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JULIE GARCIA, an Individual, on behalf
of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

JULIE GARCIA, an Individual, on behalf of
herself and all others similarly situated

Plaintiffs,

v.

W D W JOINT VENTURE, a California
entity, doing business as Downey Community
Health Center; and DOES 1 through 100,
Inclusive

CASE NO.: **22STCV29309**

[Assigned for all purposes to the Hon. Elihu
M. Berle in Department 6]

**JOINT STIPULATION AND
SETTLEMENT OF CLASS ACTION AND
PAGA CLAIMS**

Action Filed: September 08, 2022
Trial Date: None Set

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Subject to final approval by the Court, which counsel and parties agree to pursue and recommend in good faith, Plaintiff Julie Garcia individually (“Named Plaintiff”) and on behalf of all employees similarly situated, on the one hand, and Defendant W D W JOINT VENTURE, a California entity, doing business as Downey Community Health Center (hereinafter “Defendant”) hereby agree to the following binding settlement of the class action and Private Attorneys General Act (“PAGA”) case of *Julie Garcia v. W D W JOINT VENTURE, a California entity, doing business as Downey Community Health Center* (“Action”) Los Angeles Superior Court Case No. 22STCV29309.

I. Definitions

1. “Action” means, and refers to, the case captioned *Julie Garcia v. W D W JOINT VENTURE, a California entity, doing business as Downey Community Health Center* filed in California Superior Court for the County of Los Angeles, Case No. 22STCV29309 which includes the notice letters sent to the Labor and Workforce Development Agency “LWDA”.

2. “Agreement,” “Settlement,” or “Stipulation” mean, and refer to, this Joint Stipulation and Settlement of Class Action and PAGA Claims.

3. “Aggrieved Employee/s” means and refers to all current and former non-exempt hourly paid employees of Defendant, employed in California during the PAGA Period.

4. “Aggregate Workweek Number” means, and refers to, the sum of all of the Participating Class Members’ Total Workweeks which will be used to calculate the Weekly Settlement Amounts of the Participating Class Members’ Individual Settlement Payments.

5. “Attorneys’ Fees and Cost Award” means, and refers to, the amount authorized by the Court to be paid to Class Counsel for the services they have rendered, and expenses they have incurred, in prosecuting the Action. As set forth infra, Class Counsel shall request, and Defendant will not oppose, an award of attorneys’ fees of Two Hundred Fifty Three Thousand Three Hundred Thirty Three Dollars and thirty three cents (\$253,333.33) which is Thirty Three and One Third percent (33⅓%) of the Gross Fund Value and a Cost Award of up to Twenty Five Thousand Dollars (\$25,000). The Attorneys’ Fees and Cost Award shall come out of the Gross Fund Value and will not increase the amount of the Gross Fund Value. Class Counsel will be issued IRS Form 1099 for the Attorneys’ Fees and Cost Award.

6. “Class and “Class Member” means, and refers to, a member of the class conditionally certified for settlement purposes only during the applicable Class Period, consisting of all current and former employees of Defendant employed in California, as non-exempt hourly paid employees and who worked for Defendant during the Class Period.

7. “Class Counsel” means and refers to Bruce Kokozian, Esq. of Kokozian Law Firm, APC.

1 8. “*Class and PAGA Member Data*. Within fourteen (14) calendar days after notice of
2 entry of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator
3 a data file that identifies for each Class Member and Aggrieved Employee his/her full name, last-
4 known address, Social Security number, dates of employment during which they were employed by
5 Defendant, and the number of Workweeks during the Class Period and, if applicable, PAGA Pay
6 Period for each Aggrieved Employee during the PAGA Period (collectively referred to as the “Class
7 List”). The Settlement Administrator will keep the Class List confidential and shall use it only for
8 the purposes described herein, take adequate safeguards to protect confidential or private
9 information, and return or certify the destruction of the information upon completion of the
10 Settlement Administration process.

11 9. “Class Period” means, and refers to, the period from September 8, 2018 through
12 September 30, 2023.

13 10. “Defendant” means, and refers to W D W JOINT VENTURE doing business as
14 Downey Community Health Center.

15 11. “Defendant’s Counsel” or “Defense Counsel” shall mean Tim Johnson of Ogletree
16 Deakins.

17 12. “Effective Date” means the date by when both of the following have occurred: (a)
18 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
19 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
20 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
21 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
22 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
23 the appellate court affirms the Judgment and issues a remittitur.

24 13. “Excluded Class Members” means, and refers to, all Class Members who timely and
25 validly submit a written request to be excluded from the Class on or before the Exclusion Deadline
26 Date.

27 14. “Final Approval” means, and refers to, the Court’s order granting final approval of
28 the Settlement.

1 15. “Final Approval Date” means, and refers to, the date on which the Court’s Final
2 Approval Order is entered.

3 16. “Final Approval Hearing/Settlement Fairness Hearing” means, and refers to, the
4 hearing at which the Court considers whether to approve the Settlement and to enter the Final
5 Approval Order.

6 17. “Gross Fund Value” means, and refers to, the total amount that Defendant will be
7 required to pay by this Settlement. The Gross Fund Value consists of the Attorneys’ Fees and Costs
8 Award, the Service Award, the Settlement Administration Costs, the PAGA Allocation and the Net
9 Fund Value. The Gross Fund Value is equal to the total gross sum of Seven Hundred Sixty
10 Thousand Dollars (\$760,000). In addition, Defendant must also pay the employer side share of
11 payroll taxes due under applicable law on the portion of the Settlement Award payable as wages to
12 each Participating Class Member, as described herein.

13 18. “Individual Settlement Payment/s” means, and refers to, the amount to be paid to
14 each individual Participating Class Member from the Net Fund Value. The estimated Individual
15 Settlement Payment shall be indicated on the Notice. Individual Settlement Payment for each
16 individual Participating Class Member will result from the calculations set forth in Section III,
17 paragraph 15, *infra*, less all applicable state and federal withholding taxes, including FICA, FUTA
18 and SDI contributions and any other applicable payroll deductions required by law as a result of the
19 payment of the amount allocated to such Participating Class Member under the terms of this
20 Stipulation.

21 19. “Named Plaintiff” means Julie Garcia.

22 20. “Net Fund Value” or “NFV” means, and refers to, the funds available to be
23 distributed to Participating Class Members from the Gross Fund Value after the payment of any
24 Attorneys’ Fees and Cost Awards, Service Award, Settlement Administration Costs, and PAGA
25 Allocation.

26 21. “Notice” or “Class Notice” means and refers to the Notice of Class Action and PAGA
27 Settlement that the Court directs to be sent via regular mail to all Class Members (substantially in
28 the form annexed hereto as Exhibit A).

1 22. “Objection/Exclusion Deadline” means and refers to the date no later than forty-five
2 (45) calendar days after the date the Class Notices are mailed (judged by the postmark date) to Class
3 Members by the Settlement Administrator, on or before which a Class Member, may (1) validly
4 submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with documentary
5 evidence his or her Total Workweeks.

6 23. “PAGA Allocation” means and refers to the total sum of Twenty Five Thousand
7 Dollars (\$25,000) of Gross Fund Value which constitutes penalties pursuant to California’s Private
8 Attorneys General Act of 2004 (California Labor Code § 2699 et seq., or “PAGA,”) and pursuant
9 to Labor Code Section 2699(i), which will be distributed as follows: 75% (which totals \$18,750) to
10 the California Labor and Workforce Development Agency and the remaining 25% (which totals
11 \$6,250) to the Aggrieved Employees shall be distributed to the Aggrieved Employees on a
12 proportionate basis (“Individual PAGA Payment(s)”) based on the number of PAGA Pay Periods
13 employed during the PAGA Period.

14 24. “PAGA Period” is defined as the period of time from September 8, 2021 through
15 September 30, 2023.

16 25. “PAGA Pay Periods” mean and refers the semi-monthly pay period in accordance
17 with Defendant’s ‘normal semi-monthly payroll cycle, in which an Aggrieved Employee worked
18 one or more days for Defendant during the PAGA Period.

19 26. “Participating Class Member” means and refers to any and all Class Members who
20 are not Excluded Class Members.

21 27. “Preliminary Approval Order” means, and refers to, the Order issued by the Court
22 preliminarily approving the terms of the Settlement.

