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19 Cityfront Terrace Homeowners Association

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **FOR THE COUNTY OF SAN DIEGO**

22 **Kelly Acosta** individually and on behalf of all
23 similarly situated individuals,

24 Plaintiff,

25 vs.

26 **Cityfront Terrace Homeowners Association**, a
27 California Corporation; and **Does 1-10**, inclusive;

28 Defendant.

CASE NO. 25CU033699C

[Assigned for all purposes to the Hon. Mark T.
Cumba Dept. C-65]

CLASS ACTION

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

Complaint Filed: June 26, 2025

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Kelly Acosta (“Plaintiff”
3 or “Class Representative”), individually and on behalf of all others similarly situated individuals and
4 Cityfront Terrace Homeowners Association (“Defendant”). Plaintiff and Defendant may be referred
5 to herein as the “Parties,” singularly as a “Party,” or by their designated names.

6 This Agreement is subject to the approval of the Court, which is a condition precedent of the
7 settlement, and is made for the sole purpose of attempting to consummate settlement of the Action
8 on a class-wide basis subject to the following terms and conditions.

9 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the
10 Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to the terms and
11 conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. Plaintiff Kelly Acosta filed her complaint on June 26, 2025 in the San Diego County
14 Superior Court where it is entitled *Kelly Acosta v. Cityfront Terrace Homeowners Association, et al.*, Case No.
15 25CU033699C (the “Action”). The Action asserted the following class-wide causes of action for: (1)
16 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or
17 premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
18 failure to provide and maintain accurate wage statements; (6) failure to pay wages when due; (7) failure
19 to reimburse necessary business expenses; and (8) Violation of California Business & Professions Code
20 §§ 17200, et seq.

21 2. On July 10, 2025, Plaintiff filed a First Amended Complaint adding an additional cause
22 of action for civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab.
23 Code §§ 2698, et seq. (“PAGA”).

24 3. Defendant denies all material allegations set forth in the Action and have asserted
25 numerous affirmative and other defenses in response to the Class, PAGA, and individual claims.
26 Defendant contends it has complied with the California Labor Code, the California Business &
27 Professions Code, the applicable IWC Wage Orders, and all other applicable California and Federal
28 law. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive,

1 and would also divert Defendant's resources away from its core mission. Defendant has therefore
2 concluded that it is desirable that the litigation be resolved upon the terms and conditions set forth in
3 this Stipulation.

4 4. On March 18, 2026, the Parties participated in a full-day of mediation with Hon. Steven
5 Denton (Ret.) (the "Mediator"), a well-respected mediator in the field of employment law and wage-
6 and-hour class actions. Although the matter did not resolve at mediation, the Parties continued
7 engaging in negotiations for several weeks thereafter by and through the mediator, and ultimately
8 agreed to a conditional settlement pursuant to the terms reflected in this Stipulation.

9 5. The informal discovery conducted in this matter, as well as discussions between
10 counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding
11 of the merits of their positions; to evaluate the risks of litigation and the value of the Settlement Class's
12 claims; and to compromise the issues on a fair and equitable basis.

13 6. The settlement discussions during and after mediation were conducted at arm's length
14 by and through an experienced mediator and the settlement of the Action is the result of an informed
15 and detailed analysis of Defendant's potential liability in relation to the costs and risks associated with
16 continued litigation.

17 7. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and
18 contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and
19 acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the
20 Action against Defendant through trial and appeals. Class Counsel has taken into account: 1) the
21 uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such as this
22 lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the potential difficulty of obtaining
23 certification of the Action; and 5) the potential risk of trying the claims of the class. Class Counsel is
24 mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the
25 Action and litigation of those claims on a class-wide basis.

26 8. Class Counsel believes that the Settlement set forth in this Settlement Agreement
27 confers substantial benefits upon Plaintiff and the Class Members, and that an independent review of
28 this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based

1 on their own independent investigation and evaluation, Class Counsel has determined that the
2 Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class Members.

3 9. Based on the data and documents produced during informal discovery and in response
4 to Plaintiff's Labor Code sections 226 and 1198.5 records request, Class Counsels' own independent
5 investigation and evaluation, Class Counsel believes that Plaintiff's settlement with Defendant for the
6 consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and
7 adequate, and is in the best interest of the Class Members in light of all known facts and circumstances,
8 including the risk of significant delay and uncertainty associated with litigation, various defenses
9 asserted by Defendant, the contested legal and factual issues involved, and potential appellate issues.

10 10. This Settlement Agreement is made and entered into by and between Plaintiff
11 individually and on behalf of all other allegedly similarly situated Aggrieved Employees and Settlement
12 Class Members on the one hand, and Defendant on the other hand. This Settlement Agreement is
13 subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly
14 acknowledge that this Agreement is entered into solely for the purpose of compromising disputed
15 claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any
16 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
17 be returned to their original respective positions.

18 11. The Parties agree to abide by the terms of the Settlement Agreement in good faith and
19 to support the Settlement Agreement fully and to use their best efforts to defend this Settlement
20 Agreement from any legal challenge, whether by appeal or collateral attack.

21 DEFINITIONS

22 The following definitions are applicable to this Settlement Agreement. Definitions contained
23 elsewhere in this Settlement Agreement will also be effective:

24 12. "**Action**" means *Kelly Acosta v. Cityfront Terrace Homeowners Association, et al.* Case No.
25 25CU033699C, filed in San Diego County Superior Court on June 26, 2025.

26 13. "**Aggrieved Employees**" means those Class Members who worked for Defendant
27 within the **PAGA Period**.

28 14. "**Class Counsels' Fees and Costs**" means the attorneys' fees agreed upon by the

1 Parties and approved by the Court for Class Counsels' litigation and resolution of this Action. Class
2 Counsels' Fees and Costs shall include all costs incurred and to be incurred by Class Counsel in the
3 Action, including, but not limited to, costs associated with documenting the Settlement, securing the
4 Court's approval of the Settlement, responding to any objections to the settlement and appeals arising
5 therefrom, administering the Settlement, and obtaining entry of a Judgment terminating this Action,
6 and expenses for any experts. Class Counsel will request attorneys' fees not in excess of one-third of
7 the Maximum Settlement Amount (i.e., up to Sixty-Five Thousand Dollars Only (\$65,000.00)).¹ Class
8 Counsels' Fees and Costs will also mean and include the additional reimbursement of Class Counsels'
9 actual reasonable costs incurred in connection with Class Counsels' litigation and settlement of the
10 Action, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to the Court's
11 approval. Defendant agrees not to oppose Class Counsels' request for fees and reimbursement of costs
12 as set forth above.

13 15. **"Class Counsel"** means Navid Barahmand of Barahmand Law Group.

14 16. **"Class List"** means a complete list of all Class Members that Defendant will diligently
15 and in good faith compile from their records and provide to the Settlement Administrator within seven
16 (7) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a
17 readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of
18 Defendant or its agents, Class Members' names; last-known addresses; last-known telephone numbers;
19 last-known email address; social security numbers; start dates of employment; end dates of
20 employment; number of weeks worked by each Class Member during the Class Period; the number of
21 pay periods worked by each Aggrieved Employee during the PAGA Period.

22 17. **"Class Member(s)"** or **"Settlement Class"** or the **"Class"** means the following: *"All*
23 *persons who worked at least one shift as a non-exempt employee of Defendant in the State of California from the period*
24 *of June 26, 2021 through March 19, 2026."*

25 18. **"Class Size Representation"**: Defendant represent that there are 57 Class Members
26

27 ¹ For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount
28 increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the increased
Gross Settlement Amount

1 during the period from June 26, 2021 through March 19, 2026 and that these Class Members worked
2 a combined 5,712 workweeks during that same period. This representation is a material term for
3 Plaintiff entering into this Stipulation.

4 19. **“Class Period”** is the period from June 26, 2021 through March 19, 2026.

5 20. **“Class Representative”** means Plaintiff Kelly Acosta who will seek to be appointed as
6 the Representative for the Settlement Class.

