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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MAURICIO ARROYO VILLA, individually
and on behalf of Themselves and all other
similarly situated persons, known and
unknown,

Plaintiff,

vs.

EAH COMMUNITY HOUSING, INC.,

Defendant.

Case No.: 22-cv-07358-NC

*[For all purposes assigned to
Hon. Nathanael M. Cousins, Crt. Rm. 5]*

**CLASS AND COLLECTIVE ACTION
AND PAGA SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

Complaint Filed: November 22, 2022

This Class Action and PAGA Settlement Agreement and Release of Claims (“Agreement”) is entered into between Plaintiffs Mauricio Arroyo Villa and Angela Noble - individually and on behalf of all other similarly situated Settlement Class Members as defined below, and EAH Inc. (erroneously sued as EAH Community Housing, Inc., “Defendant”) (collectively, the “Parties” or individually as “Party”), subject to judicial approval, as provided below.

By this Agreement the Parties intend to settle the Action (defined below) and to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), subject to judicial approval of the terms set forth herein. If this Agreement is not finally approved, or is otherwise nullified, it is agreed that the Parties shall return to their positions preceding this Agreement and Defendant shall retain all rights to challenge the Plaintiffs’ claims and the certification of any class.

1. Definitions

For the purposes of this Agreement, the Parties define the following terms. Each defined term appears throughout in initial capital letters.

1.1. “Action” refers to the lawsuit entitled *Mauricio Arroyo Villa, individually and behalf of others similarly-situated, v. EAH Community Housing, Inc.* \, pending in the United States District Court for the Northern District of California (Case No. 22-cv-07358-NC). The Action is a class and collective action as well as a representative action under the Private Attorneys General Act (PAGA).

1.2. “Administrative Costs” refers to all costs associated with administration of the settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses, calculation of payments to individual class members, calculation of applicable payroll withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for any uncashed settlement checks, and any other expenses the

Settlement Administrator incurs to complete the settlement process according to the terms of this
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1 Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator.
2 The Administrative Costs will be paid from the Gross Settlement Amount, in accordance with
3 the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary
4 Approval of the Settlement.

5 1.3.1 "Agreement," "Settlement Agreement and Release," or "Settlement" shall mean
6 this Class and Collective Action and PAGA Settlement Agreement and Release of Claims, which
7 includes all Recitals herein and all attached Exhibits.

8 1.3.2 "Aggrieved Employees" means and refers to all persons who are or were
9 previously employed by Defendant in California classified as non-exempt employees at any time
10 from November 22, 2021, through the date of Preliminary Approval of the Settlement. The
11 Aggrieved Employees are ascertainable through Defendant's employment and payroll records.

12 1.4. "Class Counsel" refers to James M. Dore, Daniel Schlade, and Justicia Laboral
13 LLC, collectively. For purposes of providing any notices required under this Agreement, Class
14 Counsel shall refer to Justicia Laboral LLC c/o James Dore, 6232 N. Pulaski Avenue, Suite 300,
15 Chicago, IL 60646.

16 1.5.1 "Class Counsel Payment" refers to the amount of attorney's fees and costs that the
17 Court awards to Class Counsel for reimbursement of reasonable attorneys' fees and expenses,
18 respectively, incurred to prosecute the Action.

19 1.5.2 "Class Data" means the complete list that Defendant will diligently and in good
20 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
21 and shall include the Settlement Class Members' full names; last known mailing addresses;
22 telephone numbers; email addresses, Social Security Numbers; and dates of employment and/or
23 number of Eligible Workweeks worked in California and Hawaii as non-exempt or hourly
24 employees of Defendant during the Class Period and PAGA Pay Periods for each Settlement
25 Class Member.

26 1.6. "Class Members" refers to all persons who are or were employed by Defendant as
27 a non-exempt employee in California at any time between November 22, 2018, and preliminary
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1 approval of the settlement (the “Class Period”) who have not returned a timely Request for
2 Exclusion, attached as Exhibit B hereto. The Class Members are ascertainable through
3 Defendant’s employment and payroll records.

4 1.7 “Collective Members” refers to all persons who are or were employed by
5 Defendant in California and Hawaii at any time from November 22, 2019, and preliminary
6 approval of the settlement (the “Collective Period”), who timely return an Opt-In Form, attached
7 as Exhibit C hereto. The Collective Members are ascertainable through Defendant’s employment
8 and payroll records.

9 1.7.1 “Settlement Members” refers to all persons identified as Class Members, PAGA
10 Members, and Collective Members.

11 1.7.2 “Class Representative,” “Class Representatives,” or “Plaintiffs” refers to named
12 Plaintiffs Mauricio Arroyo Villa and Angela Noble.

13 1.8. “Class Representative Service Award” refers to the amount that the Court
14 approves to be paid to each Class Representative for efforts in prosecuting the Action on behalf
15 of the Class Members.

16 1.9. “Complaint” refers to the operative complaint filed in the Action.

17 1.10. “Consideration Period” refers to the sixty (60) calendar days following the date
18 when the Settlement Administrator mails the Notice of Class Action Settlement. The
19 Consideration Period is the period in which a Class Member can submit an Objection or a
20 Request for Exclusion from the Settlement. The Consideration Period is the period in which a
21 Collective Member can submit an Opt-In Form as described herein. Settlement Members to
22 whom Notice Packets are resent after having been returned undeliverable to the Administrator
23 shall have an additional 14 calendar days beyond the Consideration Period has expired.

24 1.11. “Court” refers to the United States District Court, Northern District of California, or
25 any other Court of competent jurisdiction presiding over this Action.

26 1.12. “Defendant” refers to EAH Inc. erroneously sued as EAH Community Housing,
27 Inc.

1.13. "Defense Counsel" or "Defendant's Counsel" means and refers to Felicia Reid, Hieu T. Williams, and Adam Maldonado of Hirschfeld Kraemer LLP.

