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Attorneys for Plaintiff
 Dixon Villa

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

DIXON VILLA, an individual, on behalf of
 herself and all others similarly situated,

Plaintiff,

v.

COAST CARE PARTNERS, a Business of
 Unknown Formation; and DOES 1 TO 50,

Defendants.

) Case No. 37-2023-00005104-CU-OE-CTL

)

) Assigned for All Purposes To:

) Judge: Hon. Gregory W. Pollack

) Dept: C-71

)

) **JOINT STIPULATION OF CLASS AND**
) **PAGA SETTLEMENT**

)

) IMAGED FILE

)

) Action Filed: February 2, 2023

**JOINT STIPULATION OF CLASS AND PAGA
 SETTLEMENT**

1 This Joint Stipulation of Class and PAGA Settlement is made by and between Plaintiff
2 Dixon Villa, on behalf of herself, the Class and the State of California pursuant to the Private
3 Attorneys General Act, on the one hand, and Defendant Coast Care Partners on the other hand.

4 In consideration of the mutual covenants, promises, and agreements set forth in this Joint
5 Stipulation of Class and PAGA Settlement, the Parties agree, subject to the Court's approval, to the
6 resolution of the Action, the Released Claims, and the Released PAGA Claims, subject to the
7 following terms and conditions.

8 **DEFINITIONS**

9 1. **"Action"** means the civil action titled *Dixon Villa v. Coast Care Partners*, San
10 Diego County Superior Court No. 37-2023-00005104-CU-OE-CTL.

11 2. **"Administration Expenses"** means the amount to be paid to the Administrator from
12 the Maximum Settlement Amount for its services in administering the settlement.

13 3. **"Administrator"** means ILYM, or any other third-party class action administrator
14 agreed to by the Parties and approved by the Court for the purposes of administering this
15 Settlement.

16 4. **"Agreement"** and **"Settlement"** means this Joint Stipulation of Class and PAGA
17 Settlement.

18 5. **"Class and PAGA Members"** means all Class Members and/or PAGA Members.

19 6. **"Class Counsel"** means Jonathan Melmed, Megan E. Ross and Hannah Becker of
20 the law firm Melmed Law Group P.C.

21 7. **"Class Counsel's Attorneys' Fees and Costs"** means the Court-approved
22 attorneys' fees, expenses, and costs incurred by Class Counsel for Class Counsel's litigation and
23 resolution of the Action.

24 8. **"Class Data"** means Class Members' name, last-known mailing address, Social
25 Security Number, number of PAGA Period pay periods and/or Class Period work weeks.

26 9. **"Class Members"** and **"Class"** means all persons who are or were employed by
27 Defendant in an hourly, non-exempt position in California during the Class Period.
28

10. **“Class Period”** means from February 2, 2019 through the date the court grants preliminary approval of the settlement.

11. **“Court”** refers to the court having jurisdiction over the Action, which is presently the San Diego County Superior Court.

12. **“Defendant”** means Coast Care Partners.

13. **“Defense Counsel”** means Joel Van Parys and Dalia Z. Khatib of the law firm CDF Labor Law LLP and Robert E. King of the law firm Legally Nanny®.

14. **“Dispute Deadline”** means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members.

15. **“Effective Date”** means the date the Court grants Final Approval of the Settlement and Judgment in the absence of any objection or intervention to the Settlement. If an objection or intervention to the Settlement is filed and not later withdrawn, the Effective Date is the later of the following events: (i) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, in the event an objection or intervention is filed and not later withdrawn, the Parties hereby state their intention that the Settlement will not become effective until the Court’s order granting final approval of the Settlement is completely final, and there is no further recourse by any appellant or objector who seeks to contest the finality of the Settlement.

16. **“Final Approval Motion”** means Plaintiff’s motion for final approval of the Settlement and judgment.

17. **“Final Approval Order and Judgment”** means the Court’s Order Granting Final Approval of the Settlement and Judgment.

18. **“Individual Class Award(s)”** means the Participating Class Members’ pro rata shares of the Net Settlement Amount calculated based on the number of workweeks worked during the Class Period.

19. **“Individual PAGA Award(s)”** means PAGA Members’ pro rata shares of twenty-five percent (25%) of the PAGA Allocation, which is One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00) to PAGA Members on a pro-rata basis based on the number of pay periods each PAGA Member worked during the PAGA period.

20. **“LWDA”** means the California Labor and Workforce Development Agency.

21. **“LWDA Payment”** means the seventy-five percent (75%) of the PAGA Allocation to be paid to the LWDA under the Agreement which, subject to Court approval, is Five Thousand Six Hundred and Twenty-Five Dollars (\$5,625.00).

22. **“Maximum Settlement Amount”** means Four Hundred Forty Thousand Dollars (\$440,000) (“Maximum Settlement Amount”), which is inclusive of all amounts Defendant is required to pay under the Settlement, except as otherwise provided below, including all Individual Class Awards to Participating Class Members, all Individual PAGA Awards to PAGA Members, the LWDA Payment, Plaintiff’s Enhancement Award, Class Counsel’s Attorneys’ Fees and Costs, and Administration Expenses.

23. **“Net Settlement Amount”** means the amount from the Maximum Settlement Amount that is available for distribution as Individual Class Awards for Participating Class Members after deducting (1) the PAGA Allocation (which includes the LWDA Payment and the Individual PAGA Awards), (2) Plaintiff’s Enhancement Award, (3) Class Counsel’s Attorneys’ Fees and Costs, and (4) Administration Expenses.

24. **“PAGA”** means California’s Labor Code Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.

25. **“PAGA Allocation”** means, subject to Court approval, the allocation of Seven Thousand Five Hundred Dollars (\$7,500.00) of the Maximum Settlement Amount as PAGA penalties.

26. **“PAGA Pay Periods”** refers to the number of pay periods a PAGA Member worked for Defendant as a non-exempt or hourly-paid employee in California during the PAGA Period. Each PAGA Member will be credited with at least one (1) PAGA Pay Period.

27. **“PAGA Period”** means from February 2, 2022 through the date the court grants preliminary approval of the settlement.

28. **“PAGA Class”** and **“PAGA Member(s)”** means all persons employed by Defendant in an hourly, non-exempt position in California during the PAGA Period.

29. **“Participating Class Member(s)”** means all Class Members who do not opt out of the Settlement.

30. **“Parties”** means Plaintiff and Defendant collectively.

31. **“Plaintiff”** and **“Class Representative”** means Dixon Villa on behalf of herself and each of her heirs, representatives, successors, assigns, and attorneys.

32. **“Plaintiff’s Enhancement Award”** means, subject to Court approval, Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of her effort and work in prosecuting the Action and in consideration for an individual general release of all claims with a waiver of California Code of Civil Procedure Section 1542.

33. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.

34. **“Preliminary Approval Motion”** means Plaintiff’s motion for preliminary approval of the Settlement.

35. **“Released Claims”** means all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on Plaintiff’s factual allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) failure to pay all minimum wages; (2) failure to provide rest periods and pay missed rest period premiums; (3) failure to provide meal periods and pay missed meal period premiums; (4) failure to maintain accurate employment records; (5) failure to pay wages timely during employment; (6) failure to pay all wages earned and unpaid at separation; (7) failure to indemnify all necessary business expenditures; (8) failure to furnish accurate itemized wage statements; and (9) violations of California’s Unfair Competition Law and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558,

1 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5,
2 Business and Professions Code section 17200, *et seq.* during the Class Period.