7 21. **“Class Representative Enhancement Payment”** means the amounts to be paid to
8 Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Class Members
9 and negotiating the Settlement. Defendant agrees not to dispute that the Class Representative will be
10 paid, subject to Court approval, up to \$10,000 from the Maximum Settlement Amount for her services
11 on behalf of the class, subject to the Court granting Final Approval of this Settlement Agreement.
12 Should the Court reduce the Class Representative Enhancement Payment, any such reduction shall
13 revert to the Net Settlement distributed to Participating Class Members.

14 22. **“Court”** means the Superior Court in the County of San Diego.

15 23. **“Defendant(s)”** means Defendant Cityfront Terrace Homeowners Association.

16 24. **“Effective Date”** means the date on which the settlement embodied in this Settlement
17 Agreement shall become effective and is the date after all of the following events have occurred: (i)
18 this Settlement Agreement has been executed by Plaintiff and Defendant; (ii) the Court has given
19 Preliminary Approval to the Settlement, including approving a provisional Settlement Class; (iii) notice
20 has been given to the putative members of the Settlement Class, providing them with an opportunity
21 to object to the terms of the Settlement or to opt-out of the Settlement; and (iv) *either* (1) the Court has
22 held a formal fairness hearing and, having heard no objections to the Settlement, has given Final
23 Approval to the Settlement, including entering a final order and judgment certifying the Class and
24 approving this Settlement Agreement; or (2) in the event there are oral or written objections filed prior
25 to or at the formal fairness hearing which are not later withdrawn or denied, the later of the following
26 events: (a) five (5) business days after the period for filing any appeal, writ, or other appellate
27 proceeding opposing the Court’s Final Approval of the Settlement have elapsed without any appeal,
28 writ, or other appellate proceeding having been filed; or (b) five (5) business days have elapsed

1 following the final and conclusive dismissal or resolution of any appeal, writ, or other appellate
2 proceeding opposing the Settlement, with no right to pursue further appellate remedies or relief.

3 25. **“Individual Class Payment”** means each Participating Class Member’s share of the
4 Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request
5 for Exclusion, to be paid without the need to submit a claim.

6 26. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata share of the
7 35% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved
8 Employees. Aggrieved Employees will receive their Individual PAGA Payment regardless of whether
9 they submit a valid Request for Exclusion.

10 27. **“Labor and Workforce Development Agency Payment”** means the amount that the
11 Parties have agreed that Defendant will pay in connection with Plaintiff’s Labor Code Private Attorneys
12 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The Parties have
13 agreed that Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00) of the Maximum
14 Settlement Amount will be allocated to the resolution of the Aggrieved Employees’ claims arising under
15 PAGA (“PAGA Settlement Amount”). Pursuant to PAGA, Sixty-Five Percent (65%), or Twelve
16 Thousand Six Hundred Seventy-Five (\$12,675.00), of the PAGA Settlement Amount will be paid to
17 the California Labor and Workforce Development Agency (“LWDA”), and Thirty-Five Percent (35%),
18 or Six Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$6,825.00), of the PAGA
19 Settlement Amount will be paid to the Class Members, as allegedly Aggrieved Employees, as part of
20 the Net Settlement Amount.

21 28. **“Maximum Settlement Amount”** (or “MSA”) means the maximum settlement
22 amount of One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) to be paid by
23 Defendant in full satisfaction of all claims arising from the Action. The Maximum Settlement Amount
24 shall include all Individual Class Payments to Participating Class Members, Individual PAGA
25 Payments, the Class Representative Enhancement Payment, Settlement Administration Costs to the
26 Settlement Administrator, the Labor and Workforce Development Agency Payment, and the Class
27 Counsels’ Fees and Costs. The MSA shall *not* include employer-side employer-side payroll, or other,
28 taxes, which Defendant agrees that it is responsible for and are to be paid in addition to the Maximum

1 Settlement Amount. The Maximum Settlement Amount is non-reversionary.

2 29. **“Net Settlement Amount”** means the portion of the Maximum Settlement Amount
3 remaining after deduction of the approved Class Representative Enhancement Payment, Settlement
4 Administration Costs, Labor and Workforce Development Agency Payment, and Class Counsels’ Fees
5 and Costs. The Net Settlement Amount will be distributed to Participating Class Members and
6 Individual PAGA Payment.

7 30. **“Notice of Objection”** means a Class Member’s valid and timely written objection to
8 the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s
9 full name, signature, address, telephone number, and the last four digits of the objector’s social security
10 number, (b) the dates the objector was employed by Defendant in California, (c) a written statement
11 of all grounds for the objection accompanied by any legal support for such objection, and (d) copies
12 of any papers, briefs, or other documents upon which the objection is based.

13 31. **“Notice Packet”** or **“Notice”** means the Notice of Class Action Settlement and
14 Challenge Form, substantially in the form attached as **Exhibit A**.

15 32. **“PAGA Period”** shall run from May 5, 2024 through March 19, 2026, inclusive.

16 33. **“PAGA Release Period”** means the period from May 5, 2024 through March 19, 2026,
17 inclusive.

18 34. **“Participating Class Members”** means all Class Members who do not submit valid
19 and timely Requests for Exclusion.

20 35. **“Parties”** means Plaintiff and Defendant, collectively.

21 36. **“Plaintiff”** or **“Named Plaintiff”** or **“Class Representative”** means Kelly Acosta.

22 37. **“Preliminary Approval”** means the Court order granting preliminary approval of the
23 Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

24 38. **“Final Approval”** means the Court granting final approval of the Settlement and
25 entering final judgement in an order in substantially the same form as the order attached as **Exhibit**
26 **C**.

27 39. **“Released Claims”** means those claims asserted in the Complaint or that reasonably
28 could have been alleged based on the factual allegations contained in the operative complaint or LWDA

1 letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum
2 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu
3 thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and
4 maintain accurate wage statements; (6) failure to pay wages when due; (7) failure to reimburse necessary
5 business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004,
6 Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (9) Unlawful Business Practices, Cal. Bus. & Prof. Code
7 §§ 17200, et seq. It is the intent of the Parties that the judgment entered by the Court upon Final
8 Approval of the Settlement shall have *res judicata* and/or collateral estoppel effect and be final and
9 binding upon Plaintiff and all Participating Class Members regarding all of the Released Claims. The
10 Release will only take effect upon the latter of the Effective Date and full funding of the MSA by
11 Defendant.

12 40. “**Release Period**” is the period from June 26, 2021 through March 19, 2026, inclusive.

13 41. “**Released PAGA Claims**” means the release for claims for civil penalties under
14 PAGA asserted in the LWDA letter, or that reasonably could have been asserted based on the factual
15 allegations contained therein. The Released PAGA Claims shall be release through the PAGA Release
16 Period. No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release
17 regardless of whether they cash their Individual PAGA Payment. The Release will only take effect upon
18 the latter of the Effective Date and full funding of the MSA by Defendant.

19 42. “**Released Parties**” shall mean Defendant Cityfront Terrace Homeowners
20 Association, as well as and their past and present agents, officers, directors, employees, attorneys,
21 parents, subsidiaries, agents, joint employers, affiliates, insurers, investors, shareholders and assigns.

22 43. “**Request for Exclusion**” means a timely letter submitted by a Class Member
23 indicating a request to be excluded from the Settlement. The Request for Exclusion shall include the
24 Class Members’ name and information needed to be properly identified and indicate the desire to opt
25 out of the settlement. Such information could include the name, address, telephone number, and the
26 last four digits of the Social Security Number of the Class Member requesting exclusion. It must be
27 returned by first class mail or equivalent to the Settlement Administrator at the specified address and
28 be postmarked on or before the Response Deadline. The date of the postmark on the return mailing

1 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
2 submitted. A Class Member who does not request exclusion from the Settlement will be deemed a
3 Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted
4 Final Approval by the Court.

5 44. **“Response Deadline”** means the deadline by which Class Members must postmark to
6 the Settlement Administrator valid Share Forms, Requests for Exclusion, or file and serve objections
7 to the Settlement. The Response Deadline will be 30 calendar days from the initial mailing of the Notice
8 Packet by the Settlement Administrator, unless that day falls on a Sunday or federal holiday, in which
9 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
10 The Response Deadline for Objections or Requests for Exclusion will be extended fifteen (15) calendar
11 days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless
12 the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended
13 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended
14 by agreement between Class Counsel and Defendant or by Order of the Court. Under no
15 circumstances, however, will the Settlement Administrator have the authority to extend the deadline
16 for Class Members to submit a Request for Exclusion, or objection to the Settlement other than as
17 provided herein.