23 28. “Preliminary Approval Date” means and refers to the date that the Court enters the
24 Preliminary Approval Order.

25 29. “Preliminary Approval Hearing” means and refers to the hearing on Named
26 Plaintiff’s Motion for Preliminary Approval, as discussed in Section III, Paragraph 13, *infra*.

27 30. “Qualified Settlement Fund” means and refers to the fund to be established by the
28 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

1 31. “Released Class Claims” is defined as follows: Upon entry of final judgment and
2 Defendant fully funding the settlement, Released Parties shall be entitled to, and each Settlement
3 Class Member not filing a timely exclusion shall be deemed to have given, a release of the following
4 claims for the Class Period: “all claims, rights, demands, liabilities, damages, attorney fees, costs,
5 and causes of action of every nature and description, arising from any and all claims which were
6 asserted in the Action or could have been asserted based on the facts alleged in the Action, and
7 arising during the Class Period of this settlement, including statutory, constitutional or common law
8 claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorney fees,
9 litigation costs, restitution, equitable relief, or other relief under California Business & Professions
10 Code §17200, et seq. based on the following categories of allegations as set forth in the operative
11 complaint and any amendments thereto: (a) all claims for unpaid overtime wages; (b) all claims for
12 unpaid minimum wages; (c) all claims for failure to pay overtime wages and the legal overtime rate;
13 (d) all claims for failure to provide meal periods; (e) all claims for failure to authorize and permit
14 rest periods; (e) all claims for the failure to promptly pay all wages due and owing at the time of an
15 employee’s termination or discharge; (f) all claims for the failure to issue properly itemized wage
16 statements; (g) all claims for the failure to reimburse for business expenses; and (h) all claims for
17 Unfair Competition or Business Practices under California’s Business and Professions Code based
18 on the preceding claims.

19 32. “PAGA Released Claims” Upon the Effective Date and Defendant fully funding the
20 settlement, Aggrieved Employees hereby release, acquit, and discharge the Released Parties from
21 any and all PAGA claims for civil penalties for claims asserted in Plaintiff’s LWDA Notice (dated
22 September 8, 2022) and alleged in the First Amended Complaint which occurred during the PAGA
23 Period, including all claims under PAGA for civil penalties due to any Labor Code violations by
24 Defendant that were asserted against Defendant in the First Amended Complaint or that could have
25 been asserted based on the factual allegations alleged in the First Amended Complaint and Named
26 Plaintiff’s Notice to the Labor and Workforce Development Agency including (a) all claims for
27 unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to pay
28 overtime wages and the legal overtime rate; (d) all claims for failure to provide meal periods; (e) all

1 claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay
2 all wages due and owing at the time of an employee's termination or discharge; (f) all claims for the
3 failure to issue properly itemized wage statements; (g) all claims for the failure to reimburse for
4 business expenses; and (h) all claims for any and all penalties pursuant to the California Labor Code
5 and/or the Private Attorneys General Act of 2004 based on the preceding claims.

6 33. "Released Parties" means and refers to Defendant W D W JOINT VENTURE, doing
7 business as Downey Community Health Center, and its successors in interest, past, present, or future
8 parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers,
9 directors, shareholders, employees, agents, principals, owners, operators, heirs, joint employers,
10 staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and
11 reinsurers, and each of their respective successors and predecessors in interest, subsidiaries,
12 affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their
13 respective officers, directors, owners, administrators, fiduciaries, trustees, and agents.

14 34. "Service Award" means and refers to the amount that the Court authorizes to be paid
15 to the Named Plaintiff over and above his Individual Settlement Payment, in recognition of Named
16 Plaintiff's efforts in assisting with the prosecution of the Action on behalf of the Class Members
17 and in consideration of a General Release by Named Plaintiff as provided infra. Named Plaintiff
18 will request, and Defendant will not oppose, a Service Award up to Seven Thousand Five Hundred
19 Dollars (\$7,500). Named Plaintiff will be issued an IRS Form 1099 in connection with his Service
20 Award.

21 35. "Settlement Administrator" means, and refers to, ILYM Group, Inc. or another
22 settlement administration provider upon which the Named Plaintiff, Class Counsel, Defendant, and
23 Defendant's Counsel mutually agree. "Settlement Administration Costs" means, and refers to, the
24 amount that will be paid to the Settlement Administrator, and includes all costs incurred in
25 administering the Settlement, which will be paid from the Gross Fund Value, as defined in Section
26 I, Paragraph 17, supra. The Parties agree to work in good faith to minimize, as much as possible,
27 the Settlement Administration Costs. Defendant will not object to an application for approval of the
28

1 Settlement Administration Costs, provided the Settlement Administration Costs are paid out of the
2 Gross Fund Value and will not increase the Gross Fund Value.

3 36. "Total PAGA Pay Periods" shall mean the addition of all the PAGA Pay Periods for
4 all Aggrieved Employees during the PAGA Period.

5 37. "Workweek" is any calendar week during the Class Period in which a Class Member
6 was employed by Defendant.

7 38. "Total Workweeks" means and refers to the sum of all the Workweeks a Class
8 Member was employed during the Class Period.

9 II. RECITALS

10 This Stipulation is made by the Named Plaintiff on behalf of herself and each of the other
11 Class Members, on the one hand, and the Defendant, on the other hand, in this Action, and is subject
12 to the approval of the Court.

13 A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

14 At or about the time that the Named Plaintiff files his motion for preliminary approval of
15 this Settlement Agreement, the Named Plaintiff shall request certification of the Class for settlement
16 purposes only.

17 Limitation on Effect of Certification.

18 The certification of the Class – for settlement purposes only – shall not constitute, in this or
19 any other proceeding, an admission of any kind by Defendant, including without limitation, that
20 certification of a class or collective action for trial purposes is appropriate or proper or that Named
21 Plaintiff could establish any of the requisite elements for class or collective treatment of any of the
22 claims in the Action. In the event that the Settlement is not finally approved, or the Settlement is
23 otherwise terminated or rendered null and void, the certification of the Class shall be automatically
24 vacated and shall not constitute evidence or a binding determination that the requirements for
25 certification of a class or collective action for trial purposes in this Action or in any other actions
26 are satisfied. In such circumstances, Defendant expressly reserves all rights to challenge the Class
27 certification for any purpose other than settlement purposes in this Action or in any other action on
28 all available grounds as if no class had been certified for settlement purposes in the Action, and no

1 reference to the prior certification of this class, or any documents related thereto, shall be made
2 available for any purpose. Additionally, the Parties stipulate that to further the certification for
3 settlement purposes only, and for no other purpose or effect, and which shall not constitute evidence
4 or a binding admission, the Named Plaintiff is typical of other Class Members and can represent the
5 Class.

6 **B. INVESTIGATION IN THE CLASS ACTION**

7 The Parties have conducted significant investigation of the facts and law during the
8 prosecution of this Action. Discovery and investigation included: the exchange of discovery
9 between Plaintiff and Defendant including the production by Plaintiff of documents related to
10 Plaintiff's employment with Defendant, the production of documents by Defendant including
11 Defendant's employee handbooks, policies and procedures regarding the payment of wages, time
12 keeping, overtime, meal and rest periods and the production of detailed voluminous class-wide
13 payroll and time punch data by Defendant. Plaintiff's counsel retained an expert to review
14 timekeeping records and payroll records and to assist in the preparation of a damage analysis for
15 this litigation. Also there were numerous conferences between representatives of the Parties and a
16 full day-long mediation session with Steve Rottman, Esq. an experienced mediator of wage-and-
17 hour class actions, on August 8, 2023.

18 **C. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

19 Named Plaintiff and Class Counsel recognize the expense and length of continued
20 proceedings necessary to litigate their disputes through trial and through any possible appeals.
21 Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further
22 litigation, and the difficulties and delays inherent in such litigation. Named Plaintiff and Class
23 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
24 in the Action, both generally and in response to Defendant's defenses thereto (many of which have
25 been shared at the mediation and in settlement discussions). Named Plaintiff and Class Counsel
26 have also taken into account the extensive settlement negotiations conducted. Named Plaintiff and
27 Class Counsel have also taken into account Defendant's agreement to enter into a settlement that
28 confers substantial relief upon the Class Members. Based on the foregoing, Named Plaintiff and

1 Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate
2 and a reasonable settlement, and is in the best interests of the Class Members.

