

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

AMANDA SIRA, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC,
a Delaware limited liability company;
MISSION MORTUARY, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2023-00036172-CU-OE-CTL

Honorable James A. Mangione
Department C-75

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action and PAGA Settlement;
Declaration of Proposed Class Representative
(Amanda Sira); and [Proposed] Order filed
concurrently herewith]

Date: September 20, 2024
Time: 9:00 a.m.
Department: C-75

Complaint Filed: August 21, 2023
FAC Filed: December 18, 2023
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Amanda Sira (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
10 fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel,
11 he has successfully litigated cases involving the executive, administrative, and other overtime
12 exemptions to the State of California and federal overtime compensation requirements. Under his
13 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested
14 motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000
15 class action or representative action cases.

16 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
17 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
18 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
19 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
20 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
21 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
22 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
23 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
24 of the State of California and all United States District Courts in the State of California. He has
25 worked on many wage-and-hour class action and representative action cases, taking the lead in
26 taking and defending depositions, arguing motions, and attending mediations. He has played an
27 integral role in preparing matters for class certification, including and not limited to, successful
28 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.

1 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
2 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
3 RG13680477). He has worked on over one hundred (100) class action or representative action
4 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
5 herein.

6 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
7 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
8 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
9 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
10 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
11 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
12 Court. She has taken and defended dozens of depositions and successfully handled motion practice
13 in class action cases regarding discovery (including and not limited to, regarding class contact
14 information), class certification (both contested class certification and stipulated class
15 certification), arbitration agreements, coordination, intervention. She has successfully handled
16 briefing and oral argument on appeal and obtained notable decisions regarding the Private
17 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
18 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
19 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
20 (2019) 8 Cal.5th 175. She also has extensive experience with class action and/or representative
21 action settlements. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has
22 handled the class certification and court approval process for hundreds of class action and/or
23 representative action matters that have successfully resolved. She is a member of the California
24 Employment Lawyers Association.

25 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Science
26 degree from California State University, Northridge in 2019 and earned my Juris Doctor degree
27 from Southwestern Law School in 2022. I was admitted to practice law in California in 2022. I
28 am admitted to practice before all courts of the State of California and all federal district courts in

1 the State of California. I have worked on many wage-and-hour class action and PAGA
2 representative cases, and my work on these cases has included researching and drafting pleadings
3 and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
4 and settlement agreements, claims evaluation and analysis, and making court appearances.

5 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
6 **REPRESENTATIVE ACTION CASES**

7 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
8 (“LFJ”) has achieved on behalf of its clients:

9 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a major property management company involving allegations
11 of misclassification of various “manager” positions. On September 20, 2010, the court granted
12 final approval of the class action settlement. The Los Angeles County Superior Court Case
13 Number is BC400414.

14 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class action against a national retailer of household items involving allegations of
16 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
17 granted final approval of the class action settlement. The Los Angeles County Superior Court
18 Case Number is BC413498.

19 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against a national property management company involving
21 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
22 granted final approval of the class action settlement. The Los Angeles County Superior Court
23 Case Number is BC430918.

24 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer involving allegations of misclassification of
26 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
27 certification. On August 26, 2013, the court granted final approval of the class action settlement.
28 The Los Angeles County Superior Court Case Number is BC424012.

1 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a bank, involving allegations of
3 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
4 granted final approval of the class and PAGA representative action settlement. The Kern County
5 Superior Court Case Number is S-1500-CV-273194-LHB.

6 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a national wholesale distributor of
8 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
9 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
10 representative action settlement. The Sacramento County Superior Court Case Number is 34-
11 2012-00136285.

12 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
13 wage-and-hour class action against a multinational corporation that provides global workplace
14 solutions, involving allegations of misclassification of the “Operations Manager” position. On
15 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
16 County Superior Court Case Number is BC478769.

17 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class and PAGA representative action against a national retailer of household
19 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
20 final approval of the class and PAGA representative action settlement. The San Francisco County
21 Superior Court Case Number is CGC-13-532344.

22 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
24 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
25 motion for class certification. On October 20, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC474784.

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1 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a national retailer of upscale
3 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
4 granted final approval of the class and PAGA representative action settlement. The Los Angeles
5 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
6 Coordination Proceeding Number is 4794.

7 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
9 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
10 settlement. The Los Angeles County Superior Court Case Number is BC488069.

11 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
13 involving allegations of misclassification of the “Department Manager” position. On August 12,
14 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
15 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
16 County Superior Court Case Number is RG13680477.

17 m) LFJ represented the plaintiff in a PAGA representative action against a real
18 estate and property management company, on behalf of non-exempt employees. On November 4,
19 2016, the court granted approval of the PAGA representative action settlement. The Orange
20 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

21 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
23 exempt employees. On November 18, 2016, the court granted final approval of the class and
24 PAGA representative action settlement. The San Francisco County Superior Court Case Number
25 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

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1 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a foodservice distributor, on behalf of non-exempt employees. On
3 January 26, 2017, the court granted final approval of the class and PAGA representative action
4 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

5 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
6 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
7 employer's motion to compel arbitration, which resulted in a published opinion by the California
8 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
9 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
10 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
11 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

12 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a consumer packaging company, on
14 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
15 and PAGA representative action settlement. The Los Angeles County Superior Court Case
16 Number is BC590429.

17 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a manufacturer of food service
19 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
20 approval of the class and PAGA representative action settlement. The Orange County Superior
21 Court Case Number is 30-2015-00810013-CU-OE-CXC.

22 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a lumber and hardware company on
24 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
25 and PAGA representative action settlement. The Orange County Superior Court Case Number is
26 30-2014-00747750-CU-OE-CXC.

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1 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
2 representative action against a property management company, on behalf of non-exempt
3 employees. On June 14, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC586234.

6 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class and PAGA representative action settlement. The
9 Sacramento County Superior Court Case Number is 34-2015-00175871.

10 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
13 The Alameda County Superior Court Case Number is RG15764300.

14 w) LFJ firm represented the plaintiff in a PAGA representative action, against
15 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
16 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
17 Los Angeles County Superior Court Case Number is BC569664.

18 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a manufacturer of plastic containers on behalf of non-exempt
20 employees. On October 31, 2017, the court granted final approval of the class and PAGA
21 representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC577233.

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
25 employees. On December 11, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC569646.

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1 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a property management company
3 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
4 approval of the class and PAGA representative action settlement. The Los Angeles County
5 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
6 Number is 4819.

7 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a global provider of flexible office
9 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC498401.

12 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
13 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
14 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
15 County Superior Court Case Number is VCU264528.

16 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a behavioral health service provider on behalf of non-exempt
18 employees. On November 13, 2018, the court granted final approval of the class and PAGA
19 representative action settlement. The Alameda County Superior Court Case Number is
20 RG16811450.

21 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 PAGA representative action against a global provider of products and services to the energy
23 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
24 granted approval of the PAGA representative action settlement. The Kern County Superior Court
25 Case Number is S-1500-CV-280215-SDC.

26 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
28 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a

1 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
2 Council Coordination Proceeding Number is 4886.

3 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
6 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
7 and the Judicial Council Coordination Proceeding Number is 4921.

8 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a national retailer of apparel and
10 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
11 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
12 court granted final approval of the class and PAGA representative action settlement. The
13 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

14 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class and PAGA representative action against a medical equipment supplier on
16 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
17 for class certification and certified a class. The San Bernardino County Superior Court Case
18 Number is CIVDS1505744.

19 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
23 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
24 of the PAGA representative action settlement. The San Diego County Superior Court Case
25 Number is 34-2016-00005578-CU-OE-CTL.

26 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a large national drug testing
28 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the

1 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
2 granted final approval of the class and PAGA representative action settlement. The San Diego
3 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

4 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
6 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
7 court granted in part the plaintiff's motion for class certification and certified a class. The
8 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
9 Judicial Council Coordination Proceeding Number is 4930.

10 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class action against manufacturer and supplier of power products and services on
12 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
13 for class certification and certified a class. On August 27, 2021, the court granted final approval
14 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
15 00025968-CU-OE-CTL.

16 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
17 nutritional products manufacturer on behalf of non-exempt production line employees. On
18 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
19 certified a class. The Solano County Superior Court Case Number is FCS051001.

20 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
21 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
22 the court granted the plaintiff's motion for class certification in part and certified a class. The San
23 Francisco Superior Court Case Number is CGC-16-550794.

24 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
25 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
26 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
27 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
28 Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT A**" is the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Foundation Partners Group, LLC ("Defendant"), on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement ("Class and PAGA Notice"), which is attached to the Settlement Agreement as "**Exhibit 1**," and respectfully request that the Court approve them as well.

9. Based on information provided by Defendant on June 25, 2024, the Settlement Class is estimated to consist of approximately three hundred fifty-seven (357) individuals who worked approximately twenty-three thousand six hundred twenty (23,620) workweeks.

10. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, PAGA Members, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. On June 15, 2023, Plaintiff Amanda Sira provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by Certified Mail, of the specific provisions of the California Labor Code that Defendant is alleged

1 to have violated. A true and correct copy of the notice is attached hereto as “**EXHIBIT B.**”

2 12. Class Counsel has litigated the matter for almost one (1) year and was actively
3 preparing the matter for class certification and trial. The Parties have engaged in extensive
4 settlement negotiations and participated in a mediation conducted by Russ J. Wunderli, Esq., a
5 well-respected mediator experienced in mediating complex labor and employment matters. Prior
6 to and during the mediation and settlement discussions, the Parties exchanged class information
7 and engaged in extensive discussions regarding their evaluations of the cases and various aspects
8 of the cases, including but not limited to, the risks and delays of further litigation, the risks to the
9 Parties of proceeding with class certification and/or representative adjudication, the law relating
10 to off-the-clock theory, meal and rest periods, PAGA representative actions, arbitration
11 agreements, and wage-and-hour law and enforcement, as well as the evidence produced and
12 analyzed, and the possibility of appeals, among other things. During all settlement discussions,
13 the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a
14 settlement that was acceptable to all Parties was not easy. Defendant and their counsel felt strongly
15 about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel
16 believed that they would be able to obtain class certification and prevail at trial. After conducting
17 investigations, informal discovery, exchange of information, extensive settlement negotiations,
18 and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited
19 for settlement given the legal issues relating to Plaintiff’s principal claims, as well as the costs and
20 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
21 adequate resolution of the Released Class Claims of Plaintiff and the Settlement Class and
22 Released PAGA Claims of Plaintiff, the State of California, and PAGA Members, against the
23 Released Parties.

24 13. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
25 and scope of the claims, and was preparing the action for class certification and trial. Class
26 Counsel conducted significant investigation and informal discovery regarding the facts of the
27 matter, including and not limited to, the exchange, review, and analysis of a large volume of pages
28 of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data

1 and documents that Class Counsel reviewed and analyzed included and was not limited to:
2 Plaintiff's employment records, a random sampling of Class Member's time data and pay records,
3 internal memoranda, company policy acknowledgments (including but not limited to COVID 19
4 Update and Acknowledgment), forms (including but not limited to California Meal Break Waiver
5 Form and Hepatitis B Vaccination Acceptance/Declination Form), and procedures and policies
6 (including but not limited to Drug and Alcohol Testing Policy, Policy and Agreement on
7 Mandatory Arbitration of Disputes, Telephone Quality Assurance Monitoring and Recording
8 Program, Sexual and Other Workplace Harassment, California Meal and Rest Break Policy, and
9 Code of Ethics and Standards of Business Conduct), among other information and documents.
10 Class Counsel had the opportunity to interview Plaintiff and other class members to gather
11 information regarding the facts and circumstances surrounding Plaintiff's and putative class
12 members' employment and to identify potential witnesses. Counsel for the Parties also met and
13 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the
14 production of documents and data prior to the mediation. Class Counsel also drafted pleadings
15 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement
16 negotiations, among other tasks.

17 14. Counsel for the Parties have also invested time researching and investigating the
18 applicable law, which is often evolving as it relates to class certification, representative PAGA
19 claims, off-the-clock theory, meal and rest periods, arbitration agreements, wage-and-hour law
20 and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as
21 facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair,
22 adequate, and reasonable.

23 15. The Settlement provides for a Maximum Settlement Amount of Eight Hundred
24 Thousand Dollars and No Cents (\$800,000.00). The Net Settlement Amount is the Maximum
25 Settlement Amount less the following amounts subject to approval by the Court: attorneys' fees
26 and litigation expenses, Enhancement Award, settlement administration expenses, and the PAGA
27 penalties allocation. Assuming that the amounts allocated under the Settlement toward these
28 payments are awarded by the Court, the Net Settlement Amount that will be available for

1 distribution to the Settlement Class is currently estimated to be Three Hundred Ninety-Seven
2 Thousand Five Hundred Dollars and No Cents (\$397,500.00). Additionally, seventy-five percent
3 (75%) of the PAGA penalties allocation, which is \$60,000.00 out of \$80,000.00, will be distributed
4 to the LWDA and twenty-five percent (25%) of the PAGA penalties allocation, which is
5 \$20,000.00 out of \$80,000.00, will be distributed to PAGA Members on a *pro-rata* basis. The Net
6 Settlement Amount will be fully distributed to the Settlement Class and the PAGA penalties
7 allocation will be fully distributed to the LWDA and PAGA Members, in accordance with the
8 terms of the Settlement and there is no reversion to Defendant.

9 16. The Parties have agreed to retain Phoenix Settlement Administrator (“Phoenix” or
10 “Settlement Administrator”) to handle the notice and settlement administration. The Parties
11 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
12 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
13 Members and PAGA Members that Defendant will compile from its records, which will include
14 each Class Member’s and PAGA Member’s: (1) full name; (2) last known address; (3) last known
15 telephone number; (4) Social Security number; (5) number of workweeks during the Class Period;
16 and (6) number of pay periods during the PAGA Period (collectively, “Class Member and PAGA
17 Member Information”). The Settlement Administrator will calculate each Class Member’s
18 estimated *pro rata* share of the Net Settlement Amount (“Settlement Award”) and each PAGA
19 Member’s *pro rata* share of the twenty-five percent (25%) of the PAGA penalties allocation
20 (“PAGA Share”). The Settlement Administrator will also receive Requests for Exclusion,
21 objections, and disputes regarding workweeks and pay periods; provide necessary reports and
22 declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and
23 submit informational and other tax filings and documents; issue and transmit all payments
24 provided for by the Settlement, including and not limited to, mailing payments to Class Members
25 and PAGA Members; and perform any other usual and customary duties for administering a class
26 action settlement. The settlement administration expenses are currently estimated not to exceed
27 Ten Thousand and No Cents (\$10,000.00) and will be paid out of the Maximum Settlement
28 Amount, subject to approval of the Court.

1 17. Based on investigation and information discovered, Class Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
3 that Defendant, with respect to Plaintiff and the putative class members and aggrieved employees,
4 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed
5 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely
6 pay wages during employment and upon termination of employment, failed to provide compliant
7 wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary
8 business expenses, and thereby engaged in unfair business practices in violation of California
9 Business and Professions Code section 17200, *et seq.* and conduct giving rise to penalties
10 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections
11 2698, *et seq.*). Plaintiff also asserted that she and other putative class members and aggrieved
12 employees were expected to perform similar job duties and were subject to the same or similar
13 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted
14 that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and PAGA
15 Members were substantially the same during the time period at issue. As a result of said alleged
16 uniform practices, Plaintiff claims that she and putative class members and aggrieved employees
17 were uniformly not paid all of the compensation that was owed to them by Defendant. Thus, in
18 Class Counsel's view, it is clear that the outcome of this litigation would be determined by
19 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff
20 alleges applied across Defendant's non-exempt employees in California during the relevant time
21 period.

22 18. Class Counsel is aware of the defenses and position of Defendant, but believes that
23 Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel has
24 also taken into account the uncertainty and risk of the outcome of further litigation, and the
25 difficulties and delays inherent in such litigation, including those involved in class certification
26 and/or representative adjudication. Plaintiff and Class Counsel further recognize the burdens of
27 proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
28 and the difficulties in establishing entitlement to monetary recovery. Class Counsel have also

1 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
2 experienced and well-regarded in complex labor and employment matters.

3 19. Defendant, on the other hand, denied and continues to deny any liability and
4 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
5 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
6 than this Settlement. Defendant believes that they would ultimately succeed in the matter. Both
7 sides have also had the opportunity to conduct investigations and gather documents and
8 information relating to Plaintiff's, Class Members' and PAGA Members' employment with
9 Defendant, and Defendant's operations and employment policies, practices, and procedures.
10 Counsel for the Parties also reviewed and analyzed a large volume of pages of documents and
11 data, including but not limited to a detailed sampling of Class Members' and PAGA Members'
12 time and pay information, to determine the potential value and strength of the claims. The
13 available information enabled Class Counsel to assess and value the class and PAGA claims and
14 prepare violation, damages, and penalties analyses and models. Accordingly, counsel for the
15 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
16 nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the
17 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the
18 strengths and weaknesses of each side's position and the uncertainty of how the cases might have
19 concluded at certification, trial, and/or appeals.

20 20. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
21 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
22 (i.e., \$280,000.00 if the Maximum Settlement Amount remains \$800,000.00) and expenses and
23 costs in an amount not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00),
24 which will be paid out of the Maximum Settlement Amount, subject to approval by the Court. It
25 should be noted that Class Counsel has borne all of the risks and costs of litigation and will not
26 receive any compensation until recovery is obtained.

27 ///

28 ///

21. The Settlement Agreement provides for payment of up to Seven Thousand Five Dollars and No Cents (\$7,500.00) to Plaintiff as an Enhancement Award, to be paid out of the Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award, in addition to her individual settlement payments, for services performed in the matter on behalf of the Settlement Class, PAGA Members, and the State of California.

22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the Settlement Class, PAGA Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 28th day of August 2024, at Glendale, California.



Selena Matavosian

EXHIBIT A

EDWIN AIWAZIAN (SBN 232943)
ARBY AIWAZIAN (SBN 269827)
JOANNA GHOSH (SBN 272479)
SELENA MATAVOSIAN (SBN 348044)
LAWYERS *for* JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
Email: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com
selena@calljustice.com

Attorneys for Plaintiff AMANDA SIRA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

AMANDA SIRA, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC,
a Delaware limited liability company; MISSION
MORTUARY, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036172-CU-OE-CTL

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN PLAINTIFF
AND DEFENDANT**

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of
2 Settlement”) is made and entered into by and between Plaintiff Amanda Sira, as an individual and
3 on behalf of all similarly situated and aggrieved employees (“Plaintiff”), and Foundation Partners
4 Group, LLC (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks
6 to represent, and on: (i) Defendant; (ii) each of Defendant’s respective past, present and future
7 parents, subsidiaries, partners, affiliates, brands, and mortuaries including, without limitation, any
8 corporation, limited liability company, or partnership; (iii) the past, present and future board
9 members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
10 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
11 transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual
12 or entity which could be jointly liable with any of the foregoing, including, but not limited to,
13 temporary agencies, Janet de Michaelis, The Omega Society, Inc. and Mission Mortuary. The
14 Settlement contemplated by this Stipulation of Settlement may hereinafter be referred to as the
15 “Settlement.”