1.14. "Effective Date" means the date by when both of the following have occurred: 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 Member objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.15. "Eligible Workweek" refers to a workweek in which a Class Member or Collective Member was employed by Defendant during the Class Period or Collective Period and received any regular pay. Any workweek in which the Class Member or Collective Member did not receive any regular pay will not be an Eligible Workweek, even if the Settlement Member received other pay (such as PTO, for example). The Parties estimate that Class Members, Collective Members, and Aggrieved Employees worked approximately 22,588 total workweeks from the beginning of the Class Period, Collective Period, and PAGA Period through the date of mediation.

1.16. "Fairness Hearing" refers to the hearing at which the Court decides whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all requirements for final approval.

1.17. "Final Approval Order" refers to the final order by the Court approving the Settlement following the Fairness Hearing.

1.18. "FLSA Release" refers to the release of claims the Settlement Members may have under claims asserted in the operative Complaint for violations of the Fair Labor Standards Act including any and all claims for restitution, including without limitation back pay, attorneys' fees and costs, interest, and liquidated damages under the FLSA.

1.19. "Gross Settlement Amount" refers to the payment Defendant is obligated to make

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1 in connection with the Agreement: \$400,000.00, not including any employer-side payroll taxes.
2 With the exception of the employer-side payroll taxes, in no event shall Defendant be obligated
3 to pay more than this amount and no part of the Gross Settlement Amount will revert to
4 Defendant. The Gross Settlement Amount includes all Individual Settlement Payments, any
5 Class Representative Service Award, the PAGA Payment, Administrative Costs, and the Class
6 Counsel Payment. Defendant shall be responsible for paying any appropriate and lawfully
7 required employer payroll taxes, except as provided below.
8

9 1.20. "Individual Settlement Payment" refers to the individual amount calculated by the
10 Settlement Administrator to distribute to each Class Member, Collective Member, and
11 Aggrieved Employee based on the method set forth in this Agreement. Individual Settlement
12 Payments shall be paid from the Net Settlement Amount.

13 1.21. "Judgment" refers to the final judgment entered by the Court in this Action
14 following the Fairness Hearing.

15 1.22. "LWDA" refers to the California Labor & Workforce Development Agency, which
16 helps to enforce the Private Attorney General Act ("PAGA"), and which will receive the LWDA
17 portion of the PAGA Payment.

18 1.23. "Net Settlement Amount" refers to the portion of the Gross Settlement Amount that
19 remains after accounting for any Class Representative Service Award, the portion of the PAGA
20 Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment. In the
21 event that the Court increases or reduces any of the above, the Net Settlement Amount shall be
22 increased or decreased accordingly. The Net Settlement Amount shall include all Individual
23 Settlement Payments, including each Settlement Member's share of payroll taxes.

24 1.24. "Notice of Class Action, Collective Action, and PAGA Settlement" or "Notice"
25 refers to the Notice of Class Action and PAGA Settlement that will be sent to the Settlement
26 Class Members, Collective Members, and Aggrieved Employees, substantially in the form
27 attached as Exhibit A.

28 1.24.1 "Notice Response Deadline" is sixty (60) calendar days from the date the Notice is
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1 mailed to the Settlement Class Members.

2 1.25. “Objection” refers to a valid written statement submitted timely by a Settlement
3 Member to the Settlement Administrator that contains (1) the name and case number of this
4 Action (or reasonable portion thereof), (2) the full name, last four digits of their social security
5 number, and current address of the Settlement Member making the Objection, (3) the specific
6 reason(s) for the Objection, and (4) all evidence and supporting papers (including, without
7 limitation, all briefs, written evidence, and declarations) for the Court to consider pertaining to
8 the Objection.
9

10 1.26. “Objector” refers to a Settlement Member who has submitted an Objection.

11 1.26.1. “PAGA” shall refer to the California Labor Code Private Attorneys General Act
12 of 2004, California Labor Code sections 2698–2699.5.

13 1.27. “PAGA Payment” refers to a \$20,000.00 payment in settlement of a claim for civil
14 penalties under the Private Attorneys General Act of 2004. 75% of the PAGA Payment shall be
15 payable to the LWDA and 25% shall be payable to the Net Settlement Amount for distribution to
16 Settlement Members.

17 1.28. “Parties” refers collectively to (1) Plaintiffs Mauricio Arroyo Villa and Angela
18 Noble, individually and on behalf of the Settlement Class Members , and (2) EAH Inc.

19 1.29. Omitted

20 1.30. “Preliminary Approval Order” refers to the order entered by the Court following a
21 Motion for Preliminary Approval of the Agreement.

22 1.31.1 “Qualified Settlement Fund (QSF)” refers to a Qualified Settlement Fund
23 managed by the Settlement Administrator for the benefit of the Settlement Class, and from which
24 the settlement payments shall be made, and which is intended to be a fund that qualifies under
25 Internal Revenue Code Section 468 and U.S. Treasury Regulation Section 468B-1.

26 1.31.2. “Release” shall mean the complete release and discharge of the “Released Class
27 Claims” by Plaintiffs and all of the Settlement Members and the complete release and discharge
28 of the “Released PAGA Claims” by Plaintiffs and all Aggrieved Employees against Defendant.

1.32. "Released Claims" or "Released Class Claims" will include all claims that were pled in the Operative Complaint and all claims that could have been alleged in the Operative Complaint based on the facts alleged therein, including, but not limited to, Defendant's alleged violation of the California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, the failure to pay overtime under the FLSA, the failure to pay overtime under the California Labor Code, the failure to pay standby or reporting time pay including any claims regarding call-back time, actual time worked, drive-time, and any other time whatsoever pertaining to call backs, reporting time, or standby time, the failure to pay waiting time penalties, the failure to timely pay wages during employment and upon termination, the failure to provide meal and rest periods and associated premium payments, failure to reimburse expenses, and the failure to issue accurate itemized wage statements, Defendant's alleged unfair business practices stemming from these alleged violations, and all claims that will be extinguished by operation of this Agreement and the events it provides for. The Released Class Claims shall apply to all Settlement Class Members who do not timely file a Request for Exclusion.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including PAGA claims for failure to pay overtime and minimum wages, failure to pay all regular rate wages due, failure to provide meal and rest periods and associated premium payments, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, and failure to maintain complete and accurate payroll records.