3 **D. DEFENDANT'S REASONS FOR SETTLEMENT**

4 Defendant has concluded that any further defense of this litigation would be protracted and
5 expensive for all Parties. Substantial amounts of Defendant's time, energy and resources have been
6 and, unless this Settlement is made, will continue to be devoted to the defense of the Claims asserted
7 by the Class. Defendant has also taken into account the risks of further litigation in reaching its
8 decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and
9 upon the terms set forth in this Agreement to put to rest the Claims as set forth in the Action.

10 **E. DEFENDANT'S DENIAL OF WRONGDOING**

11 Defendant does not admit any wrongdoing and contends that it fully complied with the law
12 at all times in all respects. Whether the Settlement is finally approved, neither this Settlement, nor
13 any terms, document, statement, proceeding or conduct related to settlement, nor any reports or
14 accounts thereof, shall in any event be (a) construed as, offered or admitted in evidence as, received
15 as, or deemed to be evidence for any purpose, including, but not limited to, evidence of a
16 presumption, concession, indication, or admission by Defendant of any fault, wrongdoing, liability
17 and/or unlawful activity whatsoever or any effort to certify a class or collective action; or (b)
18 disclosed, referred to, or offered or received in evidence, in any further proceeding in this action, or
19 any other civil, criminal or administrative action or proceeding, except for purposes of settling this
20 Action or enforcing this Settlement, or as a defense to any claims released by the Settlement.

21 **F. NAMED PLAINTIFF'S CLAIMS**

22 Named Plaintiff has claimed and continues to claim that the Released Class Claims and
23 PAGA Released Claims have merit and give rise to liability on the part of Defendant. This
24 Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
25 documents referred to herein and no action taken to carry out this Agreement may be construed or
26 used as an admission by or against the Named Plaintiff or Class Counsel as to the merits or lack
27 thereof of the Claims asserted.

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Named Plaintiff

1. Full Investigation. Named Plaintiff and Class Counsel have fully investigated the and legal bases for the causes of action asserted in the Action.

3. Release As To All Participating Class Members. Upon the Effective Date and upon defendant fully funding the Settlement, the Participating Class Members, including the Named Plaintiff, release the Released Parties for the Released Class Claims for the Class Period.

5. General Release By Named Plaintiff Only. In addition to the releases made by the participating Class Members as set forth in Section I, Paragraphs 31 *supra*, Named Plaintiff, in exchange for the Service Award as requested or as otherwise authorized by the Court, will, as of the Effective Date and Defendant fully funding the Settlement, make the additional following General Release of all his Claims, known or unknown, in exchange and consideration of the sum set forth in Section I, Paragraph 34, *supra*. As of the Effective Date and upon Defendant fully funding the Settlement, Named Plaintiff only for herself agrees to the General Release of the Released Parties. Defendant as of the Effective Date and Defendant fully funding the settlement also agrees to the release of all wage and hour Claims, including, but not limited to, all claims set forth in the Complaint,

1 overtime wages, expense reimbursement, meal and rest period violations and penalties, payment of
2 wages at the time of termination, wage statement violations, unfair business practices, penalties
3 under the Private Attorneys General Act, and all other Released Claims. Also, without limiting the
4 generality of the foregoing: NAMED PLAINTIFF ONLY ALSO SPECIFICALLY AGREES AND
5 ACKNOWLEDGES WAIVER AND RELEASE OF ANY AND ALL RIGHTS TO RECOVERY
6 ARISING OUT OF HIS EMPLOYMENT WITH DEFENDANT INCLUDING BUT NOT
7 LIMITED TO THOSE BASED ON STATE OR FEDERAL SEX, GENDER, CITIZENSHIP,
8 RACE, COLOR, NATIONAL ORIGIN, MARITAL STATUS, RELIGION, VETERAN STATUS,
9 DISABILITY, SEXUAL ORIENTATION, MEDICAL CONDITION, ALL PROTECTED
10 CATEGORIES, AND/OR OTHER ANTI-DISCRIMINATION LAWS, INCLUDING, WITHOUT
11 LIMITATION, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH
12 DISABILITIES ACT, AND THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT,
13 OR BASED ON THE FAMILY AND MEDICAL LEAVE ACT, THE EMPLOYEE
14 RETIREMENT INCOME SECURITY ACT, THE WORKER ADJUSTMENT AND
15 RETRAINING ACT, THE FAIR LABOR STANDARDS ACT AND THE CALIFORNIA LABOR
16 CODE, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON AN ACTION
17 FILED BY EMPLOYEES, PLAINTIFF, OR BY A GOVERNMENTAL AGENCY.

18 The General Release as to Named Plaintiff includes a complete release of any and all
19 unknown Claims that Named Plaintiff does not know or suspect to exist in his favor at the time of
20 the General Release, which, if known by her, might have affected his settlement with, and release
21 of, the Released Parties or might have affected his decision not to object to this Settlement or the
22 General Release.

23 With respect to his General Release, Named Plaintiff stipulates and agrees that, upon the
24 Effective Date and Defendant fully funding the settlement, Named Plaintiff shall be deemed to have,
25 and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest
26 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
27 Code, or any other similar provision under federal or state law, which provides:

1 A general release does not extend to claims that the creditor or releasing
2 party does not know or suspect to exist in his or her favor at the time of
3 executing the release and that, if known by him or her, would have
4 materially affected his or her settlement with the debtor or released
5 party.

6 Named Plaintiff may hereafter discover facts in addition to or different from those he now
7 knows or believes to be true with respect to the subject matter of the General Release, but Named
8 Plaintiff upon the Effective Date shall be deemed to have, and by operation of the Final Judgment
9 shall have, fully, finally, and forever settled and released any and all of the claims released pursuant
10 to the General Release whether known or unknown, suspected or unsuspected, contingent or non-
11 contingent, which now exist, or heretofore have existed upon any theory of law or equity now
12 existing or coming into existence in the future, including, but not limited to, conduct that is
13 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
14 to the subsequent discovery or existence of such different or additional facts.

15 6. Service Award. Subject to Court approval, and expressly in exchange for the release
16 of claims and for his time and effort in bringing and prosecuting this matter, Named Plaintiff shall
17 be paid a Service Award up to a total of Seven Thousand Five Hundred Dollars (\$7,500), or such
18 other distribution or lower amount as the Court may order. The Service Award shall be paid from
19 the Gross Fund Value and shall not increase the Gross Fund Value. The Service Award shall be paid
20 to the Named Plaintiff by the Settlement Administrator no later than ten (10) business days after
21 Defendant delivers the Gross Fund Value to the Settlement Administrator for deposit into the
22 Qualified Settlement Fund. The Parties agree that a decision by the Court to award Named Plaintiff
23 an amount less than the amount stated above shall not be a basis for Class Counsel to void this
24 Stipulation. The Settlement Administrator shall issue Named Plaintiff an IRS Form 1099 for the
25 Service Award. Any amount awarded for service payments to the Named Plaintiff less than the
26 requested amount will result in the non-awarded funds to be awarded to Participating Class
27 Members on a proportionate basis to the amount of their Individual Settlement Payment. The Named
28 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this payment.

1 The Service Award shall be paid in addition to the Named Plaintiff's share of the Settlement Amount
2 as a Participating Class Member.

3 7. Tax Liability. Defendant makes no representations as to the tax treatment or legal
4 effect of the payments called for hereunder, and Named Plaintiff and Participating Class Members
5 are not relying on any statement or representation by Defendant in this regard. Named Plaintiff and
6 Participating Class Members understand and agree that except for Defendant's payment of the
7 employer's portion of any payroll taxes, they will be solely responsible for the payment of any and
8 all taxes and penalties assessed on the payments described herein.

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

1 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
2 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
3 CONTEMPLATED BY THIS AGREEMENT.

4 9. Creation Of The Qualified Settlement Fund And Administration Of The Settlement.

5 Within forty five (45) days of the Effective Date, Defendant shall deliver the Gross Fund Value of
6 Seven Hundred Sixty Thousand Dollars (\$760,000) as required by this Stipulation into the Qualified
7 Settlement Fund created by the Settlement Administrator. Defendant shall also simultaneously
8 deliver to the Settlement Administrator, Defendant's (Employer) share of payroll taxes, including
9 but not limited to, FICA, FUTA and SDI contributions. In addition to the employer's portion of
10 payroll taxes, payments from the Qualified Settlement Fund shall be made (1) for the Service Award
11 to the Named Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys'
12 Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by
13 the Court; (3) the Settlement Administration Costs; and (4) PAGA Allocation.