18 45. **“Settlement”** or **“Stipulation”** means the Parties’ agreement to resolve the Action on
19 terms and conditions as set forth in this Settlement Agreement.

20 46. **“Settlement Administrator”** means a third-party class action settlement claims
21 administrator selected by the Parties and approved by the Court for purposes of administering this
22 Settlement. The Parties each represent that they will not select a Settlement Administrator in which
23 either Party has any financial interest or other relationship that could create a conflict of interest.

24 47. **“Settlement Administration Costs”** means the costs payable from the Maximum
25 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but
26 not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated
27 amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and
28 providing necessary reports and declarations, and other duties and responsibilities set forth herein to

1 process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be
2 paid from the Maximum Settlement Amount and shall not exceed \$15,000.00.

3 48. “**Workweeks**” means the number of weeks worked by each Class Member as a non-
4 exempt employee during the Class Period. Workweeks are determined by calculating the number of
5 days each Class Member worked during the Class Period and dividing by seven (7). Partial workweeks
6 will not be counted, meaning incomplete workweeks will be rounded down; however, a Class Member
7 who worked only one day during the Class Period will be credited with having worked one Workweek
8 for purposes of the Settlement.

9 **CLASS CERTIFICATION**

10 49. Solely for purposes of entering into this conditional settlement subject to court
11 approval, the Parties stipulate and agree that the requisites for establishing class certification with
12 respect to the Settlement Class have been met and are met. If the Settlement is not approved by the
13 Court, then this conditional settlement is null and void and Defendant shall retain all rights and
14 opportunities to defend the Action and to contest class certification on all issues in the Action. More
15 specifically, the Parties stipulate and agree for purposes of this Settlement only that:

16 a. The Settlement Class is ascertainable and so numerous as to make it impracticable to
17 join all Class Members;

18 b. There are common questions of law and fact including, but not limited to, the following:

19 i. Whether Defendants had a common policy and/or practice of depriving
20 Plaintiff and Class Members of required minimum wages;

21 ii. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff
22 and Class Members required minimum wages;

23 iii. Whether Defendants had a common policy and/or practice of depriving
24 Plaintiff and Class Members of required overtime wages;

25 iv. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff
26 and Class Members required overtime wages;

27 v. Whether Defendants had a common policy and/or practice of depriving
28 Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

- 1 vi. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class
2 Members of compliant, off-duty meal and/or rest periods;
- 3 vii. Whether Defendants unlawfully and/or willfully combined Plaintiff and Class
4 Members' meal and rest periods into a single, one-hour break;
- 5 viii. Whether Defendants have a common policy and/or practice of failing to
6 maintain accurate payroll records in the State of California;
- 7 ix. Whether Defendants unlawfully and/or willfully failed to maintain accurate
8 payroll records in the State of California;
- 9 x. Whether Defendants have a common policy and/or practice of failing to
10 provide accurate wage statements reflecting hours worked and wages earned to
11 Plaintiff and Class Members;
- 12 xi. Whether Defendants unlawfully and/or willfully failed to provide accurate wage
13 statements reflecting hours worked and wages earned to Plaintiff and Class
14 Members;
- 15 xii. Whether Defendants have a common policy and/or practice of failing to
16 reimburse Plaintiff and Class Members for reasonable business expenses;
- 17 xiii. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff
18 and Class Members for reasonable business expenses;
- 19 xiv. Whether Defendants has a policy and/or practice of failing to pay Plaintiff and
20 Class Members final wages owed upon termination;
- 21 xv. Whether Defendants unlawfully and/or willfully failed to promptly pay
22 compensation due to Plaintiff and Class Members upon termination of
23 employment in violation of Labor Code §§ 201, 202, and 203;
- 24 xvi. Whether Plaintiff and Class Members sustained damages as a result of any of
25 the aforementioned violations, and, if so, the proper measure of those damages,
26 including interest, penalties, costs, attorneys' fees, and equitable relief; and
- 27 xvii. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
28 Code § 17200, et seq., by violating the above provisions of law.

1 c. That the Class Representative's claims are typical of the claims of the members of the
2 Settlement Class.

3 d. That the Class Representative and Class Counsel will fairly and adequately protect the
4 interests of the Settlement Class.

5 e. That the prosecution of separate actions by individual members of the Settlement Class
6 would create the risk of inconsistent or varying adjudications, which would establish incompatible
7 standards of conduct.

8 f. That questions of law and fact common to the members of the Settlement Class
9 predominate over any questions affecting any individual member in such Class, and that a class action
10 is superior to other available means for the fair and efficient adjudication of the controversy.

11 g. The Parties agree that this stipulation regarding class certification is for the sole purpose
12 of facilitating this conditional settlement approval. Should the Court ultimately deny settlement
13 approval, the Parties agree that Defendant maintains and has the right to contend that class
14 certification, for all the issues enumerated herein, is improper based upon all defenses available to
15 Defendant prior to execution of this Stipulation.

16 **TERMS OF AGREEMENT**

17 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements
18 set forth herein, the Parties agree, subject to the Court's approval, as follows:

19 50. Funding of the Maximum Settlement Amount. Within five (5) calendar days after the
20 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the
21 amounts to be paid by Defendant pursuant to the terms of the Settlement, including the amount of
22 the employer contribution for payroll taxes to be paid by Defendant. Within thirty (30) days of
23 receiving the final accounting of funds by the Settlement Administrator, Defendant will make the
24 required deposit of the Maximum Settlement Amount in the amount of \$195,000.00 ("Maximum
25 Settlement Amount");²

26 _____
27 ² This payment shall be deposited into a Qualified Settlement Fund to be established by the Settlement
28 Administrator to be held in trust pending final approval of this Settlement. Should final approval of
this settlement not be granted for any reason, Defendant shall be entitled to return of this deposit
within 30 days of such event.

1 51. Within five (5) calendar days of the funding of the Maximum Settlement Amount, the
2 Settlement Administrator will issue payments to: (a) Class Representatives; (b) Class Counsel; (c) the
3 Participating Class Members; (d) the Labor and Workforce Development Agency; and (e) the
4 Settlement Administrator.

5 52. Class Counsels' Fees and Costs. Defendant agrees not to oppose or impede any
6 application or motion by Class Counsel for Class Counsels' Fees and Costs of up to one-third of the
7 Maximum Settlement Amount, or \$65,000.00, plus the reimbursement of actual reasonable costs and
8 expenses incurred in connection with Class Counsels' litigation and settlement of the Action, up to
9 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), both of which will be paid from the
10 Maximum Settlement Amount.³

11 53. Class Representative Enhancement Payment. In recognition of her efforts and work in
12 prosecuting the Action on behalf of Class Members and the Aggrieved Employees and in negotiating
13 the Settlement, Defendant agrees not to oppose or impede any application or motion for a Class
14 Representative Enhancement Payment Named Plaintiff of up to a total of \$10,000, subject to the
15 Court's approval. The Class Representative Enhancement Payment, which will be paid from the
16 Maximum Settlement Amount, is in addition to the payment to which she is entitled to as Settlement
17 Class Member or is entitled to as part of Plaintiff's Individual Class Payment.

18 54. Settlement Administration Costs. The Settlement Administrator will be paid for the
19 reasonable costs of administration of the Settlement and distribution of payments from the Maximum
20 Settlement Amount, which is capped at no more than \$15,000.00. These costs, which will be paid from
21 the Maximum Settlement Amount, will include, for instance, costs incurred for the required tax
22 reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS Forms, distributing the
23 Notice Packet, calculating Class Members' workweeks, and calculating and distributing the Maximum
24 Settlement Amount and Class Counsels' Fees and Costs, and providing necessary reports and
25 declarations.

27 ³ For the avoidance of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount
28 increases, Class Counsel shall have the right to seek attorney's fees up to one-third of the increased
Gross Settlement Amount.