1.33. "Released Parties" refers to Defendant EAH Inc., each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including its respective pension, profit sharing, savings, health, and other employee

benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

1.34. "Request for Exclusion" refers to a timely, written, opt-out request signed by a Class Member who thereby elects to be excluded from this Agreement.

1.35. "Settlement Administrator" refers to Phoenix Settlement Administrators, the third-party administrator the Parties have selected, subject to Court approval.

1.36. "Settlement Class" refers to all Class Members and Collective Members who do not file a timely and valid Request for Exclusion.

1.37. "Settlement Class Member" refers to members of the Settlement Class.

2. Recitals and Procedural History

2.1. Allegations in Complaint. On November 22, 2022, Plaintiff Arroyo filed a complaint in this Action in the United States District Court for the Northern District of California individually and on behalf of a class of similarly situated employees. Plaintiff Arroyo asserted claims for (1) failure to pay overtime wages in violation of Fair Labor Standards Act ("FLSA") (29 U.S.C. §§ 201, et seq.); (2) failure to pay overtime wages violation of California law (Cal. Lab. Code §§ 223, 510, 1194, 1197.1, 1198 and Wage Order 5-2001); (3) failure to pay minimum wages and regular wages for all hours worked (Cal. Lab. Code §§ 223, 1194, 1197.1 and Wage Order 5-2001); (4) unlawful wage deductions (Cal. Lab. Code §§ 221 and 223); (5) provide meal breaks (Cal. Lab. §§ 226.7 and 512 and Wage Order 5-2001); (6) failure to provide accurate wage statements (Cal. Lab. § 226); (7) failure to reimburse for necessary expenditures (Cal. Lab. § 280); and (8) Unfair Competition (Bus. & Prof. Code § 17200).

2.2. Further Claims. Prior to the filing of the Motion for Preliminary Approval, Plaintiff Arroyo intends on filing an amended complaint to include (9) PAGA violations (Cal. Lab. §§ 2698, et seq.), and to include Angela Noble as an additional party plaintiff.

2.3. Defendant's Denials. Defendant denies (1) all the material allegations in this Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any other compensation or remedy with

1 respect to anyone on account of the claims asserted in the Action, and (4) that class certification,
2 collective action certification, or representative treatment is appropriate as to any claim in the
3 Action. Defendant contends that its policies, procedures, and practices comply with all
4 applicable laws or wage orders including those asserted in the Action.

5
6 Nonetheless, without admitting any liability or wrongdoing whatsoever and without
7 admitting that class certification, collective action certification, or representative treatment is
8 appropriate for any purpose other than for settlement, Defendant has agreed to settle the Action
9 on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of
10 litigation. Any statements by Defendant in this Agreement are made for settlement purposes
11 only.

12 2.4. Class Counsel's Investigation. Class Counsel have investigated the facts relating
13 to the claims alleged in the Action and also have analyzed all relevant defenses. Class Counsel
14 obtained the production of relevant documentation and sample data consisting of time and
15 payroll records from Defendant prior to mediation. Class Counsel interviewed Class Members
16 regarding the claims in the Action, and have examined Defendant's compliance with its policies,
17 procedures, and practices. Prior to the mediation, Class Counsel also obtained relevant class
18 information, including but not limited to: the size of the Class, the number of current and former
19 employees in the Class, the average hourly rate for Class Members during the class period, the
20 total number of workweeks worked by Class Members, time and payroll records, log-on-and-off
21 data, and call-back frequency and duration data.

22 2.5. Negotiation of Settlement. On October 30, 2023, Class Counsel engaged in
23 intensive, arms-length negotiations with Defendant at mediation with mediator Joel Grossman, a
24 seasoned wage and hour mediator with experience mediating class action matters, with a view
25 toward achieving substantial benefits for the Class Members, while avoiding the cost, delay, and
26 uncertainty of further litigation. Plaintiffs and Class Counsel urge approval by the Court of this
27 Agreement after considering: (1) the factual and legal defenses to the claims asserted, which
28 render uncertain the ultimate outcome of the Action and class certification; (2) the potential

difficulties Plaintiffs and Class Members would encounter in establishing their claims and maintaining class treatment; (3) the substantial benefits that Class Members will receive under this Agreement; (4) the fact that this Agreement provides Class Members relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal; and (5) the fact that this Agreement allows Class Members to opt out of the Settlement or otherwise oppose Settlement and individually pursue the claims alleged in the Action.

2.6. Certification of Settlement Class. This Agreement is contingent upon approval of class certification under Federal Rule of Civil Procedure 23 and collective action certification under 29 U.S.C. § 216(b) for settlement purposes only. Defendant does not waive, and instead expressly reserves, the right to challenge the propriety of class certification, collective action certification, or representative treatment for any other purpose should the Court not approve the Agreement.

2.7. Apportionment to Class Claims and Collective Claims. The Parties agree to apportion 80% of the Net Settlement Fund for the Class Members and 20% for the Collective Members.

2.8 Participation in the Class and the Collective. Any Class Members who do not opt out of the settlement waive any and all rights to participate in the settlement as a Collective Member by virtue of their participation in the Class Settlement. In the event a Class Member opts out of the Class Settlement, such member may still participate in the settlement as a Collective Member by complying with the requirements herein.

Now therefore, in consideration of the agreements set forth herein, and of the release of all Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.

