conditions of this Agreement are substantially modified by the Court, Defendant
24 and Plaintiffs reserve the right to declare this Agreement null and void, in its or their sole
25 discretion, within fourteen (14) days after such modification; *provided, however*, the Party
26 exercising this right shall be solely responsible for the Settlement Administrator's expenses
27 incurred through the date of that Party's exercise, not to exceed the amount approved by the Court
28 in the Preliminary Approval Order.

1 **3.3 Settlement Payment by Defendant.** In full settlement of the Released Claims
2 and following the Effective Date, Defendant shall deliver the Settlement Fund Amount to the
3 Settlement Administrator for establishment of the Settlement Fund, in accordance with the
4 timeline set forth in Section 4.9.1, below. The Settlement Fund shall consist of the following
5 amounts, the aggregate of which shall not exceed the Gross Settlement Amount: (a) the
6 Settlement Awards for all Settlement Class Members, (b) the Fee and Expense Award, (c) the
7 LWDA Payment, (d) Plaintiffs' Enhancement Payments, and (e) the Settlement Administration
8 Costs. Concurrently with its delivery of the Settlement Fund Amount, Defendant shall also
9 deliver to the Settlement Administrator Defendant's share of the Withholdings and Taxes, as
10 calculated by the Settlement Administrator based on the wage portion of the Settlement Awards.

11 **3.4 Attorneys' Fees and Costs.** Defendant agrees not to oppose Plaintiffs'
12 application for attorneys' fees of \$666,666.67 (33.33%) of the Gross Settlement Amount and
13 costs not to exceed \$30,000.00, subject to Court approval. Plaintiffs agree not to petition the
14 Court for more than \$666,666.67 for attorneys' fees or more than \$30,000.00 for costs, and in no
15 event shall Defendant be liable for any attorneys' fees or costs in excess of these amounts. The
16 Fee and Expense Award shall represent payment for all claims for Class Counsel's attorneys' fees
17 and costs, past and future, incurred in the Actions. The Fee and Expense Award shall be paid
18 from the Settlement Fund Amount, and Defendant shall not otherwise be required to pay for any
19 portion of Plaintiffs' or the Class Members' attorneys' fees, costs or expenses. The Fee and
20 Expense Award shall be paid to Class Counsel following the Effective Date, in accordance with
21 Section 4.9.2, below. An award by the Court of attorneys' fees or costs that is less than the
22 amounts applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw
23 from the Settlement.

24 **3.5 Enhancement Payments.** Defendant agrees not to oppose Plaintiffs' application
25 for Enhancement Payments not to exceed the sum of \$15,000.00 for Pulido and \$5,000.00 for
26 each of the Reyes Plaintiffs for their service in bringing and prosecuting the Actions on behalf of
27 the Class and in consideration of Plaintiffs' general release of claims set forth in Section 5.4. The
28

Enhancement Payments, if approved by the Court, shall be paid to Plaintiffs following the Effective Date, in accordance with Section 4.9.2, below.

3.6 **LWDA Payment.** The Parties agree to seek approval from the Court for a payment of \$15,000.00 for resolution of the PAGA claims alleged in the Actions. The Parties agree that 75% of the LWDA Payment shall be paid to the LWDA and 25% of the LWDA Payment shall remain part of the Net Settlement Sum. The LWDA Payment shall be paid to the LWDA following the Effective Date, in accordance with Section 4.9, below, from the Settlement Fund administered by the Settlement Administrator and funded by Defendant.

3.7 **Interim Stay of Proceedings.** The Parties agree to the entry of a formal stay of all proceedings in the Actions, except such proceedings as may be necessary to implement and complete the Settlement, pending the Fairness Hearing to be conducted by the Court.

4. CLASS SETTLEMENT PROCEDURES

4.1 **Preliminary Approval.** As soon as practicable after execution of this Agreement, Plaintiffs shall apply for Preliminary Approval of the Settlement. Plaintiffs' application shall request the Court to:

4.1.1 Preliminarily approve this Agreement as fair, reasonable, and adequate;

4.1.2 Preliminarily approve form, manner, and content of: the Class Notice described in Section 4.2 and attached as Exhibit A, the Notice of Eligible Work Weeks form described in Section 2.51 and attached as Exhibit B, the Change of Address form attached as Exhibit C, and the Request for Exclusion form described in Section 4.3 and attached as Exhibit D.

4.1.3 Approve Phoenix Settlement Administrators as the Settlement Administrator;

4.1.4 Set deadlines for the Settlement Administrator to provide the Class Notice, and for Class Members to opt out or object to the Settlement;

4.1.5 Set the date and time for the Fairness Hearing;

4.1.6 Provisionally certify the Settlement Class;

4.1.7 Appoint Plaintiffs as class representatives for settlement purposes only;

4.1.8 Appoint Class Counsel as class counsel for settlement purposes only; and

1 4.1.9 Stay all proceedings in the Actions until Final Approval.

2 Class Counsel shall draft the preliminary approval papers and give Counsel for Defendant
3 a draft of the papers to review at least three (3) court days before they are filed. At the time the
4 Settlement was entered into, Class Counsel and Counsel for Defendant have agreed upon a
5 proposed Preliminary Approval Order.

6 4.2 **Class Notice.** Subject to Court approval, the Parties agree that as soon as
7 practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall
8 provide notice to the Settlement Class pursuant to the following procedures:

9 4.2.1 **Information Regarding Class Members.** Within fifteen (15) business
10 days following entry of the Preliminary Approval Order, Defendant will provide the Settlement
11 Administrator the following information with respect to each Class Member: (i) name, (ii) last
12 known residence address, (iii) last known telephone number, (iv) social security number, (v) dates
13 of employment with Defendant, (vi) number of pay checks received during the Class Period, (vii)
14 average hours worked during each pay period during the Class Period; , and (ix) job title(s) during
15 the Class Period and the corresponding date(s) each position was held. The information
16 Defendant provides to the Settlement Administrator, along with any updated contact information
17 identified by the Settlement Administrator as set forth in Section 4.2.2, below, shall be used
18 solely to administer the Notice Packet and Settlement Award process described herein, shall
19 remain confidential, and shall not be disclosed to anyone, except pursuant to the express written
20 authorization of Defendant or the individual in question, by order of the Court, or to the extent
21 necessary to fulfill the Settlement Administrator's reporting obligations hereunder.

22 4.2.2 **Settlement Administrator Duties.** The Settlement Administrator's duties
23 shall include, without limitation, among others: (i) printing and mailing to the Class Members the
24 Notice Packet, consisting of the Class Notice, Notice of Eligible Work Weeks, Change of
25 Address form, and Request for Exclusion form, as directed by the Court; (ii) taking all steps
26 reasonably necessary to ensure Class Members timely receive the Notice Packet; (iii) calculating
27 the number of Work Weeks worked by Class Members, including resolving any disputes by
28 Settlement Class Members about the number of Eligible Work Weeks they worked during the