3 36. **“Released PAGA Claims”** means all claims for civil penalties under the California
4 Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against
5 the Released Parties that were alleged in the Action and that reasonably could have been alleged in
6 the Action based on the factual allegations contained in the operative complaints in the Action and
7 any amendments thereto, including, without limitation, all claims for civil penalties under PAGA
8 (Labor Code § 2698 *et seq.*) related to (1) failure to pay all minimum wages; (2) failure to provide
9 rest periods and pay missed rest period premiums; (3) failure to provide meal periods and pay
10 missed meal period premiums; (4) failure to maintain accurate employment records; (5) failure to
11 pay wages timely during employment; (6) failure to pay all wages earned and unpaid at separation;
12 (7) failure to indemnify all necessary business expenditures; (8) failure to furnish accurate itemized
13 wage statements, and any other Labor Code violations that were alleged in the Action, or that
14 could have been alleged in the Action based on the facts alleged in the Action, which includes, but
15 is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
16 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, during the
17 PAGA Period.

18 37. **“Released Parties”** means (i) Defendant, (ii) Defendant’s past and present direct
19 and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and
20 affiliates of any of the foregoing; (iv) the past and present shareholders, owners, directors, officers,
21 agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
22 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
23 successors and assigns of any of the foregoing; and (v) any individual or entity which could be
24 jointly liable with any of the foregoing.

25 38. **“Request(s) for Exclusion”** refers to a Class Member’s written request to be
26 excluded (i.e., opt-out) from the Settlement.

27 39. **“Response Deadline”** means sixty (60) calendar days after the Administrator mails
28 the Class Notice to Class Members.

40. “**Workweek(s)**” refers to the number of weeks a Class Member worked for Defendant as a non-exempt or hourly-paid employee in California during the Class Period, excluding any week(s) during which the Class Member did not work or was on a leave of absence. Each Class Member will be credited with at least one (1) Workweek.

41. “**Workweek Dispute(s)**” refers to a Class Member’s written dispute of the pre-printed information in the Class Notice as to his or her Workweeks and/or PAGA Pay Periods.

FACTUAL BACKGROUND

42. Plaintiff filed a letter with the LWDA on February 2, 2023 alleging various wage and hour violations by Defendant.

43. On February 2, 2023, Plaintiff filed a civil Complaint in San Diego County Superior Court alleging the following claims: (1) failure to pay all minimum wages, (2) failure to provide rest periods and pay missed rest period premiums (3) failure to provide meal periods and pay missed meal period premiums (4) failure to maintain accurate employment records (5) failure to pay wages timely during employment (6) failure to pay all wages earned and unpaid at separation (7) failure to indemnify all necessary business expenditures (8) failure to furnish accurate itemized wage statements, and (9) violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210).

44. On April 11, 2023, Plaintiff filed the operative First Amended Complaint in San Diego County Superior Court, Case No. 37-2023-00005104-CU-OE-CTL, alleging the following claims: (1) failure to pay all minimum wages (2) failure to provide rest periods and pay missed rest period premiums (3) failure to provide meal periods and pay missed meal period premiums (4) failure to maintain accurate employment records (5) failure to pay wages timely during employment (6) failure to pay all wages earned and unpaid at separation (7) failure to indemnify all necessary business expenditures (8) failure to furnish accurate itemized wage statements (9) Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200-17210), and (10) penalties pursuant to the Labor Code Private Attorneys General Act of 2004 for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and other provisions of the Labor Code.

1 45. Plaintiff has not filed a motion for class certification in the Action, nor has a date
2 been set by the Court for the filing of such a motion.

3 46. The Action has been actively litigated. There have been ongoing investigations, and
4 there has been an exchange of extensive documentation and information.

5 47. On June 27, 2023, the Parties participated in a mediation with well-respected
6 mediator, Hon. Steven R. Denton, Ret., and reached a settlement of the claims in the Action as
7 specified in this Agreement.

8 **INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY**

9 48. **No Determination on the Merits.** There has been no determination on the merits
10 of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire
11 of the Parties to fully, finally, and forever settle, compromise, discharge, and release any and all
12 disputes and claims against the Released Parties arising from or related to the Action.

13 49. **Defendant Denies Liability and Wrongdoing.** This Agreement represents a full
14 and good-faith compromise and settlement of highly disputed claims. Nothing in this Agreement
15 or any statement or conduct in furtherance of the Settlement is intended or will be construed as an
16 admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any
17 liability to Plaintiff, any Class Members, or any PAGA Members. Defendant denies any liability
18 and wrongdoing of any kind associated with the alleged claims. Defendant further denies that, for
19 any purpose other than settling the Action, the Action is appropriate for class or representative
20 treatment. Defendant contends that it has complied with California and Federal employment laws at
21 all times and that employees have been paid all wages owed.

22 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

23 50. Solely for purposes of settling the Action, the Parties stipulate that the requisites
24 for class certification with respect to the Class Members are met. The Parties stipulate that
25 certification for settlement purposes is in no way an admission that class certification is proper
26 for litigation purposes, and that evidence of this limited stipulation for settlement purposes will
27 not be deemed admissible in this or any other proceeding. More specifically, the Parties stipulate
28 that, solely for settlement purposes:

51. Class Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defense Counsel also agree that the Settlement is fair and in the best interest of the Class.

SETTLEMENT AMOUNT

52. **Maximum Settlement Amount.** In consideration for the resolution and release of claims provided for by this Settlement, Defendant will pay the Maximum Settlement Amount of Four Hundred and Forty Thousand Dollars (\$440,000.00), which is inclusive of all amounts Defendant is required to pay under the Settlement except Defendant's employer-side payroll taxes and as provided in Paragraph 53 below. The Maximum Settlement Amount is non-reversionary and will be used for the payment of the following:

A. Administration Expenses. The Administrator will be paid for the reasonable costs of administration of the Settlement from the Maximum Settlement Amount. The Administration Expenses have been estimated by the Administrator to be approximately Twenty-four Thousand Nine Hundred and Ninety Five Dollars (\$24,995).

B. Class Counsel's Attorneys' Fees and Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed 33.3% of the Maximum Settlement Amount, which is One Hundred Forty-Six Thousand Five Hundred and Twenty Dollars (\$146,520.00), plus reasonable costs and expenses, subject to approval by the Court. This Agreement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested Class Counsel's Attorneys' Fees and Costs, the Agreement will remain binding on the Parties. Any amount requested by Class Counsel for the Class Counsel's Attorneys' Fees and Costs and not granted by the Court will be added to the Net Settlement Amount and be distributed as provided in this Agreement. The Administrator will issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph.

C. Plaintiff's Enhancement Award. The Parties agree to the designation of Plaintiff Dixon Villa as the Class Representative. Defendant agrees not to oppose or object to any application or motion by Class Counsel for an enhancement award not to exceed Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of her effort and work in prosecuting the Action and in consideration for an individual general release of all claims with a waiver of California Code of Civil Procedure Section 1542. Plaintiff's Enhancement Award

is a part of, and is to be deducted from, the Maximum Settlement Amount. If the Court approves an enhancement award to Plaintiff in an amount less than that set forth above, the difference between the amount set forth above and the amount approved by the Court will be added to the Net Settlement Amount and distributed as provided in this Agreement. In addition to the Court-approved Plaintiff's Enhancement Award, Plaintiff will receive her pro-rata Individual Class Award and pro-rata Individual PAGA Award. The Administrator will issue IRS Forms 1099-MISC for the Plaintiff's Enhancement Award. Plaintiff assumes full responsibility and liability for taxes owed on Plaintiff's Enhancement Award.