3. Notice to Class and Collective Members

3.1. Content of Settlement Notice. The Settlement Notice shall be substantially in the form attached as Exhibit A and shall include the amount of the Settlement, a calculation of the Settlement Member's anticipated share of the Net Settlement Amount and the full amounts of the

1 Class Counsel Payment, Class Representative Service Awards, PAGA Payment and
2 Administrative Costs to be awarded, the terms of the release, the procedure for a Class Member
3 to opt out of the Settlement through a Request for Exclusion, the procedure for a Collective
4 Member to participate to the settlement through the return of the Opt-In Form, the procedure to
5 Object to the Settlement, and the date of the Fairness Hearing. A Class Member will not need to
6 provide a claim form in order to participate in the Settlement. An opt-in form is necessary for a
7 member of the Collective to participate in the settlement.
8

9 3.2. Settlement Administrator. The Parties have agreed to the selection and
10 appointment of a Phoenix Settlement Administrators as the Settlement Administrator to perform
11 the duties of settlement administration. The duties of the Settlement Administrator shall include,
12 without limitation, mailing notices/opt-in forms to Class/Collective Members/Aggrieved
13 Employees, obtaining any opt-out forms from the Class/Collective members, establishing a QSF,
14 obtaining appropriate tax identification number(s), calculating Individual Settlement Payments
15 (including all required tax withholdings and payments), mailing Individual Settlement Payments
16 and tax forms including Forms W-2 and 1099 to Settlement Class and Collective Members,
17 remitting all tax payments and requisite reporting documentation to taxing authorities, resolving
18 any disputes regarding the calculation or application of the formula for determining Individual
19 Settlement Payments, and the other duties associated with settlement administration, including
20 specified in this Agreement, as well as those agreed to by the Parties or otherwise ordered by the
21 Court.

22 3.3. Disputes Regarding Settlement Administration. Any and all disputes relating to
23 administration of the Settlement by the Settlement Administrator (except for disputes regarding
24 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
25 over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify
26 the Court that all payments and obligations contemplated by this Settlement Agreement have
27 been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will
28 confer in good faith to resolve the dispute without the necessity of Court intervention.

1 3.4. Class Data for the Settlement Administrator. Within fifteen (15) calendar days of
2 the entry of the preliminary approval Order, Defendant shall provide the Class Data to the
3 Settlement Administrator. The Settlement Administrator will run a check of the Settlement Class
4 Members' addresses against those on file with the U.S. Postal Service's National Change of
5 Address List. The Class Data provided to the Settlement Administrator will not be provided to
6 Class Counsel. It will remain confidential and shall be used solely to administer the Settlement.
7 Class Data will not be used or disclosed to anyone, except as required by applicable tax
8 authorities, pursuant to Defendant's express written consent, or by order of the Court. The
9 Settlement Administrator shall return the Class Data to Defendant or confirm the destruction of
10 same upon completing the settlement administration called for by this Agreement.
11

12 3.5. Mailing Materials to Class and Collective Members. Within fourteen (14)
13 calendar days of the preliminary approval of the settlement or court approval of settlement notice
14 to the class, whichever is later, the Settlement Administrator shall send: (a) the Notice to the
15 Settlement Members to their last known address via First Class U.S. Mail and last known
16 personal email address; (b) the Request for Exclusion Form to Class Members to their last
17 known address via First Class U.S. Mail; and (c) the Opt-In Form to Collective Members to their
18 last known address via First Class U.S. Mail.

19 3.6. Returned Notices. The Settlement Administrator shall take steps to ensure that the
20 Notice is received by all Settlement Class Members, including utilization of the National Change
21 of Address Database maintained by the United States Postal Service to review the accuracy of
22 and, if possible, update a mailing address. If no forwarding address is provided, the Settlement
23 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
24 search using the name, address, and/or Social Security number of the Class Member involved
25 and will then perform a single re-mailing. In the event the procedures in this Paragraph are
26 followed and the intended recipient of a Notice Packet still does not receive the Notice Packet,
27 the Class Member shall be bound by all terms of the Settlement and any Judgment entered by the
28 Court if the Settlement is approved by the Court. Notices will be re-mailed to any Settlement

1 Member for whom an updated address is located within ten (10) calendar days following both
2 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.
3 The Notice shall be identical to the original Notice, except that it shall notify the Settlement
4 Member that the exclusion (opt-out) request or objection must be returned by the later of the
5 Notice Response Deadline or fifteen (15) days after the remailing of the Notice. If a Settlement
6 Member cannot be located within two attempts at mailing, then the Notice for that Settlement
7 Member will be deemed undeliverable. It is the intent of the Parties that reasonable means be
8 used to locate Settlement Members.
9

10 3.7. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if
11 an envelope has not been returned to the Settlement Administrator within thirty (30) calendar
12 days of the mailing that the Settlement Member received the Notice.

13 3.8. Proof of Mailing/Due Diligence. At least thirty (30) calendar days prior to the
14 Fairness Hearing, the Settlement Administrator shall provide a declaration of due diligence and
15 proof of mailing with regard to mailing of the Notice to Class Counsel and Defense Counsel,
16 which they shall in turn provide to the Court.

17 3.9. Settlement Members' Rights. Each Settlement Member will be fully advised of
18 the Settlement, the ability to object to the provisions in the Settlement, and the ability to opt out
19 or request exclusion as a Class Member, and the right to opt-in as a Collective Member, subject
20 to the provisions of the Settlement. The Notice will inform the Settlement Members of the Court-
21 established deadlines for filing objections or requesting exclusion from the provisions of the
22 Settlement.
23

24 . Interim Stay of Proceedings

25 1. Pending completion of all of the prerequisites necessary to effectuate this
26 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
27 except such as are necessary to effectuate the Settlement.
28

4. Class Members' Options to Respond

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1 4.1.1. Submission of Objections and/or Requests for Exclusion. Any Class Member, other
2 than the Plaintiffs, may object to the terms of this Agreement or object to the Class Claims and
3 may appear at the Final Approval Hearing and object whether or not they have filed a written
4 objection as outlined herein.