16 THE PARTIES STIPULATE AND AGREE as follows:

- 17 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”
- 18 2. On June 15, 2023, Plaintiff sent a letter to the Labor and Workplace Development
19 Agency (“LWDA”) alleging violations of the Private Attorneys General Act (“PAGA”) for the
20 “Released PAGA Claims,” as defined below.
- 21 3. On August 21, 2023, Plaintiff filed a Class Action Complaint for Damages,
22 individually and on behalf of other similarly situated, in the San Diego County Superior Court
23 alleging claims of failure to pay overtime wages pursuant to Labor Code sections 510 and 1198,
24 failure to provide meal and rest periods pursuant to Labor Code sections 226.7 and 512(a), failure
25 to pay minimum wages pursuant to Labor Code sections 1194, 1197, and 1197.1, failure to timely
26 pay wages pursuant to Labor Code sections 201, 202, 203 and 204, violation of Labor Code
27 sections 226(a), 1174(d), 2800, and 2802, and violation of Business and Professions Code sections
28

1 17200, *et seq.*, against Defendant under Case No. 37-2023-00036172-CU-OE-CTL (“Class
2 Action”).

3 4. On August 21, 2023, Plaintiff filed a Complaint for Enforcement Under the Private
4 Attorneys General Act, California Labor Code § 2698, *Et Seq.*, individually and on behalf of all
5 others similarly situated, in the San Diego County Superior Court alleging violations of PAGA,
6 Labor Code section 2698, *et seq.*, against Defendant under Case No. 37-2023-00036177-CU-OE-
7 CTL (“PAGA Action”).

8 5. After Plaintiff’s service of the Class Action and PAGA Action, the Parties explored
9 settlement by exchanging pre-settlement documents and data, including a randomly selected
10 sample of time clock and payroll records. After the pre-mediation production and assessment, the
11 Parties engaged in arms-length settlement negotiations and participated in private mediation before
12 a well-respected mediator. The Parties reached an arms-length Settlement of the Class Action and
13 PAGA Action at the mediation, and executed a confidential Memorandum of Understanding at
14 mediation, which has been memorialized into this Stipulation of Settlement.

15 6. On December 18, 2023, and pursuant to the Settlement, Plaintiff filed a First
16 Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal.
17 Labor Code § 2698, *et seq.* (“Complaint”) in the Class Action to consolidate the Class Action and
18 PAGA Action into a single action, and to include and release all claims covered by the Settlement.
19 Plaintiff will also dismiss without prejudice the PAGA Action. The term “Action” means the
20 consolidated Class Action and PAGA Action. The “Class Period” is from July 17, 2019 through
21 the date the Court preliminarily approves of the Settlement, or the Alternate Date described below
22 in Paragraph 15.c.ix, unless the Escalator Clause is triggered and Defendant chooses to increase
23 the Maximum Settlement Amount described below. The “PAGA Period” is from March 13, 2022
24 through the date the Court preliminarily approves the Settlement. This Action has been actively
25 litigated. There have been on-going investigations, there has been an exchange of documentation
26 and data, and the Parties have participated in extensive settlement negotiations and private
27 mediation. Plaintiff has not filed a motion for class certification in this Action, nor has a date been
28 set by the Court for the filing of such a motion.

1 7. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
2 consist of all persons employed by Defendant in California as a non-exempt employee from July
3 17, 2019 through preliminary approval of the Settlement. The Settlement Class, however, shall
4 not include any person who previously settled or released any of the claims covered by this
5 Settlement, any person who previously was paid or received awards through civil or administrative
6 actions for the claims covered by this Settlement, or any person who submits a timely and valid
7 Request for Exclusion as provided in this Settlement. All Class Members who worked any hours
8 for Defendant in California from March 13, 2022 through the date the Court preliminarily approves
9 the Settlement are aggrieved employees with respect to PAGA (“PAGA Members”), and will be
10 paid their PAGA Share and release the “Released PAGA Claims” regardless of whether they
11 submit a timely and valid Request for Exclusion from the Settlement. PAGA Members are not
12 eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

13 8. Solely for purpose of settling this case, the Parties stipulate and agree that the
14 requisites for establishing class certification with respect to the Settlement Class have been met
15 and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

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

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

20 i. Whether Defendant complied with applicable laws affecting
21 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
22 California Industrial Welfare Commission; and

23 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
24 unpaid wages, penalties, interest, and attorneys’ fees and costs.

25 c. Plaintiff believes that Plaintiff’s claims are typical of the claims of the
26 members of the Settlement Class.

27 d. Plaintiff believes that Plaintiff will fairly and adequately protect the
28 interests of the Settlement Class, and that Joanna Ghosh and Selena Matavosian of Lawyers *for*

1 Justice, P.C. should be “Class Counsel” and will fairly and adequately protect the interests of the
2 Settlement Class.

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

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

10 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated
11 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling
12 this Action, this Action is appropriate for class or representative treatment. With respect to
13 Plaintiff’s claims, Defendant contends, among other things, that it has complied with all applicable
14 state, federal and local laws affecting Plaintiff and the Settlement Class.

15 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
16 discharge all disputes and claims arising from the allegations and causes of action stated in the
17 Complaint. To achieve a full and complete release of Defendant, Plaintiff and each Class Member
18 acknowledges that this Stipulation of Settlement is intended to include in its effect all claims of
19 any nature reasonably arising out of the allegations made in the Complaint.

20 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
21 a full and complete settlement and release of all claims arising from the allegations in the
22 Complaint against: (i) Defendant; (ii) each of Defendant’s respective past, present and future
23 parents, subsidiaries, partners, affiliates, brands and mortuaries including, without limitation, any
24 corporation, limited liability company, or partnership; (iii) the past, present and future board
25 members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
26 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
27 transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual
28 or entity which could be jointly liable with any of the foregoing, including, but not limited to

1 temporary agencies, Janet de Michaelis, The Omega Society, Inc. and Mission Mortuary
2 (collectively “Released Parties”).

3 12. Counsel for the Settlement Class have conducted a thorough investigation into the
4 facts of this Action and have diligently pursued an investigation of Class Members’ claims against
5 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of
6 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in
7 this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the
8 Settlement Class in light of all known facts and circumstances, including the risk of significant
9 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
10 Defendant, and numerous potential appellate issues. Defendant and Defendant’s Counsel also
11 agree that the Settlement is fair and in the best interest of the Parties.

12 13. The Parties agree to cooperate and take all steps necessary and appropriate to
13 consummate this Settlement and for entry of judgment in accordance with this Settlement.

14 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
15 Shares (defined below) according to a specified formula to each Settlement Class Member who
16 does not request to be excluded from this Settlement. The total payment under the Settlement is
17 \$800,000.00, which includes all payments to Class Members, PAGA Members, Class Counsel’s
18 attorneys’ fees, Class Counsel’s litigation expenses and costs, the enhancement award to the class
19 representative, penalties of any nature, including PAGA penalties, and settlement administration
20 expenses. It is understood and agreed that Defendant shall have no obligation to pay any person,
21 entity, or organization more than the amount of its maximum total liability under the Settlement,
22 except that Defendant will separately pay as an additional obligation the employer’s share of the
23 payroll taxes for the wage portion of the Settlement Awards.

24 TERMS OF SETTLEMENT

25 15. NOW THEREFORE, in consideration of the mutual covenants, promises and
26 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

27 a. It is agreed by and among Plaintiff and Defendant that this Action and any
28 claims, damages or causes of action arising out of the Complaint, which are the subject of this

1 Action, be settled and compromised as between the Settlement Class and Defendant, subject to the
2 terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

3 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
4 shall become effective when all of the following events have occurred: (i) this Stipulation of
5 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the
6 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
7 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
8 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order
9 and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,
10 and without objection from the LWDA; and (v) in the event there are objections to the Settlement
11 which are not later withdrawn, the later of the following events: when the period for filing any
12 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
13 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
14 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
15 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
16 Court's final order with no right to pursue further remedies or relief. In this regard, it is the
17 intention of the Parties that the Settlement shall not become effective until the Court's order
18 approving the Settlement is completely final, and there is no further recourse by an appellant or
19 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
20 will not become effective if Defendant, contrary to Paragraph 14 above, is required by the Court
21 to pay more than the total amount of its Maximum Settlement Amount (defined below) under the
22 Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and
23 between the Parties that this Settlement shall not become effective, and Defendant shall not have
24 any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any
25 objections, writs and/or appeals, and any rights of appeal with respect to any objections or the
26 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

27 c. Maximum Settlement Amount, and Net Settlement Amount: To implement
28 the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay a

1 maximum of \$800,000.00, which includes: all payments to Class Members and PAGA Members;
2 Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the enhancement
3 award to the class representative; \$80,000.00 allocated to penalties under the PAGA with seventy-
4 five percent (75%) of that amount, or in other words \$60,000.00, paid to the LWDA, and twenty-
5 five percent (25%) of that amount, or in other words \$20,000.00, paid to the PAGA Members as
6 described below; and settlement administration expenses ("Maximum Settlement Amount"). The
7 Parties agree the Maximum Settlement Amount will be fully paid out, with no residue returning to
8 Defendant. At no time shall Defendant have the obligation to segregate the funds comprising the
9 Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the
10 responsibility for, those funds. All payments to Class Members and PAGA Members, Class
11 Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award,
12 and settlement administration expenses will be paid out of the Maximum Settlement Amount.
13 Under no condition will Defendant's aggregate liability exceed the Maximum Settlement Amount,
14 except that Defendant will pay the employer's share of the payroll taxes for the wage portion of
15 the Settlement Awards in addition to the Maximum Settlement Amount. The "Net Settlement
16 Amount," the amount available for potential distribution to Class Members, shall be calculated by
17 deducting from the Maximum Settlement Amount: (i) all Class Counsel's attorneys' fees and
18 litigation costs; (ii) the enhancement award to the class representative; (iii) the PAGA penalty
19 payment to the LWDA as described further below; and (iv) settlement administration expenses.
20 Settlement Awards to the Class Members, and PAGA Shares to the PAGA Members, will be
21 calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth
22 below. The entire Net Settlement Amount will be paid out pro rata to Class Members who do not
23 opt out, and to PAGA Members.