1 Class Period; (iv) taking receipt of and safeguarding the Settlement Fund Amount; (v) calculating
2 and distributing Settlement Awards, the LWDA Payment, the Enhancement Payments, and the
3 Fee and Expense Award, provided such amounts are approved by the Court; (vi) calculating and
4 paying all Withholdings and Taxes; and (vii) issuing IRS Forms W2 and 1099-MISC, as
5 applicable, reporting all Settlement Awards, the Enhancement Payments, and the Fee and
6 Expense Award, (viii) sending postcards following the distribution of the Settlement Awards to
7 remind Class Members to cash their Settlement Payments before the void date, and
8 (ix) forwarding sums represented by uncashed checks to the California Department of Industrial
9 Relations Unpaid Wage Fund, together with such other tasks as the Parties may mutually agree
10 upon or the Court may order the Settlement Administrator to perform. The Settlement
11 Administrator shall take all reasonable steps to ensure that (a) the highest percentage of Class
12 Members receive the Notice Packet; (b) Class Members who wish to participate in the Settlement
13 are permitted to do so consistent with this Agreement; and (c) it has the most current and accurate
14 addresses for Class Members, including, but not limited to performing an initial National Change
15 of Address database search on all Class Members who are no longer employed by Defendant. In
16 addition, the Settlement Administrator shall perform a standard search, also known as "batch,"
17 "skip trace," or "credit header" searches, on all addresses returned as undeliverable. The
18 Settlement Administrator shall immediately re-mail the Notice Packet to all updated addresses
19 obtained through its efforts to locate the most current and accurate addresses for Class Members.
20 Should a Notice Packet associated with a currently employed Class Member be returned as
21 undeliverable, Defendant will review its records and, if an updated address is reflected in its
22 records, provide the Settlement Administrator with an updated mailing address for remailing of
23 the Notice Packet. The Settlement Administrator shall also provide toll-free telephone support
24 and a post office box to facilitate Class Member communications; maintain appropriate databases
25 to fulfill its duties; receive, control and account for all returned Notice Packets, disputes, requests
26 for exclusion/opt-outs and objections; calculate the Settlement Class Members' payments; and
27 prepare and deliver reports to Class Counsel and Counsel for Defendant on a weekly basis that
28 communicate the status of the notice process, including the number of Notice Packets mailed,

1 returned, searched and re-mailed as well as disputes, requests for exclusion and objections. In
2 addition to the duties identified above, the Settlement Administrator shall prepare final
3 declarations, reports, and invoices that accurately describe the notice process, the level of
4 participation, and actions taken to ensure the best possible notice of the Settlement was provided
5 to Class Members.

6 **4.2.3 Mailing of Notice Packet to Class Members.** No later than fifteen (15)
7 business days following receipt of the information to be provided under Section 4.2.1 above, the
8 Settlement Administrator shall mail the Notice Packet (consisting of the Notice of Settlement of
9 Class Action, Notice of Eligible Work Weeks form, Change of Address form, and Request for
10 Exclusion form) to all Class Members. The Settlement Administrator shall send a copy of the
11 Notice Packet in the form approved by the Court in its Preliminary Approval Order to Class
12 Members, via first class United States mail, using the most current mailing address. Any Notice
13 Packets returned to the Settlement Administrator with a forwarding address shall be immediately
14 re-mailed by the Settlement Administrator. The Settlement Administrator shall conduct one skip-
15 trace address search for any Class Member's Notice Packet that is returned without a forwarding
16 address and shall, upon obtaining a new or different address, immediately re-mail the Class
17 Member's Notice Packet. It shall be presumed that each and every Class Member whose Notice
18 Packet is not returned to the Settlement Administrator as undeliverable within thirty (30) days
19 after mailing has actually received the Notice Packet. Plaintiff, Defendant, and their respective
20 counsel each agree that, other than as provided in this Agreement, they will not distribute any
21 documents, notices, or information regarding these Actions or the Settlement to any Class
22 Member, unless a specific request is first made by the Class Member or the Court.

23 **4.2.4 Indemnification.** Without prejudice to any other remedies, the Settlement
24 Administrator shall agree to be responsible for any breach of its obligations (whether committed
25 by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their
26 counsel harmless from and against all liabilities, claims, causes of action, costs and expenses
27 (including legal fees and expenses) arising out of any breach committed by the Settlement
28 Administrator or its agents.

1 4.3 **Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded
2 from or opt out of the Settlement must submit a written, signed Request for Exclusion to the
3 Settlement Administrator, within the deadline set by the Court.

4 4.3.1 **Contents of Request.** The Request for Exclusion must contain (i) the
5 name of the Actions; (ii) the full name, address, telephone number, and last four digits of the
6 Social Security Number of the person requesting to be excluded; (iii) the words "Request for
7 Exclusion" at the top of the document; and (iv) the following statement:

8 "I wish to be excluded from the Settlement of the cases *Maria*
9 *Pulido v. Front Porch Communities and Services*, Case
10 No. BC607175, currently pending in the Superior Court of the State
11 of California, County of Los Angeles, and *Regina Reyes, Analyn*
12 *Pradera, and Editha Abilo v. Front Porch Communities and*
13 *Services*, Case No. BC622720, currently pending in the Superior
14 Court of the State of California, County of Los Angeles."

15 4.3.2 **Form Included with Notice Packet.** The Notice Packet shall include a
16 Request for Exclusion form substantially in the form of Exhibit D that a Class Member may use
17 for the purpose of requesting to be excluded from the Settlement.

18 4.3.3 **Personal Signatures.** The Request for Exclusion must be personally
19 signed by the Class Member who seeks to opt out. No Class Member may opt out by having a
20 request to opt out submitted by an actual or purported agent or attorney acting on behalf of the
21 Class Member. No opt out request may be made on behalf of a group of Class Members.

22 4.3.4 **Timeliness.** For purposes of determining timeliness, Requests for
23 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
24 Service or other delivery service. The Settlement Administrator shall stamp the date received on
25 the original of any Request for Exclusion it receives. Not later than fifteen (15) days after the
26 Request for Exclusion Deadline set by the Court, the Settlement Administrator will inform Class
27 Counsel and Counsel for Defendant of the total number of Settlement Class Members who timely
28 submitted valid Requests for Exclusion. Not later than ten (10) business days before the date set
for the Fairness Hearing, the Settlement Administrator shall serve copies of all date-stamped
Requests for Exclusion on Class Counsel and Counsel for Defendant as well as a declaration

1 describing the Class Notice procedures. The Settlement Administrator shall retain the originals of
2 all Requests for Exclusion in its files. Counsel for the Parties shall not use or disclose the
3 information thus received for any purpose other than the effectuation of the Settlement.

4 **4.3.5 Non-Opt Outs Bound.** Each Class Member who does not submit a
5 Request for Exclusion substantially in compliance with this Section 4.3 within the deadline set by
6 the Court shall be bound by the terms of this Agreement, any Court order approving the terms of
7 the Settlement, and the Judgment entered thereon.

8 **4.3.6 Resolution of Disputes.** In the event of any issue over the completeness,
9 accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet and confer in
10 good faith for the purpose of resolving the issue and, if the issue cannot be resolved, shall submit
11 the dispute to the Settlement Administrator for a final and binding determination that shall not be
12 appealable.

13 **4.3.7 Defendant's Right to Rescind.** If more than ten percent (10%) of
14 prospective Settlement Class Members opt out, then Defendant shall have the option, in its sole
15 discretion, to rescind this Agreement, in which case all of Defendant's obligations under this
16 Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If
17 Defendant exercises this option, it shall provide Plaintiffs with written notice of its election within
18 thirty (30) days of the Request for Exclusion Deadline set by the Court, with a copy to the
19 Settlement Administrator, at which point the Parties shall return to their respective positions that
20 existed before the execution of this Agreement, and no term of this Agreement or any draft
21 thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement
22 discussions, shall have any effect or be admissible as evidence for any purpose in the Actions, or
23 in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this
24 Agreement is rescinded by Defendant pursuant to this Section 4.3.7, Defendant shall pay the
25 expenses incurred by the Settlement Administrator through the date of Defendant's election to
26 rescind, not to exceed the amount approved by the Court in the Preliminary Approval Order.

27 **4.4 Objections.** Only Settlement Class Members (i.e., those Class Members who
28 have not excluded themselves from the Settlement) may object to the Settlement.