5 (a) Objections. To object, a Class Member shall inform the Settlement Administrator, in
6 writing, of their objection, which must be postmarked by the Notice Response Deadline at the
7 address set forth in the Notice. Such objection must state, in writing, the basis for the Class
8 Member's objection and must include: (a) the Class Member's first and last name; (b) signature;
9 (c) address; (d) phone number; e) dates of employment with Defendant; (f) the last four digits of
10 the Class Member's Social Security number for verification purposes; (g) the basis for the
11 objection including any legal support and each specific reason in support of the objection, as well
12 as any documentation or evidence in support thereof; and (h) the name and address of counsel if
13 the Class Member is a represented party. If any objecting Class Member wishes to speak at the
14 Final Approval Hearing with respect to the Class Claims, that Class Member's written
15 submission should include a request to be heard, and the Court will determine whether the
16 objecting Class Member will be permitted to speak at the hearing. The Settlement Administrator
17 shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar
18 days following receipt, and the Settlement Administrator shall attach the same to the declaration
19 of due diligence it files with the Court prior to the Final Approval Hearing. Any objecting Class
20 Member remains eligible to receive monetary compensation from the Settlement. Plaintiffs and
21 Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class
22 Member and/or his/her/their counsel related to any objections to the Settlement. Submitting an
23 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
24 preserved by becoming a party of record by timely and properly intervening or filing a motion to
25 vacate the judgment under Code of Civil Procedure section 663 or under applicable federal law.
26

27 Class Members and Aggrieved Employees may not object to or opt out of the Settlement with
28 respect to the PAGA Claims. At no time will any of the Parties or their counsel seek to solicit or

1 otherwise encourage Class Members to submit written objections to the Settlement or appeal
2 from the Judgment. To the extent a timely Objection is withdrawn before final approval, such an
3 objection shall be treated as though the objection had not been made.

4 (b) Requests for Exclusion/Opt-Out Requests. Any Class Member, other than Plaintiffs,
5 may request to be excluded or “opt-out” from the Settlement Class by submitting a
6 “Request for Exclusion” to the Settlement Administrator, postmarked on or before the
7 Notice Response Deadline. The Request for Exclusion should state in words to this
8 effect: I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
9 VILLA V. EAH HOUSING INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO
10 BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
11 MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.
12

13 Any Request for Exclusion must include the full name, address, telephone number, last four
14 digits of the social security number or date of birth, and signature of the Class Member
15 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
16 Administrator at the specified address. Any such Request must be made in accordance with the
17 terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the
18 Notice Response Deadline, unless the Parties otherwise agree in writing. The postmark date will
19 be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

20 Any Class Member who timely requests exclusion in compliance with these requirements: (i)
21 will not have any rights under this Agreement with respect to the Class Claims, including the
22 right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any
23 payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this
24 Agreement, or the Judgment, with respect to the Class Claims.

25 Any Class Member who submits as Request for Exclusion in response to this Agreement
26 may not also submit an Objection and shall not receive any Individual Settlement Payment
27 unless such person is also a Collective Member and provides a valid Opt-In Form, and shall not
28 be bound by the Releases set forth in this Agreement. If a Class Member submits both a Request

1 for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate
2 the Objection. Each Class Member who fails to submit a timely, valid Request for Exclusion
3 shall be bound by the Releases for which this Agreement provides.

4 Except as specifically provided herein, Class Member responses of any kind that are
5 postmarked after the Notice Response Deadline shall not be considered absent agreement of the
6 Parties.

7
8 4.1.2. Deficiency Notices. Within ten (10) days after receipt by the Settlement
9 Administrator of each timely-submitted Request for Exclusion, the Settlement Administrator will
10 send a deficiency notice to the Class Member addressing any irregularities in the Request for
11 Exclusion (such as failure to sign or include last four digits of Social Security Number). The
12 Deficiency Notice will provide the Class Members fourteen (14) days from the mailing of the
13 Deficiency Notice to postmark a written response to cure all deficiencies. The failure of a Class
14 Member to cure all deficiencies in a timely manner shall invalidate a Request for Exclusion and
15 will not be subject to cure.

16 4.2. FLSA Opt-In. The back of all Individual Settlement Payment checks will provide
17 that Class Members who endorse their Individual Settlement Payment check by signing the back
18 of the check and depositing or cashing the check will opt-in to the FLSA Release. Specifically,
19 each check shall be affixed with the following endorsement: “By cashing this check, you are
20 releasing any and all claims, rights, causes of action and liabilities, whether known or unknown,
21 for any and all types of relief under the Fair Labor Standards Act, including without limitation
22 claims for failure to pay minimum wage, overtime, and for all hours worked, and any and all
23 claims for recovery of compensation, overtime pay, minimum wage, liquidated damages,
24 interest, and/or penalties tied to such claims, that arose or accrued at any time from November
25 23, 2018 through [Preliminary Approval Date], arising from your employment with EAH Inc.
26 Your release does not include, however, any claims, rights, causes of action or liabilities that
27 cannot be released as a matter of law.”

28 4.3.3. Tolerance of Opt-Outs—Defendant’s Right to Withdraw. If the number of Class
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1 Members who opt out by submitting Requests for Exclusion exceeds twenty percent (20%) of the
2 total number of Class Members, then Defendant may, in the exercise of its sole discretion,
3 abrogate this Agreement. Defendant's right expires thirty (30) calendar days after the expiration
4 of the Consideration Period. In the event Defendant exercises this option, the costs of
5 administration shall be borne by Defendant.

6
7 4.4.2. Waiver of Objection Rights. Any Class Member who desires to object with respect
8 to Class Claims but fails to submit a timely written Objection in the manner specified in the
9 Notice shall be deemed to have waived all objections and shall be foreclosed from objecting to
10 this Agreement, whether by appeal or otherwise. Furthermore, any Class Member who does not
11 timely and properly become a party of record by intervening or filing a motion to vacate the
12 judgment waives any and all rights to appeal from the Judgment, including all rights to any post-
13 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for
14 new trial, a motion under California Code of Civil Procedure section 473 or applicable federal
15 law, and extraordinary writs.

16 4.4.3. Responses to Objections. Counsel for any Party may file a response to any
17 objections submitted by Objecting Class Members at least five (5) calendar days before the date
18 of the Final Approval Hearing.

19 4.5. Proof of Class Members' Responses. At least thirty (30) calendar days prior to the
20 Fairness Hearing, the Settlement Administrator shall prepare a declaration to submit to the Court
21 regarding the mailing of the Notice, the inability to deliver any mailing due to invalid addresses
22 or any other relevant basis, the number of any Requests for Exclusion, and the number of any
23 Objections and the contents of the Objections.

24 4.6. Binding Effect of Settlement. Except for those Class Members who exclude
25 themselves in compliance with the procedures set forth above, all Class Members will: (a) be
26 deemed to be Final Settlement Class Members for all purposes under this Agreement; (b) be
27 bound by the terms and conditions of this Agreement, the Judgment, and the Releases set forth
28 herein; and (c) except as otherwise provided herein, be deemed to have waived all objections and

1 oppositions to the fairness, reasonableness, and adequacy of the Settlement.