1 55. Labor and Workforce Development Agency Payment. Subject to Court approval, the
2 Parties agree that the amount of Nineteen Thousand Five Hundred Dollars and Zero Cents
3 (\$19,500.00) of the Maximum Settlement Amount will be allocated to the resolution of the Aggrieved
4 Employees' claims arising under PAGA ("PAGA Settlement Amount"). Pursuant to PAGA, Sixty-Five
5 Percent (65%), or Twelve Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$12,675.00),
6 of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
7 Agency ("LWDA"), and Thirty-Five Percent (35%), or Six Thousand Eight Twenty-Five Dollars and
8 Zero Cents (\$6,825.00), will be distributed to allegedly Aggrieved Employees. Class Counsel shall be
9 responsible for giving any required notice of this Settlement to the LWDA.

10 56. Settlement Administration Cost Decreases. Any portion of the estimated or designated
11 Settlement Administration Costs which are not required to fulfill the total Settlement Administration
12 Costs will become part of the Net Settlement Amount.

13 57. Individual Class Payment and Individual PAGA Payment Calculations. Individual Class
14 Payments will be calculated and apportioned from the Net Settlement Amount based on the
15 Workweeks a Participating Class Member worked during the Class Period. Individual PAGA Payments
16 will be separately calculated and apportioned from the portion of the PAGA amount intended for
17 Aggrieved Employees. Specific calculations of Individual Class Payments and Individual PAGA
18 Payments will be made as follows:

19 a. The Settlement Administrator will calculate the number of Workweeks per
20 Participating Class Member during the Class Period based on records in Defendant's
21 possession, custody, or control.⁴ Workweeks are determined by identifying each week an
22 employee actually worked based on Defendant's timekeeping and/or payroll data. A Class
23 Member who worked only one day during the Class Period will be credited with having worked
24 one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning

26 ⁴ Defendant's Workweek data will be presumed to be correct unless a particular Class Member proves
27 otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will
28 be resolved and decided by the Settlement Administrator in consultation with Class Counsel and
counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be
final and non-appleable.

1 incomplete workweeks will be rounded down.

2 b. The Settlement Administrator will calculate the total Workweeks for all
3 Settlement Class Members by adding the number of Workweeks worked by each Settlement
4 Class Member during the Class Period.

5 c. The respective Workweeks for each Settlement Class Member will be divided
6 by the total Workweeks for each Settlement Class Member, resulting in the Payment Ratio for
7 each Settlement Class Member.

8 d. Each Settlement Class Member's Payment Ratio will then be multiplied by the
9 Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class
10 Payments.

11 e. Using the Class Data, the Settlement Administrator will calculate the total
12 number of pay periods in the PAGA Period and will divide each Aggrieved Employees'
13 individual number of eligible pay periods in the PAGA Period to determine their pro rata
14 portion of the portion of the PAGA payment allocated to Aggrieved Employees. Partial pay
15 periods will not be counted, meaning incomplete pay periods will be rounded down; however,
16 an Aggrieved Employee who worked only one day during the PAGA Period will be credited
17 with having worked one pay period for purposes of the Settlement.

18 58. Limited Confidentiality. The Parties agree not to issue press releases, communicate
19 with, or respond to, any media or publication entities concerning the Settlement, including the fact of
20 the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to final
21 approval and Entry of Judgment, except as required by law or as shall be contractually required to
22 effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class
23 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with
24 Class Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all
25 necessary motions and supporting memoranda related to preliminary and final approval of the
26 Settlement or for other class action settlements. This provision also does not limit Class Counsel (i)
27 from complying with ethical obligations; or (ii) from posting a neutral description of publicly available
28 facts regarding the Settlement, provided that such posting does not expressly identify Defendant by

1 name.

2 59. Class Member Communications. Defendant will instruct its officers, directors, and
3 managers that, should they be contacted by Class Members or persons who believe they may be Class
4 Members in relation to this Agreement, such officers, directors, and exempt managers should make no
5 comment except those necessary to encourage participation in the settlement, to direct the employees
6 to the Settlement Administrator and the Class Notice, or Class Counsel, and/or to provide such Class
7 Members with contact information for the Settlement Administrator and Class Counsel. Defendant
8 agrees not to discourage or prevent Class Members from exercising any of their rights or obligations
9 pursuant to this Agreement. At no time will any of the Parties or their counsel take any action to
10 encourage, support, require, or induce Class Members to object to the Settlement Agreement, opt-out
11 from the Settlement, or appeal from the Order and Judgment. This includes requiring or asking Class
12 Members to sign any arbitration agreements that purport or could be read to limit a Class Member's
13 right to participate in this Settlement prior to Entry of Judgment and disbursement of the GSA. To be
14 clear, nothing in this Paragraph shall be construed as prohibiting Defendant from entering into
15 arbitration agreements with any of its current employees except that any such agreements will not apply
16 to this Litigation or the Settlement.

17 60. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class Payments
18 to Participating Class Members shall be deemed to be paid to such Participating Class Members solely
19 in the year in which such payments are received by the Participating Class Members. It is expressly
20 understood and agreed that the receipt of such Individual Class Payments will not entitle any
21 Participating Class Member to additional compensation or benefits under any company bonus,
22 commission, or other compensation or benefit plan or agreement in place during the period covered
23 by the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401K
24 benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties to this
25 Settlement that the Individual Class Payments provided for in this Settlement are the sole payments to
26 be made by Defendant to the Participating Class Members, and that the Participating Class Members
27 are not entitled to any new or additional compensation or benefits as a result of having received the
28 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit

1 or compensation plan document that might have been in effect during the period covered by this
2 Settlement).

3 61. Settlement Administration Process. The Parties agree to cooperate in the administration
4 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
5 incurred in administration of the Settlement.

6 62. Delivery of the Class List. Within seven (7) calendar days of Preliminary Approval,
7 Defendant will provide the Class List to the Settlement Administrator.

8 63. Notice by First-Class U.S. Mail. Within five (5) calendar days following receipt of the
9 Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form attached
10 hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the most current,
11 known mailing addresses identified in the Class List. Each Notice Packet will provide: (a) information
12 regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement
13 Class definition; (d) each Class Member's estimated Individual Class Payment and the formula for
14 calculating Individual Class Payments; (e) the dates which comprise the Class Period; (f) instructions
15 on how to submit valid Requests for Exclusion or objections; (g) the deadlines by which the Class
16 Member must fax or postmark Requests for Exclusions or file and serve objections to the Settlement;
17 (h) the claims to be released, as set forth herein; and (i) the date for the Final Approval Hearing. The
18 Settlement Administrator will also create a website that lists key deadlines and has links to the notice,
19 claim form (if any), preliminary approval order, motions for preliminary and final approval and for
20 attorneys' fees, and any other important documents in the case.

21 64. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
22 Administrator will perform a search based on the National Change of Address Database for
23 information to update and correct for any known or identifiable address changes. Any Notice Packets
24 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will
25 be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
26 Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no
27 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the
28 correct address using a skip-trace, or other search using the name, address and/or Social Security

1 number of the Class Member involved and will then perform a single re-mailing. Those Class Members
2 who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later
3 of: (a) an additional fifteen (15) calendar days; or (b) the Response Deadline to fax or postmark a
4 Request for Exclusion, or file and serve an objection to the Settlement.

5 65. The Settlement Administrator shall exercise its best judgment to determine the current
6 mailing address for each Class Member. The address identified by the Settlement Administrator as the
7 current mailing address shall be presumed to be the best mailing address for each Class Member.

8 66. Disputed Information on Notice Packets. Class Members and Aggrieved Employees
9 will have an opportunity to dispute the information provided in their Notice Packets. To the extent
10 Class Members/Aggrieved Employees dispute the number of weeks he/she worked during the Class
11 Period or PAGA Period, or the amount of their Individual Class Payment or Individual PAGA
12 Payment, Class Members may produce evidence to the Settlement Administrator showing that such
13 information is inaccurate. Any disputes, along with supporting documentation, must be postmarked
14 on or before the Response Deadline. Absent evidence rebutting Defendant's records, Defendant's
15 records will be presumed determinative. However, if a Class Member or Aggrieved Employee produces
16 evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the
17 Class Member/Aggrieved Employee in consultation with Class Counsel and counsel for Defendant
18 and will make the final decision as to the Individual Class Payment/Individual PAGA Payment to
19 which the Class Member/Aggrieved Employee may be entitled with input from Class and Defense
20 Counsel. This determination shall be binding on the Class Member and Aggrieved Employee.