1 **4.4.1 Manner of Objecting.** Settlement Class Members who wish to object to
2 the Settlement must send to the Settlement Administrator, a personally signed, written statement
3 objecting to the Settlement, setting forth their name, address, telephone number and the basis for
4 their objections, postmarked on or before the Notice Response Deadline. Settlement Class
5 Members who timely submit a signed objection to the Settlement may, but are not required to,
6 appear at the Fairness Hearing. No later than five (5) business days from the Responsive
7 Deadline, the Settlement Administrator shall provide copies of all objections received from
8 Settlement Class Members, along with documents showing the postmarked date for each
9 objection.

10 **4.4.2 Effect of Not Timely Objecting.** No Settlement Class Member shall be
11 entitled to be heard at the Fairness Hearing, whether individually or through separate counsel,
12 unless the written statement of objections and supporting materials are timely filed and served as
13 set forth herein. Settlement Class Members who fail to file and serve timely written objections in
14 the manner specified above shall be deemed to have waived any objections and shall be
15 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

16 **4.5 Plan of Allocation: Calculation of Settlement Awards.** The Settlement
17 Administrator shall be responsible for the Allocations of the Net Settlement Sum to Settlement
18 Class Members. The Settlement Awards to Settlement Class Members will be paid on a pro rata
19 basis as follows:

20 **4.5.1** Before computing the amounts of any Settlement Awards to be paid to
21 Settlement Class Members, the Settlement Administrator shall determine the amount of the Net
22 Settlement Sum by deducting from the Gross Settlement Amount the following: (a) the Fee and
23 Expense Award, (b) the portion of the LWDA Payment payable to the LWDA, (c) the
24 Enhancement Payments, and (d) the Settlement Administration Costs.

25 **4.5.2** The Settlement Award for each Settlement Class Member shall be the
26 Settlement Class Member's pro-rata share of the Net Settlement Sum, calculated as follows: The
27 Settlement Administrator shall calculate the Work Weeks for each Settlement Class Member by
28 multiplying the number of pay checks the Settlement Class Member received during the Class

1 Period by two. The Settlement Administrator shall then calculate the Adjusted Work Weeks for
2 each Settlement Class Member by multiplying each Settlement Class Member's Work Weeks by
3 his or her average number of hours per pay period and by the multiplier for his or her job title,
4 which are as follows: (1) RNs – 2.59, (2) LVNs – 1.91, (3) CNAs – 1. The multipliers are based
5 on the variance between each job title's average hourly rate of pay. The Settlement
6 Administrator shall then calculate the total number of Adjusted Work Weeks for all Settlement
7 Class Members. The Settlement Administrator will then divide the Net Settlement Sum by the
8 total Settlement Class Member Adjusted Work Weeks. This will result in a per unit value for
9 each Adjusted Work Week. The Settlement Administrator will then take the unit value and
10 multiply it by the number of Adjusted Work Weeks for each Settlement Class Member to
11 determine his or her share of the Net Settlement Sum.

12 4.5.3 The Settlement Administrator shall pay Settlement Awards from the Net
13 Settlement Sum and shall pay only those Settlement Awards payable to Settlement Class
14 Members. It is anticipated that the Settlement Class Members may be a subset of the Class
15 Members because some number of Class Members may opt out of the Settlement.

16 4.5.4 The Settlement Administrator shall determine the Settlement Award that
17 each Settlement Class Member is entitled to receive, pursuant to the formula set forth in
18 Sections 4.5.2, above. In order to determine the amount of the Settlement Award to which each
19 Settlement Class Member is entitled, the Settlement Administrator shall use the information
20 provided by Defendant pursuant to Section 4.2.1, above. In the event a dispute arises with respect
21 to a Settlement Award amount, the Settlement Administrator shall make the final and binding
22 determination of the amount to be awarded, which shall not be appealable.

23 4.6 **Taxes.**

24 4.6.1 **Withholdings and Taxes.** The Parties agree that, for purposes of this
25 Settlement, Settlement Awards shall be allocated twenty percent (20%) to wages subject to
26 Withholdings and Taxes, forty percent (40%) to interest, and forty percent (40%) to penalties
27 under the California Labor Code.
28

1 **4.6.2 Tax Reporting.** When reporting Settlement Awards for Settlement Class
2 Members for tax purposes, if applicable, the amount of each Settlement Award allocated to wages
3 under Section 4.6.1 shall be reported by the Settlement Administrator on IRS Form W-2 as
4 wages, and the remainder of the Settlement Award shall be reported by the Settlement
5 Administrator on IRS Form 1099-MISC as interest and penalties.

6 **4.6.3 Settlement Class Member Obligations.** Each Settlement Class Member
7 receiving a Settlement Award shall be responsible for paying his or her share of applicable
8 federal, state, and local income taxes on all amounts such person receives pursuant to this
9 Agreement.

10 **4.6.4 Settlement Administrator Responsibilities Regarding Taxes.** It shall be
11 the responsibility of the Settlement Administrator or its designee to timely and properly withhold
12 all applicable Withholdings and Taxes from Settlement Class Members based on their Settlement
13 Award amounts and to prepare and deliver the necessary tax documentation for signature by all
14 necessary parties and, thereafter, to pay Withholdings and Taxes to the appropriate authorities,
15 and to file all necessary information and other tax returns. Payments to Settlement Class
16 Members, Plaintiffs, and Class Counsel pursuant to this Agreement shall be reported on IRS
17 Forms W-2 or 1099-MISC as applicable, with copies provided to the respective Settlement Class
18 Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law,
19 and also to Defendant. All Withholdings and Taxes deposited with the applicable governmental
20 entities in accordance with this Agreement, other than Defendant's share of Withholdings and
21 Taxes arising from the Settlement Awards, shall be part of, and paid out of, the Settlement Award
22 to each Settlement Class Member.

23 **4.6.5 Tax Expenses Resulting from Settlement Administration.** All
24 reasonable and direct expenses and costs incurred by or at the direction of the Settlement
25 Administrator in connection with the administration of the Settlement (including, without
26 limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the
27 Settlement Administrator, and mailing and distribution costs and expenses relating to the filing
28 (or failure to file) the informational and other tax returns described above) shall be considered a

1 cost of administration of the Settlement and shall be part of the Settlement Administration Costs,
2 to be paid out of the Settlement Fund Amount.

3 **4.6.6 No Claims.** No person shall have any claim against any of the Released
4 Parties, Counsel for Defendant, Plaintiffs, the Class Members, Class Counsel, or the Settlement
5 Administrator based on mailings, distributions, and payments made in accordance with or
6 pursuant to this Agreement.

7 **4.6.7 Employer's Share of Withholdings and Taxes.** The employer's share of
8 Withholdings and Taxes, including without limitation statutory Federal and California payroll and
9 employment taxes arising from wage payments to Settlement Class Members under this
10 Agreement, shall be paid by Defendant in addition to the Settlement Fund Amount.

11 **4.7 Final Approval and Entry of Judgment.** Following the Request for Exclusion
12 Deadline and before the Fairness Hearing, on or before the date set by the Court, Plaintiffs shall
13 move for Final Approval of the Settlement. Class Counsel shall draft the final approval papers
14 and give Counsel for Defendant a draft of the papers to review at least three (3) court days before
15 they are filed. At the time the Settlement was entered into, Class Counsel and Counsel for
16 Defendant have agreed upon a proposed Final Judgment and Order Approving Settlement.

17 **4.8 Calculation of Defendant's Share of Withholdings and Taxes.** Within twenty
18 (20) business days from the date of Final Approval of the Settlement, the Settlement
19 Administrator shall calculate and advise Counsel for Defendant of the amount of Defendant's
20 share of Withholdings and Taxes as set forth in Section 2.50 of this Agreement.