14 10. Escalation Clause. Defendant represent that there are no more than 51,851
15 workweeks during the Class Period. If the number of the workweeks during the Class Period exceeds
16 51,851 by more than 10%, the Gross Fund Value will increase by a proportionate percentage (i.e.,
17 if the workweeks increased by 12%, the Gross Fund Value would increase by 2%). In the alternative,
18 Defendant may elect to shorten the Class Period in order to stay within the 10% cushion.

19 11. Attorneys' Fees And Cost Award. Defendant agrees not to oppose or impede any
20 application or motion by Class Counsel for attorneys' fees in the amount of Thirty-Three and One
21 Third percent (33 $\frac{1}{3}$ %) of the Gross Fund Value which equates to Two Hundred Fifty Three
22 Thousand Three Hundred Thirty Three Dollars and thirty three cents (\$253,333.33). Defendant
23 further agrees not to oppose any application or motion by Class Counsel for the reimbursement of
24 any actual costs associated with Class Counsel's prosecution of this matter not in excess of Twenty
25 Five Thousand Dollars and 00/100 (\$25,000). Class Counsel will provide verification of the cost
26 amount that it is seeking to be reimbursed. Any amount awarded for attorneys' fees and costs less
27 than the allocated amounts will result in the non-awarded amounts to be awarded to Participating
28 Class Members on a proportionate basis to the amount of their Individual Settlement Payments.

1 Class Counsel shall be paid any Court-approved fees and costs no later than ten (10) business days
2 after Defendant delivers the required funds to the Settlement Administrator for deposit into the
3 Qualified Settlement Fund. Class Counsel shall be solely and legally responsible to pay all
4 applicable taxes on the payment made to Class Counsel. Forms 1099 – MISC, Box 14 shall be
5 provided to Class Counsel for the payments made, and Class Counsel shall provide, before the
6 Effective Date, properly completed Forms W-9.

7 12. Settlement Administrator. The Settlement Administrator shall be paid for the costs
8 of administration of the Settlement out of the Gross Fund Value as deposited in the Qualified
9 Settlement Fund. The estimate of such costs of administration for the disbursement of the Gross
10 Fund Value is no more than Fifteen Thousand Dollars (\$15,000.) Any amount awarded for costs of
11 administration to Settlement Administrator, or such other entity upon whom the Parties mutually
12 agree, less than Fifteen Thousand Dollars and 00/100 (\$15,000) will result in the non-awarded
13 amount to be awarded to Participating Class Members on a proportionate basis to the amount of
14 their Individual Settlement Payments. This estimate includes all tasks required of the Settlement
15 Administrator by this Agreement including the issuance of the Notice, the issuance of settlement
16 checks, the required tax reporting on the settlement amounts, including the issuing of W2 and 1099
17 forms (if any), the handling of Class Member questions and disputes and the calculation of employee
18 withholding taxes and the employer payroll taxes, which will be remitted to the tax authorities by
19 the Claims Administrator. At least sixteen (16) court days prior to the Final Approval Hearing, the
20 Settlement Administrator shall provide the Court and all counsel for the Parties with a statement
21 detailing the costs of administration of the Gross Fund Value and the breakdown of the Gross Fund
22 Value.

23 13. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this
24 Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval
25 of the Settlement:

26 a. Plaintiff shall file a Motion for Preliminary Approval and request a hearing
27 before the Court to request preliminary approval of the Settlement and to request the entry of the
28 Preliminary Approval Order.

1 b. Simultaneous with and/or included in the filing of the Motion for Preliminary
2 Approval, and solely for purposes of this Settlement, Named Plaintiff will request the Court to enter
3 the Preliminary Approval Order, preliminarily approving the proposed Settlement, conditionally
4 certifying the Class, and setting a date for a Final Approval Hearing.

5 c. In conjunction with the Motion for Preliminary Approval, Named Plaintiff
6 will submit this Joint Stipulation and Settlement of Class Action and PAGA Claims, which sets
7 forth the terms of this Settlement Agreement, and will include proposed forms of all notices and
8 other documents as attached hereto necessary to implement the Settlement. The Order shall provide
9 for Notice of the settlement to be sent to Class Members as specified herein.

10 d. In the event any provision of the Settlement is rejected by the Court, the
11 Parties will work in good faith to negotiate alteration of the rejected term. The Parties agree to use
12 the services of a mediator if informal efforts to negotiate alteration have been exhausted.

13 e. If, following the Parties' good faith efforts and mediation, the Parties cannot
14 agree on alterations, or if ultimately the Court does not grant preliminary or final approval of the
15 Settlement in its entirety, or if the Court's final approval of the Settlement agreement is reversed or
16 materially modified on appellate review, then this Settlement will become null and void. In such
17 case, the Settlement shall not be used, referenced, or be admissible in any subsequent proceedings,
18 either in this Action, in this Court, or in any other Court or forum.

19 14. Settlement Administration/Management. The Individual Settlement Payments and
20 Individual PAGA Payments shall be managed and administered as follows:

21 a. Settlement administrator, ILYM Group, Inc. or such other entity upon whom
22 the Parties mutually agree, shall be retained to serve as Settlement Administrator. The Parties each
23 represent they do not have any financial interest in the Settlement Administrator or otherwise have
24 a relationship with the Settlement Administrator that could create a conflict of interest.

25 b. Defendant shall provide the Settlement Administrator the Class and PAGA
26 Member Data within fourteen (14) days of the Preliminary Approval Date.

1 c. Within twenty one (21) days of receipt of the Class and PAGA Member Data,
2 the Settlement Administrator shall mail the Class Notice to each Class Member in accordance with
3 Section III, Paragraph 17, *infra*.

4 d. Participating Class Members will be eligible to receive an Individual
5 Settlement Payment, calculated in accordance with Section III, Paragraph 15, *infra*. Aggrieved
6 Employees will be eligible to receive an Individual PAGA Payment, calculated in accordance with
7 Section III, Paragraph 16, *infra*

8 e. The Settlement Administrator shall provide Defendant's Counsel and Class
9 Counsel a weekly report showing the number of Class Members who have objected to or requested
10 exclusion from the Settlement (if any). Sixteen (16) court days prior to the Final Approval Hearing,
11 the Settlement Administrator shall provide Defendant's Counsel and Class Counsel a final report
12 showing the names and number of Class Members who have requested exclusion from the
13 Settlement.

14 f. The Parties agree to cooperate in the settlement administration process and to
15 make all reasonable efforts to control and minimize the costs and expenses incurred in
16 administration of the Settlement.

17 g. The Settlement Administrator shall be responsible for: printing and mailing
18 the Notices as directed by the Court; receiving and reporting the objections/requests for exclusion
19 and challenges to the Individual Settlement Payments submitted by Class Members; mailing
20 Individual Settlement Payments to Participating Settlement Class Members; mailing Individual
21 PAGA Payments to Aggrieved Employees; the payment to the Labor Workforce Development
22 Agency; and other tasks as the Parties mutually agree or the Court orders the Settlement
23 Administrator to perform (including the calculation and remittance of employer taxes which will be
24 paid by Defendant in addition to Gross Fund Value.) The Settlement Administrator shall keep
25 Defendant, Defendant's Counsel and Class Counsel timely apprised of the performance of all
26 Settlement Administrator responsibilities.

27 h. The Settlement Administrator, on Defendant's behalf, shall have the
28 authority and obligation to make payments, credits and disbursements, including payments and

1 credits in the manner set forth herein to Participating Class Members, calculated in accordance with
2 the methodology set out in this Agreement and orders of the Court.

3 i. Any tax return filing required by this Agreement shall be made by the
4 Settlement Administrator. Any expenses incurred in connection with such filing shall be a cost of
5 administration of the Settlement and shall not increase the Gross Fund Value.

6 j. No person shall have any claim against Defendant or Defendant's Counsel,
7 the Named Plaintiff, Class Members, the Class, Class Counsel or the Settlement Administrator based
8 on distributions and payments made in accordance with this Agreement.