21 67. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
22 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
23 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope
24 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
25 All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly
26 to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. Any
27 Class Member who submits a Request for Exclusion shall be prohibited from objecting to the
28 Settlement Agreement.

1 68. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
2 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
3 Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including those
4 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants
5 Final Approval to the Settlement.

6 69. Objection Procedures. To object to the Settlement Agreement, a Class Member must
7 file a valid Notice of Objection with the Court on or before the Response Deadline. The Notice of
8 Objection shall be signed by the Class Member and contain all information required by this Settlement
9 Agreement. Class Members may also raise objections orally at the Final Fairness and Approval hearing,
10 whether or not they previously submitted a valid Notice of Objection. At no time will any of the Parties
11 or their counsel take any action to encourage, support, or induce Class Members to object to the
12 Settlement Agreement, opt-out from the Settlement, or appeal from the Order and Judgment. Class
13 Counsel will not represent any Class Members with respect to any such objections to this Settlement.

14 70. Certification Reports Regarding Individual Class Payment Calculations. The Settlement
15 Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a)
16 the number of Class Members who have submitted valid Requests for Exclusion; and (b) whether any
17 Class Member has submitted a challenge to any information contained in their Claim Form or Notice
18 Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
19 reports regarding the administration of the Settlement Agreement as needed or requested. No later
20 than 30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval
21 and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and
22 Defense Counsel a declaration with summary information of the Notice process, including but not
23 limited to: (a) the total amount of final Individual Class Payments of each Settlement Class Member;
24 (b) the number of Settlement Class Members to receive such payments; (c) the final number of requests
25 for exclusion/opt-outs requests and objections; (d) the Settlement Administrator's qualifications for
26 administration; and (e) an explanation of the steps taken to implement the Notice process as set forth
27 in this Agreement. The Settlement Administrator will also provide a copy of each opt-out request and
28 objection, authenticate those documents, and provide all necessary details as requested by Counsel

1 regarding the timing and handling of any opt-out requests and objections.

2 71. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to
3 Participating Class Members will be negotiable for 180 calendar days from the date the check was
4 issued (the “Void Date”). For any Class Member whose Individual Class Payment check or Individual
5 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit
6 the funds to the California Unclaimed Property Fund in the name of the Class Member or Aggrieved
7 Employee.

8 72. Certification of Completion. Upon completion of administration of the Settlement, the
9 Settlement Administrator will provide a written declaration under oath to certify such completion to
10 the Court and counsel for all Parties.

11 73. Treatment of Individual Class Payments and Individual PAGA Payments. Individual
12 Class Payments will be allocated as follows: of each Individual Class Payment, 20% will be allocated as
13 alleged unpaid wages and 80% will be allocated as alleged unpaid civil penalties. The percentage of
14 each Individual Class Payment allocated as wages will be reported on an IRS Form W-2 by the
15 Settlement Administrator. The remaining percentage of each payment shall be allocated as interest,
16 penalties, and reimbursement, and will be reported on an IRS Form-1099 by the Settlement
17 Administrator. All Individual PAGA Payments will be allocated as alleged penalties and will be reported
18 on an IRS Form-1099 by the Settlement Administrator.

19 74. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved
21 Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
22 amounts paid pursuant to this Agreement.

23 75. Tax Liability. The Parties acknowledge that no tax advice has been offered or given by
24 any other Party, their attorneys, agents, or any other representatives, in the course of these negotiations,
25 and that each Party is relying upon the advice of his/its own tax consultant with regard to any tax
26 consequences that may arise as a result of the execution of this Agreement. The Class Representative
27 and Class Counsel acknowledge that they may be required to submit a Form W-9, and the Class
28 Representative, Class Members, and Class Counsel acknowledge that the Settlement Administrator may

1 be required to issue a Form 1099 or other tax form reporting the consideration flowing to the Class
2 Representative, Class Members, and Class Counsel under this agreement to the Internal Revenue
3 Services and/or other taxing authority. Nothing herein shall obligate the Class Representative, Class
4 Members, and Class Counsel to pay, indemnify, or otherwise assume responsibility for any taxes that
5 would be owed by Defendant in the first instance or as a result of any re-classification of the treatment
6 of the payments, such as, for example, employer-side payroll contributions.

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

1 CONTEMPLATED BY THIS AGREEMENT.

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

6 78. Release of Claims by Class Members. As of the Effective Date *and* full funding the MSA
7 by Defendant, the Settlement Class and Participating Class Members fully release and discharge the
8 Released Parties for the Released Claims for the Release Period. Participating Class Members will be
9 deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are
10 disputed, and that Individual Class Payments constitute payment of all sums allegedly due. Participating
11 Class Members will be deemed to have acknowledged and agreed that California Labor Code Section
12 206.5 is not applicable to the Individual Class Payment.

13 79. Release of Claims by Aggrieved Employees and State. As of the Effective Date *and* full
14 funding the MSA by Defendant, the Aggrieved Employees and State of California fully release and
15 discharge the Released Parties for the PAGA Released Claims for the PAGA Release Period.

16 80. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
17 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
18 determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement
19 Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court
20 for the entry of an order for:

21 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
22 including but not limited to, payment of Class Counsels' fees and costs, and the Class Representative
23 Enhancement Payment, should be finally approved as fair, reasonable, and adequate as to the members
24 of the Settlement Class;

25 b. Preliminarily Certifying a Settlement Class;

26 c. Approving, as to form and content, the proposed Notice;

27 d. Approving the manner and method for Class Members to request exclusion from the
28 Settlement as contained herein and within the Notice;

- e. Directing the mailing of the Notice, by first class mail to the Class Members; and
- f. Giving Preliminary Approval to Settlement subject to final review by the Court.

81. Duties of the Parties Following Preliminary Court Approval. Following Preliminary Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to the Class, Class Counsel will submit a proposed final order of approval and judgment for:

- a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approval of Class Counsels' application for an award of attorneys' fees and costs;
- c. Approval of the Class Representative Enhancement Payment to the Class Representative;
- d. Approval of the Settlement Administration Costs of the Settlement Administrator; and
- e. That judgment be entered in the Action.

82. Rescission of Settlement Agreement (by Defendant). If more than ten percent (10%) of the Class Members opt-out of the Settlement by submitting Requests for Exclusion, Defendant may, at their option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If the option to rescind is exercised, Defendant shall be solely responsible for all costs of the Settlement Administrator accrued to that point.

83. Escalator Clause. Defendant has represented that there are 57 Class Members who worked 5,712 workweeks during the Class Period. Plaintiff has relied upon these material representations in entering into this MOA. Should the number of Settlement Class Members increase by 10% or the number of workweeks increase by 10%, Defendant shall have the option to either: (i) increase the GSA on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (for example, if the number of workweeks increases by 11%, the GSA will increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of workweeks (i.e., 6,283) are covered by the Class Period.

1 84. Adjustments to Components of Maximum Settlement Amount. This Agreement
2 contemplates those future adjustments to the amounts of components of the Maximum Settlement
3 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
4 adjustments shall be made only by written stipulation of the Parties or by an order of the Court. For
5 the avoidance of doubt, this Paragraph does not apply to the Escalator Clause above, and modifications
6 to this Settlement and the Notice shall be implemented upon the Escalator Clause triggering without
7 the need for a written stipulation or Court Order.

8 85. Nullification of Settlement Agreement. In the event that: (a) the Court does not issue
9 final approval of the Settlement as provided herein; or (b) the Settlement does not become final for
10 any other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
11 will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement
12 Agreement will likewise be treated as void from the beginning. In such event, if the Court rejects the
13 Settlement despite the Parties' best efforts, Defendant shall be liable for all Settlement Administration
14 costs incurred.

15 86. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
16 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
17 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only,
18 (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
19 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
20 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
21 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
22 Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action
23 Settlement document and share form, attached as **Exhibit A**. Class Counsel will be responsible for
24 drafting all documents necessary to obtain Preliminary Approval. Defendant agrees not to oppose the
25 Motion for Preliminary Approval.