21 **4.9 Distribution of Settlement Awards.** After the Effective Date, the Settlement
22 Awards shall be distributed to Settlement Class Members in accordance with the procedures set
23 forth below:

24 **4.9.1 Remittance of Settlement Fund Amount.** Within ten (10) business days
25 from the Effective Date, Defendant will remit the Settlement Fund Amount to the Settlement
26 Administrator for the establishment of the Settlement Fund. At the same time, Defendant will
27 also remit Defendant's share of Withholdings and Taxes arising from the Settlement Awards.
28

1 **4.9.2 Delivery of Payments.** Within five (5) business days from Defendant's
2 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
3 Administrator shall establish the Settlement Fund and distribute (a) the Fee and Expense Award
4 to Class Counsel, (b) the Settlement Award checks to each Settlement Class Member, (c) the
5 portion of the LWDA Payment payable to the LWDA, (d) the Enhancement Payments to
6 Plaintiffs, and (e) the Withholdings and Taxes arising from the Settlement Awards to the
7 appropriate government entities. Within fifteen (15) business days from Defendant's remittance
8 of the Settlement Fund Amount and Defendant's share of Withholdings and Taxes arising from
9 the Settlement Awards, the Settlement Administrator shall provide Class Counsel and Counsel for
10 Defendant a written report listing each Settlement Class Member, the amount of the Settlement
11 Award to be paid to each Settlement Class Member, and the amount of Withholdings and Taxes
12 for each such Settlement Award. Class Counsel shall hold the information contained in this
13 report in strictest confidence and not use or disclose it for any purpose, except on the written
14 authorization of counsel for Defendant or by order of the Court. No payments shall be made or
15 distributed unless and until the orders and Judgment described in this Agreement are final
16 (meaning that the right to appeal or otherwise seek review of such orders or the Judgment has
17 expired) and on the condition that no appeals from the orders and the Judgment have been filed.
18 Additionally, by no later than the date set by the Court in its Final Approval order, the Settlement
19 Administrator shall file a report with the Court setting forth (1) the total amount of money paid to
20 the Settlement Class Members who received Settlement Awards, (2) the portion of the LWDA
21 Payment paid to the LWDA, (3) the Enhancement Payments paid to Plaintiffs, and (4) the Fee
22 and Expense Award paid to Class Counsel.

23 **4.9.3 Negotiation of Settlement Checks.** Checks tendered to Settlement Class
24 Members shall remain valid and negotiable for one hundred and eighty (180) days from the date
25 of their issuance and shall thereafter be automatically cancelled if not cashed by the Settlement
26 Class Member within that time, at which time the Settlement Class Member's claim shall be
27 deemed null and void and of no further force and effect, although the individual shall remain a
28 Settlement Class Member bound by the Judgment entered in the Actions. Any amounts from

1 uncashed checks shall escheat to the State of California, Department of Industrial Relations
2 Unclaimed Wages. If a Settlement Class Member has not cashed his or her check by the 30th day
3 from the check issuance, the Settlement Administrator shall send a postcard to the Settlement
4 Class Member reminding him or her of the last day to do so. Administration of the Settlement
5 shall be completed no later than two hundred and seventy (270) days from the Effective Date.

6 **4.9.4 Discharge of Obligations.** Defendant shall fully discharge its obligations
7 to Plaintiffs and the Settlement Class Members through the remittance of the Settlement Fund
8 Amount to the Settlement Administrator as set forth in Section 4.9.1, above, regardless of
9 whether checks representing individual Settlement Awards are actually received and/or
10 negotiated by Settlement Class Members. Once Defendant has complied with its obligation set
11 forth in Section 4.9.1, above, it will be deemed to have satisfied all terms and conditions under
12 this Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall
13 have no further obligations under the terms of the Agreement, regardless of what occurs with
14 respect to the further administration of the Settlement. Without prejudice to any other remedies,
15 both the Settlement Administrator and Class Counsel shall hold the Released Parties harmless
16 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
17 and expenses) arising out of any failure to timely or properly compensate Class Members as
18 provided for in this Agreement.

19 **4.10 Questions and Disputes.** In the event that questions or disputes arise regarding
20 the entitlement of any Class Member under this Agreement, counsel for each Party shall
21 cooperate to provide to counsel for the other Parties and the Settlement Administrator all
22 available information reasonably necessary to resolve them. Such information shall be provided
23 in either electronic form or hard copy, as the Settlement Administrator may reasonably request. If
24 the Parties cannot resolve any dispute concerning the entitlement of any Class Member under this
25 Agreement, the dispute(s) shall be submitted to the Settlement Administrator, who shall resolve
26 the dispute(s) and whose decision shall be final and binding and non-appealable. In such a
27 dispute, the information provided by Defendant will be presumed accurate.

1 **4.11 Notification and Certification by Settlement Administrator.** The Settlement
2 Administrator shall keep Counsel for Defendant and Class Counsel apprised of the status of the
3 Settlement administration process and its distribution of Settlement Awards. Upon completion of
4 administration of the Settlement, the Settlement Administrator shall provide a detailed, written
5 certification of such completion to the Court and counsel for the Parties.

6 **4.12 Nullification of Settlement Agreement if Settlement Not Approved.** In the
7 event: (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the
8 Court does not finally approve the Settlement as provided herein; (c) the Court does not enter the
9 Judgment as provided herein; or (d) the Settlement does not become final for any other reason,
10 including the exercise of Defendant's right to reject the Settlement under Section 4.3.7, above,
11 this Agreement shall be null and void *ab initio* (with the exception of this Section and
12 Section 4.3.7 regarding payment to Settlement Administrator) and any order or Judgment entered
13 by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by
14 stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses as
15 of August 18, 2017. In the event an appeal is taken from the Judgment, or any other appellate
16 review is sought before the Effective Date, administration of the Settlement shall be stayed
17 pending final resolution of the appeal or other appellate review.

18 **5. ENTRY OF JUDGMENT AND RELEASES**

19 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
20 Class Counsel shall, with the cooperation of Counsel for Defendant as reasonably requested by
21 Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the
22 Agreement by the Court, including responding to any objectors, intervenors, or other persons or
23 entities seeking to preclude approval of this Agreement.

24 **5.2 Entry of Judgment.** The Final Judgment and Order Approving Settlement agreed
25 upon by Class Counsel and Counsel for Defendant shall include a provision for entry of judgment
26 in accordance with this Agreement, with each Party to bear all of his or its own costs and
27 attorneys' fees, except as expressly set forth herein.

1 **5.3 The Settlement Class Release.** Upon the Effective Date, all Settlement Class
2 Members shall be deemed to have, and by operation of the Judgment shall have, expressly
3 released, waived and relinquished the Released Claims. The Settlement Class Members shall
4 thereupon be barred from suing or otherwise making a claim against any of the Released Parties
5 for any of the Released Claims and shall be forever enjoined from filing any actions, claims,
6 complaints or proceedings regarding the Released Claims with the California Division of Labor
7 Standards Enforcement or the United States Department of Labor Wage and Hour Division, or
8 from initiating any other proceedings against the Released Parties regarding the Released Claims.

9 **5.4 Plaintiffs' General Release.** Upon the Effective Date, Pulido and the Reyes
10 Plaintiffs, and each of their successors, assigns, heirs, personal representatives and all those who
11 claim through them or who assert claims on their behalf, shall be deemed to have, and by
12 operation of the Judgment shall have, expressly released, waived and relinquished the Released
13 Claims. Plaintiffs agree not to sue or otherwise make a claim against any of the Released Parties
14 for any of the Released Claims and shall be enjoined from filing any actions, claims, complaints
15 or proceedings with the California Division of Labor Standards Enforcement or the United States
16 Department of Labor Wage and Hour Division, or from initiating any other proceedings against
17 any of the Released Parties regarding the Released Claims. Additionally, Plaintiffs agree that
18 upon the Effective Date, they expressly release and waive any and all claims, demands, rights,
19 liabilities and causes of action they have or have ever had against any of the Released Parties,
20 whether for economic damages, noneconomic damages, punitive damages, penalties, restitution,
21 injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or
22 non-monetary relief in any way arising out of or relating to any facts, transactions, events,
23 policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time on or
24 before the end of the Effective Date, including but not limited to any claims arising from or
25 related to their employment with Defendant or the termination of that employment. This general
26 release by Plaintiffs shall become effective upon the Effective Date and include all statutory
27 claims, common law claims (including but not limited to those sounding in contract, tort and
28 equity), and claims for compensation to the fullest extent permitted by law. Plaintiffs further

1 agree not to sue or otherwise make a claim against any of the Released Parties for any of the
2 claims that are released pursuant to this Section 5.4.