D. PAGA Allocation. Subject to Court approval, the Parties agree to allocate Seven Thousand Five Hundred Dollars (\$7,500.00) of the Maximum Settlement Amount as PAGA penalties. The PAGA Allocation will be distributed as follows:

i. LWDA Payment. Subject to Court approval of the PAGA Allocation, and per California Labor Code section 2699(i), the Administrator will mail the LWDA Payment to the LWDA along with a copy the Order Granting Final Approval of the Settlement and Judgment to:

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ii. Individual PAGA Awards. Subject to Court approval of the PAGA Allocation, and per California Labor Code section 2699(i), the Administrator will distribute Individual PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period. The Administrator will calculate the number of pay periods worked by the PAGA Members during the PAGA Period, and the amount to be paid to PAGA Members per pay period based on information to be provided by Defendant. When making Individual PAGA Award disbursements to Class Members, the Administrator may pay an Individual PAGA Award and an Individual Class Award as one sum, concurrently, to the extent appropriate. The PAGA Allocation is included in and will not increase the Maximum Settlement Amount. The Administrator will issue IRS Forms 1099-MISC to PAGA Members for their Individual PAGA

1 Awards.

2 E. Net Settlement Amount. The Administrator will distribute the Net
3 Settlement Amount as Individual Class Awards to Participating Class Members. The Individual
4 Class Awards to Participating Class Members are calculated on a pro-rata basis based on the
5 number of Workweeks worked by all Participating Class Members during the Class Period based
6 on the Class Data provided by Defendant. Each Individual Class Award to a Participating Class
7 Member will be attributed 20% as wages and 80% as penalties and interest. The Administrator will
8 report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members'
9 PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2.
10 Participating Class Members are responsible for their share of the payroll taxes, which will be
11 deducted by the Administrator from their Individual Class Awards.

12 53. **Escalator Clause.** Defendant estimated for purposes of mediation that during the
13 Class Period there were 2,529 Class Members with an associated 44,239 workweeks. If the number of
14 work weeks during the Class Period exceeds 53,087 (i.e., an increase greater than 10% of the 44,239
15 estimated workweeks), Defendant, at its exclusive discretion, may cure by (1) agreeing to increase
16 the Maximum Settlement Amount proportionately for any excess increase in the total number of
17 workweeks worked by Class Members during the Class Period over 53,087 workweeks (e.g., if the
18 total number of workweeks worked by Class Members during the Class Period increases by 11%,
19 the Maximum Settlement Amount will increase by 1%), or (2) Defendant shall have the exclusive
20 option to modify the applicable Class Period to an earlier date to avoid incurring the pro rata
21 increase.

22 54. **Taxability of Settlement Payments.** Plaintiff, Class Counsel, Participating Class
23 Members, and the PAGA Members are each solely responsible for correctly characterizing any
24 payments made pursuant to this Agreement for tax purposes and for paying any taxes on the
25 amounts received. Defendant makes no representations as to the taxability of any portions of the
26 settlement payments, and it is understood and agreed that Defendant has made no such
27 representations. Neither Class Counsel nor Defense Counsel intend anything in this Agreement to
28 constitute advice regarding taxes or taxability; nothing in this Agreement be relied upon as such

55. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of any payment pursuant to this Agreement will not entitle any Participating Class Member, PAGA Member, or Plaintiff to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle them to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the payments provided for in this Agreement are the sole payments to be made by Defendant to the Participating Class Members, PAGA Members, and Plaintiff in connection with this Agreement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

56. **Release By Participating Class Members.** As of the Effective Date, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from the Released Claims for the Class Period.

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

58. **Release By PAGA Members and State of California.** As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. This release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendant's

1 current or former employees who may seek to represent the State of California to recover civil
2 penalties pursuant to PAGA based on alleged violations of the Released PAGA Claims during the
3 PAGA Period.

4 59. **No Right to Opt Out of PAGA Release.** The Parties agree that there is no
5 statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the
6 Agreement.

7 60. **General Release by Plaintiff.** As of the Effective Date, Plaintiff fully, finally, and
8 forever releases, compromises, and discharges the Released Parties from all causes of action,
9 claims, judgments, obligations, damages or liabilities of whatever kind and character. Plaintiff
10 understands and expressly agrees that this general release extends to all claims of every nature and
11 kind whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiff
12 has or may have against the Released Parties, and all rights under Section 1542 of the California
13 Civil Code are hereby expressly waived. That Section reads as follows:

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

17 Plaintiff acknowledges that she has read this general release, including the waiver of California
18 Civil Code section 1542, and that she has consulted counsel about the general release and
19 specifically about the waiver of section 1542, and that she understands the general release and the
20 section 1542 waiver, and freely and knowingly enters into this Agreement. Plaintiff acknowledges
21 that she may later discover facts different from or in addition to those Plaintiff knows or now
22 believes to be true with respect to the matters released or described in this Agreement, and Plaintiff
23 agrees that the general release will remain effective in all respects notwithstanding any later
24 discovery of any such different or additional facts.

25 61. **Labor Code § 206.5 Inapplicable.** It is acknowledged that all individual settlement
26 awards made pursuant to this Agreement are on disputed claims and that Plaintiff, each
27 Participating Class Member, and each PAGA Member will be deemed to have acknowledged and
28 agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

PROCEDURE FOR PRELIMINARY COURT APPROVAL OF AGREEMENT

62. **Seeking Preliminary Approval.** Plaintiff will promptly submit this Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to seriously consider Defendant's comments before filing Plaintiff's Motion for Preliminary Approval. Plaintiff will apply to the Court for the entry of an order preliminarily approving the Settlement, substantially in the following form and as attached hereto as **Exhibit A**, which provides, *inter alia*, for:

A. Scheduling a Final Approval Hearing on the question of whether the Settlement, including payment of Attorneys' Fees and Costs, Settlement Administration Costs, and Enhancement Awards should be finally approved as fair, reasonable and adequate;

B. Certifying the Settlement Class, designating Plaintiff as the Class Representative, and designating Plaintiff's counsel as Class Counsel;

C. Approving as to form and content the Class Notice;

D. Approving the manner and method for Class Members to request exclusion from the Settlement, object to the Settlement, and/or dispute the Workweeks credited to them, as contained herein and within the Class Notice;

E. Directing the mailing of the Notice Packet by First Class U.S. mail to the Class Members; and

F. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

63. **Submission of Settlement to LWDA.** This Agreement is subject to and conditioned upon obtaining Court approval under Labor Code Section 2699(1)(2). At the same time Plaintiff files with the Court the Preliminary Approval Motion accompanied with this Agreement, Class Counsel will submit the Agreement to the LWDA through its on-line procedures, and will

1 provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the
2 Agreement.

3 **CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

4 64. **Class Data.** Within 14 calendar days after Preliminary Approval, Defendant will
5 provide the Class Data to the Administrator. The Class Data will be based on Defendant's payroll
6 and other business records and will be provided in a format reasonably acceptable to the Settlement
7 Administrator. The Parties agree the Class Members' contact information and Social Security
8 numbers will be used only by the Administrator for the sole purpose of effectuating the Settlement,
9 and will not be provided to Plaintiff or Class Counsel at any time or in any form. The
10 Administrator will take reasonable steps to protect the confidential and private information of the
11 Class Members. To the extent Class Counsel possesses or comes to possess the Class Members'
12 contact information and/or social security numbers, Class Counsel will immediately return all such
13 information (including copies and data or information derived therefrom), will not retain copies of
14 such information, and will not maintain or use such information for any purpose.

15 65. **NCOA Check.** Prior to mailing of Class Notices, the Administrator will run a
16 check of the Class Members' addresses that are contained in the Class Data against those on file with
17 the U.S. Postal Service's National Change of Address ("NCOA") List; this check will be performed
18 only once per Class Member by the Settlement Administrator.