26 87. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
27 deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement
28 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be

1 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
2 properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the Labor and
3 Workforce Development Agency Payment; (d) the Class Counsels' Fees and Costs; (e) the Class
4 Representative Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Defendant's
5 share of payroll taxes for wages paid in connection with the Individual Class Payments. Class Counsel
6 will be responsible for drafting all documents necessary to obtain Final Approval, including responding
7 to any objections and appeals arising therefrom. Class Counsel will also draft the attorneys' fees and
8 costs application to be heard at the Final Approval hearing. Defendant agrees not to oppose the Motion
9 for Final Approval.

10 88. Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein,
11 any Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order,
12 the Final Approval Order, or final judgment in substantially the form submitted by the Parties, or the
13 Settlement Agreement as agreed does not become final because of appellate court action. The
14 Terminating Party shall give to all other Parties (through his/its counsel) written notice of his/its
15 decision to terminate this Agreement no later than ten (10) business days after receiving notice that
16 one of the enumerated events has occurred. Termination of this Agreement shall have the following
17 effects:

18 a. The Settlement Agreement shall be terminated and shall have no force or effect, and
19 no Party shall be bound by any of its terms;

20 b. In the event the Settlement is terminated, Defendant shall have no obligation to make
21 any payments to any Party, Class Member or Class Counsel. The Terminating Party shall pay the
22 Settlement Administrator for services rendered up to the date the Settlement Administrator is notified
23 that the Settlement has been terminated;

24 c. The Settlement Agreement and all negotiations, statements, and proceedings relating
25 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to
26 their respective positions in the Action prior to the Settlement.

27 89. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
28 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment

1 pursuant to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry
2 of the Judgment, the Court will have continuing jurisdiction for purposes of addressing: (a) the
3 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
4 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
5 Agreement.

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

9 91. Entire Agreement. This Settlement Agreement, the general release of all claims by the
10 Class Representative, and any attached Exhibits constitute the entirety of the Parties' settlement terms.
11 No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
12 The Parties expressly recognize California Civil Code §1625 and California Code of Civil Procedure §
13 1856(a), which provide that a written agreement is to be construed according to its terms and may not
14 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
15 written representations or terms will modify, vary, or contradict the terms of this Agreement.

16 92. Amendment or Modification. This Settlement Agreement may be amended or modified
17 only by a written instrument signed by the named Parties or their successors-in-interest.

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

27 94. Signatories. It is agreed for the purposes of this Settlement Agreement only that because
28 the members of the Class are so numerous, it is impossible or impractical to have each member of the

1 Class execute this Settlement Agreement. The Notice, attached hereto as **Exhibit A**, will advise all
2 Class Members of the binding nature of the release, and the release shall have the same force and effect
3 as if this Settlement Agreement were executed by each member of the Class.

4 95. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon,
5 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 96. **California Law Governs.** All terms of this Settlement Agreement and Exhibits hereto
7 will be governed by and interpreted according to the laws of the State of California.

8 97. **Execution and Counterparts.** This Settlement Agreement is subject only to the
9 execution of all Parties. The Agreement may be executed in one or more counterparts either by ink or
10 electronic signature. All executed counterparts and each of them, including electronic, facsimile, and
11 scanned copies of the signature page, will be deemed to be one and the same instrument.

12 98. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this
13 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties further
14 agree that they have arrived at this Settlement after arm's-length negotiations and in the context of
15 adversarial litigation, taking into account all relevant factors, present and potential. The Parties further
16 agree that they and their respective counsel have conducted informal discovery, including but not
17 limited to per-shift time keeping data, payroll data, and evidence of pay and timekeeping policies, and
18 that the investigation conducted by the Parties was sufficient to satisfy the criteria for court approval
19 set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
20 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). The Parties further acknowledge that
21 they are each represented by competent counsel and that they have had an opportunity to consult with
22 their counsel regarding the fairness and reasonableness of this Agreement.

23 99. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement
26 Agreement valid and enforceable.

27 100. **Plaintiff's Waiver of Right to Be Excluded and Object.** Plaintiff agrees to sign this
28 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

1 For good and valuable consideration, Plaintiff further agrees that he will not request to be excluded
2 from the Settlement Agreement, nor object to any terms herein, except as stipulated by the Parties in
3 regard to her individual claims.

4 101. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
5 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
6 appeal any reduction in the Class Counsels' Fees and Costs below the amount requested from the
7 Court but must inform Defense Counsel and the Class Administrator of any intent to appeal prior to
8 the distribution of any funds from the Class Administrator to any Settlement Class Members or any
9 other Parties.

10 102. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
11 dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
12 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
13 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
14 or any other applicable laws, regulations, or legal requirements; breached any contract; violated or
15 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
16 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
17 any of the negotiations connected with it, shall be construed as an admission or concession by
18 Defendant of any such violations or failures to comply with any applicable law. The Parties agree that
19 there exists a bona fide dispute as to whether any compensation is actually due to Plaintiff, the putative
20 class, and Aggrieved Employees, and if so, the amount thereof, and no legal determinations have been
21 made with respect to the legal claims bought in the Action and resolved in this Settlement. Except as
22 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and
23 provisions shall not be offered or received as evidence in any action or proceeding to establish any
24 liability or admission on the part of Defendant or to establish the existence of any condition
25 constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

26 103. Captions. The captions and section numbers in this Agreement are inserted for the
27 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
28 provisions of this Agreement.

1 104. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
2 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
3 further waiver by such Party of the same or any other condition, covenant, right, or remedy.

4 105. Enforcement Actions. In the event that one or more of the Parties institute any legal
5 action, motion, petition, or other proceeding against any other Party or Parties to enforce the
6 provisions of this Settlement or to declare rights and/or obligations under this Settlement, the
7 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
8 attorneys' fees and costs, including expert witness fees incurred.

9 106. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
10 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
11 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
12 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
13 all Parties have contributed to the preparation of this Agreement.

14 107. Representation By Counsel. The Parties acknowledge that they have been represented
15 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
16 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,
17 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

18 108. All Terms Subject to Final Court Approval. All amounts and procedures described in
19 this Settlement Agreement herein will be subject to the Court's Final Approval.

20 109. Notices. Unless otherwise specifically provided herein, all notices, demands, or other
21 communications given hereunder shall be in writing and shall be transmitted to a Party via email:

22 To Plaintiff and the Settlement Class:

23 Navid Barahmand, Esq. (Bar No. 340934)
24 **BARAHMAND LAW GROUP**
25 navid@barahmandlaw.com
26 23801 Calabasas Road, Suite 2034
27 Calabasas, California 91302
28 tel: (818) 574-3355
 fax: (818) 574-3757

1 To Defendant:

2 Greg A. Garbacz, Bar No. 167007
3 Dorota K. Poplawska, Bar No. 292494
4 **KLINEDINST PC**
5 2 Park Plaza, Suite 1250
6 Irvine, California 92614
7 (949) 868-2600/FAX (714) 542-3592
8 ggarbacz@klinedinstlaw.com
9 dpoplawska@klinedinstlaw.com

10 110. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
11 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
12 Settlement Agreement.

13 111. Binding Agreement. The Parties warrant that: 1) they understand and have full authority
14 to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding
15 on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to
16 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
17 under federal or state law.

18 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
19 Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Kelly Acosta

Dated: 04/27/26


Kelly Acosta (Apr 27, 2026 19:07:15 PDT)
Kelly Acosta

DEFENDANT: Cityfront Terrace Homeowners Association

Dated: _____

By: _____
Its: _____

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Kelly Acosta

Dated: _____

Kelly Acosta

DEFENDANT: Cityfront Terrace Homeowners
Association

Dated: April 20, 2026

By: _____
Its: _____


PRESIDENT CFT HOA

EXHIBIT A

**NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Kelly Acosta v. Cityfront Terrace Homeowners Association et al.
Superior Court of the State of California, San Diego County
Case No. 25CU033699C

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Cityfront Terrace Homeowners Association's ("Cityfront") records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former employees of Cityfront who worked in California from June 26, 2021 through March 19, 2026.