3 **5.5 Waiver of California Civil Code Section 1542.** Plaintiffs acknowledge that their
4 general release herein includes potential claims and costs that may not be known or suspected by
5 them to exist, and they hereby expressly and affirmatively waive and relinquish any and all rights
6 and benefits which they may otherwise have relating to the claims released in Section 5.4
7 pursuant to California Civil Code section 1542, and any similar law of any state or territory of the
8 United States. California Civil Code section 1542 states as follows:

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

13 **6. ADDITIONAL PROVISIONS**

14 **6.1 No Admission of Liability.** Defendant contends that all of its employment
15 practices have complied with applicable law, that Class Members were properly compensated for
16 all wages, including (without limitation) minimum, regular, overtime and double-time pay, and
17 were properly provided meal and rest periods, timely payment of wages, timely payment of final
18 wages, and accurate wage statements and payroll records, all in compliance with applicable law,
19 and that its conduct was not willful or otherwise unlawful with respect to any of the Claims.
20 Defendant has denied and continues to deny each of the Claims alleged and the contentions made
21 by Plaintiffs in their respective Actions. Defendant denies any wrongdoing or legal liability
22 arising out of any of the facts or conduct alleged in the Actions and believes it has valid defenses
23 to the Claims. This Agreement reflects the compromise and settlement of disputed claims
24 between the Parties, and its provisions and any and all drafts, communications or discussions
25 relating thereto do not constitute, are not intended to constitute, and will not under any
26 circumstances be deemed to constitute an admission by any Party as to the merits, validity, or
27 accuracy of any of the allegations or claims in the Actions, nor a waiver of any defense.
28

1 6.2 **Parties Represented by Counsel.** The Parties hereby acknowledge that they have
2 been represented in negotiations for and in the preparation of this Agreement by independent
3 counsel of their own choosing, they have read this Agreement and have had it fully explained to
4 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
5 effect.

6 6.3 **Voluntary Agreement.** This Agreement is executed voluntarily and without
7 duress or undue influence on the part of or on behalf of any Party, or of any other person, firm or
8 entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
9 all other matters pertaining hereto as she or it deems necessary.

10 6.4 **Notices.** The Parties, Class Counsel and Counsel for Defendant acknowledge and
11 agree that for the purposes of any claims, actions or proceedings arising out of this Agreement,
12 notice provided to Class Counsel shall be deemed notice to Plaintiffs and to Class Members. All
13 notices, requests, demands and other communications required to be given under this Agreement
14 shall be in writing and shall be delivered personally, faxed, emailed or mailed, postage prepaid,
15 by first class United States mail, addressed as follows:

16 To Class Members or to Plaintiffs:

17 Kevin Mahoney (kmahoney@mahoney-law.net)
18 Morgan Glynn (mglynn@mahoney-law.net)
19 MAHONEY LAW GROUP
20 249 E. Ocean Blvd., Suite 814
21 Long Beach, CA 90802
22 Telephone: (562) 590-5550
23 Facsimile: (562) 590-8400

24 Shuan Setareh (shaun@setarehlaw.com)
25 H. Scott Leviant (scott@setarehlaw.com)
26 SETAREH LAW GROUP
27 9454 Wilshire Boulevard, Suite 907
28 Beverly Hills, CA 90212
 Telephone: (310) 888-7771
 Facsimile: (310) 888-0109

To Defendant:

Timothy F. Ryan (TRyan@mofo.com)
Maya Harel (MHarel@mofo.com)
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, California 90017-3543
Telephone: 213.892.5200
Facsimile: 213.892.5454

6.5 **No Press Releases/Public Comment.** Unless they first obtain Defendant's express written consent, Class Counsel and Plaintiffs shall not (a) discuss, reveal, disclose, publicize or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community or the public at large), or (b) issue any press releases or initiate any contact with the press regarding the Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiffs or Class Counsel from disclosing or discussing the terms of this Settlement (i) with a Court, (ii) with any Class Member, (iii) with the Settlement Administrator, or (iv) as otherwise required by law.

6.6 **Authorization.** The Parties hereto represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the Party on whose behalf he, she or it has executed this Agreement.

6.7 **Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the Parties.

6.8 **Time Periods.** The time periods and dates set forth in this Agreement with respect to the giving of notices and hearings are subject to approval and modification by the Court or the written stipulation of counsel for the Parties.

6.9 **Number of Class Members.** Defendant represented to Plaintiffs that there were 1628 Class Members as of August 31, 2017. Plaintiffs entered into the Settlement based on the representation that there were 1628 Class Members as of August 31, 2017, and this representation is a material term of the Settlement.

1 **6.10 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
2 accomplish the terms of this Agreement, including but not limited to execution and delivery of
3 any and all additional papers, documents and other assurances and taking such other action that
4 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
5 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
6 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
7 the terms set forth herein.

8 **6.11 Entire Agreement.** The Exhibits to this Agreement are integral parts of this
9 Agreement and are hereby incorporated and made a part of the Agreement. This Agreement
10 contains the entire agreement between the Parties and constitutes the complete, final and
11 exclusive embodiment of their agreement with respect to the subject matter hereof. This
12 Agreement is executed without reliance upon any promise, representation or warranty by any
13 Party or any representative of a Party, other than those expressly set forth herein. Any
14 inconsistency between this Agreement and the attached Exhibits will be resolved in favor of this
15 Agreement.

16 **6.12 Headings.** The various headings used in this Agreement are solely for the
17 convenience of the Parties and shall not be used to interpret this Agreement.

18 **6.13 No Construction Against Drafter.** This Agreement shall be deemed to have been
19 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
20 shall not apply to this Agreement.

21 **6.14 Amendment and Modification.** Except as expressly provided in Section 6.8,
22 above, with respect to time periods and dates set forth herein, this Agreement may not be
23 amended, altered or modified except in writing and signed by the Parties hereto, their successors
24 in interest or their duly authorized representatives, and approved by the Court.

25 **6.15 Governing Law.** This Agreement is entered into in accordance with the laws of
26 the State of California and shall be governed by and interpreted in accordance with those laws.

27 **6.16 Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
28 otherwise arising out of this Agreement, or relating to the Actions or the Released Claims, shall

1 be subject to the exclusive jurisdiction of the Court, and the Plaintiffs, Class Members and
2 Defendant agree to submit to the personal and exclusive jurisdiction of the Court for the purpose
3 of resolving any such dispute. Following the Effective Date, the Court shall retain jurisdiction
4 solely with respect to the interpretation, implementation, and enforcement of the terms of this
5 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
6 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and
7 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
8 connection therewith.

9 **6.17 Plaintiffs' Waiver of Right to Opt Out and to Object.** By signing this
10 Agreement, Plaintiffs agree to be bound by the terms herein and further agrees not to request
11 exclusion from or to object to any of the terms of this Agreement. Any such request for exclusion
12 or objection shall therefore be void and of no force or effect.

13 **6.18 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
14 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
15 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this
16 Agreement.

17 **6.19 Injunction.** The Parties agree to the issuance of an injunction in the Preliminary
18 Approval Order prohibiting all Class Members who do not submit timely Requests for Exclusion
19 from instituting, causing to be instituted or continuing to prosecute any action or proceeding
20 against Defendant, whether in court or before an administrative agency or other tribunal, whether
21 in an individual or representative capacity, on any Released Claims. Such injunction shall be
22 made permanent as to Settlement Class Members upon entry of the Judgment.