19 66. **Class Notice.** Within 45 calendar days after Preliminary Approval, the
20 Administrator will send by first-class mail a Class Notice to each Class Member in substantially the
21 form attached hereto as **Exhibit B**, and as approved by the Court. The Class Notice will include
22 the following information on Class Members' rights to respond to the Class Notice:

23 A. **Workweek Disputes.** A Class Member may dispute the pre-printed
24 information on the Class Notice as to their Workweeks and/or PAGA Pay Periods by submitting a
25 timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed,
26 dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek
27 Disputes must be postmarked no later than the Dispute Deadline. Unless a disputing Class Member
28 submits documentary evidence in support of his or her dispute, the Defendant's records will be

determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding. The date of the postmark on the Workweek Dispute return envelope will be the exclusive means used to determine whether a Workweek Dispute has been timely submitted. No Workweek Dispute will be honored if it is postmarked after the Dispute Deadline unless the Parties mutually agree to accept the untimely dispute.

B. **Opting Out of the Settlement.** Any Class Member may exclude themselves, if they do not wish to participate in the Settlement, by submitting a timely written Request for Exclusion to the Administrator. The Request for Exclusion must contain: the individual's full name, signature with date, the case name and number of the Action; and a clear statement indicating that he or she desires to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

C. **Objecting to the Settlement.** Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Settlement Administrator, no later than the Response Deadline. A written objection must contain: the Participating Class Member's full name, signature with date, the case name and number of the Action, a clear statement indicating that he or she objects to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether he or she is represented by counsel and whether he or she intends to appear at the Final Approval Hearing. Alternatively, any Participating Class Member may object orally at the Final Approval Hearing. If the Court rejects the objection, the individual will nevertheless be bound by the terms of the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will

1 not represent any Class Members with respect to any such objections to this Settlement.

2 **67. Non-Deliverable Class Notices.** Class Notices returned to the Administrator as
3 non-deliverable before the Response Deadline will be re-sent to the forwarding address, if any, on
4 the returned envelope. A returned Class Notice will be forwarded only once per Class Member by
5 the Administrator. If there is no forwarding address, the Administrator will do a skip-trace search
6 for a more recent address associated with the Class Member whose Notice Packet was returned,
7 and re-mail the Notice Packet within five (5) calendar days; this search and re-mailing will be
8 performed only once per Class Member by the Administrator. If a Class Member's notice is re-
9 mailed, the Class Member will have fifteen (15) calendar days from the re-mailing, or sixty (60)
10 calendar days from the date of the initial mailing, whichever is later, in which to postmark
11 objections or submit a Request for Exclusion. Upon completion of these steps by the Administrator,
12 Defendant and the Administrator are deemed to have satisfied their obligations to provide the Class
13 Notice to Class Members. Irrespective of whether or not a Class Member receives a Class Notice,
14 they will remain a Class Member and will be bound by all the terms of the Settlement and the
15 contemplated Final Approval Order and Judgment, unless they submit a valid and timely Request
16 for Exclusion. The cost of all Return Envelopes or deficiency notices are a part of the
17 Administration Expenses to be paid out of the Maximum Settlement Amount.

18 **68. Right to Rescission.** If more than ten percent (10%) of Class Members opt out of the
19 Settlement by submitting valid and timely Requests for Exclusion, Defendant has the right (but need
20 not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by
21 providing written notice to Class Counsel at least ten (10) calendar days after the Administrator
22 furnishes Defendant with the number and percentage of valid and timely Requests for Exclusion
23 following the expiration of the Response Deadline. If Defendant exercises this option, Defendant will
24 pay all Settlement Administration Costs incurred through such date. If the Settlement is rescinded
25 pursuant to this provision, this Settlement will be considered null and void, neither the Settlement or
26 any of the related negotiations or proceedings will have any force or effect and no party will be
27 bound by any of its terms, and all Parties to this Settlement will stand in the same position, without
28 prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PROCEDURE FOR FINAL COURT APPROVAL OF AGREEMENT

69. **Seeking Final Approval.** Plaintiff will prepare and file a motion for final approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review the Final Approval Motion, and to seriously consider Defendant's comments before filing the Final Approval Motion. In conjunction with the Final Approval Motion, Class Counsel will submit a proposed Final Approval Order and Judgment, in substantially the form attached hereto as **Exhibit C**, that provides, *inter alia*, as follows:

A. Making final the conditional certification of the Class for settlement purposes only;

B. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

C. Approving an award of Attorneys' Fees and Costs to Class Counsel;

D. Approving the Enhancement Award to the Class Representative;

E. Approving the Administration Expenses to be paid to the Administrator;

F. Approving the PAGA Allocation and LWDA Payment to the LWDA;

G. Entry of judgment in the Action with continuing jurisdiction of the Court in conformity with California Rules of Court Rule 3.769 and California Code of Civil Procedure Section 664.6 as necessary to enforce the terms of the Agreement.

70. **Declaration of Due Diligence.** In connection with and in support of Plaintiff's Final Approval Motion, Class Counsel will file with the Court a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice to Class Members.

71. **Submission of Judgment to LWDA.** Within 10 calendar days after Class Counsel's receipt of the Court's approval of the Agreement and entry of a signed Final Approval Order and Judgment, Class Counsel will submit the Final Approval Order and Judgment to the LWDA through its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Final Approval Order and Judgment.

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SETTLEMENT FUNDING AND PAYMENTS DISBURSEMENTS

72. **Accounting of Disbursement.** Within 15 calendar days after the Effective Date, the Administrator will provide Defendant with payment instructions and a report listing the amount of all payments to be made.

73. **Payment of Maximum Settlement Amount.** Within 7 calendar days after the Effective Date, Defendant, on behalf of the Released Parties, will pay to the Administrator one half, or Two Hundred Twenty Thousand Dollars (\$220,000) of the Maximum Settlement Amount. Within one year after the date of final approval of the settlement Defendant will pay to the Administrator the other half, or Two Hundred Twenty Thousand Dollars (\$220,000), of the Maximum Settlement Amount. Within one year after the date of final approval of the settlement Defendant will pay to the Administrator the employer-side payroll taxes. The Administrator will establish a Qualified Settlement Fund ("QSF") for purposes of disbursing the Maximum Settlement Amount per the terms of this Agreement. The Administrator will undertake all required withholding, remittances, reporting of taxes, and issuance of the appropriate tax forms for payments required under this Agreement in accordance with local, state, and federal laws.

74. **Disbursement of Maximum Settlement Amount.** Within 30 calendar days after the Administrator receives the full Maximum Settlement Amount, the Administrator will disburse the Maximum Settlement Amount as specified in this Agreement and as approved by the Court in the Final Approval Order and Judgment. The Administrator will be responsible for making payment of any court-approved Class Counsel's Attorneys' Fee and Costs, any court-approved Plaintiff's Enhancement Award to the Class Representative, Administration Expenses, the LWDA Payment, issuing the Individual Class Awards to Participating Class Members, issuing Individual PAGA Awards to PAGA Members, and meeting any reporting obligations.

75. **Default on Payment.** Defendant's failure to timely pay to the Administrator the Maximum Settlement Amount will be considered a default. In the event Defendant fails to timely fund the Maximum Settlement Amount, the Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven (7) calendar days to cure the default and tender payment to the Administrator.

76. **Individual Class and PAGA Award Disbursements.** The Administrator will distribute Individual Class Awards, subject to applicable taxes and withholdings, and Individual PAGA Awards by way of check(s) mailed to the Participating Class Member and/or PAGA Member at the last known address that the Settlement Administrator has on file. Settlement award checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance. If a settlement award check is returned to the Administrator, the Administrator will make all reasonable efforts to re-mail it to the Class and/or PAGA Member at his or her correct address. Upon the deadline to cash the settlement award checks, the checks will automatically be cancelled by the Administrator if not cashed within that time and the funds associated with such cancelled checks will be transmitted to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the Class and/or PAGA Member's name. A Class and/or PAGA Member whose settlement award check(s) are cancelled remains subject to the Settlement, the releases of claims, and the Court's Final Approval Order and Judgment. The checks provided to Class and/or PAGA Members will prominently state the expiration date or a statement that the checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the check. Lost or expired settlement award checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. No person will have any claim against Defendant, Released Parties, Defense Counsel, the Class Representative, any Class Member, any PAGA Member, Class Counsel, or the Administrator based on distributions and payments made in accordance with this Agreement.