2 4.7 Selection of Remedy. In the event a Class Member excludes themselves from the
3 Class Settlement, such Class Member still has rights to opt-in under the Collective Settlement.
4 Such Class Member will be required to follow the procedures to opt-in to the Collective
5 Settlement, set forth in Section 5 below. No Settlement Member may participate in the Class
6 Settlement and the Collective Settlement. A Class Member's participation in the Class
7 Settlement shall be treated as a waiver of any rights to participate in the Collective Settlement.
8

9 **5. Collective Members' Options to Respond**

10 5.1. Consideration Period.

11 5.1.1. Submission of Objections and/or Requests for Inclusion. Any Collective Member,
12 other than the Plaintiffs, may object to the terms of this Agreement or object to the Collective
13 Claims and may appear at the Final Approval Hearing and object whether or not they have filed
14 a written objection as outlined herein.

15 (a) Objections. To object, a Collective Member shall inform the Settlement
16 Administrator, in writing, of their objection, which must be postmarked by the Notice Response
17 Deadline at the address set forth in the Notice. Such objection must state, in writing, the basis for
18 the Collective Member's objection and must include: (a) the Collective Member's first and last
19 name; (b) signature; (c) address; (d) phone number; (e) dates of employment with Defendant; (f)
20 the last four digits of the Collective Member's Social Security number for verification purposes;
21 (g) the basis for the objection including any legal support and each specific reason in support of
22 the objection, as well as any documentation or evidence in support thereof; and (h) the name and
23 address of counsel if the Collective Member is a represented party. If any objecting Collective
24 Member wishes to speak at the Final Approval Hearing with respect to the Class Claims, that
25 Collective Member's written submission should include a request to be heard, and the Court will
26 determine whether the objecting Collective Member will be permitted to speak at the hearing.

27 The Settlement Administrator shall provide objections, if any, to Collective Counsel and Defense
28 Counsel within three (3) calendar days following receipt, and the Settlement Administrator shall

1 attach the same to the declaration of due diligence it files with the Court prior to the Final
2 Approval Hearing. Any objecting Collective Member remains eligible to receive monetary
3 compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees,
4 costs, or expenses incurred by any Collective Member and/or his/her/their counsel related to any
5 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
6 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
7 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
8 section 663 or applicable federal law. Collective Members and Aggrieved Employees may not
9 object to or opt out of the Settlement with respect to the PAGA Claims. At no time will any of
10 the Parties or their counsel seek to solicit or otherwise encourage Collective Members to submit
11 written objections to the Settlement or appeal from the Judgment. To the extent a timely
12 Objection is withdrawn before final approval, such an objection shall be treated as though the
13 objection had not been made.
14

15 (b) Requests for Inclusion. To receive a distribution from the Net Settlement Fund, a
16 Collective Member must return the Opt-In Form, attached as Exhibit C hereto, to the Settlement
17 Administrator. The Opt-In Form should include the full name, address, telephone number, last
18 four digits of the social security number or date of birth, and signature of the Collective Member
19 requesting inclusion. The Opt-In Form must be returned by mail to the Settlement Administrator
20 at the specified address. An Opt-In Form will be timely only if postmarked by the Notice
21 Response Deadline, unless the Parties otherwise agree in writing. The postmark date will be the
22 exclusive means to determine whether an Opt-In Form has been timely submitted. Any
23 Collective Member who does not timely return an Opt-In Form in compliance with these
24 requirements: (i) will not have any rights under this Agreement, including the right to object,
25 appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this
26 Agreement; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the
27 Class Claims.
28

Any Collective Member who submits a valid Opt-In Form shall receive her/his Individual
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1 Settlement Payment, and shall be bound by the Releases set forth in this Agreement.

2 Except as specifically provided herein, Collective Member responses of any kind that are
3 postmarked after the Notice Response Deadline may be considered invalid, as determined by
4 agreement of the Parties.

5 5.1.2. Deficiency Notices. Within ten (10) days after receipt by the Settlement
6 Administrator of each timely-submitted Opt-In Form, the Settlement Administrator will send a
7 deficiency notice to the Collective Members addressing any irregularities in the Opt-In Form, if
8 such exist. The deficiency notice will provide the Collective Members fourteen (14) days from
9 the mailing of the deficiency notice to postmark a written response to cure all deficiencies.
10

11 5.2.1 Objection Procedures. Any objection to this Agreement must contain (1) the name
12 and case number of this Action (or reasonable portion thereof), (2) the full name, last four digits
13 of their social security number, and current address of the Collective Member making the
14 Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers
15 (including, without limitation, all briefs, written evidence, and declarations) for the Court to
16 consider. Collective Members who submit an Objection remain bound by this Agreement if it is
17 approved by the Court. Class Counsel shall file any and all Objections with the Court. A
18 Collective Member is required to submit their Opt-In Form in order to submit an objection.

19 5.2.2. Waiver of Objection Rights. Collective Members who fail to submit an Objection
20 in the manner specified in the Notice shall be deemed to have waived any objection and shall be
21 foreclosed from objecting to this Agreement, whether by appeal or otherwise.

22 5.3. Proof of Collective Members' Responses. At least thirty (30) calendar days prior
23 to the Final Approval Hearing, the Settlement Administrator will prepare a declaration to submit
24 to the Court regarding the mailing of the Notice, the inability to deliver any mailing due to
25 invalid addresses, the number of Opt-In Forms received, and the number of any Objections and
26 the contents of the Objections.

27 5.4. No Interference with Collective Member Responses. Each Party agrees not to
28 encourage any Collective Member to submit an Objection and agrees not to retaliate against any

Collective Member for participating or not participating in the settlement that this Agreement contemplates.