9 k. The Claims Administrator will provide to Defendant, as soon as practicable,
10 but no later than sixty (60) days after Preliminary Approval is granted, a fully-executed IRS W-9
11 form and a completed Supplier Profile and ACH Enrollment Form which Defendant requires to
12 process and issue any payment.

13 15. Calculation and Administration Of Individual Settlement Payments. The Individual
14 Settlement Payments will be calculated as follows:

15 a. The Settlement Administrator will be provided each Class Member's Total
16 Workweeks as defined in Section I, Paragraph 39, supra, based on the Class and PAGA Member
17 data , which shall be presumed to be correct. A Class Member's workweek is defined as any
18 calendar week during the Class Period in which a Class Member was employed by Defendant. If a
19 Class Member disagrees with his or her Total Workweeks, which shall be set forth in the Notice he
20 or she may challenge the Total Workweeks in the manner set forth in Section III, Paragraph 18(c),
21 infra.

22 b. The Settlement Administrator will calculate the Aggregate Workweek
23 Number by adding the sum of all of the Participating Class Members' Total Workweeks.

24 c. The Settlement Administrator will divide the Net Fund Value by the
25 Aggregate Workweek Number to calculate the weekly settlement amount.

26 d. The Settlement Administrator will calculate each Class Members' Individual
27 Settlement Payment by multiplying his or her Total Workweeks times the Weekly Settlement
28

1 Amount. Each Class Members' estimated Individual Settlement Payment will be indicated on the
2 Notice.

3 e. The Individual Settlement Payment estimates indicated on the Notice are
4 subject to change, depending on factors including: (i) how many Class Members become Excluded
5 Class Members (resulting in their Total Workweeks being removed from the final Aggregate
6 Workweek Number, thereby increasing the final weekly settlement amount); (ii) any changes to the
7 Total Workweeks resulting from challenges to Total Workweeks submitted by Class Members
8 resulting in workweek adjustments, which may increase or decrease the final Aggregate Workweek
9 Number and the final weekly settlement amount; and (iii) any increases or reductions in the Net
10 Fund Value which may result from, inter alia, changes to the actual amount of PAGA Allocation,
11 and/or Settlement Administration Costs approved by the Court.

12 f. Each Participating Class Member's Individual Settlement Payment will be
13 allocated as follows: (a) 20% as wages; and (b) 80% as interest and penalties. The portion allocated
14 to wages ("Wage Component") shall be reported on an IRS Form W-2 and the portions allocated to
15 interest and penalties (the "Non-Wage Component") shall be reported on an IRS Form-1099 by the
16 Claims Administrator.

17 g. The employee's portion of employment taxes, including payroll deductions
18 for state and federal withholding taxes, and any other applicable payroll deductions, shall be made
19 from each Participating Class Members Wage Component, resulting in a "Net Wage Component."
20 The Claims Administrator will issue a W-2 for the Wage Component. No withholding shall be made
21 on the Non-Wage Component of the settlement. The Claims Administrator will issue an IRS Form
22 1099 for the Non-Wage Component.

23 16. Calculation and Administration of the PAGA Allocation. The Individual PAGA
24 Payment will be calculated as follows:

25 a.. The Settlement Administrator shall pay \$18,750 (75% of the PAGA
26 Allocation) to the LWDA.

27 b. The Settlement Administrator will determine the number of Aggrieved
28 Employees and the Total PAGA Pay Periods, which shall be presumed to be correct.

1 c. The Settlement Administrator will divide the \$6,250 (25% of the total PAGA
2 Allocation) by the amount of Total PAGA Pay Periods to obtain the amount to allocate to each
3 PAGA Pay Period.

4 d. The Settlement Administrator will calculate each Aggrieved Employee's
5 Individual PAGA Payment by multiplying his/her PAGA Pay Periods by the amount allocated to
6 each PAGA Pay Period . Each Aggrieved Employee's Individual PAGA Payment will be indicated
7 on the Notice.

8 e. The PAGA Allocation is subject to Court approval and may change on this
9 basis.

10 f.. Each Aggrieved Employees' Individual PAGA Payment will be allocated as
11 100% penalties and shall be reported on an IRS Form-1099 by the Settlement Administrator. The
12 Settlement Administrator, on Defendant's and Class Counsel's collective behalf, shall have the
13 authority and obligation to make payments, credits and disbursements, including payments and
14 credits in the manner set forth herein, to Aggrieved Employees and Class Members calculated in
15 accordance with the methodology set out in this Agreement and orders of the Court. The Settlement
16 Administrator shall be responsible for calculating and withholding all required state and federal
17 taxes.

18 17. Notice To Class Members and Aggrieved Employees. Notice of the Settlement shall
19 be provided to all Class Members and Aggrieved Employees using the following procedures:

20 a. Notice By First-Class Mail. Within twenty-one (21) days after receipt of the
21 Class and PAGA Member Data, the Claims Administrator shall mail the Class Notice, which has
22 been mutually approved by counsel for the Parties, to the Class Members via first-class regular U.S.
23 Mail. The Class Notice is substantially in the form annexed hereto as Exhibit A. Prior to mailing,
24 the Claims Administrator will perform a search based on the National Change of Address Database
25 information to update and correct for any known or identifiable address changes. If a new address
26 is obtained by a way of a returned Class Notice, then the Claims Administrator shall promptly
27 forward the original Class Notice to the updated address via first-class regular U.S. mail indicating
28 on the original Class Notice the date of such re-mailing.

b. No Requirement for a Claim Form. Class Members shall not be required to submit a Claim Form to receive an Individual Settlement Payment or Individual PAGA Payment.

c. Objection/Exclusion Deadline Date and Deadline to Challenge Total Workweeks: Class Members will have forty-five (45) calendar days from the mailing of the Class Notice to submit an objection and/or request for exclusion from the Settlement, or challenge the Total Workweeks indicated on their Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator per the paragraph below shall have an additional 14 calendar days beyond the Objection/ Exclusion Deadline Date.

d. Procedure For Undeliverable Notices. Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Objection/Exclusion Deadline Date shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name and address of the individual involved, and shall then perform a single re-mailing within five (5) business days. In the event the procedures in this paragraph are followed and the intended recipient of a Notice still does not receive the Notice, the Class Member shall be bound by all terms of the Settlement and any Final Judgment entered by the Court if the Settlement is approved by the Court.

e. No later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel: (i) the names and contact information of the Class Members objecting to or requesting exclusion from the Settlement; and (ii) the amount owed to each Participating Class Member.

18. Procedure For Objecting To or Requesting Exclusion From The Class Action Settlement, or Challenging Total Workweeks. The Class Members shall submit objections to the Settlement and/or request exclusion from the Settlement and/or submit a challenge to their Total Workweeks using the following procedures:

a. Procedure For Objecting. The Class Notice shall provide that those Class Members who wish to object to the Settlement shall mail a written statement of objection ("Notice of Objection") to the Settlement Administrator, no later than the Objection/Exclusion

1 Deadline Date. The postmark date of the mailing shall be deemed the exclusive means for
2 determining if a Notice of Objection is timely. The Notice of Objection must contain the Class
3 Member's name, the last four digits of his/her social security number, dates of employment, current
4 contact information, a statement providing the basis for the Class Member's objections, a statement
5 advising if the objecting Class Member plans to address the Court at the Settlement Fairness
6 Hearing, and any legal briefs, papers or memoranda the objecting Class Member proposes to submit
7 to the Court. Class Members regardless of whether or not they submit a written objection to the
8 Claims Administrator will have the right to appear at the Final Approval Hearing in order to have
9 their objections heard by the Court. No later than sixteen (16) court days before the Settlement
10 Fairness Hearing, the Claims Administrator shall provide counsel for the Parties with complete
11 copies of all objections received, including the postmark dates for each objection. Class Counsel
12 and Counsel for Defendant shall file any responses to any written objections submitted to the Court
13 in accordance with this Settlement Agreement at least five (5) days before the Fairness Settlement
14 Hearing.