77. **Declaration of Compliance.** Within one hundred ninety (190) days from the date of issuance of settlement award checks, the Administrator will provide a declaration of compliance with the terms of the Agreement and detailing proof of payment and the numbers of cashed and uncashed checks (without disclosing or identifying information of Class Members). Class Counsel will file the Administrator's declaration of compliance with the Court, as ordered by the Court.

MISCELLANEOUS PROVISIONS

78. **Stay of Discovery.** To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery is stayed pending final Court approval of the Settlement.

79. **Limited Public Comment.** With the exception of court filings and notice to the LWDA, to the maximum extent allowed by law, the Class Representative and Class Counsel will not make: (1) any comments to the public or the media; (2) engage in any mass communications or other publicity, including, but not limited to, social media, and (3) public disclosure of the terms of this Settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement. The Parties will use their best efforts to reach agreement on all Court filings. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against public comment of the Settlement. Class Counsel further agrees to cease all affirmative mass communication (oral and written) with the Class Members, other than through Court-approved notices. This provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel. Also, nothing in this Agreement restricts Class Counsel from disclosing and including all publicly available information regarding this case and the settlement in any documents filed with any court and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).

80. **Media Communications / No Attorney Advertising.** To the maximum extent allowed by law, the Parties will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court and respond only with "The matter has been resolved." Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against any media comment on the Settlement and its terms. Class Counsel also agrees that their law firm will not specifically refer to this case, this settlement, or the names of Released Parties in any advertising or promotional material of any kind on their website, on any social media platform, or in any other written or electronic communications of any kind or nature.

81. **No Assignment of Claims.** The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to

1 assign, transfer or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right herein released and discharged except as set forth herein.

3 **82. Construction.** The Parties agree that the terms and conditions of this Agreement
4 are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement
5 will not be construed in favor of or against any party by reason of the extent to which any party or
6 his, her, or its counsel participated in the drafting of this Agreement.

7 **83. No Admission.** Nothing contained in this Agreement, nor the consummation of this
8 Agreement, is to be construed or deemed an admission of liability, culpability, negligence or
9 wrongdoing on the part of Plaintiff, Defendant, or Released Parties. Each of the Parties hereto has
10 entered into this Agreement solely with the intention to avoid further disputes and litigation with
11 the attendant inconvenience and expenses.

12 **84. Captions and Interpretations.** Paragraph titles or captions contained herein are
13 inserted as a matter of convenience and for reference, and in no way define, limit, extend or
14 describe the scope of this Agreement or any provision of it.

15 **85. Modification and Waiver.** This Agreement may not be changed, altered or
16 modified, except in writing specifically referencing this Agreement, signed by the Parties, and
17 approved by the Court. No rights under this Agreement may be waived except in writing
18 specifically referencing this Agreement, signed by the waiving Party or Parties.

19 **86. Notice to Counsel.** Unless otherwise specifically provided herein, all notices,
20 demands, or other communications provided for in this Agreement will be in writing and will be
21 both emailed and mailed by United States registered or certified mail, return receipt requested,
22 addressed as follows:

23 **Class Counsel:**

24 Jonathan Melmed
25 jm@melmedlaw.com
26 Megan E. Ross
27 megan@melmedlaw.com
28 Hannah Becker
29 hb@melmedlaw.com
30 **MELMED LAW GROUP P.C.**
31 1801 Century Park East, Suite 850
32 Los Angeles, CA 90067

33 **Defense Counsel:**

34 Joel Van Parys
35 jvanparys@cdflaborlaw.com
36 Dalia Z. Khatib
37 dkhatib@cdflaborlaw.com
38 **CDF LABOR LAW LLP**
39 900 University Avenue, Suite 200
40 Sacramento, CA 95825

Robert E. King
info@legallynanny.com
LEGALLY NANNY®
37 Trailwood
Irvine, CA 92620-1216

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5 **87. Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to
6 accomplish the terms of this Agreement, including, but not limited to, execution of such documents
7 and taking such other action as reasonably may be necessary to implement the terms of this
8 Agreement. The Parties will use their best efforts, including all efforts contemplated by this
9 Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to
10 effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of
11 this Agreement, Class Counsel will, with the assistance and cooperation of Defendant and Defense
12 Counsel, take all necessary steps to secure the Court's approval of this Agreement. If the Court
13 does not issue an order approving the Agreement under the specific terms requested, the Parties
14 agree to meet and confer to address the Court's concerns in good faith and determine whether
15 resolution of the claims encompassed by the Agreement can be obtained in a manner consistent
16 with the Court's concerns. The Parties, Class Counsel, and Defense Counsel agree that they will
17 not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

18 **88. Disputes.** Should any dispute(s) arise among the Parties or their respective counsel
19 regarding the implementation or interpretation of this Agreement that they are unable to resolve
20 cooperatively, the Parties agree to submit any such dispute(s) to mediator Judge Steven Denton
21 (Ret.). To the extent any Party seeks to enforce any of the terms of this Agreement in Court or
22 before the Court, the prevailing party will be entitled to recover reasonable attorneys' fees and
23 costs.

24 **89. Parties' Authority.** It is agreed that because the Class and PAGA Members are so
25 numerous, it is impossible or impractical to have each Class and PAGA Member execute this
26 Agreement. The Class Notice will advise all Class and PAGA Members of the binding nature of
27 the releases of claims provided for by the Settlement, and that the releases will have the same force
28 and effect as if this Agreement were executed by each Participating Class Member and PAGA

1 Member. The signatories to this Agreement represent that they are fully authorized to enter into this
2 Agreement and bind the Parties to its terms and conditions.

3 90. **Agreement Binding on Successors.** This Agreement is binding on and inures to
4 the benefit of the Parties, and the Released Parties and their respective heirs, trustees, executors,
5 administrators, successors and assigns.

6 91. **Integration Clause.** This Agreement contains the entire agreement between the
7 Parties relating to any and all matters addressed in the Agreement, and all prior or
8 contemporaneous agreements, understandings, representations, and statements, whether oral or
9 written and whether by a party or such party's legal counsel, are merged herein.

10 92. **Attorneys' Fees and Costs.** Except as expressly provided in this Agreement,
11 Defendant and Plaintiff will each bear their own attorney's fees and costs.

12 93. **Counterparts.** This Agreement may be executed in counterparts and by original or
13 electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code
14 § 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at
15 least one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an
16 original and, when taken together with other signed counterparts, will constitute one Agreement
17 binding upon and effective as to all Parties.

18 94. **Extension of Deadlines.** If the date by which any court filing, mailing, or deadline
19 is to occur per the terms and conditions of this Agreement falls on a Saturday, Sunday, or legal
20 holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the
21 next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

22 95. **California Law.** All terms of this Agreement will be governed by and interpreted
23 according to the laws of the State of California.

24 96. **Voluntary Agreement.** The Parties expressly declare and represent that they have
25 read this Agreement and have consulted with counsel, or had the opportunity to consult with
26 counsel, regarding the meaning of the provisions, terms, and conditions contained in this
27 Agreement. The Parties further expressly declare and represent that they fully understand the
28 content and effect of this Agreement, that they approve and accept its terms and conditions, and

that the Agreement is executed freely and voluntarily.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement
as of the date(s) set forth below:

Dated: 8/10/2023

DocuSigned by:

Plaintiff Dixon Villa

Dated: 8/10/23

Defendant Coast Care Partners

David Chong
CEO
Coast Care Partners

AGREED AS TO FORM AND CONTENT:

MELMED LAW GROUP P.C.