23 **6.20 Signatures.** Signature by facsimile or in Portable Document Format (PDF) via
24 electronic mail shall have the same force and effect as original signatures.

25 **6.21 Execution Date and Execution in Counterparts.** This Agreement shall be
26 deemed executed upon the last date of signature of all of the undersigned. The Parties may
27 execute this Agreement in counterparts, each of which shall constitute an original, but all of
28

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS THEREOF, the Parties hereto have so agreed.

4 Dated: October 20, 2017

MARIA PULIDO

5

6

Maria Pulido

On behalf of herself and the Settlement Class

7

8

9 Dated: October __, 2017

REGINA REYES

10

11

On behalf of herself and the Settlement Class

12

13

14 Dated: October __, 2017

ANALYN PRADERA

15

16

On behalf of herself and the Settlement Class

17

18

19 Dated: October __, 2017

EDITHA ABILO

20

21

On behalf of herself and the Settlement Class

22

23 Dated: October __, 2017

FRONT PORCH COMMUNITIES AND
SERVICES

24

25

By: _____

26

Its: _____

27

28

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS THEREOF, the Parties hereto have so agreed.

4 Dated: October __, 2017

MARIA PULIDO

5
6
7 On behalf of herself and the Settlement Class

8 Dated: October ^{10/31/2017} __, 2017

REGINA REYES

9
10 DocuSigned by:
Regina Reyes

11 6B5DB0B92A30427
On behalf of herself and the Settlement Class

12
13 Dated: October __, 2017

ANALYN PRADERA

14
15
16 On behalf of herself and the Settlement Class

17
18 Dated: October __, 2017

EDITHA ABILO

19
20 On behalf of herself and the Settlement Class

21
22 Dated: October __, 2017

FRONT PORCH COMMUNITIES AND
SERVICES

23
24 By: _____

25 Its: _____

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS THEREOF, the Parties hereto have so agreed.

4 Dated: October __, 2017

MARIA PULIDO

5
6 _____
7 On behalf of herself and the Settlement Class

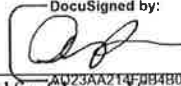
8
9 Dated: October __, 2017

REGINA REYES

10
11 _____
12 On behalf of herself and the Settlement Class

13 Dated: ^{10/31/2017} October __, 2017

ANALYN PRADERA

14
15 DocuSigned by:

16 _____
17 On behalf of herself and the Settlement Class

18 Dated: October __, 2017

EDITHA ABILO

19
20 _____
21 On behalf of herself and the Settlement Class

22 Dated: October __, 2017

FRONT PORCH COMMUNITIES AND
SERVICES

23
24 By: _____

25 Its: _____
26
27
28

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS THEREOF, the Parties hereto have so agreed.

4 Dated: October __, 2017

MARIA PULIDO

5
6
7 On behalf of herself and the Settlement Class

8
9 Dated: October __, 2017

REGINA REYES

10
11 On behalf of herself and the Settlement Class

12
13 Dated: October __, 2017

ANALYN PRADERA

14
15
16 On behalf of herself and the Settlement Class

17
18 Dated: October ^{10/31/2017} __, 2017

EDITHA ABILO

DocuSigned by:

Edithea Abilo

19
20 On behalf of herself and the Settlement Class

21
22 Dated: October __, 2017

FRONT PORCH COMMUNITIES AND
SERVICES

23
24 By: _____

25
26 Its: _____

1 which together shall constitute one and the same instrument having the same force and effect as if
2 all Parties had signed the same instrument.

3 IN WITNESS THEREOF, the Parties hereto have so agreed.

4 Dated: October __, 2017

MARIA PULIDO

5
6 _____
7 On behalf of herself and the Settlement Class

8
9 Dated: October __, 2017

REGINA REYES

10
11 _____
12 On behalf of herself and the Settlement Class

13 Dated: October __, 2017

ANALYN PRADERA

14
15 _____
16 On behalf of herself and the Settlement Class

17
18 Dated: October __, 2017

EDITHA ABILO

19
20 _____
21 On behalf of herself and the Settlement Class

22 Dated: October 18, 2017

FRONT PORCH COMMUNITIES AND
SERVICES

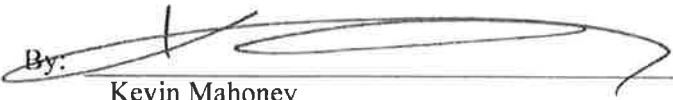
23
24 By: _____

25 Its: CEO _____
26
27
28

1 **APPROVED AS TO FORM:**

2 Dated: October 27, 2017

MAHONEY LAW GROUP, APC

3
4 By: 

Kevin Mahoney

5 Attorneys for Plaintiff
6 MARIA PULIDO

7 Dated: October __, 2017

SETAREH LAW GROUP

8 By: _____

9 Shaun Setareh

10 Attorneys for Plaintiffs
11 REGINA REYES, ANALYN PRADERA AND
12 EDITHA ABILO

13 Dated: October __, 2017

MORRISON & FOERSTER LLP

14 By: _____

15 Timothy F. Ryan

16 Attorneys for Defendant
17 FRONT PORCH COMMUNITIES AND SERVICES
18
19
20
21
22
23
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25
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27
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1 **APPROVED AS TO FORM:**

2 Dated: October __, 2017

MAHONEY LAW GROUP, APC

3
4 By: _____

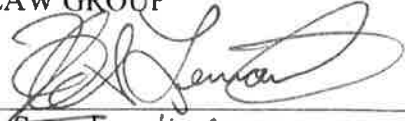
Kevin Mahoney

Attorneys for Plaintiff
MARIA PULIDO

5
6 Dated: ~~October~~ ^{NOVEMBER 2} __, 2017

SETAREH LAW GROUP

7
8 By: _____


Shaun Setareh

H. SCOTT LEVIANT

Attorneys for Plaintiffs
REGINA REYES, ANALYN PRADERA AND
EDITHA ABILO

9
10
11 Dated: October __, 2017

MORRISON & FOERSTER LLP

12
13 By: _____

Timothy F. Ryan

Attorneys for Defendant
FRONT PORCH COMMUNITIES AND SERVICES

1 **APPROVED AS TO FORM:**

2 Dated: October __, 2017

MAHONEY LAW GROUP, APC

3
4 By: _____

Kevin Mahoney

Attorneys for Plaintiff
MARIA PULIDO

5
6 Dated: October __, 2017

SETAREH LAW GROUP

7
8 By: _____

Shaun Setareh

Attorneys for Plaintiffs
REGINA REYES, ANALYN PRADERA AND
EDITHA ABILO

9
10
11 Dated: October 31, 2017

MORRISON & FOERSTER LLP

12
13 By: _____


Timothy F. Ryan

Attorneys for Defendant
FRONT PORCH COMMUNITIES AND SERVICES

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION

ATTENTION: If you were employed by Front Porch Communities and Services (“Defendant”) in California as a nonexempt, hourly-paid Certified Nursing Assistant (“CNA”), Licensed Vocational Nurse (“LVN”), or Registered Nurse (“RN”) at any time during the period from January 14, 2012 through *[insert date of preliminary approval]* (“Class Period”), you are a “Class Member” and may be eligible to receive money from a proposed Settlement in the above-captioned class action lawsuits (the “Actions”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Settlement of the Actions. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below. This Notice advises you of the terms of the Settlement and your rights and options under it.

To be eligible for your share of the Settlement, you are not required to make a claim. However, you must update the Settlement Administrator, Phoenix Settlement Administrators, with any change of address.

What is this proposed Settlement about?