On [REDACTED], the Honorable Mark T. Cumba of the Superior Court of California for the County of San Diego granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for your portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.¹]

IF YOU STILL WORK FOR CITYFRONT, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

¹ By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the net settlement amount and the PAGA Settlement Members receive 35% of the net settlement (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<PayPeriods>>. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www._____](http://www._____.).

What Is This Case About?

Kelly Acosta is a former employee of Cityfront Terrace Homeowners Association (“Cityfront” or “Defendant”). She is the “Plaintiff” in this case and is suing Defendant on behalf of herself and all Class Members. Plaintiff sued Defendant, alleging it (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to authorize meal periods or premium pay in lieu thereof; (4) failed to provide rest periods or premium pay in lieu thereof; (5) failed to provide and maintain accurate records; (6) failed to pay wages when due; (7) failed to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (9) engaged in Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that Cityfront has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On **March 18, 2026**, the Parties negotiated a settlement on behalf of themselves and the Class Members. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action (“Joint Stipulation”).

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department C-65 of the Superior Court of California for the County of San Diego, 330 W. Broadway, San Diego, California 92101.

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Navid Barahmand
BARAHMAND LAW GROUP
(818) 574-3355
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of herself and the Class Members for \$195,000.00 (“Gross Settlement Amount”).

The Gross Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$10,000 service payment to the Representative Plaintiff for her time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs; (4) \$12,675 to the California Labor & Workforce

Questions? Contact the Settlement Administrator toll free at _____

Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of the \$19,500 allocated to PAGA penalties); (5) \$6,825 to alleged PAGA Aggrieved Employees (or 35% of the \$19,500 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$65,000.00 in attorneys' fees and up to \$25,000 in litigation costs to Class Counsel.

After deducting the service payment to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately [\$] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by Cityfront *outside* of the Gross Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control.² Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.
- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

² Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.
- e. According to Defendant's records, you worked [REDACTED] Workweeks during the Class Period. Accordingly, your estimated payment is approximately \$[REDACTED].

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Kelly Acosta v. Cityfront Terrace Homeowners Association et al.* Settlement Administrator, c/o [REDACTED] no later than 30 days after the date this Notice of Class Action Settlement was mailed to you.³

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [REDACTED] **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages and 80% will be allocated as alleged unpaid civil penalties. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA

³ Unless the 30th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

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

The Released Claims are defined as:

All claims that were alleged in, or could reasonably have been alleged based on the facts set forth in, the First Amended Class Complaint. The Released Claims shall be released through the Release Period. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

The Released PAGA Claims include:

The claim for civil penalties under PAGA asserted in the LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.

No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release regardless of whether they cash their Individual PAGA Payment. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

“Released Parties” means Defendant Cityfront Terrace Homeowners Association, and its current and former parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.

The “Release Period” is the period from June 26, 2021 through March 19, 2026. The “PAGA Release Period” is the period from May 5, 2024 through March 19, 2026.

Option 2 – Opt-Out of the Settlement

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [redacted]. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *KELLY ACOSTA V. CITYFRONT TERRACE HOMEOWNERS ASSOCIATION, ET. AL.* LAWSUIT.”

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Questions? Contact the Settlement Administrator toll free at _____

Kelly Acosta v. Cityfront Terrace Homeowners Association, et. al Settlement Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA⁴; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Cityfront in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Kelly Acosta v. Cityfront Terrace Homeowners Association, et. al.*, San Diego County Case Number No. 25CU033699C.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ in Department C-65 of the Superior Court of California for the County of San Diego located at 330 W. Broadway, San Diego, California 92101 and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the

⁴ By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of San Diego, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at [www._____](http://www._____.).

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Challenge Form

Kelly Acosta v. Cityfront Terrace Homeowners Association et al.

Superior Court of the State of California, San Diego County

Case No. 25CU033699C

For all persons who are or previously were employed by Defendant Cityfront Terrace Homeowners Association (“Defendant”) in the State of California as a non-exempt employee in the State of California from June 26, 2021 through March 19, 2026 (“Class Period”).

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ [REDACTED]. [[Your total Individual PAGA Payment is currently estimated at \$ [REDACTED].]] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval (“Notice”), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ [REDACTED].

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant’s timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant’ records show that during the Class Period, you worked a total of [REDACTED] Workweeks. [[Defendant’ records show that during the PAGA Period you worked a total of [REDACTED] Pay Periods.]]

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is:_____

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is:_____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

[Attach documentation and use separate page(s) as necessary]

Mail to:

insert address

EXHIBIT B

Navid Barahmand, Esq. (Bar No. 340934)

BARAHMAND LAW GROUP

navid@barahmandlaw.com

23801 Calabasas Road, Suite 2034

Calabasas, California 91302

Tel: (818) 574-3355

Fax: (818) 574-3757

Attorneys for Plaintiff Kelly Acosta
and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

Kelly Acosta individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Cityfront Terrace Homeowners Association,
a California Corporation; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 25CU033699C

[Assigned for all purposes to the Hon. Mark T.
Cumba Dept. C-65]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: _____
Time: _____
Dept.: _____

Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
Action (the "Settlement" or "Stipulation") came on for hearing on _____, 2026.

Having considered the Settlement, all papers and proceedings held herein, and having reviewed
the entire record in this action, Case No. 25CU033699C, entitled *Kelly Acosta et al. v. Cityfront Terrace
Homeowners Association et al.* (the "Action"), and good cause appearing, the Court finds that:

WHEREAS, Plaintiff Kelly Acosta ("Plaintiff" or "Class Representative"), has alleged claims
against Cityfront Terrace Homeowners Association ("Defendant") individually and on behalf of all

1 others similarly situated, comprising: *“All persons who worked at least one shift as a non-exempt employee of*
2 *Defendant in the State of California from the period of June 26, 2021 through March 19, 2026.”* (“Class
3 Members”); and

4 WHEREAS, Plaintiff asserted class and PAGA claims in the Action against Defendant for: (1)
5 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize meal periods
6 or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5)
7 failure to provide and maintain accurate wage statements; (6) failure to pay wages when due; (7) failure
8 to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys
9 General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (9) Unlawful Business Practices,
10 Cal. Bus. & Prof. Code §§ 17200, et seq.

11 WHEREAS, Defendant expressly deny the allegations of wrongdoing and violations of law
12 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
13 and

14 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
15 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and to
16 avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

17 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation re:
18 Class and PAGA Action Settlement on _____, 2026, which provides for the final resolution of all class
19 and PAGA claims asserted by Plaintiff against Defendant in the Action, on the terms and conditions
20 set forth in the Stipulation, subject to the approval of this Court;

21 NOW, therefore, the Court grants preliminary approval of the Settlement, and

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

23 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms in
24 this Order shall have the meanings set forth therein.

25 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
26 Class.

27 3. The Class is defined as follows: *“All persons who worked at least one shift as a non-exempt*
28 *employee of Defendant in the State of California from the period of June 26, 2021 through March 19, 2026.”*

1 4. The Court has determined that the Class Notice fully and accurately informs all persons
2 in the Class of all material elements of the proposed Settlement, constitutes the best notice practicable
3 under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members. The
4 Class Notice is attached as **Exhibit A** and incorporated by reference.

5 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as fair,
6 reasonable, and adequate in all respects to the Class Members, and orders the parties to consummate
7 the Settlement in accordance with the terms of the Stipulation, including the terms and procedures for
8 Class Members to object or request exclusion to the Settlement.

9 6. The plan of distribution as set forth in the Stipulation providing for the distribution of
10 the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
11 reasonable, and adequate.

12 7. The Court preliminarily appoints as Class Counsel Navid Barahmand of Barahmand
13 Law Group 23801 Calabasas Road, Suite 2034, Calabasas, California 91302.

14 8. The Court preliminarily approves the payment of attorneys' fees in the amount of
15 \$65,000.00¹ (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid
16 from the Maximum Settlement Amount.

17 9. The Court preliminarily approves the payment of incurred reasonable costs in an
18 amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the Maximum Settlement
19 Amount as defined in the parties' Stipulation.