Dated: August 10, 2023

Jonathan Melmed
Megan E. Ross
Hannah Becker
Attorneys for Plaintiff Dixon Villa

CDF LABOR LAW LLP

Dated: August 10, 2023

Joel Van Parys
Dalia Z. Khatib
Attorneys for Defendant Coast Care Partners

LEGALLY NANNY®

Dated: 8/12/23

Robert E. King
Attorneys for Defendant Coast Care Partners

EXHIBIT A

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DIXON VILLA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

COAST CARE PARTNERS, a Business of
Unknown Formation; and DOES 1 TO 50,

Defendants.

) Case No. 37-2023-00005104-CU-OE-CTL

)

) Assigned for All Purposes To:

) Judge: Hon. Gregory W. Pollack

) Dept: C-71

)

) **[PROPOSED] ORDER GRANTING**

) **PRELIMINARY APPROVAL OF CLASS**

) **AND PAGA SETTLEMENT**

)

) IMAGED FILE

)

) Action Filed: February 2, 2023

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff Dixon Villa's ("Plaintiff") Motion for Preliminary Approval of Class and PAGA
3 Settlement ("Motion for Preliminary Approval") came before this Court, on [DATE], at [TIME]
4 a.m. in Department C-71, before the Honorable Gregory W. Pollak. The Court having reviewed
5 the Agreement and considered the papers, the arguments of counsel, and all other evidence and
6 matters presented, and good cause appearing:

7 **IT IS ORDERED** that the Motion for Preliminary Approval of Class and PAGA
8 Settlement is **GRANTED**, subject to the following findings and orders:

9 1. The Court grants preliminary approval of the Parties' settlement based upon the
10 terms set forth in the Joint Stipulation of Class and PAGA Settlement ("Agreement" or
11 "Settlement") filed herewith. All terms used herein have the same meaning as defined in the
12 Agreement. The settlement set forth in the Agreement appears to be fair, adequate and
13 reasonable to the Class and PAGA Members.

14 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
15 adequate and reasonable; (b) the Maximum Settlement Amount and Net Settlement Amount are
16 fair, adequate and reasonable when balanced against the probable outcome of further litigation
17 relating to liability and damages issues; (c) sufficient investigation and research have been
18 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
19 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well
20 as avoid the delay and risks that would be presented by the further prosecution of the Action; and
21 (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations.

22 3. A final fairness hearing on the question of whether the Settlement, Attorneys' Fees
23 and Costs to Class Counsel, Plaintiff's Enhancement Award, and Administration Expenses should
24 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
25 Department C-71 on the date and time set forth in Paragraph 11 below.

26 4. This Court approves, as to form and content, the Class Notice, in substantially the
27 form attached hereto and to the Agreement as **Exhibit A**. The Court approves the procedure for
28 Class Members to participate in, to opt out of, and/or to object to, the Settlement as set forth in

1 the Agreement and the Class Notice.

2 5. The Court directs the mailing of the Class Notice by first class mail to the Class
3 and PAGA Members in accordance with the Implementation Schedule set forth below. The Court
4 finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
5 Implementation Schedule, meet the requirements of due process and provide the best notice
6 practicable under the circumstances and will constitute due and sufficient notice to Class and
7 PAGA members.

8 6. The Court concludes that, for settlement purposes only, the Class is preliminarily
9 and conditionally certified and meets the requirements for certification under section 382 of
10 California Code of Civil Procedure in that: (1) the Class is ascertainable and so numerous that
11 joinder of all members of the Class is impracticable; (b) common questions of law and fact
12 predominate, and there is a well-defined community of interest amongst the members of the
13 Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the
14 claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interest of
15 the members of the Class; (e) a class action is superior to other available methods for the
16 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for
17 the Plaintiff in his individual capacity and as the representative of the Class. The Class is defined
18 as all persons who are or were employed by Defendant in an hourly, non-exempt position in
19 California from February 2, 2019 through the date the court grants preliminary approval of the
20 settlement.

21 7. The Court confirms Plaintiff Dixon Villa as the Class Representative, and,
22 Jonathan Melmed, Megan E. Ross and Hannah Becker of the law firm Melmed Law Group P.C.
23 as Class Counsel.

24 8. The Court confirms ILYM as the Administrator.

25 9. The Court approves the proposed procedures, as set forth in the Agreement for:
26 seeking exclusion from the Settlement by submitting to the Administrator a valid and timely
27 Request for Exclusion; objecting to the Settlement by filing with the Court and submitting to the
28 Administrator a written objection; and disputing credited workweeks by submitting to the

1 Administrator a valid and timely Workweek Dispute.

2 10. A final fairness hearing will be held before this Court on [DATE] at [TIME]
 3 a.m./p.m. in Department C-71 of the Superior Court of California for the County of San Diego
 4 located at 330 West Broadway, San Diego, California 92101, to determine all necessary
 5 matters concerning the Settlement, including: whether the proposed settlement of the Action on
 6 the terms and conditions provided for in the Agreement is fair, adequate, and reasonable and
 7 should be finally approved by the court; whether a judgment, as provided in the Agreement,
 8 should be entered; whether the plan of allocation contained in the Settlement should be
 9 approved as fair, adequate, and reasonable to the Class Members; and determine whether to
 10 finally approve the allocations and requests for Class Counsel's Fees and Costs, Plaintiff's
 11 Enhancement Award, Administration Expenses, and PAGA Allocation. Class Counsel will file
 12 a motion for final approval of the Settlement and for Class Counsel's Fees and Costs, Plaintiff's
 13 Enhancement Award, and Administration Expenses, along with the appropriate declarations and
 14 supporting evidence, including the Administrator's declaration in accordance with California
 15 Code of Civil Procedure section 1005(b) (i.e., 16 court days prior to the final fairness hearing).

16 The Court orders the following **Implementation Schedule** for further proceedings:

	Event	Date
17 a.	Deadline for Defendants to Submit Class Data to Administrator	[30 calendar days after Order granting preliminary Approval]
18		
19		
20		
21 b.	Deadline for Administrator to Mail Class Notice to Class and PAGA Members	[45 calendar days after Order granting preliminary Approval]
22		
23		
24 c.	Deadline for Class Members to Postmark Workweek Dispute	[30 calendar days after mailing of the Class Notice]
25		
26 d.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Class Notice]
27		
28		

e.	Deadline for Receipt by Court and Administrator of any objections to Settlement	[60 calendar days after mailing of the Class Notice]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Class Counsel's Attorneys' Fees and Costs and Plaintiff's Enhancement Award	[16 Court days before Final Approval Hearing]
g.	Deadline for filing of Declaration by Administrator of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
h.	Deadline for Defendants to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	[10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendants]
i.	Final Approval Hearing	Date: Time:
j.	Deadline for Defendants to pay Maximum Settlement Amount to Administrator	[30 calendar days after Effective Date] (if Settlement is Effective)
k.	Deadline for Settlement Administrator to distribute Individual Class Awards, Individual PAGA Awards, Plaintiff's Enhancement Award, LWDA Payment, Administration Expenses, and Class Counsel's Attorneys' Fees and Costs (if Settlement is Effective)	[40 calendar days after Effective Date] (if Settlement is Effective)
l.	Deadline for Plaintiff to file Administrator's Declaration of Compliance and Proof of Payment (if Settlement is Effective)	[240 calendar days after Effective Date] (if Settlement is Effective)

11. Pending the final fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

IT IS SO ORDERED.