6. Distribution of Settlement Proceeds – Administrative, Attorneys, and Incentive Payments

6.1. Administrative Costs. The Parties agree to obtain a reasonable estimate of Administrative Costs of up to \$15,000.00, and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves a lesser amount, then the other terms of this Agreement shall otherwise remain in effect. The amount of Administrative Costs is not a material term of this Agreement. If this Agreement is not finally effectuated, then any Administrative Costs incurred to date will be paid in equal parts by Defendant and Plaintiffs, except if Defendant exercises its right to abrogate the Agreement under Section 4.3.3 Defendant shall be responsible for payment of all Administrative Costs incurred.

6.2. Class Counsel Payment. Class Counsel intends to request that the Court award a Class Counsel Payment to be drawn from the Gross Settlement Amount for (a) attorneys' fees not in excess of 33.33% of the Gross Settlement, or One Hundred Thirty Three Thousand, Three Hundred Thirty Three Dollars, and Thirty Three Cents (\$133,333.33) and (b) litigation and mediation costs actually incurred in representing the interests of the Class, supported by adequate documentation as required by the Court. Class Counsel shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the amount of Class Counsel Payment that Class Counsel requests, the difference between the requested and awarded amounts will be distributed 80% to the Class Members and 20% to the Collective Members on a proportional basis relative to the size of their claims as set forth in Section 6.5.1, below.

6.2.1. Approval of Class Counsel Payment Not Material. The Court's approval of the Class Counsel Payment in the amount requested is not a material term of this Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

6.2.2. Timing of Class Counsel Payment. The Settlement Administrator shall issue the CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS
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1 Class Counsel Payment within fifteen (15) calendar days after the Effective Date. Within ten
2 (10) calendar days after the Effective Date, Class Counsel shall transmit instructions to the
3 Settlement Administrator as to how any approved attorneys' fees and costs shall be paid. The
4 Settlement Administrator will pay to Justicia Laboral LLC, the awarded Class Counsel Payment
5 and Justicia Laboral LLC will provide a completed Form W-9 to the Settlement Administrator
6 before the payment is made. Class Counsel shall be solely responsible for paying all applicable
7 taxes on any Class Counsel payment and shall indemnify and hold harmless Defendant from any
8 claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel payment.
9

10 6.3. Class Representative Service Award. Class Counsel intends to request that the
11 Court awards Class Representative Service Awards in the following amounts, to be drawn from
12 the Gross Settlement Amount: Seven Thousand Five Hundred Dollars (\$7,500.00) to Named
13 Plaintiff Mauricio Arroyo Villa and Seven Thousand Five Hundred Dollars (\$7,500.00) to
14 Named Plaintiff Angela Noble. The Class Representative Service Awards would be in addition
15 to the Class Representatives' Individual Settlement Payments. To the extent that the Court
16 approves less than the requested Class Representative Service Award amounts that Class
17 Counsel has requested, the difference between the requested and awarded amounts will be
18 distributed to Settlement Class Members on a proportional basis relative to the size of their
19 claims as set forth in Section 5.5.1, below.

20 6.3.1. Class Representative Service Awards Not Material. The Court's approval of Class
21 Representative Service Awards is not a material term of this Agreement. If the Court does not
22 approve or approves only a lesser amount than that requested for a Class Representative Service
23 Awards, then the other terms of this Agreement shall still remain in effect.

24 6.3.2. Timing of Class Representative Service Awards. The Settlement Administrator
25 shall pay any Class Representative Service Awards within fifteen (15) calendar days after the
26 Effective Date, and shall issue an IRS Form 1099 to the Class Representatives. The Class
27 Representatives shall be solely responsible for paying all applicable taxes on any Class
28 Representative Service Awards and shall indemnify and hold harmless Defendant from any

claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Awards.

6.4. PAGA Payment. The Parties will seek approval for a Ten Thousand Dollar (\$20,000.00) PAGA Payment. Seventy-five percent (75%) of the PAGA Payment will be drawn from the Gross Settlement Amount and paid to the LWDA, and twenty-five percent (25%) will be allocated to the Net Settlement Amount.

6.4.1. Amount of PAGA Payment Not Material. Any change in the requested PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall still remain in effect. However, some approval of a PAGA Payment is a material term of the Settlement and this Agreement. If the Court does not approve a PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable. In the event Defendant exercises this option, the costs of administration shall be borne by Defendant.

6.4.2. Timing of PAGA Payment. The Settlement Administrator shall pay seventy-five percent (75%) of any approved PAGA Payment to the LWDA within fifteen (15) calendar days after the Effective Date.

7. Distribution of Settlement Proceeds – Class and Collective Members

7.1 Individual Settlement Payments. All Settlement Members shall be entitled to Individual Settlement Payments consisting of a share of the Net Settlement Amount, in accordance with the formula set forth below:

7.1.1. The Net Settlement amount shall be apportioned as 80% for Class members who do not exclude themselves and 20% for Collective Members who opt-in to the settlement. Each individual Class and Collective Member's payment shall be made from the respective apportioned fund.

7.1.2. Calculation of Amount. Each Class and Collective Member will be eligible to receive a portion of the Net Settlement Amount based on the following formula:

The Net Settlement Amount shall be allocated to each Settlement Member based on their

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1 proportionate Workweeks Worked during the Class or Collective Period. This is determined by
2 multiplying the Net Settlement Amount by a fraction, the numerator of which is the Final
3 Settlement Member's total Workweeks Worked during the Class or Collective Period, and the
4 denominator of which is the total Workweeks Worked by all Final Settlement Members during
5 the Class or Collective Period. If there are any timely submitted Requests for Exclusion, the
6 Settlement Administrator shall proportionately increase the Individual Settlement Amounts for
7 each Final Settlement Class Member so that the amount actually distributed to the Final
8 Settlement Class Members equals 100% of the Net Settlement Amount allocated toward the
9 Released Class Claims.
10

11 Defendant's records regarding the number of Workweeks Worked for each Settlement
12 Member shall be used for purposes of calculating Individual Settlement Payments. The Notice
13 will include an Employee Information Sheet for each Settlement Member showing how much
14 they are expected to receive based on this formula and their number of eligible Workweeks
15 Worked. The Employee Information Sheet in the Notice will also provide the Settlement
16 Members an opportunity to dispute the number of Workweeks Worked indicated on the
17 Employee Information Sheet. Such dispute must be made no later than twenty one (21) calendar
18 days from the latter of the date of the mailing or re-mailing of the Notice. Defendant and/or the
19 Settlement Administrator shall review any documentation provided by the Settlement Member to
20 determine whether there was an error in the number of Eligible Workweeks calculated, and
21 adjust any payment to be allocated if necessary.
22