15 b. Procedure For Requesting Exclusion. The Notice shall provide that Class
16 Members who wish to exclude themselves from the Class must submit a written request to be
17 excluded ("Request for Exclusion") from the Class on or before the Objection/Exclusion Deadline
18 Date. Such Request for Exclusion: (1) must contain the name, address, telephone number and the
19 last four digits of the Social Security number of the person requesting exclusion; (2) must be signed
20 by the person requesting exclusion; (3) must be returned by mail to the Settlement Administrator at
21 the specified address; (4) and must be postmarked on or before the Objection/Exclusion Deadline
22 Date. The date of the postmark on the return mailing envelope shall be the exclusive means used to
23 determine whether a request for exclusion has been timely submitted. Any Class Member who
24 requests an exclusion from the Class will not be entitled to any recovery under the Class Settlement
25 and will not be bound by the Released Class Claims or have any right to object, appeal or comment
26 thereon. Class Members who fail to submit valid and timely a Request for Exclusion on or before
27 the Objection/Exclusion Deadline Date shall be Participating Class Members and shall be bound by
28 all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is

1 approved by the Superior Court. No later than sixteen (16) court days before the Settlement Fairness
2 Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of
3 all members of the Settlement Class who have timely requested exclusion from the Settlement. At
4 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of
5 the Settlement Class to submit a Request for Exclusion from the Settlement. Requests for
6 Exclusions do not apply to the PAGA Settlement for Aggrieved Employees; Aggrieved Employees
7 will be bound to the PAGA Settlement (i.e., the PAGA Released Claims) irrespective of whether
8 they exclude themselves from the Class Settlement. For the avoidance of doubt, no Aggrieved
9 Employee may opt out of the PAGA settlement.

10 c. Procedure for Contesting Individual Settlement Payment: Each Class
11 Members will have the opportunity, should he/she disagree with Defendant's records regarding
12 his/her Total Workweeks as presented in his/her Class Notice, to provide documentation to show
13 contrary employment dates. To do so, Class Members must contact the Settlement Administrator,
14 along with all applicable documentary evidence to support his/her dispute regarding his/her Total
15 Workweeks prior to the Objection/Exclusion Deadline. Moreover, an individual can only dispute
16 his/her number of Total Workweeks if he/she does not exclude himself/herself from the Settlement.
17 If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether
18 a workweek adjustment is warranted. Class Counsel and Defendant's Counsel shall meet and confer
19 in an attempt to reach an agreement regarding whether a workweek adjustment is warranted based
20 on the documentary evidence submitted by the Class Member to challenge his/her Total
21 Workweeks. In the event that a workweek adjustment is warranted, the additional amount owed to
22 said Class Member, if any, shall be paid as part of that Participating Class Member's Individual
23 Settlement Payment and no adjustment will result in an increase to the Gross Fund Value.

24 d. No Solicitation Of Settlement Objections. The Parties agree to use their best
25 efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel
26 seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement
27 or appeal from the Order and Final Judgment.

1 19. Procedure For Payment Of Individual Settlement Payments and Individual PAGA
2 Payments:

3 a. Except for Excluded Class Members, all Participating Class Members will
4 receive an Individual Settlement Payment.

5 b. All Aggrieved Employees shall be bound by the PAGA Settlement, and will
6 be issued an Individual PAGA payment. For the avoidance of doubt, no Aggrieved Employee may
7 opt out of the PAGA settlement.

8 c. Individual Settlement Payments for Class Members and Individual PAGA
9 Payments for Aggrieved Employees shall be paid exclusively from the Qualified Settlement Fund,
10 pursuant to the settlement formula set forth herein, and shall be mailed within ten (10) business days
11 after Defendant delivers the required funds to the Settlement Administrator for deposit into the
12 Qualified Settlement Fund.

13 c. Should any question arise regarding the determination of eligibility for, or the
14 amounts of, any Individual Settlement Payment or Individual PAGA Payments under the terms of
15 this Agreement, Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach
16 agreement and shall utilize the services of a mediator if they cannot reach an agreement informally.

17 d. Any checks issued by the Settlement Administrator to Participating Class
18 Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds
19 represented by Settlement checks returned as undeliverable and those Settlement checks remaining
20 uncashed for more than one hundred and eighty (180) days after issuance (collectively, "Uncashed
21 Settlement Checks") shall be distributed to the Controller of the State of California to be held
22 pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq.
23 for the benefits of those Settlement Class Members who did not cash their checks until such time
24 they claim their property. The Parties agree that this disposition results in no "unpaid residue" under
25 California Civil Procedure Code Section 384, as the entire Net Fund Value (NFV) will be paid out
26 to Settlement Class Members, whether or not they all cash their settlement checks.

27 e. Although Participating Class Members who do not timely cash their
28 Individual Settlement Payments shall not immediately receive the monies from those checks, such

1 persons shall nonetheless be Participating Class Members and will be bound by all terms of the
2 Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the
3 Superior Court, including the release of the Released Class Claims, unless they timely file a valid
4 request for exclusion as set forth herein.

5 20. Claims Deemed Waived. Any Class Member who does not request exclusion as set
6 forth above is deemed to be a Participating Class Member and thereby is deemed to have released
7 the Released Class Claims against Released Parties for the Class Period as set forth herein,
8 regardless of whether or not they timely cash their Individual Settlement Payment.

9 21. Certification By Settlement Administrator. Upon completion of administration of the
10 distributions, the Settlement Administrator shall provide written certification of such completion to
11 the Court and counsel for all Parties.

12 22. Final Approval Hearing And Entry Of Final Judgment. Upon expiration of the
13 Objection/Exclusion Deadline Date, with the Court's permission, a Final Fairness Hearing shall be
14 conducted to determine final approval of the Settlement along with the amount properly payable for
15 (i) the Attorneys' Fees and Cost Award, (ii) any Service Awards, and (iii) Settlement Administration
16 Costs. The Final Fairness Hearing shall not be held earlier than twenty-five (25) calendar days from
17 Objection/Exclusion Deadline Date. Upon final approval of the Settlement by the Court, Class
18 Counsel shall prepare and the Parties shall present the Final Approval Order and Judgment, in a
19 form agreed to in advance by the Parties, for the Court's approval. After entry of the Final Approval
20 Order and Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing:
21 (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration
22 matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as set
23 forth in this Agreement.

24 23. Defendant shall discharge its obligations to the Class Members through the
25 remittance of the Settlement Award to the Class Members by the Settlement Administrator as set
26 forth hereinabove, regardless of whether checks representing individual settlement sums are actually
27 received and/or negotiated by Participating Class Members. Once Defendant has complied with the
28 obligations set forth in this Joint Stipulation and Settlement of Class Action and PAGA Claims, it

1 will be deemed to have satisfied all terms and conditions under this Settlement Agreement and shall
2 have no further obligations under the terms of the Settlement Agreement regardless of what occurs
3 with respect to those sums.

4 24. Nullification Of Settlement Agreement. In the event: (i) the Court does not finally
5 approve the Settlement as provided herein; or (ii) the Court does not enter a Final Approval Order
6 as provided herein, which becomes final as a result of the occurrence of the Effective Date, this
7 Settlement Agreement shall be null and void and any order or judgment entered by the Court in
8 furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties
9 and any funds to be awarded under this Settlement shall be returned to their respective statuses as
10 of the date and time immediately prior to the execution of this Agreement, and the Parties shall
11 proceed in all respects as if this Settlement Agreement had not been executed. In the event an appeal
12 is filed from the Court's Final Judgment, or any other appellate review is sought prior to the
13 Effective Date, administration of the Settlement shall be stayed pending final resolution of the
14 appeal or other appellate review, as well as any fees incurred by the Settlement Administrator prior
15 to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate
16 review.

17 25. No Effect On Employee Benefits. Neither the Individual Settlement Payments,
18 Individual PAGA Payments, nor the Service Award to Named Plaintiff shall be deemed to be
19 pensionable earning and shall not have any effect on the eligibility for, or calculation of, any of the
20 employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Named
21 Plaintiff or Participating Class Members. The Parties agree that any Individual Settlement Payments
22 to Participating Class Members under the terms of this Agreement do not represent any modification
23 of the Participating Class Members' previously credited hours of service or other eligibility criteria
24 under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
25 Further, any Individual Settlement Payment, or Service Award hereunder shall not be considered
26 "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an
27 employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Neither
28

1 Defendant nor Named Plaintiff are opining on the terms of any such Plan, each of which speaks for
2 itself.

3 26. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
4 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance
5 with this Agreement shall be resolved as follows:

6 a. If the Named Plaintiff or Class Counsel, on behalf of the Named Plaintiff or
7 any Class Member, or the Defendant at any time believes that the other Party has breached or acted
8 contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

9 b. Upon receiving notice of the alleged violation or dispute, the responding
10 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating
11 Party with the reasons why the Party disputes all or part of the allegation.