24 i. Settlement Awards to Class Members: Payments to Class Members
25 under the Settlement ("Settlement Awards") will be determined by Defendant, based on
26 Defendant's time clock records, by calculating the number of weeks worked by all Class Members
27 during the Class Period. The Settlement Administrator will calculate the amount to be paid to Class
28 Members on a per workweek basis by dividing the Net Settlement Amount by the aggregate

1 number of weeks worked by all Class Members. Partial workweeks will not be counted; however,
2 if a Class Member worked only one day as a Class Member, such Class Member will be credited
3 with having worked one workweek for purposes of the Settlement. Defendant's workweek data
4 will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement
5 Administrator by credible written evidence. Defendant will provide time clock data to the
6 Settlement Administrator for resolution of any workweek dispute by a particular Class Member.
7 All workweek disputes will be resolved and decided by the Settlement Administrator, and the
8 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
9 No claim form shall be required for Settlement Class Members to receive their Settlement Awards.

10 ii. Private Attorneys General Act Allocation: Subject to Court
11 approval, the Parties have agreed to allocate \$80,000.00 of the Maximum Settlement Amount to
12 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
13 other words \$60,000.00, will be paid out of the Maximum Settlement Amount to the LWDA of
14 the State of California, and the remaining twenty-five percent (25%), or in other words \$20,000.00,
15 will be paid to the PAGA Members. Defendant will calculate the number of weeks worked by
16 PAGA Members during the PAGA Period based on time clock data. Partial workweeks will not
17 be counted; however, if a PAGA Member worked only one day as a PAGA Member, such PAGA
18 Member will be credited with having worked one workweek for purposes of the Settlement.
19 Defendant's workweek data will be presumed to be correct unless a particular PAGA Member
20 proves otherwise to the Settlement Administrator by credible written evidence. Defendant will
21 provide time clock data to the Settlement Administrator for resolution of any workweek disputes
22 by a particular PAGA Member. All workweek disputes will be resolved and decided by the
23 Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes
24 will be final and non-appealable. The amount to be paid per workweek to PAGA Members will
25 be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount by
26 the aggregate number of pay periods worked by PAGA Members. No claim form shall be required
27 for PAGA Members to receive their PAGA Awards.

28 ///

1 iii. Allocation of Settlement Awards: The Parties have agreed, based
2 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
3 Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3)
4 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will
5 be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third
6 (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue.
7 Individual PAGA Awards (“PAGA Share(s)”) for the PAGA Members will be paid from the Net
8 PAGA Settlement Amount, after the required payment to the LWDA, as alleged penalties for
9 which IRS Form 1099 will issue.

10 iv. Settlement and PAGA Awards Do Not Trigger Additional Benefits:
11 All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members, shall be
12 deemed to be income to such Class Members and PAGA Members solely in the year in which such
13 awards actually are received by the Class Members and PAGA Members. It is expressly
14 understood and agreed that the receipt of such Settlement Awards and PAGA Awards will not
15 entitle any Class Member or PAGA Member to additional compensation or benefits under any
16 company bonus, contest or other compensation or benefit plan or agreement in place during the
17 period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any
18 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It
19 is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the
20 sole payments to be made by Defendant to the Class Members and the PAGA Members in
21 connection with this Settlement, and that the Class Members and PAGA Members are not entitled
22 to any new or additional compensation or benefits as a result of having received the Settlement
23 Awards and PAGA Awards (notwithstanding any contrary language or agreement in any benefit
24 or compensation plan document that might have been in effect during the period covered by this
25 Settlement).

26 v. Attorneys’ Fees and Litigation Costs: Subject to Court approval or
27 modification, Defendant agrees to a payment, from the Maximum Settlement Amount, Class
28 Counsel’s attorneys’ fees and litigation costs as set forth in Paragraph 17 below.

1 vi. Class Representative: The Parties agree to the designation of
2 Plaintiff as “Class Representative.” Subject to Court approval, and subject to Plaintiff’s execution
3 of a general release of all claims under California Code of Civil Procedure section 1542, Defendant
4 agrees to a payment to Plaintiff, from the Maximum Settlement Amount, an award at no additional
5 cost to the Released Parties, (“Enhancement Award”). The Enhancement Award paid to the Class
6 Representative cannot exceed \$7,500.00, is subject to Court approval, and is in addition to any
7 claimed individual Settlement Award to which the Class Representative is entitled under this
8 Stipulation of Settlement. The Enhancement Award is to be part of, and to be deducted from, the
9 Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC
10 for the Enhancement Award to Plaintiff for Plaintiff’s service as a Class Representative, and
11 Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and
12 for paying any taxes on the amount received. Should the Court approve an Enhancement Award
13 to the Class Representative in an amount less than that set forth above, the difference between the
14 lesser amount approved by the Court and the Enhancement Award set forth above shall be added
15 to the Net Settlement Amount.

16 vii. Settlement Administrator: The Settlement Administrator will be
17 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
18 quote for settlement administration expenses which Plaintiff’s Counsel agrees to request and to
19 circulate to Defendant’s Counsel. All settlement administration expenses shall be paid out of the
20 Maximum Settlement Amount.

21 viii. Mailing of Settlement and PAGA Awards: The Settlement
22 Administrator will cause the Settlement Awards to be mailed to the Class Members who have not
23 opted out of the Settlement and have not previously released their claims as to Defendant, and the
24 PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days after the
25 Settlement becomes effective as defined in Paragraph 15.b.

26 ix. Potential Escalator Clause or Alternative Class Period End Date:
27 For Settlement purposes and based on Class Member data presently available at the time of
28 Settlement, Defendant represent that the Class Members consist of 307 employees who have

1 worked 18,667 workweeks from July 17, 2019 to October 24, 2023. The Parties further agree that
2 if the final number of workweeks from July 17, 2019 to October 24, 2023, which formed the basis
3 of the Settlement, increases by more than ten percent (10%) above 18,667 workweeks (e.g., to
4 greater than 20,534 workweeks), Defendant at its sole discretions shall either: (1) increase the
5 Gross Settlement amount by the proportional amount for the percentage of workweeks above ten
6 percent (10%) (*i.e.*, by the percentage of workweeks above 20,534 workweeks); or (2) end the
7 Class Period at the point in time (“Alternate Date”) where workweeks equal 20,534 workweeks.

8 d. Enhancement Award to Plaintiff for Service as Class Representative: The
9 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff
10 within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph
11 15.b.

12 e. Right to Rescission: If more than five percent (5%) of the Settlement Class
13 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
14 Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court
15 Approval of Settlement (“Class and PAGA Notice”), Defendant shall have the right (but need not)
16 in its sole discretion to rescind and void the Settlement, before final approval by the Court, by
17 providing written notice to Class Counsel no later than fourteen (14) calendar days after the opt-
18 out deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
19 administration incurred up to that date, but not to include Class Counsel’s fees and costs.

20 SETTLEMENT ADMINISTRATION

21 16. The Settlement Administrator shall be mutually agreed upon by the Parties to
22 perform the customary duties of Settlement Administrator, subject to Court approval. The
23 Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA
24 Members. The Settlement Administrator shall be granted reasonable access to Defendant’s records
25 to perform its duties, such as resolving workweek disputes, if necessary. At the request of
26 Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and
27 send out Settlement Award checks to Class Members and PAGA Awards to PAGA Members. Tax
28 treatment of the Settlement Awards and PAGA Shares will be as set forth herein and in accordance

1 with state and federal tax laws. All disputes relating to the Settlement Administrator's
2 performance of its duties shall be referred to the Court, if necessary, which will have continuing
3 jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and
4 obligations contemplated by this Stipulation of Settlement have been fully carried out. The
5 Settlement Administrator shall create and maintain a webpage, which will include links to the
6 Settlement Agreement, Class and PAGA Notice, Motions for Preliminary and Final Approval, and
7 Motion for Attorneys' Fees as they become available, until the Effective Date. The website shall
8 also include links to any other documents or information the Settlement Administrator deems
9 necessary to perform its duties.

10 ATTORNEYS' FEES AND LITIGATION COSTS

11 17. In consideration for settling this Action, in exchange for the release of claims by
12 the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees
13 to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-
14 five percent (35%) of the Maximum Settlement Amount, or in other words up to \$280,000.00, and
15 attorneys' costs not to exceed \$25,000.00 from the Maximum Settlement Amount. Defendant will
16 not object to Class Counsel's application for attorneys' fees and litigation costs up to these
17 amounts. The amounts set forth above will cover all work performed and all fees and costs
18 incurred to date, and all work to be performed and all fees and costs to be incurred in connection
19 with the approval by the Court of this Stipulation of Settlement, the administration of the
20 Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or
21 should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference
22 between the lesser amounts and the Maximum Settlement Amount shall be added to the Net
23 Settlement Amount.