Dated: _____

HONORABLE GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

EXHIBIT B

<<First Name>> <<Last Name>>
<<Address 1>>
<<Address 2>>

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

Dixon Villa v. Coast Care Partners; and Does 1 through 50.
San Diego Superior Court No. 37-2023-00005104-CU-OE-CTL

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO
A SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.**

I. BACKGROUND OF THE CASE

On February 2, 2022, former employee Dixon Villa (“Plaintiff”) filed a lawsuit alleging wage and hour violations and seeking penalties under the California Private Attorney General Act (“PAGA”) against Coast Care Partners (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”). The lawsuit was filed in Superior Court of the State of California for San Diego County (“Court”), Case No. 37-2023-00005104-CU-OE-CTL (the “Action”).

The Action alleges Defendant failed to pay all minimum wages; failed to provide rest periods and pay missed rest period premiums; failed to provide meal periods and pay missed meal period premiums; failed to maintain accurate employment records; failed to pay wages timely during employment; failed to pay all wages earned and unpaid at separation; failed to indemnify all necessary business expenditures; and therefore engaged in unfair competition and owes penalties under PAGA.

Defendant denies all claims, denies that Plaintiff and the Class Members are entitled to any recovery, and asserts affirmative defenses in response to Plaintiff’s claims.

The Action has been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon the recommendation of the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class and PAGA Settlement (“Settlement,” or “Agreement”), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

1. all persons who are or were employed by Defendant in an hourly, non-exempt position in California during the Class Period (defined as February 2, 2019 through the date the court grants preliminary approval of the settlement) (“Class Members”); and
2. all persons employed by Defendant in an hourly, non-exempt position in California during the PAGA Period (defined as February 2, 2022 through the date the court grants preliminary approval of the settlement) (“PAGA Members”).

II. ESTIMATED INDIVIDUAL AWARD

You have received this notice because Defendant's records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendant's records, your Individual Class Award is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA Award is estimated to be \$_____. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Award, then you are not eligible for an Individual PAGA Award under the Settlement because you didn't work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked _____ workweeks during the Class Period, and you worked _____ pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

III. SUMMARY OF SETTLEMENT

1. Under the terms of the Settlement, Defendant agrees to pay the Maximum Settlement Amount of Four Hundred Forty Thousand Dollars (\$440,000.00), which is inclusive of all amounts Defendant is required to pay under the Settlement, including all Individual Class Awards to Participating Class Members, all Individual PAGA Awards to PAGA Members, the LWDA Payment, the employer portion of applicable taxes, Plaintiff's Enhancement Award, Class Counsel's Attorneys' Fees and Costs, and Administration Expenses. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to \$8,000.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.

b. Up to \$7,500.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Awards to PAGA Members on a

pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.

c. Up to \$146,520.00 (33.3% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000.00 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

d. Up to \$10,000.00 as Plaintiff's Enhancement Award for Plaintiff in recognition of his effort and work in prosecuting the Action and in exchange for an individual general release of all claims.

3. After making the above deductions in amounts approved by the Court the Administrator will distribute the remaining amount (the "Net Settlement Amount") as Individual Class Awards to Participating Class Members. The Individual Class Awards to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period based on the Class Data provided by Defendant.

4. Each Individual Class Award to a Participating Class Member will be attributed 20% as wages and 80% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will pay employer payroll taxes owed on the wage portion of Individual Class Awards. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Awards. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendant and the Released Parties from the Released Claims as described below. Additionally, every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims as described below. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the below-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. "Released Parties" means (i) Defendant, (ii) Defendant's past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, owners, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Participating Class Members. As of the Effective Date, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on the allegations contained in the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for (1) failure to pay all minimum wages; (2) failure to provide rest periods and pay missed rest period premiums; (3) failure to provide meal periods and pay missed meal period premiums; (4) failure to maintain accurate employment records; (5) failure to pay wages timely during employment; (6) failure to pay all wages earned and unpaid at separation; (7) failure to indemnify all necessary business expenditures; (8) failure to furnish accurate itemized wage statements; and (9) violations of California's Unfair Competition Law and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.* during the Class Period.

c. Release By PAGA Members and State of California. As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on the allegations contained in the LWDA Letter and the operative complaint in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to (1) failure to pay all minimum wages; (2) failure to provide rest periods and pay missed rest period premiums; (3) failure to provide meal periods and pay missed meal period premiums; (4) failure to maintain accurate employment records; (5) failure to pay wages timely during employment; (6) failure to pay all wages earned and unpaid at separation; (7) failure to indemnify all necessary business expenditures; (8) failure to furnish accurate itemized wage statements, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, during the PAGA Period.

IV. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

If you worked for Defendants during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

Do Nothing	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendants and the Released Parties (defined above), and if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.
You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action; and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.
Participating Class Members can object to the Class Settlement but not the PAGA Settlement Response Deadline is [DATE]	Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.
Participating Class Members can participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department 71 of the Superior Court of California for the County of San Diego located at 330 W. Broadway, San Diego, CA 92101. You don't have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object,

	and any facts and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement. It's possible the Court will reschedule the Final Approval Hearing. Check the Court's website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.
You can dispute the calculation of your Workweeks / Pay Periods Dispute Deadline is [DATE]	The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendants' records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendants' records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding.

V. HOW TO CONTACT THE ADMINISTRATOR

[ADMINISTRATOR]

[ADDRESS 1]

[ADDRESS 2]

Telephone: [NUMBER]

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement" which is on file with the Clerk of the Court and can be accessed at <<website address>>. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court at 330 West Broadway, San Diego, California 92101.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

Jonathan Melmed, State Bar No. 290218
jm@melmedlaw.com
Megan E. Ross, State Bar No. 227776
megan@melmedlaw.com
Hannah Becker, State Bar No. 345452
hb@melmedlaw.com

1801 Century Park East, Suite 850
Los Angeles, CA 90067
Telephone: (310) 824-3828

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE SUPERIOR COURT.

EXHIBIT C

EXHIBIT C

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Attorneys for Defendant
 Coast Care Partners

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DIXON VILLA, an individual, on behalf of
 herself and all others similarly situated,

Plaintiff,

v.

COAST CARE PARTNERS, a Business of
 Unknown Formation; and DOES 1 TO 50,

Defendants.

) Case No. 37-2023-00005104-CU-OE-CTL

)
) Assigned for All Purposes To:
) Judge: Hon. Gregory W. Pollack
) Dept: C-71

) **[PROPOSED] ORDER GRANTING FINAL**
) **APPROVAL OF CLASS AND PAGA**
) **SETTLEMENT AND JUDGMENT**

)
)
) IMAGED FILE

) Action Filed: February 2, 2023

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter has come before the Honorable Gregory W. Pollack in Department C-71 of
3 the above-entitled Court for a hearing on Plaintiff Dixon Villa's ("Plaintiff") Motion for Final
4 Approval of Class and PAGA Settlement ("Motion for Final Approval") came before this Court,
5 on [DATE]. Melmed Law Group P.C. appeared on behalf of Plaintiff. CDF Labor Law LLP and
6 Legally Nanny® appeared on behalf of Defendant Coast Care Partners.

7 On [DATE], the Court entered the Order Granting Preliminary Approval of Class and
8 PAGA Action Settlement ("Preliminary Approval Order") preliminarily approving the
9 settlement of the above-captioned action ("Action") in accordance with the Joint Stipulation of
10 Class and PAGA Settlement ("Settlement" or "Agreement"), which together with its attached
11 exhibits, set forth the terms and conditions for settlement of the Action.

12 Due and adequate notice having been given to all Class and PAGA Members as
13 required in the Preliminary Approval Order, and the Court having reviewed the Agreement and
14 considered the papers, the arguments of counsel, and all other evidence and matters presented,
15 and good cause appearing:

16 **IT IS ORDERED** that the Motion for Final Approval of Class and PAGA Settlement is
17 **GRANTED**, subject to the following findings and orders:

18 1. All terms used herein have the same meaning as defined in the Agreement and
19 Preliminary Approval Order.