12 c. If the response does not address the alleged violation to the initiating Party's
13 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
14 differences.

15 d. If Class Counsel and Defense counsel are unable to resolve their respective
16 parties' differences after twenty (20) calendar days referenced in Section III, Paragraph 26(a)-(c),
17 supra, either Party may elect to file (1) an appropriate Code of Civil Procedure section 664.6 motion
18 for enforcement with the Court, or (2) take any other legal action to enforce this Settlement
19 Agreement.

20 e. In the event that the Court does not agree to adopt the above dispute
21 resolution procedure as part of its Order granting final approval to the Settlement, then the above
22 provisions for Dispute Resolution (Section III, paragraph 26(a)-(d)) are null and void, the remainder
23 of the settlement is unaffected, and the parties shall remain free to submit disputes and/or motions
24 for enforcement of the settlement via appropriate noticed motion or ex parte application as though
25 Section III, paragraph 23 was not included herein.

26 27. No Retaliation. Defendant shall not take any adverse action against any Class
27 Member because of the existence of, and/or participation in, the Settlement, or because they choose
28

1 to benefit from the Settlement or to object to or opt out from the Settlement. Defendant shall not
2 take action to discourage Class Members from participating in the Settlement.

3 28. Exhibits And Headings. The terms of this Agreement include the terms set forth in
4 any attached Exhibit A which is incorporated by this reference as though fully set forth herein. Any
5 exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
6 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
7 constitute a part of this Agreement.

8 29. Interim Stay Of Proceedings. The Parties agree to hold all proceedings in the Action
9 including all discovery events and efforts, except such proceedings necessary to implement and
10 complete the Settlement, in abeyance pending the Settlement Hearing to be conducted by the Court.

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

13 31. Entire Agreement. This Agreement and any attached exhibits constitute the entire
14 agreement among these Parties, and no oral or written representations, warranties or inducements
15 have been made to any Party concerning this Agreement or its exhibits other than the
16 representations, warranties and covenants contained and memorialized in such documents.
17 Defendant shall not be required as part of the Settlement to modify or eliminate any of its personnel,
18 compensation or payroll practices, or adopt any new personnel, compensation or payroll practices.

19 32. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant
20 and represent they are expressly authorized by the Parties whom they represent to negotiate this
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties
22 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
23 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
24 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
25 unable to reach agreement on the form or content of any document needed to implement the
26 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
27 of this Settlement, the Parties may seek the assistance of the Court and/or the mediator to resolve
28

1 such disagreement. The persons signing this Agreement on behalf of Defendant represents and
2 warrants that they are authorized to sign this Agreement on behalf of Defendant.

3 33. Binding On Successors And Assigns. This Agreement shall be binding upon, and
4 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 34. California Law Governs. All terms of this Agreement and the exhibits hereto shall
6 be governed by and interpreted according to the laws of the State of California.

7 35. No Public Disclosure prior to Preliminary Approval: Named Plaintiff, Defendant,
8 and Class Counsel will not make any public disclosure of the Settlement until after the filing of the
9 Application for Preliminary Approval of the Settlement. Named Plaintiff, Defendant, and Class
10 Counsel represent that they have not made any such disclosure. The foregoing shall not preclude
11 Named Plaintiff or Class Counsel from advising Class Members regarding this Settlement. This
12 section does not preclude Class Counsel or Named Plaintiff from performing their duties as Class
13 Counsel and/or Class Representative. This section does not preclude the posting of the Order and
14 Judgment of Final Approval on the Settlement Administrator's website. Notwithstanding the
15 foregoing, the Parties agree that Defendant may make such disclosures that in Defendant's judgment
16 are required in the ordinary course of business, except that Defendant and its counsel shall not
17 encourage Class Members to opt out. Thereafter, Class Counsel and Named Plaintiff agree not to
18 publicize the terms of this Settlement with the media or others, including but not limited to, any
19 newspaper, journal, magazine, website, and/or on-line reporter of settlements. Class Counsel may
20 also include references to this Settlement in their curriculum vitae, for purposes of presentations in
21 court filings only.

22 36. Counterparts. This Agreement may be executed in one or more counterparts. All
23 executed counterparts and each of them shall be deemed to be one and the same instrument provided
24 that counsel for the Parties to this Agreement shall exchange among themselves original signed
25 counterparts.

26 37. This Settlement Is Fair, Adequate And Reasonable. The Parties believe this
27 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
28

1 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
2 and potential.

3 38. Jurisdiction Of The Court. The Court shall retain jurisdiction, pursuant to Code of
4 Civil Procedure Section 664.6 or otherwise, with respect to the interpretation, implementation and
5 enforcement of the terms of this Agreement and all orders and judgments entered in connection
6 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
7 of interpreting, implementing and enforcing the settlement embodied in this Agreement and all
8 orders and judgments entered in connection therewith.

9 39. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and
10 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
11 not be construed against any of the Parties.

12 40. Invalidity Of Any Provision. Before declaring any provision of this Agreement
13 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
14 consistent with applicable precedents so as to define all provisions of this Agreement valid and
15 enforceable.

16
17
18 10/27/2023
19 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

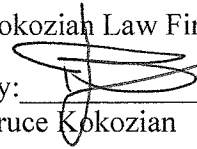


Julie Garcia

20
21
22 Dated: 10/27/23

CLASS COUNSEL:

Kokozian Law Firm, APC

24 By: 
25 Bruce Kokozian

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Dated: 11/15/23

By: 
Karen Kanan, Administrator

DATED: 11/15/2023

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

By: 
Tim L. Johnson, Esq.
Cameron O. Flynn, Esq.
Attorneys for Defendant

Exhibit “A”

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Julie Garcia v. W D W Joint Venture

Los Angeles Superior Court Case Number 22STCV29309

To You/Class Members who are defined as all current and former employees of Defendant W D W JOINT VENTURE doing business as Downey Community Health Center who were/are employed in California, as non-exempt hourly paid employees and who worked for Defendant during the Class Period of September 8, 2018 through September 30, 2023.

You may be entitled to receive money from a class action settlement.

A court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

- | | | |
|----|--|--------|
| 1. | Why Should You Read This Notice? | Page 1 |
| 2. | What Is the Case About?..... | Page 2 |
| 3. | What does the Settlement Provide? | Page 2 |
| 4. | What Is the Class Action Settlement?..... | Page 3 |
| 5. | What Are My Rights? How Will My Rights Be Affected? | Page 3 |
| 6. | Who Are the Attorneys Representing the Parties? | Page 5 |
| 7. | How Will the Attorneys for the Class and Costs Be Paid?..... | Page 5 |

1. Why should you read this notice?

On September 8, 2002, Plaintiff (“Plaintiff”) Julie Garcia filed a putative class action complaint against W D W JOINT VENTURE doing business as Downey Community Health Center. (hereinafter “DCHC”). This Notice describes the lawsuit and explains your rights in the settlement. You have received this Notice because records indicate that you are a Class Member and/or an Aggrieved Employee for the purpose of PAGA violations. “Class Members” mean and refer to, a member of the class conditionally certified for settlement purposes only during the applicable Class Period, consisting of consisting of all current and former employees of Defendant employed in California, as non-exempt hourly paid employees and who worked for Defendant during the Class Period of September 8, 2018 through September 30, 2023. “Aggrieved Employee/s” means and refers to all current and former non-exempt hourly paid employees of Defendant, employed in California during the PAGA Period of September 8, 2021 through September 30, 2023.

In November 15, 2023 the Parties reached a class wide settlement as a compromise to resolve Plaintiff’s individual and representative claims, subject to Court approval. On XXXX 2023, the Los Angeles County Superior Court preliminarily approved the class action settlement and has ordered that this Notice be provided to you. ***The court has not determined who is right or wrong is this lawsuit.***

2. What is the case about?

Plaintiff asserted claims against Defendant on behalf of Class Members/Aggrieved employees for: Failure To Pay Overtime Wages; Failure To Pay Minimum Wages; Failure To Pay Overtime Wages At The Legal Overtime Pay Rate; Failure To Provide Meal Periods Or Compensation In Lieu Of; Failure To Provide Paid Rest Periods; Failure To Timely Furnish Accurate Itemized Wage Statements; Violation Of Labor Code §203; Unfair Business Practices Penalties Pursuant To Labor Code § 2698 Et Seq.; Failure To Reimburse Employee Expenses In Violation Of Labor Code §2802.