24 18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
25 Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in
26 Paragraph 15.b.

27 ///

28 ///

NOTICE TO THE PLAINTIFF CLASS

19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The Class and PAGA Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

a. Within thirty (30) calendar days after preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of work weeks during the Class Period and the PAGA Period ("Class Member and PAGA Member Information"). The Parties agree the contact information and Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information. To the extent Class Counsel possesses or comes to possess the contact information and/or Social Security Numbers from the Settlement Administrator, Class Counsel shall return all such information (including copies and data or information derived therefrom) within seven (7) calendar days from the date the Court finally approves the Settlement, shall destroy all copies in any form of such information, and shall not retain, maintain or use such information for any purpose. The information provided for above shall be based on Defendant's payroll and other business records and in a format acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. The information will need to be provided to the Settlement Administrator by reasonable security measures and reasonably secure technology. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. Within forty-five (45) calendar days of preliminary approval of this Settlement, the Settlement Administrator will mail the Class and PAGA Notice to Class Members and PAGA Members.

b. Class and PAGA Notices returned to the Settlement Administrator as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace return mail and re-mail within three (3) business days of receipt using the Class Member's Social Security Number; this search will be performed only once per Class Member by the Settlement Administrator. Class Members and PAGA Members will have a maximum of fifteen (15) calendar days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until the end of the opt out deadline, whichever is later. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class and PAGA Notice to the affected member of the Settlement Class. The affected member of the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

c. The Class and PAGA Notice shall also identify the procedures for opting out of or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

ADMINISTRATION PROCESS

20. The Class Members will have forty-five (45) calendar days from the date of mailing in which to submit requests for exclusion (“opt out”). PAGA Members are not entitled to opt out as a PAGA Member.

21. Defendant, on behalf of the Released Parties, will pay the entirety of the Maximum Settlement Amount (e.g., \$800,000.00) to the Settlement Administrator within thirty (30) calendar days following the Court's final approval order, and after the Settlement becomes effective as defined in Paragraph 15.b (if final approval occurs without objectors, or after the 60-day appeal period has expired without appeals or challenge if any objections are not withdrawn on the record at final approval). The Settlement Awards to Class Members, PAGA Shares to PAGA Members,

1 Enhancement Award to Plaintiff, PAGA penalty payment to the LWDA, settlement administration
2 expenses to the Settlement Administrator, and attorneys' fees and litigation costs to Class Counsel
3 will be mailed or wire transferred by the Settlement Administrator within thirty-five (35) calendar
4 days after the Settlement becomes effective as defined in Paragraph 15.b. Settlement Award and
5 PAGA Award checks shall remain valid and negotiable for one hundred twenty (120) calendar
6 days from the date of their issuance; the Parties agree the Settlement Administrator will send one
7 (1) reminder notice to all Class Members and PAGA Members who have not cashed the Settlement
8 Award or PAGA Share check thirty (30) calendar days prior to the deadline; upon the deadline to
9 cash the Settlement Award and PAGA Share checks, the checks will automatically be cancelled
10 by the Settlement Administrator if not cashed by the Class Member or the PAGA Member within
11 that time, at which point the Class Members' and PAGA Members' claims will be deemed void
12 and of no further force or effect, and the Class Members' and PAGA Members' claims will remain
13 released by the Settlement. The checks provided to Class Members and PAGA Members shall
14 prominently state the expiration date or a statement that the checks will expire in one hundred
15 twenty (120) days, or alternatively, such a statement may be made in a letter accompanying the
16 check. Expired Settlement Award and PAGA Share checks will not be reissued, except for good
17 cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement
18 Award or PAGA Share checks after the expiration date will be paid within fourteen (14) calendar
19 days after the one hundred twenty (120)-day check cashing period expires pursuant to California
20 Code of Civil Procedure section 384(b)(3) to Koinonia Family Services, a non-profit 501(c)(3)
21 organization with child advocacy programs in the State of California, as the *cy pres* recipient,
22 subject to Court approval. Any residue received by Koinonia Family Services shall be ordered by
23 the Court to be used solely for child advocacy programs within the State of California pursuant to
24 California Code of Civil Procedure section 384(b). Upon completion of its calculation of
25 payments, the Settlement Administrator shall provide Defendant with a report listing the amount
26 of all payments to be made to each Class Member and PAGA Member. The Settlement
27 Administrator will be responsible for making appropriate deductions, calculating and reporting the
28 employer payroll taxes on the Settlement Awards and PAGA Shares, paying to Class Counsel any

1 Court-approved attorneys' fees and litigation costs, paying to the Class Representative any Court-
2 approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount
3 allocated for PAGA penalties above, paying the settlement administration expenses, meeting tax
4 reporting obligations, and for issuing the individual Settlement Awards to Class Members and
5 PAGA Shares to PAGA Members. Proof of compliance with the Court's final approval order will
6 be provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days
7 after all payment obligations, the check cashing deadline for Class Members, and payment to the
8 *cy pres* beneficiary have passed.

9 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

10 22. Opting Out of the Class Action Settlement. For those Class Members who do not
11 wish to participate in the Settlement, such Class Members may exclude themselves by submitting
12 a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a
13 PAGA Member and release all Released PAGA Claims during the PAGA Period. The written
14 request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed
15 Class Action Settlement and Hearing Date for Final Court Approval of Settlement," he/she has
16 decided not to participate in the Settlement, and words to the effect that he/she desires to be
17 excluded from the Settlement. The Request for Exclusion must also state the individual's full
18 name, address, date of birth, and dates he/she worked as a Class Member for Defendant in
19 California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail,
20 or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked
21 and mailed to the Settlement Administrator no later than forty-five (45) calendar days after the
22 Settlement Administrator mails the Class and PAGA Notice to the Class Members. Any individual
23 who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

24 23. Objecting to the Class Action Settlement. Any individual who does not exclude
25 himself/herself from the Settlement can object to the terms of the Settlement in writing before the
26 deadline to object to the Settlement. To object, the individual must file a written objection and a
27 notice of intention to appear at the Final Approval hearing with the Clerk of the San Diego County
28 Superior Court of the State of California and send copies to the Settlement Administrator, Class

Counsel, and counsel for Defendant. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and dates he/she worked as a Class Member in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for Defendant no later than forty-five (45) calendar days after the Settlement Administrator mails the Class and PAGA Notice. However, a Class Member may appear at the Final Approval hearing, either in person or through his/her own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

24. Released Class Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion fully release and discharge the Released Parties from all claims under state, federal, and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for

1 payments received under the Settlement, unfair competition, unfair business practices, unlawful
2 business practices, fraudulent business practices, class actions, representative actions, aggrieved
3 party claims, declaratory relief, penalties of any nature (including, but not limited to, waiting-time
4 penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action
5 (collectively “Released Class Claims”) from July 17, 2019 through the date the Court finally
6 approves the Settlement. Expressly excluded from the release are claims for retaliation,
7 discrimination, unemployment insurance, disability, workers’ compensation, and claims outside
8 the Released Class Claims.

9 25. Released PAGA Claims. Effective upon the date of final approval by the Court of
10 this Stipulation of Settlement, the claims to be released by the PAGA Members include all claims
11 arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for
12 the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private
13 attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably
14 have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not
15 limited to all claims arising under the California Labor Code including, but not limited to, sections
16 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174,
17 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.* as
18 alleged in the Complaint, and the wage orders of the California Industrial Welfare Commission
19 based the facts alleged in the Action (collectively “Released PAGA Claims”). The Settlement
20 shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA
21 Members through the date the Court finally approves the Settlement (i.e., “PAGA Release Period”)
22 and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member
23 negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement and regardless
24 of whether any such PAGA Member opts out or attempts to exclude himself or herself from the
25 Settlement.

26 26. In addition to the Released Class Claims identified in Paragraph 24 and the
27 Released PAGA Claims in Paragraph 25, Plaintiff agrees to generally release the Released Parties
28 from any and all claims, whether known or unknown, under all federal, state and local statutes,

1 and federal and state common law (including but not limited to those for contract, tort and equity),
2 except for workers' compensation claims. Plaintiff acknowledges the language of Section 1542
3 of the California Civil Code, which provides:

4 A general release does not extend to claims that the creditor or
5 releasing party does not know or suspect to exist in his or her favor
6 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.

7 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees
8 that claims or facts in addition to or different from those which are now known or believed by her
9 to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the
10 claims, except for workers' compensation claims, Plaintiff now has against the Released Parties,
11 whether known or unknown, suspected or unsuspected.