Plaintiff Maria Pulido filed a lawsuit on January 14, 2016 against Defendant. Plaintiffs Regina Reyes, Analyn Pradera, and Editha Abilo (hereinafter, together with Pulido, “Plaintiffs”) filed a separate lawsuit on June 14, 2016 against Defendant. The Actions allege that Defendant failed to properly pay statutorily mandated wages, provide meal and rest periods, pay wages in a timely manner to terminated employees, provide compliant wage statements and keep accurate payroll records, and in these ways engaged in unfair competition (Business & Professions Code § 17200) and incurred penalties under the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq., “PAGA”) (“Claims”). The Actions were brought as putative class actions and sought damages, penalties, and restitution, as well as interest, attorneys’ fees, and costs.

The Actions have been vigorously litigated since they were filed. Substantial discovery has been taken. Additionally, the parties participated in a mediation conducted by a professional mediator. During the course of post-mediation negotiations, the parties reached an agreement to settle the Actions.

Under the proposed Settlement, Defendant agrees to make payments to Class Members who do not opt out of the Settlement (“Settlement Class Members”). These payments will be based on the job title, average hours worked per pay period, and number of Work Weeks each Settlement Class Member was employed by Defendant during the Class Period, as more fully described below.

Defendant also agrees to pay the settlement administration costs, an enhancement payment to each Plaintiff, a payment to the California Labor & Workforce Development Agency ("LWDA"), and attorneys' fees and costs to Plaintiffs' counsel ("Class Counsel") up to an amount described below, subject to court approval. Defendant's maximum total obligation under the proposed Settlement is \$2,000,000.00, exclusive of Defendant's share of Withholdings and Taxes.

The proposed Settlement is not an admission of liability by Defendant. Throughout the pendency of the Actions, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Actions. Defendant contends that it has complied with all California and federal laws regarding those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. Any final determination of those issues will be made at the Final Approval Hearing.

Summary of the proposed Settlement

Defendant has agreed to pay \$2,000,000.00 ("Settlement Consideration") to resolve all claims that were alleged in the Actions or any subsequent amendment thereto or that could have been alleged based on the facts alleged in the Actions and for Class Members' release of claims described below. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Settlement Awards to Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Settlement) will be paid their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator will calculate the number of total Work Weeks each Settlement Class Member was employed by Defendant during the Class Period. A Settlement Class Member's Work Weeks will be calculated by multiplying the number of pay checks (which are paid biweekly) he or she received during the Class Period by two. Work Weeks will be calculated according to Defendant's records.

The Settlement Administrator shall then calculate the Adjusted Work Weeks for each Settlement Class Member by multiplying each Settlement Class Member's total Work Weeks by (1) a multiplier based on his/her job title, and (2) the average number of hours he or she worked per pay period throughout the Class Period, as reflected in Defendant's records. The multipliers for the different job title are as follows: (1) RNs – 2.59, (2) LVNs – 1.91, (3) CNAs – 1. The multipliers are based on the variance between each job title's average hourly rate of pay.

The Settlement Administrator shall then calculate the total number of Adjusted Work Weeks for all Settlement Class Members. The Settlement Administrator will then divide the Net Settlement Sum by the total Settlement Class Member Adjusted Work Weeks. This will result in a

per unit value for each Adjusted Work Week. The Settlement Administrator will then take the unit value and multiply it by the number of Adjusted Work Weeks for each Settlement Class Member to determine his or her share of the Net Settlement Sum.

“Net Settlement Sum” means the Settlement Consideration minus the payment of (a) the Fee and Expense Award, (b) Settlement Administration Costs, (c) Plaintiffs’ Enhancement Payments, and (d) the portion of the LWDA Payment allocable to the LWDA, all of which are described below.

Settlement Awards shall be subject to applicable withholding taxes. Defendant’s share of payroll taxes arising from the Settlement Awards will not be deducted from the Gross Settlement Amount.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Defendant will pay attorneys’ fees and out-of-pocket costs/expenses to Class Counsel (Kevin Mahoney and Morgan Glynn of Mahoney Law Group and Shaun Setareh and H. Scott Leviant of Setareh Law Group). The proposed Settlement permits Class Counsel to request up to 33.33% of the Settlement Consideration (\$666,666.67) as their fees for prosecuting this case and up to \$30,000.00 for reimbursement of their out-of-pocket costs/expenses incurred in the Actions. You are not personally responsible for any of Class Counsel’s attorneys’ fees or costs/expenses.

LWDA Payment: The proposed Settlement provides for a payment of \$15,000.00 for resolution of the PAGA claims alleged in the Action. Of that amount, 75% (or \$11,250.00) of the LWDA Payment shall be paid to the LWDA and 25% (or \$3,750.00) of the LWDA Payment shall remain part of the Net Settlement Sum from which Settlement Awards are paid.

Other Payments: The proposed Settlement provides for a \$15,000.00 Enhancement Payment to Plaintiff Maria Pulido, a \$5,000.00 Enhancement Payment to Plaintiff Regina Reyes, a \$5,000 Enhancement Payment to Plaintiff Analyn Pradera, and a \$5,000 Enhancement Payment to Plaintiff Editha Abilo. The proposed Settlement further provides for payment estimated to be \$13,340.00 to the Settlement Administrator for its services in mailing the Class Notice and processing Settlement Awards.

What are my rights and options?

1. **You can exclude yourself from the Settlement:** If you do not want a Settlement Award and do not want to be bound by any of the proposed Settlement’s terms, you must make a timely written Request for Exclusion. Your Request for Exclusion (a) must contain your name, address, telephone number and last four digits of your Social Security Number, (b) must be signed and dated by you, and (c) must state the following:

“I wish to be excluded from the Settlement of the cases *Maria Pulido v. Front Porch Communities and Services*, Case No. BC607175, currently pending in the Superior Court of the State of California, County of Los Angeles, and *Regina Reyes, Analyn Pradera, and Editha Abilo v. Front Porch Communities and Services*, Case No. BC622720, currently pending in the Superior Court of the State of California, County of Los Angeles.”

A Request for Exclusion form that you may use is attached as Form A to this Notice. Your Request for Exclusion must be mailed to the Settlement Administrator and must be postmarked by [insert date 45 days from mailing Class Notice]. You should not request exclusion if you wish to receive money from the Settlement.

2. **You can object to the Settlement:** You can object to the Settlement before the Court's final approval of the Settlement. To object, you must submit a written objection to the Settlement Administrator by [insert date 45 days from mailing Class Notice]. You may also include a statement in your written objection that you would like to attend the hearing and be heard at the Final Approval Hearing currently set for __:__.m. on _____, 2018, in Department 309 of the Central Civil West Courthouse, located at 600 S. Commonwealth Ave, Los Angeles, California 90005. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your objection to be considered.

Your objection and, if applicable, statement of intention to appear at the Final Approval Hearing must be submitted to the Settlement Administrator and must be postmarked no later than [insert date 45 days from mailing Class Notice]. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

3. **You can do nothing:** You can do nothing. If you do nothing, you will be bound by the proposed Settlement terms and you will be entitled to receive a Settlement Award as described above.

A Notice of Eligible Work Weeks form is attached as Form B to this Notice. It provides the number of Work Weeks you worked during the Class Period, less any leaves of absence, according to Defendant's records. If you wish to participate in the Settlement but you do not agree with the number of Work Weeks shown on the form, you must complete the Notice of Eligible Work Weeks form and mail it to the Settlement Administrator by [insert date 45 days from mailing Class Notice].

You should also correct your mailing address if it is not correct. A Change of Address form is attached as Form C to this Notice.

What claims am I releasing by participating in the Settlement?

In exchange for the consideration given by Defendant in the proposed Settlement, all Class Members who do not opt out of the Settlement (the Settlement Class Members) will expressly release, waive and discharge, and will be deemed to have released, waived and discharged, all Released Claims against all Released Parties.