20 10. The Court preliminarily approves a payment in the amount of \$19,500.00 of the
21 settlement amount to be allocated to PAGA, of which \$12,675.00 will be paid to the California Labor
22 & Workforce Development Agency, representing the State of California's portion of civil penalties
23 under PAGA (or 65% of \$19,500.00), and \$6,825 to the alleged Aggrieved Employees (or 35% of
24 \$19,500.00), which shall both be paid from the Maximum Settlement Amount.

25 11. The Court preliminarily approves the payment of incurred reasonable claims
26

27
28 ¹ For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the Escalator
Provision of the Settlement shall apply to Class Counsel's fees such that they shall be equal to one-
third of the amount of the escalated Maximum Settlement.

1 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which shall
2 be paid from the Maximum Settlement Amount.

3 12. The Court preliminarily approves an enhancement award to the Class Representative,
4 Kelly Acosta, in the amount of \$10,000.00, which amount shall be paid from the Maximum Settlement
5 Amount.

6 13. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are
7 not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing
8 whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this
9 Action or in any other proceeding.

10 14. In the event that the Settlement does not become effective in accordance with the terms
11 of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent
12 provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders
13 entered and releases delivered in connection herewith shall be null and void to the extent provided by
14 and in accordance with the Stipulation, and each party shall retain his or its rights to proceed with
15 litigation of the Action.

16 15. The Court further sets a hearing for final approval of the Class Action settlement on
17 _____, 2026 at _____ a.m./p.m.

18
19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20
21 DATED: _____

22 Hon. Mark T. Cumba
23 San Diego County Superior Court Judge
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EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Kelly Acosta individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

Cityfront Terrace Homeowners Association,
a California Corporation; and **Does 1-10,**
inclusive;

Defendants.

CASE NO. 25CU033699C

[Assigned for all purposes to the Hon. Mark T.
Cumba Dept. C-65]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS AND PAGA ACTION
SETTLEMENT**

Date: _____ [Reserved]
Time: _____
Dept.: _____

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this action on
3 the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation") came on
4 for hearing on _____, 2026.

5 In conformity with California Rules of Court, rule 3.769, with due and adequate notice having
6 been given to Class Members (as defined in the Settlement Agreement), and having considered the
7 declaration of the Settlement Administrator, Settlement Agreement, all of the legal authorities and
8 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
9 written comments received regarding the Settlement Agreement, and having reviewed the record in
10 this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
11 Agreement and orders and makes the following findings and determinations and enters final judgment
12 as follows:

13 1. All terms used in this order shall have the same meanings given as those terms are used
14 and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final
15 Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of Settlement is
16 attached to the Declaration of Navid Barahmand, Esq. in Support of Plaintiff's Motion for Preliminary
17 Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

18 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
19 jurisdiction to approve the Settlement Agreement and all exhibits thereto.

20 3. The previously certified Class, as further defined in the Settlement is as follows:

21 *"All persons who worked at least one shift as a non-exempt employee of Defendant in the State of*
22 *California from the period of June 26, 2021 through March 19, 2026."*

23 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
24 California Rules of Court for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of _____ Participating Class Members
26 exists and a well-defined community of interest exists on the questions of law and fact involved because
27 in the context of the Settlement: (i) all related matters, predominate over any individual questions;

28 ¹ The Court previously granted preliminary approval of the Settlement on _____.

(ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive litigation, investigation, and research, and their attorneys were able to reasonably evaluate their respective positions over the course of this litigation.

7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the Class' claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured significant relief for Class Members.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court appoints Navid Barahmand of Barahmand Law Group as Class Counsel, and finds him to be adequate, experienced, and well-versed in class action litigation.

10. The Court appoints Plaintiff Kelly Acosta as Class Representative and finds her to be adequate.

11. The Court is satisfied that [REDACTED], which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the Settlement terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval

1 and Fairness Hearing, and be heard regarding approval of the Settlement and adequate periods of time
2 to respond and to act were provided by each of these procedures.

3 12. As part of administration, the Court notes that [REDACTED] Class Members filed written
4 objections to the Settlement as part of this notice process, and [REDACTED] Class Members filed a written
5 statement of intention to appear at the Final Approval and Fairness Hearing, and [REDACTED] Class Member
6 submitted a request for exclusion. The Class Member(s) who requested exclusion, specifically
7 [REDACTED], will not be bound by the Settlement and will not receive any portion of the Net Settlement
8 Amount, but will be bound by the PAGA Release to the extent they are Aggrieved Employees under
9 the Settlement.

10 13. The terms of the Settlement Agreement, including the Maximum Settlement Amount
11 of \$195,000.00 and the allocation for determining Individual Settlement Payments, are fair, adequate,
12 and reasonable to the Class and to each Class Member, and the Courts grants final approval of the
13 Settlement set forth in the Settlement Agreement, subject to this Order.

14 14. The Court further approves the following distributions from the Maximum Settlement
15 Amount, which fall within the ranges stipulated by and through the Settlement Agreement:

16 a. The \$65,000.00 amount, representing one-third of the Maximum Settlement
17 Amount, requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair
18 and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request is also
19 supported by its lodestar cross-check, and the Court finds that Class Counsel's time spent on
20 the matter and hourly rates charged by the attorneys who worked on the matter are fair and
21 reasonable. The Court grants final approval of, awards, and orders the Class Counsel fees
22 payment to be made in accordance with the Settlement Agreement.

23 b. The Court awards Class Counsel \$[REDACTED] in litigation costs, which is an
24 amount which the Court finds to be reflective of the actual and reasonable costs incurred. The
25 Court grants final approval of Class Counsel's litigation expenses payment and orders payment
26 of this amount to be made in accordance with the Settlement Agreement.

1 c. The \$10,000 in Class Representative incentive payments requested to the
2 Named Plaintiff is fair and reasonable. The Court grants final approval of the payments and
3 orders the payments to be made in accordance with the Settlement Agreement.

4 d. The amount of \$_____ designated for payment to the Settlement
5 Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties
6 to make the payment to the Settlement Administrator in accordance with the Settlement
7 Agreement.

8 e. The Court approves of the \$19,500.00 allocation assigned for claims under the
9 Labor Code Private Attorneys General Act of 2004, and orders 65% thereof (*i.e.*, \$12,675.00)
10 to be paid to the California Labor and Workforce Development Agency and orders 35%
11 thereof (*i.e.*, \$6,825.00) to be paid to alleged Aggrieved Employees in accordance with the terms
12 of the Settlement Agreement.

13 15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all
14 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not
15 contradict with this order, in which case the provisions of this order shall take precedence and
16 supersede the Settlement Agreement.

17 16. All Participating Class Members shall be bound by the Settlement and this order,
18 including the release of claims as set forth in the Settlement Agreement.

19 17. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
20 provided in this order and the Settlement Agreement.

21 18. All checks mailed to the Class Members must be cashed within one hundred and eighty
22 (180) days after mailing.

23 19. Plaintiff shall file with the Court a report regarding the status of distribution no later
24 than fifty (50) days after all funds have been distributed.

25 20. All checks mailed to the Class Members must be cashed within 180 days of issuance
26 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
27 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
28 CHECK IS ENCLOSED."

1 21. No later than 10 days from this order, the Settlement Administrator shall give notice of
2 judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of
3 this Order and Final Judgment on its website assigned to this matter.

4 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
5 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure
6 section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement
7 administration matters, and (c) addressing such post-judgment matters as may be appropriate under
8 court rules or applicable law.

9 23. This Final Judgment is intended to be a final disposition of the above-captioned action
10 in its entirety and is intended to be immediately appealable. This final judgment resolves all claims
11 released by the Settlement Agreement against Defendants.

12 24. The Court hereby sets a hearing date of _____, 2021 at _____ for a hearing on
13 the final accounting and distribution of the settlement funds. Counsel shall file with the Court a report
14 regarding the status of distribution at least five days before the hearing and not more than 21 days after
15 the Void Date.² Class Counsel shall also file with the report a proposed amended judgment that
16 complies with C.C.P. § 384.5.

17
18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19
20 DATED: _____

Hon. Mark T. Cumba
San Diego County Superior Court Judge

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26 ² The report shall be in the form of a declaration from the Settlement Administrator and shall describe
27 (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the
28 average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of
those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date
of the disposition of those unclaimed funds.