12 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

13 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
14 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify
15 the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request
16 that all current Court deadlines be continued pending Court approval of the Settlement. Class
17 Counsel agree to cease all affirmative communication (oral and written) with the putative class
18 members, other than through Court-approved notices; this provision does not prevent Class
19 Counsel from communicating with any Class Members or PAGA Member who may contact Class
20 Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Diego County
21 Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the
22 Court as to its fairness, adequacy, and reasonableness. Plaintiff agrees to provide Defendant the
23 opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval.
24 At the same time Plaintiff submits this Stipulation of Settlement to the San Diego County Superior
25 Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly
26 upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of
27 an order preliminarily approving the Settlement in a form that is mutually agreeable between the
28 Parties and also provides for the following:

1 a. Scheduling a Final Fairness hearing on the question of whether the proposed
2 Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and
3 the Class Representative's Enhancement Award should be finally approved as fair, reasonable, and
4 adequate as to the members of the Settlement Class;

5 b. Certifying a Settlement Class, Plaintiff as Class Representative and
6 *Lawyers for Justice, P.C.*, as Class Counsel;

7 c. Approving as to form and content the proposed Class and PAGA Notice;

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

10 e. Directing the mailing of the Class and PAGA Notice by first-class mail to
11 the Class Members and PAGA Members;

12 f. Preliminarily approving the Settlement subject only to the objections of
13 Class Members and PAGA Members, and final review by the Court; and

14 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
15 other cases, claims, suits, or administrative proceedings (including filing claims with the Division
16 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
17 the Released Class Claims, unless and until such Class Members have filed valid Requests for
18 Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with
19 the Settlement Administrator has elapsed.

20 (h) The Preliminary Approval Order shall be substantially in the form identified
21 as **Exhibit 2** to this Settlement.

22 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

23 28. Class Counsel agreed to return all confidential documents, lists and data in all forms
24 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
25 Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before
26 filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel
27 agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and
28 substantially in the form identified as **Exhibit 3** to this Settlement, and provides for the following:

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

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

c. Approving the Enhancement Award to the Class Representative; and

d. Entering judgment in accordance with California Rules of Court, rule 3.769(h), and permanently barring and enjoining all Class Members and PAGA Members from prosecuting against: (i) Defendant; (ii) each of Defendant's respective past, present and future parents, subsidiaries, partners, affiliates, brands, and mortuaries including, without limitation, any corporation, limited liability company, or partnership; (iii) the past, present, and future board members, 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 (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies, Janet de Michaelis, The Omega Society, Inc. and Mission Mortuary.

PARTIES' AUTHORITY

29. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the

1 Court's final approval of this Stipulation of Settlement.

2 31. The Parties and their respective counsel agree that they will not attempt to
3 encourage or discourage Class Members from filing Requests for Exclusion.

4 NO PRIOR ASSIGNMENTS

5 32. The Parties and their counsel represent, covenant, and warrant that they have not,
6 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
7 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
8 action or right herein released and discharged except as set forth herein.

9 NO ADMISSION

10 33. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
11 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
12 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement
13 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
14 and expenses.

15 ENFORCEMENT ACTIONS

16 34. The Parties agree that the San Diego County Superior Court shall retain jurisdiction
17 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section
18 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal
19 action or other proceeding against any other Party or Parties to enforce the provisions of this
20 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement,
21 the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties'
22 reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in
23 connection with any enforcement actions.

24 NOTICES

25 35. Unless otherwise specifically provided herein, all notices, demands or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given
27 as of the third (3rd) business day after mailing by United States registered or certified mail, return
28 receipt requested, addressed as follows:

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To Defendant

NO PUBLIC COMMENT

CONSTRUCTION

CAPTIONS AND INTERPRETATIONS

24

1 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
2 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and
3 not merely a recital.

4 MODIFICATION

5 39. This Stipulation of Settlement may not be changed, altered, or modified, except in
6 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
7 may not be discharged except by performance in accordance with its terms or by a writing signed
8 by the Parties hereto.

9 INTEGRATION CLAUSE

10 40. This Stipulation of Settlement and the Confidential Memorandum of
11 Understanding contain the entire agreement between the Parties relating to the Settlement and
12 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
13 representations, and statements, whether oral or written and whether by a Party or such Party's
14 legal counsel, are merged herein. No rights hereunder may be waived except in writing.

15 BINDING ON ASSIGNS

16 41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
17 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
18 administrators, successors, and assigns.

19 CLASS MEMBER SIGNATORIES

20 42. It is agreed that because the Class Members and PAGA Members are so numerous,
21 it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation
22 of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members
23 of the binding nature of the release, and the release shall have the same force and effect as if this
24 Stipulation of Settlement were executed by each Class Members and PAGA Member.

25 COUNTERPARTS

26 43. This Stipulation of Settlement may be executed in counterparts and by facsimile
27 signatures, and when each Party has signed and delivered at least one such counterpart, each
28 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken

1 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
2 and effective as to all Parties.

3 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
4 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
5 Defendant as of the date(s) set forth below:

6 **Plaintiff and Class Representative**

7 Dated: 08/26/2024

Electronically Signed 2024-08-27 00:02:17 UTC - 107.116.89.41
Minot Assurance d1c10562-4b44-4daa-9c0f-b1d80184e79d

AMANDA SIRA

9 **Defendant**

10 FOUNDATION PARTNERS GROUP, LLC

11 Dated: _____

12 By: _____
13 Name: _____
14 Title: _____

15 APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, P.C.

16 Dated: August 28, 2024

17 By: 
18 Edwin Aiwazian
19 Arby Aiwazian
20 Joanna Ghosh
21 Selena Matavosian
22 Attorney for Plaintiff,
23 Class Members and PAGA Members

JACKSON LEWIS P.C.

24 Dated: _____

25 By: _____
26 Cary G. Palmer
27 Evan D. Beecher
28 Attorneys for Defendant
Foundation Partners Group, LLC

1 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
2 and effective as to all Parties.

3 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
4 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
5 Defendant as of the date(s) set forth below:

6 **Plaintiff and Class Representative**

7 Dated: _____

8 AMANDA SIRA

9 **Defendant**

10 FOUNDATION PARTNERS GROUP, LLC

11 Dated: August 26, 2024

12 By: Julie Judge

13 Name: Julie Judge

14 Title: Senior Vice President, Human Resources

15 APPROVED AS TO FORM:

16 LAWYERS *for* JUSTICE, P.C.

17 Dated: _____

18 By: _____

19 Edwin Aiwarzian

20 Arby Aiwarzian

21 Joanna Ghosh

22 Selena Matavosian

23 Attorney for Plaintiff,

24 Class Members and PAGA Members

25 JACKSON LEWIS P.C.

26 Dated: August 26, 2024

27 By: Evan Beecher

28 Cary G. Palmer

Evan D. Beecher

Attorneys for Defendant

Foundation Partners Group, LLC

Exhibit 1

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

AMANDA SIRA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC,
a Delaware limited liability company; MISSION
MORTUARY, an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2023-00036172-CU-OE-CTL

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

ATTENTION: ALL PERSONS EMPLOYED BY FOUNDATION PARTNERS GROUP, LLC IN CALIFORNIA AS NON-EXEMPT EMPLOYEES FROM JULY 17, 2019 TO [DATE OF PRELIMINARY APPROVAL]:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE [Response Deadline].

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for San Diego County entered on [date of preliminary approval], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of San Diego on behalf of all persons currently and formerly employed by Foundation Partners Group, LLC ("Defendant") in California as non-exempt employees from July 17, 2019 to [date of preliminary approval] (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

All Class Members who worked any hours for Defendant in California from March 13, 2022 through [date of preliminary approval] are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's respective past, present and future parents, subsidiaries, partners, affiliates, brands and mortuaries including, without limitation, any corporation, limited liability company, or partnership; (iii) the past, present and future board members, 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 (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to temporary agencies, Janet de Michaelis, The Omega Society, Inc. and Mission Mortuary.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On August 21, 2023, Plaintiff Amanda Sira filed a Class Action Complaint for Damages against Defendant in the San Diego County Superior Court, Case No. 37-2023-00036172-CU-OE-CTL, on behalf of herself and other non-exempt employees who worked

for Defendant in California alleging claims of failure to pay overtime wages pursuant to Labor Code sections 510 and 1198, failure to provide meal and rest periods pursuant to Labor Code sections 226.7 and 512(a), failure to pay minimum wages pursuant to Labor Code sections 1194, 1197, and 1197.1, failure to timely pay wages pursuant to Labor Code sections 201, 202, and 204, violation of Labor Code sections 226(a), 1174(d), 2800, and 2802, and violation of Business and Professions Code section 17200, *et seq.* (“Class Action”). On the same day, Plaintiff Amanda Sira filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant in the San Diego County Superior Court, Case No. 37-2023-00036177-CU-OE-CTL, on behalf of herself and other aggrieved employees who worked for Defendant in California alleging violations of the Private Attorneys General Act (“PAGA”), Labor Code section 2698, *Et Seq.* (“PAGA Action”).

Pursuant to the Settlement, on December 18, 2023, Plaintiff Amanda Sira filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (“Operative Complaint”) in the Class Action. Plaintiff subsequently dismissed without prejudice the PAGA Action.

The Parties engaged in arms-length settlement negotiation and private mediation. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation of the Class Action and PAGA Action. The class period is from July 17, 2019 through [date of preliminary approval] (the “Class Period”). The PAGA period is from March 13, 2022 through [date of preliminary approval] (“PAGA Period”).

Plaintiff’s Operative Complaint alleges a failure to pay overtime wages, failure to provide meal and rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages during employment and upon termination of employment, failure to provide accurate wage statements, failure to reimburse business expenses, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees in California from July 17, 2019 to [date of preliminary approval]. Plaintiff’s Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiff and the Class Members and PAGA Members are entitled to any recovery.

The Class Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. 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, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant (“Joint Stipulation” or “Settlement”), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a maximum of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) for all claims, attorneys’ fees and costs, enhancement award, penalties of any nature, including PAGA penalties, and settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount which equals \$280,000.00, attorneys’ costs not to exceed \$25,000.00, an Enhancement Award to the Class Representative not to exceed \$7,500.00, the fees and expenses of the settlement administrator estimated not to exceed \$ [redacted], \$60,000.00 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, and \$20,000.00 payable to the PAGA Members, which will result in a “Net Settlement Amount” for distribution to all Settlement Class Members. As explained further below, the amount of each Settlement Class Member’s Settlement Award will depend on the number of weeks Settlement Class Members were employed during the Class Period.

This notice includes, for each Class Member, the number of weeks each Class Member was employed during the Class Period based upon each Class Member’s time clock data, and his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member’s time clock data.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement (i.e., Settlement Class Members). All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Class Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Allocation, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person's time clock data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties from all claims under state, federal, and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including, but not limited to, waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") from July 17, 2019 through [date of preliminary approval] ("Class Period"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Claims.

The claims to be released by PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.* as alleged in the Complaint, and the wage orders of the California Industrial Welfare Commission based on the facts alleged in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from March 13, 2022 through [date of preliminary approval] ("PAGA Period") and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant's time clock records as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendant's records, time clock data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Class Representative will receive an Enhancement Award up to \$7,500.00. This payment will be made for her service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals \$280,000.00, and attorneys' costs not to exceed \$25,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to:

[REDACTED]
[REDACTED]
[REDACTED]
Telephone: [REDACTED]

The Request for Exclusion must be postmarked no later than [response deadline]. If you submit a Request for Exclusion which is not postmarked by [response deadline], your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Share regardless of whether he/she/they opts out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [final approval hearing], [REDACTED] Department C-75. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the San Diego County Superior Court, 1100 Union Street, San Diego, California 92101, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
LAWYERS for JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203

DEFENDANT'S COUNSEL

Cary G. Palmer
Evan D. Beecher
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, San Diego County Superior Court, 1100 Union Street, San Diego, California 92101, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than **[response deadline]**. **DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the San Diego County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members (i.e., no later than [redacted]). You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [redacted] a.m./p.m. (Pacific Time) on [redacted], in Department C-75, Superior Court of the State of California for the County of San Diego, [redacted], or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at [www.\[redacted\]](http://www.[redacted]).

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department C-75 of the Superior Court of the State of California in and for the County of San Diego, [redacted], on [redacted], at [redacted] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [redacted] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees, which equals \$280,000.00, and not more than \$25,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

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 Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, at 1100 Union Street, San Diego, California 92101. You may also visit [www.\[redacted\]](http://www.[redacted]), which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary Approval and Final Approval, and Motion for Attorneys' Fees as they become

available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Selena Matavosian
LAWYERS *for* JUSTICE, P.C.
410 West Arden Avenue, Ste 203
Glendale, California 91203

Telephone: (818) 265-1020
Facsimile: (818) 265-1021
E-mail: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com
selena@calljustice.com

**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**

4889-0490-8963, v. 1

Exhibit 2

EDWIN AIWAZIAN (SBN 232943)
ARBY AIWAZIAN (SBN 269827)
JOANNA GHOSH (SBN 272479)
SELENA MATAVOSIAN (SBN 348044)
LAWYERS *for* JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
Email: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com
selena@calljustice.com

Attorneys for Plaintiff AMANDA SIRA

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

AMANDA SIRA, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC,
a Delaware limited liability company; MISSION
MORTUARY, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036172-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time:

Dept.: C-75

Judge: Hon. James A. Mangione

Complaint Filed: August 21, 2023

FAC Filed: December 18, 2023

Trial Date: None Set

1 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
2 ("Motion") came before this Court on [REDACTED] at [REDACTED], in Department C-75 before
3 the Honorable James A. Mangione, presiding. Lawyers *for* Justice, PC appears as counsel for
4 Plaintiff Amanda Sira ("Plaintiff"), individually and on behalf of all others similarly situated and
5 other aggrieved employees and Jackson Lewis, PC appears as counsel for Defendants Foundation
6 Partners Group, LLC and Mission Mortuary ("Defendants"). The Court having considered the
7 papers submitted in support of the Motion and good cause appearing therefore,

8 IT IS HEREBY ORDERED:

9 1. The Court grants preliminary approval of the Settlement and the Settlement Class
10 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
11 Release Between Plaintiff and Defendant ("Stipulation of Settlement") filed with the Motion. All
12 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

13 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate,
14 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears
15 to be presumptively valid, subject only to any objections that may be raised at the final fairness
16 hearing and final approval by this Court.

17 3. A final fairness hearing on the question of whether the proposed Settlement,
18 attorneys' fees and costs to Class Counsel, Class Representative's Enhancement Award, penalties
19 of any nature, and costs of settlement administration should be finally approved as fair, reasonable,
20 and adequate as to the members of the Class is scheduled in Department C-75 on the date and time
21 set forth in the Implementation Schedule in Paragraph 10 below.

22 4. This Court approves, as to form and content, the Notice of Proposed Class Action
23 and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement ("Class and
24 PAGA Notice") (Exhibit 1). The Court approves the procedure for Class Members to opt out of
25 and to object to the Settlement as set forth in the Stipulation of Settlement and Class and PAGA
26 Notice.

27 ///

28 ///

1 5. The Court directs the mailing of the Class and PAGA Notice by first-class mail to
2 the Class Members in accordance with the Implementation Schedule set forth in Paragraph 10
3 below. The Court finds the dates selected for the mailing and distribution of the Class and PAGA
4 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and
5 provide the best notice practicable under the circumstances and shall constitute due and sufficient
6 notice to all persons entitled thereto.

7 6. It is ordered that the Settlement Class is preliminarily certified for settlement
8 purposes only.

9 7. The Court confirms Plaintiff Amanda Sira as Class Representative, and Lawyers *for*
10 Justice, P.C. as Class Counsel.

11 8. The Court confirms the appointment of as the Settlement
12 Administrator.

13 9. To facilitate administration of the Settlement pending final approval, the Court
14 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
15 administrative proceedings (including filing claims with the Division of Labor Standards
16 Enforcement of the California Department of Industrial Relations) regarding claims released by the
17 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the
18 Settlement Administrator and the time for opting out of the class has elapsed.

19 10. The Court orders the following Implementation Schedule for further proceedings:

20 a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
21 b.	Deadline for Settlement Administrator to Mail Class and PAGA Notice to Class Members and PAGA Members	45 calendar days after Order Granting Preliminary Approval
22 c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Class and PAGA Notice
23 d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline

e.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of Class and PAGA Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, Enhancement Awards, and settlement administration expenses	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Final Fairness Hearing and Final Approval	Date: Time: Department:
i.	Deadline for Defendant to fund the Maximum Settlement Amount	30 calendar days after the Effective Date (if final approval occurs without objectors, or after the 60-day appeal period has expired without appeals or challenges if any objections are not withdrawn on the record at final approval)
j.	Deadline for Settlement Administrator to distribute Settlement Awards, PAGA Shares, PAGA penalty payment, Enhancement Award, settlement administration expenses, and Attorneys' Fees and Litigation Costs (if Settlement is Effective)	35 calendar days after the Effective Date
k.	Deadline for Class Members and PAGA Members to cash Settlement Awards (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards, PAGA Shares, and Enhancement Award
l.	Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	14 calendar days after deadline for Class Members and PAGA Members to cash Settlement Awards and PAGA Shares

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m.	Settlement Administrator to provide to Class Counsel proof of payment of Settlement Awards, PAGA Shares, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, settlement administration expenses, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary
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IT IS HEREBY ORDERED.

Dated: _____

Honorable James A. Mangione

Exhibit 3

EDWIN AIWAZIAN (SBN 232943)
ARBY AIWAZIAN (SBN 269827)
JOANNA GHOSH (SBN 272479)
SELENA MATAVOSIAN (SBN 348044)
LAWYERS *for* JUSTICE, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
Email: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com
selena@calljustice.com

Attorneys for Plaintiff AMANDA SIRA

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

AMANDA SIRA, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

FOUNDATION PARTNERS GROUP, LLC,
a Delaware limited liability company; MISSION
MORTUARY, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036172-CU-OE-CTL

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

Date:

Time:

Dept.: C-75

Judge: Hon. James A. Mangione

Complaint Filed: August 21, 2023

FAC Filed: December 18, 2023

Trial Date: None Set

1 The above-referenced class action and California Private Attorneys' General Act ("PAGA")
2 representative action ("Action") having come before the Court on [REDACTED], in Department
3 C-75 before the Honorable James A. Mangione, presiding for a hearing and Order Granting Final
4 Approval of Class Action and PAGA Settlement and Judgment ("Final Order"), consistent with the
5 Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary
6 Approval Order"), filed and entered on [REDACTED], and as set forth in the Joint Stipulation
7 of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant ("Stipulation
8 of Settlement") in this Action, and due and adequate notice having been given to all Class Members
9 and PAGA Members as required in the Preliminary Approval Order, and the Court having
10 considered all papers filed and proceedings had herein and otherwise being fully informed, and
11 good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

13 1. All terms used herein shall have the same meaning as defined in the Stipulation of
14 Settlement.

15 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
16 "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in
17 California as a non-exempt employee from July 17, 2019 through [REDACTED]. The
18 Settlement Class, however, shall not include any person who previously settled or released the
19 claims covered by this Settlement, or any person who previously was paid or received awards
20 through civil or administrative actions for the claims covered by this Settlement, or any person who
21 submitted a timely and valid Request for Exclusion as provided in this Settlement. The "Class
22 Period" shall be July 17, 2019 through [REDACTED]. All Class Members who worked any
23 hours for Defendant in California during any pay period from March 13, 2022 through
24 [REDACTED] are aggrieved employees with respect to the California Private Attorneys
25 General Act ("PAGA") ("PAGA Members"). PAGA Members will be paid their PAGA Share and
26 release the Released PAGA Claims regardless of whether they submit a timely and valid Request
27 for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from,
28 or to opt out of, the Released PAGA Claims (defined below). For purposes of the Settlement and

1 this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall
2 collectively mean: (i) Defendant; (ii) each of Defendant’s respective past, present and future
3 parents, subsidiaries, partners, affiliates, brands and mortuaries, including, without limitation, any
4 corporation, limited liability company, or partnership; (iii) the past, present and future board
5 members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
6 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
7 transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual
8 or entity which could be jointly liable with any of the foregoing, including, but not limited to
9 temporary agencies, Janet de Michaelis, The Omega Society, Inc. and Mission Mortuary.

10 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
11 to this Action, including all Class Members and PAGA Members.

12 4. Distribution of the Class and PAGA Notice directed to the Class Members and
13 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
14 has been completed in conformity with the Preliminary Approval Order, including notice to all
15 Class Members and PAGA Members who could be identified through reasonable effort, and is the
16 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
17 adequate notice of the proceedings and of the matters set forth therein, including the proposed
18 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
19 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
20 Members, PAGA Members, Released Class Claims, and Released PAGA Claims, are covered by
21 and included within the Settlement and this Final Order.

22 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
23 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
24 that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards
25 and applicable requirements for final approval of this class action Settlement under California
26 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
27 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
28 *Court* (1971) 4 Cal.3d 800, 821.

1 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
2 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
3 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
4 reached as a result of arms-length negotiations and private mediation. The Court further finds that
5 the Parties have conducted investigation and research, and counsel for the Parties are able to
6 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
7 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
8 the further prosecution of the Action. The Court has reviewed the benefits that are being granted
9 as part of the Settlement and recognizes the significant value to the Class Members and PAGA
10 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
11 only.

12 7. As of the date of entry of this Final Order, each and every Released Class Claims
13 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
14 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
15 of this Final Order, the Class Representative and each and every Class Member who have not
16 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
17 prosecuting the Released Claims, except as to such rights or claims as may be created by the
18 Settlement, against Defendant and the Released Parties from any and all claims under state, federal,
19 and local law that were or could have been asserted based on the facts and allegations made in the
20 Action, and any amendments thereto, as to the Class Members, including without limitation,
21 California Labor Code sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 226.8,
22 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800,
23 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, *et*
24 *seq.*, and Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure
25 section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages,
26 hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely
27 payment of wages during employment, timely payment of wages at separation, wage statements,
28 payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period

1 premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or
2 deferred compensation benefits and/or matching benefits for payments received under the
3 Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent
4 business practices, class actions, representative actions, aggrieved party claims, declaratory relief,
5 penalties of any nature (including but not limited to waiting-time penalties), interest, fees, costs, as
6 well as all other claims and allegations alleged in the Action (collectively “Released Class Claims”)
7 from July 17, 2019 through the date the Court finally approves the Settlement (“Class Period”).
8 Expressly excluded from the release are claims for retaliation, discrimination, unemployment
9 insurance, disability, workers’ compensation, and claims outside the Released Class Claims. The
10 release of claims shall not include any claims that cannot be released as a matter of law. In addition,
11 as of the date of this Final Order, the Class Representative and the Settlement Class, and each
12 member of the Class who has not submitted a valid Request for Exclusion, are forever barred and
13 enjoined from instituting or accepting damages or obtaining relief against the Released Parties for
14 any period from July 17, 2019 through the date of preliminary approval relating to the Released
15 Class Claims.

16 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
17 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
18 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
19 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
20 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
21 the LWDA letter, including but not limited to all claims arising under the California Labor Code
22 including, but not limited to, sections 200-204, 206, 210, 218, 218.5, 221, 225.5, 226, 226.3, 226.7,
23 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
24 2800, 2802, 2698, *et seq.* as alleged in the Complaint, and the wage orders of the California
25 Industrial Welfare Commission based the facts alleged in the Actions (collectively “Released
26 PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf
27 of Plaintiff and all PAGA Members from March 13, 2022 through the date of preliminary approval
28 (“PAGA Period”), and for the entire PAGA Period, regardless of whether Plaintiff and/or a PAGA

1 Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and
2 regardless of whether any such PAGA Member opts out or attempts to exclude himself or herself
3 from the Settlement.

4 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
5 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
6 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
7 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
8 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
9 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
10 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
11 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
12 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
13 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
14 action or proceeding in any court, administrative agency or other tribunal for any purpose
15 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
16 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
17 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
18 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
19 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
20 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
21 Released Class Claims and the Released PAGA Claims.

22 10. The Court hereby enters judgment in the entire Action as of the filing date of this
23 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
24 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
25 interpretation, implementation and enforcement of the Settlement and all orders entered in
26 connection therewith pursuant to California Code of Civil Procedure section 664.6.

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1 11. The Court finds the settlement payments provided for under the Settlement to be fair
2 and reasonable in light of all of the circumstances. The Court orders the calculations and the
3 payments to be made and administered in accordance with the terms of the Settlement.

4 12. The Court hereby confirms *Lawyers for Justice, P.C.* as Class Counsel in this
5 Action.

6 13. The Court further finds that the common fund doctrine is applicable to this Action
7 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
8 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
9 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
10 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
11 Court finds the attorneys’ fees request of thirty-five percent (35%) of the Maximum Settlement
12 Amount to be appropriate compensation for Class Counsel. The attorneys’ fees request is within
13 the range that has been approved by other courts in similar cases and reasonable in light of the
14 circumstances of this Action, the substantial and beneficial results obtained on behalf of the Class,
15 and the contingent nature of the recovery over the course of this Action, which included potential
16 loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the
17 Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court
18 hereby awards Class Counsel attorneys’ fees in the amount of \$280,000.00 and attorneys’ costs in
19 the amount of \$25,000.00, from the Maximum Settlement Amount as final payment for and
20 complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class
21 Counsel and any other person or entity related to this Action. The Court further orders that the
22 award of attorneys’ fees and costs set forth in this Paragraph shall be administered pursuant to the
23 terms of the Stipulation of Settlement and made payable to and deposited into the bank account of
24 “*Lawyers for Justice, P.C.*” as Class Counsel in this Action.

25 14. The Court also hereby approves and orders payment of an Enhancement Award to
26 Plaintiff and Class Representative Amanda Sira in the amount of \$7,500.00 from the Maximum
27 Settlement Amount.

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1 15. The Court also hereby approves and orders payment in the amount of \$60,000.00
2 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
3 Workforce Development Agency.

4 16. The Court also hereby approves and orders payment in the amount of \$20,000.00
5 from the Maximum Settlement Amount to the PAGA Members.

6 17. The Court also hereby approves and orders payment from the Maximum Settlement
7 Amount for actual claims administration expenses incurred by the Settlement Administrator,
8 , in the amount of \$.

9 18. The Court also hereby approves and orders that any residue from uncashed
10 settlement award checks after the expiration date will be paid out to Koinonia Family Services, as
11 the *cy pres* recipient pursuant to California Code of Civil Procedure section 384(b); any residue
12 received by Koinonia Family Services shall be used solely for child advocacy programs within the
13 State of California pursuant to Code of Civil Procedure section 384(b).

14 19. The Court also hereby finds and orders that the Stipulation of Settlement is and
15 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released
16 PAGA Claims against Defendant and the Released Parties.

17 20. Provided the Settlement becomes effective under the terms of the Stipulation of
18 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
19 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
20 Implementation Schedule within the Preliminary Approval Order.

21 21. The Court also hereby finds that there were no objections to the Settlement raised
22 by any person on the record at the hearing on the Final Approval Order.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**
24

25 Dated: _____
26

27 Honorable James A. Mangione
28

EXHIBIT B



June 15, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: FOUNDATION PARTNERS GROUP, LLC; MISSION MORTUARY

Dear Representative:

We have been retained to represent Amanda Sira against Foundation Partners Group, LLC and Mission Mortuary (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "FPC") for violations of California wage-and-hour laws. Ms. Sira seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Sira seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

FPC employed Ms. Sira as an hourly-paid, non-exempt employee from approximately February 2021 to approximately September 2022, in the State of California.

The "aggrieved employees" that Ms. Sira may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay/commissions which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, FPC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 2-2001, and 4-2001.

FPC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Sira and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Sira and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, FPC required Ms. Sira and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, FPC failed to pay Ms. Sira and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, FPC failed to pay Ms. Sira and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, FPC did not provide Ms. Sira and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from FPC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Sira and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Sira and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Sira and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Sira and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Sira and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, FPC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Sira and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

FPC failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, FPC did not provide Ms. Sira and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 2-2001, and 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, FPC failed to pay Ms. Sira and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Sira and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, FPC failed to pay Ms. Sira and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Sira and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Sira and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by FPC. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, and the purchasing and maintenance of footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Sira seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards.

A handwritten signature in dark ink, reading "Gabriella Sole". The script is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Foundation Partners Group, LLC
c/o Cogency Global Inc.
Agent for Service of Process
1325 J Street, Ste 1550
Sacramento, CA 95814

Foundation Partners Group, LLC
c/o Asha J. Lopez
JACKSON LEWIS P.C.
Attorney
400 Capitol Mall #1600,
Sacramento, CA 95814

Mission Mortuary
c/o Ray Mish
President
11160 Stranwood Ave.,
Mission Hills, CA 91345