"Released Claims" mean all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind that arose before [insert date of preliminary approval] and were alleged in the Complaints or any subsequent amendment thereto, or that could have been alleged based on the facts alleged in the Complaints or any subsequent amendment thereto, including any

claims that have been or could have been alleged against the Released Parties, or any of them, arising out of the Claims or the facts alleged in the Complaints or any subsequent amendment thereto, and including claims under California Labor Code sections 201, 202, 203, 204, 210, 215, 216, 218, 218.5, 218.6, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 256, 354, 408, 510, 512, 553, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., and the Wage Orders promulgated thereunder, including (without limitation) Cal. Code Regs., title 8, § 11050; California Business & Professions Code section 17200 et seq.; California Code of Civil Procedure section 1021.5; and 29 U.S.C. §§ 207 and 216. The Released Claims specifically exclude claims for workers' compensation, unemployment insurance and state disability compensation, claims under the Employment Retirement Income Security Act of 1974, claims for previously vested benefits under any Employer-sponsored benefits plan, wrongful termination and discrimination, retaliation, and harassment under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, the Federal Civil Rights Act of 1991, the California Family Rights Act, the federal Family Medical Leave Act, the California Pregnancy Leave Law, the federal Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990.

"Released Parties" means defendant Front Porch Communities and Services, and its past and present officers, directors, partners, employees and agents, and Front Porch Enterprises, Inc.; Front Porch Development Co., Inc.; Front Porch Communities Operating Group, LLC; Front Porch Communities and Services – Casa de Mañana, LLC; Front Porch Communities and Services – Claremont Manor, LLC; Front Porch Communities and Services – Fredericka Manor, LLC; Front Porch Communities and Services – Kingsley Manor, LLC; and Sunny View Lutheran Communities and Services, and their respective past and present officers, directors, partners, employees and agents.

All Settlement Class Members intend and are deemed to intend that this Settlement shall be effective as a bar to any and all Released Claims.

The Settlement Class Members further agree not to sue or otherwise make a claim against any of the Released Parties arising out of or related to any of the Released Claims.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Carolyn B. Kuhl in Department 309 of the Central Civil West Courthouse, located at 600 S. Commonwealth Ave, Los Angeles, California 90005, on _____, 2018 at ____:____.m. to determine whether the Settlement is fair, reasonable, and adequate. Judge Kuhl will be asked to approve the plan for distributing the Settlement Awards, Class Counsel's Fee and Expense Award, the Enhancement Payments for Plaintiffs, the LWDA Payment, and payment to the Settlement Administrator for its services. A motion for final approval of these items should be on file with the Court no later than _____, 2018 and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Class Action Settlement Agreement and Release ("Agreement"), filed with the Court on October 23, 2017 as an attachment to [FULL NAME OF PRELIMINARY APPROVAL DOCUMENT]. For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Settlement Administrator at ____ - ____ - _____. You can also contact Class Counsel.

**PLEASE DO NOT CONTACT THE SUPERIOR COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

EXHIBIT B

NOTICE OF ELIGIBLE WORK WEEKS

Maria Pulido v. Front Porch Communities and Services, et al.
Los Angeles Superior Court, Case No. BC607175

Regina Reyes, Analyn Pradera, and Editha Abilo v. Front Porch Communities and Services
Los Angeles Superior Court, Case No. BC622720

To: [Class Member Name]

Your potential individual Settlement Award in the Settlement of the class action lawsuits listed above is based on the number of work weeks you were employed by Front Porch Communities and Service ("Front Porch") during the period from January 14, 2012 through [date of preliminary approval], 2017 (the "Class Period"), in a nonexempt, hourly position as a Certified Nursing Assistant ("CNA"), Licensed Vocational Nurse ("LVN"), or Registered Nurses ("RN"), and received a pay check ("Eligible Work Weeks"). According to Front Porch's records, you received a total of paychecks as a [Note to Administrator: for those individuals who held more than one position during the class period, add: "and a total of paychecks as a "], which means you worked a total of Eligible Work Weeks during the Class Period. As described in more detail in the Notice of Settlement of Class Action, your total Eligible Work Weeks will be adjusted by (1) a multiplier based on your job title, and (2) the average number of hours you worked per pay period throughout the Class Period, as reflected in Front Porch's records.

It is estimated that Settlement Class Members will be paid \$ per Adjusted Work Week. Actual payments may be lower or higher than those estimated, and they will be subject to applicable tax withholdings.

If you wish to participate in the Settlement and you agree with the number of Eligible Work Weeks shown above, then you do not need to take any further action, except to keep the Administrator informed of any change in your mailing address. You will receive your Settlement Award once the Settlement becomes final.

If you wish to participate in the Settlement but you do not agree with the Eligible Work Weeks shown above, please insert in the space below the number of weeks you believe you worked during the Class Period and check the applicable box.

Number of Eligible Work Weeks Worked During Class Period:

 I am enclosing documentation to support my position that I worked a different number of weeks than shown by Front Porch's records.

 I am not enclosing documentation to support my position that I worked a different number of weeks than shown by Front Porch's records.

Dated:

(Signature)

EXHIBIT B

If you wish to dispute your Eligible Work Weeks shown above, you must complete, sign and date this Notice of Eligible Work Weeks form and mail it with any supporting documentation to the Settlement Administrator, Phoenix Settlement Administrators, at _____, postmarked no later than _____, 2018 **[request for exclusion deadline]**.

If there is a dispute about the number of your Eligible Work Weeks, the Settlement Administrator will resolve the dispute, and its decision will be final and binding. In resolving the dispute, the information provided by Front Porch will be presumed accurate.

EXHIBIT B

EXHIBIT C

Maria Pulido v. Front Porch Communities and Services, et al.
Los Angeles Superior Court, Case No. BC607175

Regina Reyes, Analyn Pradera, and Editha Abilo v. Front Porch Communities and Services
Los Angeles Superior Court, Case No. BC622720

CHANGE OF ADDRESS FORM

I wish to change my mailing address and/or other contact information to the following:

Name: _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

Email: _____

I understand all future correspondence in the Actions, including but not necessarily limited to important notices or my Settlement Award, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Submitted by: _____

DATED: _____, 2018

Print Name: _____

Signature: _____

PLEASE RETURN THIS FORM VIA UNITED STATES FIRST-CLASS MAIL TO:

[XX] Class Action Settlement Administrator
c/o Phoenix Settlement Administrators
P. O. Box _____
_____, _____

If you have questions, contact the Settlement Administrator at ____ - ____ - ____

EXHIBIT C

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA PULIDO, as an individual, and on behalf
of all similarly situated employees,

Plaintiff,

v.

FRONT PORCH COMMUNITIES AND
SERVICES, et al.,

Defendants.

Case No. BC607175
(*Lead Case*)

**REQUEST FOR EXCLUSION
FROM SETTLEMENT**

REGINA REYES, ANALYN PRADERA, and
EDITHA ABILO, on behalf of themselves and all
other similarly situated,

Plaintiffs,

v.

FRONT PORCH COMMUNITIES AND
SERVICES, a California corporation,

Defendants.

Case No. BC622720
(*Related to Lead Case: BC607175*)

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I wish to be excluded from the Settlement of the cases *Maria Pulido v. Front Porch Communities and Services*, Case No. BC607175, currently pending in the Superior Court of the State of California, County of Los Angeles, and *Regina Reyes, Analyn Pradera, and Editha Abilo v. Front Porch Communities and Services*, Case No. BC622720, currently pending in the Superior Court of the State of California, County of Los Angeles

Dated: _____

(signature)

EXHIBIT D

If you wish to be excluded from the Settlement, please complete and sign this Request for Exclusion form and mail it to Phoenix Settlement Administrators at [Address] no later than [DATE set by Court].

EXHIBIT D