DCHC vehemently denies any and all wrongdoing and liability. DCHC contends it conducted business and compensated employees consistent with the laws of the State of California. DCHC contends it has no liability for any of claims under any statute, wage order, common law, or equitable theory. The court has not ruled on the merits of Plaintiff's claims.

3. What does the settlement provide?

As part of the settlement terms, in exchange for a class release of the claims asserted by Plaintiff, DCHC will pay \$760,000 (Gross Fund Value), including attorneys' fees, costs, third-party settlement administrator costs, the class representative enhancement payment, payment to the California Labor and Workforce Development Agency, and payment to Participating Class Members. Plaintiff will request from the Gross Fund Value: (1) \$253,333.33 for attorneys' fees, (2) up to \$25,000 in costs, (3) up to \$15,000 for settlement administration costs to ILYM Group, Inc. , (4) up to \$7,500 as a service award to Class Representative Julie Garcia, and (5) a PAGA allocation of \$25,000, of which \$6,250 will be distributed to Aggrieved Employees and \$18,750 will be paid to the California Labor and Workforce Development Agency. After deductions of all the preceding amounts, the remaining amount will be distributed as Settlement Awards to Participating Class Members (Net Fund Value). The Net Fund Value will be divided by the Aggregate Workweek Total worked by all Class Members to determine the approximate weekly settlement amount for Class Members. Defendant will provide the Settlement Administrator with each Class Members' Total Workweeks based on its records.

Defendant's records indicate that you were employed or performed work for _____ Total Workweeks during the Class Period of September 8, 2018 through September 30, 2023.

Based on this estimate and Defendant's records, your estimated Settlement Payment is \$_____.

You [are / are not] considered to be an Aggrieved Employee for the PAGA period of September 8, 2021 through September 30, 2023., and have been credited with ____ PAGA Pay periods for the PAGA period of September 8, 2021 through September 30, 2023.

Based on these PAGA Pay periods, the PAGA Payment you will receive under the Settlement is estimated to be \$_____.

You may submit a written dispute to the number of Workweeks and/or PAGA pay periods allocated to you ("Workweeks Dispute") to the Settlement Administrator. Your Workweeks

Dispute must: (1) contain your full name, address, and telephone number and the case name and number of the Action (Julie Garcia v.W D W Joint Venture Los Angeles Superior Court Case Number 22STCV29309); (2) be signed by you; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the address or fax number listed below; (4) clearly state the number of Workweeks and/or PAGA Pay periods you believe is correct; and (5) attach any documents you have to support your dispute.

Subject to court approval, you do not need to take any further action to receive money from this settlement.

4. *What is the Class Action Settlement?*

In a class action lawsuit, one person called “Plaintiff” or “Class Representative” sues on behalf of other people who may have similar claims. In this case, the Plaintiff is Julie Garcia. All these people are a “Class” or “Class Members.” The company she sued is called the Defendant. In this case, the Defendant is W D W JOINT VENTURE doing business as Downey Community Health Center. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. In this case, the court is the Los Angeles County Superior Court.

5. *What are my rights? How will my rights be affected?*

Participating in the Settlement

Under the settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. If approved by the Court, the Settlement Agreement and release will be binding on all Participating Class Members who do not timely opt out of the settlement.

If you are a current employee of DCHC your decision about whether or not to participate in this settlement will **not** affect your employment with DCHC.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be mailed by First-Class Mail or equivalent, and postmarked no later than XXXXX. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Late requests for exclusion (opt-out requests) will not be considered.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement, and you will not be bound by the terms of the Settlement.

Objecting to the Settlement

If you wish to Object to the Settlement, you may advise the Court about your objection stating why you object to the settlement. Your objection must state your full name, your social security number, dates of employment, address, and telephone number, a statement providing the basis for

your objections, a statement advising if you plan to address the Court at the Settlement Fairness Hearing, and any legal briefs, papers or memoranda you propose to submit to the Court. The objection must be mailed to Settlement Administrator, at the address below, and must be postmarked no later than XXXXX.

You may also, if you wish, appear at the Settlement Fairness Hearing on [date] at [time] in Dept. 6 of the Los Angeles County Superior Court to discuss your objections with the Court and the Parties regardless of whether or not you submitted a written objection to the Settlement Administrator. Class Members may appear remotely, if you wish, for the Final Approval Hearing. More information is available at <https://my.lacourt.org/laccwelcome..> The Settlement Fairness Hearing may be continued to another date without further notice. If you object to the settlement, you may still receive your share of the settlement amount if the court approves the settlement despite objections.

WHAT AM I RELEASE UNDER THE CLASS SETTLEMENT?

If and when the Court grants final approval of the Settlement, upon entry of final judgment and Defendant fully funding the settlement, Released Parties shall be entitled to, and each Settlement Class Member not filing a timely exclusion shall be deemed to have given, a release of the following claims for the Class Period: “all claims, rights, demands, liabilities, damages, attorney fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or could have been asserted based on the facts alleged in the Action, and arising during the Class Period of this settlement, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorney fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code §17200, et seq. based on the following categories of allegations as set forth in the operative complaint and any amendments thereto: (a) all claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to pay overtime wages and the legal overtime rate; (d) all claims for failure to provide meal periods; (e) all claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due and owing at the time of an employee’s termination or discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all claims for the failure to reimburse for business expenses; and (h) all claims for Unfair Competition or Business Practices under California’s Business and Professions Code based on the preceding claims.

“Released Parties” means and refers to Defendant W D W JOINT VENTURE, doing business as Downey Community Health Center, and its successors in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, owners, operators, heirs, joint employers, staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, owners, administrators, fiduciaries, trustees, and agents.

If the Court finally approves the Settlement, settlement checks will be mailed to Class Members who have not opted out of the Settlement.

WHAT AM I RELEASING UNDER THE PAGA SETTLEMENT?

Upon the Effective Date and Defendant fully funding the settlement, Aggrieved Employees hereby release, acquit, and discharge the Released Parties from any and all PAGA claims for civil penalties for claims asserted in Plaintiff’s LWDA Notice (dated September 8, 2022) and alleged in the First Amended Complaint which occurred during the PAGA Period, including all claims

under PAGA for civil penalties due to any Labor Code violations by Defendant that were asserted against Defendant in the First Amended Complaint or that could have been asserted based on the factual allegations alleged in the First Amended Complaint and Named Plaintiff's Notice to the Labor and Workforce Development Agency including (a) all claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to pay overtime wages and the legal overtime rate; (d) all claims for failure to provide meal periods; (e) all claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due and owing at the time of an employee's termination or discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all claims for the failure to reimburse for business expenses; and (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims. Released Parties is defined in this Notice, above.

PAGA Members (Aggrieved Employees) Cannot Opt-Out Or Exclude Themselves From The PAGA Settlement or the PAGA Released Claims, and will be issued an individual PAGA payment even if they opt-out of the class settlement.

Uncashed Settlement Checks

Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, "Uncashed Settlement Checks") shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until they claim their property.

6. Who are the attorneys representing the parties?

Class Counsel, appointed and approved by the Court for settlement only, will represent you. However, you may choose to be represented by your own counsel at your own cost.

Attorneys for Plaintiff & the Class are:

Bruce Kokozyan, Esq.
KOKOZYAN LAW FIRM, APC
10940 Wilshire Blvd, Suite 1200
Los Angeles, California 90024
Telephone (323) 857-5900

Attorneys for Defendant are:

Tim Johnson, Esq.
Ogletree Deakins
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Telephone (858) 652-3100

7. How will the attorneys for the class and costs be paid?

Class Counsel is seeking an award from the Court for attorneys' fees of up to \$253,333.33 and documented litigation costs of up to \$25,000. Julie Garcia is seeking a service award from the Court of up to \$7,500. The actual amounts awarded will be determined by the Court.

If you need more information or have any questions, you may contact the Settlement Administrator at the telephone number listed below.

Julie Garica v. W D W JOINT VENTURE,

c/o [Settlement Administrator]
[ADDRESS]
[PHONE]

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