20 2. The Court finds that, for settlement purposes only, the applicable requirements of
21 California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have
22 been satisfied with respect to the Class and the Settlement. The Court makes final its earlier
23 provisional certification of the Class for settlement purposes, as set forth in the Preliminary
24 Approval Order. The Class is defined as: all persons who are or were employed by Defendant in
25 an hourly, non-exempt position in California during the Class Period.

26 3. This Court has jurisdiction over the Action and over all Parties to this Action,
27 including all Class and PAGA Members.

28 4. Distribution of the Class Notice directed to the Class and PAGA Members as set

1 forth in the Agreement has been completed in conformity with the Preliminary Approval Order,
2 including individual notice to all Class and PAGA Members who could be identified through
3 reasonable effort, and was the best notice practicable under the circumstances. The Class
4 Notice fully and accurately informed the Class of all material elements of the Settlement and of
5 their opportunity to participate in, object to, or comment thereon, or to seek exclusion from the
6 Settlement; provided due and adequate notice of the proceedings related to the Settlement; and
7 fully satisfied the requirements of due process.

8 5. The Court grants final approval of the Settlement and finds that the Settlement is
9 fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382. The Court hereby finds the
12 Settlement was entered into in good faith pursuant to and within the meaning of California Code
13 of Civil Procedure section 877.6.

14 6. The Court finds that the Settlement has been reached as a result of intensive,
15 serious and non-collusive arms-length negotiations. The Court has considered all of the evidence
16 presented and further finds that the Parties have conducted extensive investigation and research,
17 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
18 also finds that the Settlement at this time will avoid additional substantial costs, as well as avoid
19 the delay and risks that would be presented by the further prosecution of the Action. The Court
20 has considered the benefits that are being provided as part of the Settlement and the significant
21 value to the Class and PAGA Members, the absence of objections to the Settlement, and that
22 there were only _____ Requests for Exclusion from the Settlement by Class Members.
23 Accordingly, the Court directs that the Settlement be affected in accordance with the Agreement
24 and the following terms and conditions.

25 7. A full opportunity has been afforded to the Class and PAGA Members to
26 participate in the Final Approval Hearing, and all Class and PAGA Members and other persons
27 wishing to be heard have been heard. The Class Members also have had a full and fair
28 opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that

1 all Class Members who did not submit a timely and valid Request for Exclusion to the
2 Administrator (“Participating Class Members”) and PAGA Members are bound by this Final
3 Approval Order and Judgment.

4 8. The Court finds that [number] Class Members have timely and validly opted out
5 of the Settlement and will not be bound by this Final Order Approving Class Action Settlement
6 and Judgment (“Final Approval Order and Judgment”).

7 9. The Court finds the Individual Class Awards to Participating Class Members
8 provided for under the Settlement to be fair and reasonable in light of all of the circumstances.
9 The Court directs the Administrator to calculate and distribute payments to Participating Class
10 Members for Individual Class Awards, in accordance with the terms set forth in the Agreement
11 and Preliminary Approval Order.

12 10. The Court finds that the request for an award of attorneys’ fees in the amount of
13 \$146,520.00 to Class Counsel falls within the range of reasonableness, and the results achieved
14 justify the award sought. The requested attorneys’ fees to Class Counsel are fair and
15 reasonable; and are approved. The Court directs the Administrator to issue payment in the
16 amount of \$146,520.00 to Melmed Law Group P.C. for attorneys’ fees, in accordance with the
17 Agreement and Preliminary Approval Order.

18 11. The Court finds that reimbursement of litigation costs and expenses in the
19 amount of \$25,000.00 to Class Counsel is reasonable; and is approved. The Court directs the
20 Administrator to issue payment in the amount of \$25,000.00 to Melmed Law Group P.C. for
21 reimbursement of litigation costs and expenses, in accordance with the Agreement and
22 Preliminary Approval Order.

23 12. The Court finds that Plaintiff’s Enhancement Award in the amount of \$10,000.00
24 for the work performed by Plaintiff on behalf of the Class is fair and reasonable; and is approved.
25 The Court directs the Administrator to issue payment of Plaintiff’s Enhancement Award in the
26 amount of \$10,000.00 to Plaintiff Dixon Villa, in accordance with the Agreement and
27 Preliminary Approval Order.

28 13. The Court finds that the PAGA Allocation in the amount of \$7,500.00 for

penalties under the California Private Attorneys General Act of 2004, is fair and reasonable; and is approved. The Court directs the Administrator to issue payment of the PAGA Allocation as follows: the amount of \$5,625.00 (75 percent of \$7,500.00) to the California Labor Workforce Development Agency and the amount of \$1,875.00 (25 percent of \$7,500.00) as Individual PAGA Awards to PAGA Members, in accordance with the Agreement and Preliminary Approval Order.

14. The Court finds that payment of Administration Expenses in the amount of \$24,995.00 to the Administrator is fair, reasonable, and appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process; and is approved. The Court directs the Administrator to issue payment of Administration Expenses in the amount of \$24,995.00 to itself, in accordance with the Agreement and Preliminary Approval Order.

15. The Court directs the Administrator to cancel any Individual Class Award and/or Individual PAGA Award checks issued to Class and PAGA Members that are not cashed or deposited within one hundred eighty (180) calendar days after they are issued, and transmit the funds associated with such cancelled checks to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the Class and/or PAGA Member's name.

16. The Court directs Class Counsel to file the Administrator's Declaration of Compliance and Proof of Payment within two hundred forty (240) calendar days of this Final Approval Order and Judgment.

17. Neither the Settlement nor any of the terms set forth in the Stipulation is an admission by Defendant, or any of the other Released Parties, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Approval Order and Judgment, the Agreement, any document related to the Settlement, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability. The entering into or

1 carrying out of the Settlement, and any related negotiations or proceedings, will not in any event
2 be construed as, or deemed to be evidence of, an admission or concession with regard to the
3 denials or defenses by Defendant, or any of the other Released Parties, and will not be offered in
4 evidence in any action or proceeding in any court, administrative agency or other tribunal for any
5 purpose whatsoever other than to enforce the provisions of this Final Approval Order and
6 Judgment, the Agreement, the Released Claims, Released PAGA Claims, or any related
7 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in
8 the Action, or submit in any other proceeding, the Final Approval Order and Judgment, the
9 Agreement, and any other papers and records on file in the Action as evidence of the Settlement to
10 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue
11 preclusion or similar defense.

12 18. The Court orders, adjudges and decrees that:

13 a. Plaintiff and all Participating Class Members fully, finally, and forever
14 release, compromise, and discharge the Released Parties from the Released Claims for the Class
15 Period, in accordance with the terms of the Agreement;

16 b. Plaintiff, all PAGA Members, and the State of California fully, finally, and
17 forever release, compromise, and discharge the Released Parties from the Released PAGA
18 Claims for the PAGA Period, in accordance with the terms of the Agreement; and

19 c. Plaintiff fully, finally, and forever releases, compromises, and discharges
20 the Released Parties from all causes of action, claims, judgments, obligations, damages or
21 liabilities of whatever kind and character and waives all rights under California Civil Code section
22 1542, in accordance with the terms of the Agreement.

23 19. The Court hereby enters final judgment in accordance with the terms of the
24 Agreement, the Order Granting Preliminary Approval of Class and PAGA Settlement, and this
25 Order.

26 20. The Court retains continuing jurisdiction, pursuant to California Rules of Court,
27 Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until
28 performance in full of the terms of the Agreement.

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IT IS SO ORDERED ADJUDGED AND DECREED.

The Clerk of the Court is directed to enter this Judgment.

Dated: _____

HONORABLE GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT