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 OAK PARK APARTMENTS, INC. dba BEST
 WESTERN YACHT HARBOR HOTEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

ISABEL ROGEL, an individual, on Behalf of
 Herself and All Other Similarly Situated Former
 and Current Non-Exempt Employees,

Plaintiffs,

vs.

OAK PARK APARTMENTS, INC., dba BEST
 WESTERN YACHT HARBOR HOTEL, an
 Arizona Corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: 37-2023-00041010-CU-OE-CTL

[Assigned for all purposes to Hon. Carolyn M.
 Caietti, Dept. C-70]

CLASS ACTION

**CLASS ACTION AND PAGA SETTLEMENT
 AGREEMENT**

Complaint filed: September 20, 2023
 Trial Date: Not Assigned

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
 plaintiff Isabel Rogel (“Plaintiff”) and Oak Park Apartment, Inc. dba Western Yacht Harbor Hotel
 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually
 as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant
 captioned *Isabel Rogel v. Oak Park Apartments, Inc. dba Best Western Yacht Harbor Hotel, Case No. 37-
 2023-00041010-CU-OE-CTL*, filed on September 20, 2023, in San Diego County Superior Court.

1.2 “Administrator” means Apex Class Action Administration the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means and includes all individuals who were or have been employed by Defendant in California as non-exempt employees at any time during the PAGA Period.

1.5 “Class” means all persons employed by Defendant in California and classified as non-exempt hourly employee who worked for Defendant during the Class Period.

1.6 “Class Counsel” means Solouki & Savoy, LLP.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount (“GSA”). The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA or \$66,666.67 (sixty-six thousand six-hundred sixty-six dollars and sixty-seven cents).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$25,000.00 (twenty-five thousand dollars and zero cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, email address, phone number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from September 20, 2019 through the date of preliminary approval. (“Settlement Class Period”).

1.14 “Class Representative” means the named Plaintiff Isabel Rogel in the Action seeking Court approval to serve as a Class Representative.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of San Diego.

1.17 “Defendant” means named Defendant Oak Park Apartments, Inc. dba Best Western Yacht Harbor Hotel.

1.18 “Defense Counsel” means Constangy, Brooks, Smith & Prophete, LLP.

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

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$200,000.00 (two hundred thousand dollars with zero cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 “Operative Complaint” means the First Amended Complaint to which the Parties agreed and stipulated to Plaintiff’s leave to amend, filed on April 12, 2024;

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from July 19, 2022 through July 21, 2024.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.35 “PAGA Notice” means Plaintiff Rogel’s September 20, 2023 letter to LWDA and the Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, equal to \$20,000.00, and allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiff” means Isabel Rogel, the named plaintiff in the Action.

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

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means: Defendant and all of Defendant’s subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

1
2 **2. RECITALS.**

3 2.1 On September 20, 2023, Plaintiff Rogel filed a Class Action Complaint alleging causes of
4 action against Defendant for (1) Failure to Pay Overtime Wages; (2) Failure to Pay All Hours Worked (3)
5 Failure to Provide Rest Breaks; (4) Failure to Provide Meal Breaks; (5) Waiting Time Penalties; (6) Failure
6 to Maintain Records; (7) Unfair Business Practices; (8) Failure to Indemnify; (9) Failure to Pay Minimum
7 Wage; and (10) Failure to Provide Accurate Wage Statements. On September 20, 2023, pursuant to Labor
8 Code §2699.3, subd.(a), Plaintiff Rogel gave timely notice to the LWDA and Defendant that Plaintiff
9 Rogel intended to proceed with a representative action under PAGA (LWDA-CM-982703-23). On April
10 12, 2024, the Parties stipulated to Plaintiff's leave to allow her to file a First Amended Complaint to allege
11 PAGA. As a result, Plaintiff's First Amended Complaint incorporates all ten causes of action alleged in
12 her September 20, 2023 Complaint and includes an eleventh cause of action for PAGA.

13 2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply
14 with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action
15 alleged.

16 2.3 On January 9, 2025, the Parties participated in an all-day mediation presided over by
17 Honorable Steve Denton and were able to reach an agreement on general settlement terms. The Parties
18 memorialized their agreement in a Memorandum of Understanding on February 25, 2025.

19 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
20 of, and applicable law to, the Action, including speaking to current and former employees of Defendant
21 regarding Defendant's employment policies and practices. Prior to mediation, Plaintiff also obtained and
22 analyzed a representative sampling of time and payroll data for Class Members and the necessary policy
23 documents through informal discovery to properly evaluate the strengths and weakness of the claims and
24 engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria
25 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and
26 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

27 2.5 The Court has not granted class certification because the Parties engaged in mediation
28 before any class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant will pay \$200,000 (two hundred thousand dollars with zero cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The GSA is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the GSA, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to the Class Representative, Isabel Rogel, of not more than \$10,000.00 (ten thousand dollars) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$66,666.67 (sixty-six thousand six-hundred sixty-six dollars and sixty-seven cents) and a Class Counsel Litigation Expenses Payment for actual costs, not to exceed \$25,000.00 (twenty-five thousand dollars with zero cents). Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered

1 by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
2 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the
3 Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no
4 liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class
5 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
6 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
7 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment
8 and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
9 Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

10 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$5,990.00 except for
11 a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or
12 the Court approves payment of less than \$5,990.00, the Administrator will retain the remainder in the Net
13 Settlement Amount to be distributed to Participating Class Members.

14 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a)
15 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
16 Members during the Class Period, and (b) multiplying the result by each individual Participating Class
17 Member's Workweeks.

18 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each
19 Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims
20 (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-
21 2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class
22 Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion").
23 The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
24 Participating Class Members assume full responsibility and liability for any employee taxes owed on their
25 Individual Class Payment.

26 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class
27 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The
28

1 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount
2 for distribution to Participating Class Members on a pro-rata basis.

3 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00
4 (twenty thousand dollars and zero cents) to be paid from the Gross Settlement Amount, with 75%
5 (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual
6 PAGA Payments.

7 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing
8 the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$5,000.00 by the total number
9 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b)
10 multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved
11 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

12 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating
14 Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

15 4. **SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date,
17 Defendant confirms and agrees that there is an estimated **138** Class Members who collectively worked a
18 total of **9566** workweeks during the Class Period, and **88** Aggrieved Employees who worked a total of
19 **2582** PAGA Pay Periods during the PAGA Period.

20 4.2 Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the
21 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
22 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data
23 in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
24 access to the Class Data to Administrator employees who need access to the Class Data to effect and
25 perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
26 discovers that the Class Data omitted class member identifying information and to provide corrected or
27 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which
28 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
2 Class Data.

3 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount
4 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
5 Administrator no later than 14 (fourteen) days after the Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within 14 (fourteen) days after Defendant fully
7 funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
8 Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees
9 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
10 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
11 the Class Representative Service Payment shall not precede disbursement of Individual Class Payments
12 and Individual PAGA Payments.

13 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual
14 PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check
15 shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void
16 Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will
17 send checks for Individual Settlement Payments to all Participating Class Members (including those for
18 whom the Class Notice was returned undelivered). The Administrator will send checks for Individual
19 PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as
20 Aggrieved Employees (including those for whom Class Notice was returned undelivered). The
21 Administrator may send Participating Class Members a single check combining the Individual Class
22 Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
23 must update the recipients' mailing addresses using the National Change of Address Database.

24 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
25 Members whose checks are returned undelivered without USPS forwarding address. Within seven (7)
26 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address
27 provided or to an address ascertained through the Class Member Address Search. The Administrator need
28 not take further steps to deliver checks to Class Members whose re-mailed checks are returned as

undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In the event the funds are not claimed within the required timeframe, such unclaimed and uncashed funds shall be offered and transmitted to the non-profit agency Casa Cornelia Law Center.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period and through the date of execution of this Agreement, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, claims for wrongful termination of public policy, retaliation and other tort and/or negligence based claims, claims for breach of contract or other contractual-based claims, and all equivalent claims under local, state and/or federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff

1 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
2 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
3 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

4 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
5 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
6 of section 1542 of the California Civil Code, which reads:

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

11 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, release the Released Parties from those claims alleged or which could have reasonably could have
14 been alleged based on the facts in the Operative Complaint that arose during the Class Period (the
15 "Released Class Claims"). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class
16 Members do not release any other claims, including claims for vested benefits, wrongful termination,
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
18 workers' compensation, or claims based on facts occurring outside the Class Period.

19 5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class Members
20 who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former
21 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
22 Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged,
23 based on the facts stated in the Operative Complaint and the PAGA Notice ("Released PAGA Claims").
24 The Released PAGA claims applies to claims arising during the PAGA Period only.

25 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
26 preliminary approval ("Motion for Preliminary Approval").

27 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
28 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for

Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

1 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay
2 Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the
3 forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-
4 mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed
5 Class Notice.

6 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers
7 any persons who believe they should have been included in the Class Data and should have received Class
8 Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an
9 effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be
10 Class Members entitled to the same rights as other Class Members, and the Administrator will send, via
11 email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not
12 later than 14 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice,
13 whichever are later.

14 7.5 Requests for Exclusion (Opt-Outs).

15 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
16 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 30
17 (thirty) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
18 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or
19 his/her representative that reasonably communicates the Class Member's election to be excluded from the
20 Settlement and includes the Class Member's name, address and email address or telephone number. To
21 be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

22 7.5.2 The Administrator may reject a Request for Exclusion as invalid if it fails to contain all the
23 information specified in the Class Notice. The Administrator may accept any Request for Exclusion as
24 valid only if the Administrator can reasonably ascertain the identity of the person as a Class Member and
25 the Class Member's desire to be excluded. The Administrator's determination shall be final and not
26 appealable or otherwise susceptible to challenge. If the Administrator has reason to question the
27 authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class
28 Member's identity. The Administrator shall notify Class Counsel and Defense Counsel of its pending

1 evaluation of authenticity to allow counsel the opportunity to provide any additional information, if any,
2 to assist in the evaluation. The Administrator's determination of authenticity shall be final and not
3 appealable or otherwise susceptible to challenge.

4 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
5 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by
6 all terms and conditions of the Settlement, including the Participating Class Members' Releases under
7 paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually
8 receives the Class Notice or objects to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
10 Participating Class Member and shall not receive an Individual Class Payment or have the right to object
11 to the class action components of the Settlement. Because future PAGA claims are subject to claim
12 preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees
13 are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are
14 eligible for an Individual PAGA Payment.

15 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 30 (thirty) days after the
16 Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose
17 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated
18 to the Class Member in the Class Notice. The Class Member may challenge the allocation by
19 communicating with the Administrator via fax, email or mail. The Administrator must encourage the
20 challenging Class Member to submit supporting documentation. In the absence of any contrary
21 documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice
22 are correct so long as they are consistent with the Class Data. The Administrator's determination of each
23 Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or
24 otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
25 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
26 Administrator's determination of the challenges.

27 7.7 Objections to Settlement.
28

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 30 (thirty) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

1 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
2 Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed
3 or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
4 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
5 checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
6 Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion
7 and attach copies of all Requests for Exclusion and objections received.

8 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address
9 and make final decisions consistent with the terms of this Agreement on all Class Member challenges over
10 the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not
11 appealable or otherwise susceptible to challenge.

12 7.8.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by which
13 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide
14 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
15 diligence and compliance with all of its obligations under this Agreement, including, but not limited to,
16 its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
17 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received
18 (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator
19 will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
20 responsible for filing the Administrator’s declaration(s) in Court.

21 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
22 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and
23 Defense Counsel with a final report detailing its disbursements by employee identification number only
24 of all payments made under this Agreement. At least 15 (fifteen) days before any deadline set by the Court,
25 the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
26 suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.
27 Class Counsel is responsible for filing the Administrator's declaration in Court.
28

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant confirms and agrees that there is an estimated **138** Class Members who collectively worked a total of **9566** Workweeks during the Class Period, and **88** Aggrieved Employees who worked a total of **2582** PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is greater than 10% higher than 9566 Workweeks (i.e. greater than 10,523), then the GSA will be proportionally increased by the Workweeks worked in excess of 10,523 by multiplying the excess Workweeks by the per Workweek value, or alternatively, and at Defendant's discretion, the time frame of the Class Period and PAGA Period will be limited so that they do not exceed the 10% increase. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this Settlement Agreement, there are 138 Class Members. If the number of valid Requests for Exclusion identified in the Exclusion List is equal to or greater than 24, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 20 (twenty) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

1 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by
2 a Participating Class Member, including the right to file responsive documents in Court no later than five
3 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

4 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
5 on any material change to the Settlement (including, but not limited to, the scope of release to be granted
6 by Class Members), the Parties will expeditiously work together in good faith to address the Court's
7 concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award
8 less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees
9 Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not
10 constitute a material modification to the Agreement within the meaning of this paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
13 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
14 addressing such post-Judgment matters as are permitted by law.

15 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel
17 Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all
18 Participating Class Members who did not object to the Settlement as provided in this Agreement, waive
19 all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
20 the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
21 waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an
22 objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended
23 until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that
24 do not affect the amount of the Net Settlement Amount.

25 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
27 modification of this Agreement (including, but not limited to, the scope of release to be granted by Class
28 Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work

1 together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of
2 Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after
3 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
4 Representative Service Payment or any payments to Class Counsel shall not constitute a material
5 modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement
6 Amount remains unchanged.

7 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure
8 §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

9 12. **ADDITIONAL PROVISIONS.**

10 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other
11 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
12 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
13 in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should
14 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
15 The Parties agree that class certification and representative treatment is for purposes of this Settlement
16 only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,
17 Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all
18 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
19 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
20 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection
21 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

22 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
23 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,
24 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
25 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically
26 or generally, to any person, corporation, association, government agency, or other entity except: (1) to the
27 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
28 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate

1 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena
2 issued by a state or federal government agency. Each Party agrees to immediately notify the other Party
3 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
4 Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation
5 or other communication, before the filing of the Motion for Preliminary Approval, with any third party
6 regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the
7 matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
8 communications with Class Members in accordance with Class Counsel's ethical obligations owed to
9 Class Members.

10 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
12 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
13 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
16 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
17 or by any Party.

18 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
20 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
21 to execute any other documents reasonably required to effectuate the terms of this Agreement including
22 any amendments to this Agreement.

23 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best
24 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
25 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
26 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
27 to implement the Settlement, or on any modification of the Agreement that may become necessary to
28 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

1 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
3 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
4 and discharged by the Party in this Settlement.

5 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
7 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
8 or otherwise.

9 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
13 benefit of, the successors of each of the Parties.

14 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without regard to
16 conflict of law principles.

17 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
19 the drafter or participated in the drafting.

20 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall survive the
22 execution of this Agreement.

23 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
26 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
27 legal holiday, such date or deadline shall be on the first business day thereafter.

12.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

SOLOUKI | SAVOY, LLP
Grant Savoy
Shoham K. Solouki
grant@soloukisavoy.com
shoham@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (231) 814-4940

To Defendant:

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
Guillermo A. Escobedo (SBN 206198)
gescobedo@constangy.com
Lana B. Nassar (SBN 332522)
lnassar@constangy.com
Lisa Xu (SBN 328700)
lxu@constangy.com
501 W. Broadway, Suite 800
San Diego, CA 92101
Telephone: (619) 605-6171

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

1 IT IS SO AGREED.

2
3
4 By the Parties:

5 4/8/2025

6 DATED: _____

DocuSigned by:

Isabel ROGEL

E5CCE2466188472...

Plaintiff ISABEL ROGEL

7
8
9 DATED: 4/7/25

Nick J. Novasic
Defendant OAK PARK APARTMENTS, INC. dba BEST
WESTERN YACHT HARBOR HOTEL

11 By: NICHOLAS J. NOVASIC

12 Position: PRESIDENT

13
14
15
16 Approved by counsel:

4/7/2025

17 DATED: April _____, 2025

SOLOUKI | SAVOY, LLP

DocuSigned by:

Grant Savoy

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19 BY: _____

Grant Savoy

21 Counsel for Plaintiff

22
23 DATED: April 7, 2025

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

24 BY: _____

Guillermo A. Escobedo

Lana B. Nassar

Lisa Xu

26
27
28 Attorneys for Defendant Oak Park Apartments, Inc. dba Best
Western Harbor Yacht Hotel