23 To the extent the total value of all claims is less than 100% of the Net Settlement
24 Amount, the unclaimed portion will be allocated to Settlement Members who cashed the first
25 check on a proportional basis relative of the size of their claims. Each employee's calculation in
26 connection with these unclaimed funds will include the employee paying both the employee and
27 employer side of payroll taxes.
28

For the Aggrieved Employees, the Administrator will calculate each Individual PAGA
Payment by (a) dividing 25% of the PAGA Allocation by the total number of PAGA Period Pay
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1 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
2 result by the number of PAGA Period Pay Periods worked by each Aggrieved Employee.
3 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
4 Individual PAGA Payment.

5 If the Court approves PAGA Penalties of less than the amount requested, the
6 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
7 report the Individual PAGA Payments on IRS 1099 Forms.
8

9 7.1.2. Timing of Individual Settlement Payments to Settlement Members. The Settlement
10 Administrator shall issue Individual Settlement Payments no later than fifteen (15) business days
11 after the Effective Date. Any checks from the first distribution that are not cashed within one-
12 hundred-eighty (180) calendar days from the date of the mailing of the checks shall be cancelled
13 and said cancellation shall not affect the validity of the Release of claims provided for herein and
14 the Settlement Member shall be deemed to, nevertheless, be bound by the Release of claims
15 provided herein.

16 In the event the amount of the uncashed check proceeds is less than \$5,000, the
17 unclaimed proceeds will be allocated to California Rural Legal Assistance, Inc. In the event the
18 amount of the uncashed check proceeds is greater than \$5,000, the unclaimed proceeds will (not
19 later than two hundred (200) calendar days from the date of mailing of the checks) will be
20 allocated to Settlement Class/Collective Members who cashed the first check on a proportional
21 basis relative of the size of their claims. Any checks from the second distribution that are not
22 cashed within one-hundred-eighty (180) calendar days from the date of the mailing of the second
23 distribution of checks shall be canceled or voided and the Settlement Administrator shall pay
24 over the amount represented by the checks, including any otherwise unpaid interest accumulated
25 in the Qualified Settlement Fund, to California Rural Legal Assistance, Inc.

26 7.1.3. Tax Allocation of Individual Settlement Payment to Class/Collective Members.
27 Each Individual Settlement Payment will be allocated as 25% to wages and 75% to interest and
28 penalties, which represents the Parties' good faith allocation based on the claims asserted and

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1 potential damages related to wages and interest and penalties. In accordance with law, the
2 Settlement Administrator will make required tax withholdings from each Individual Settlement
3 Payment on the portion designated as wages and will remit the withholding to the appropriate
4 taxing authorities. The Settlement Administrator shall issue any necessary Form W-2 and 1099
5 statements to Settlement Class/Collective Members for their respective Individual Settlement
6 Payments. Settlement Class/Collective Members shall be solely responsible for paying all other
7 applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold
8 harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or
9 interest arising as a result of Individual Settlement Payments. 7.1.4. Tax Allocations of Individual
10 Settlement Payments Not Material. The Court's approval of the allocation of Individual
11 Settlement Payments set forth above is not a material term of this Agreement. If the Court does
12 not approve or approves a different allocation of the Individual Settlement Payments, then the
13 other terms of this Agreement shall still remain in effect.

14
15 7.2. Final Funding of Gross Settlement Amount. Defendant shall make a one-time
16 deposit into the QSF of the Settlement Amount that is necessary to make all payments required
17 under this Settlement, within ten (10) calendar days after the Effective Date. Separately but on
18 this same date (30 calendar days after Effective Date), Defendant shall pay its share of employer
19 payroll taxes as calculated and directed by the Settlement Administrator and set forth herein.

20 7.3. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under
21 no circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement
22 Class Members will not have to make a claim to receive an Individual Settlement Amount.
23 Individual distributions, in the form of Individual Settlement Amounts, will be made directly to
24 each Final Settlement Class Member. The Settlement Administrator shall be responsible for
25 accurately and timely reporting any remittance obligations with respect to unclaimed funds as a
26 result of a Final Settlement Class Member not cashing an Individual Settlement Amount by the
27 check cashing deadline, as set forth herein.

28 7.4. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and

adequate, and will so represent same to the Court.

7.5. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

7.6. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

8. Releases

8.1. Releases by Settlement Members. Upon the Effective Date of this Settlement, Plaintiffs and each Final Settlement Class Member, together and individually, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, shall be deemed to have fully, forever, and completely released and discharged all of the Released Parties from, or any of them, from each of the Released Class Claims arising during the Class Period. which include without limitation all claims referenced in Paragraph 1.32 as well as any other claims which reasonably relate in any way to the allegations and claims asserted in the Complaint including the failure to pay overtime compensation (Cal. Lab. Code §§ 510, 1194, 1198, 1199, and Wage Order 5-2001); failure to reimburse business expenses (Cal. Lab. Code § 2802); failure to pay minimum wages and regular wages for all hours worked (Cal. Lab. Code §§ 223, 1194, 1197.1 and Wage Order 5-2001); unlawful wage deductions (Cal. Lab. Code §§ 221 and 223); failure to provide compliant meal breaks (Cal. Lab. §§ 226.7 and 512 and Wage Order 5-2001); failure to provide compliant rest periods (Cal. Lab. § 226.7 and Wage Order 5-2001); failure to provide accurate itemized wage statements (Cal. Lab. § 226(a)); failure to pay all wages owed upon termination in

1 violation of Cal. Lab. Code §§ 201- 203; violations of the PAGA (Cal. Lab. § 2698, et seq.);
2 Unfair Competition (Bus. & Prof. Code § 17200); violations of the FLSA (29 U.S.C. §§ 201, et
3 seq.); claims for restitution and other equitable relief, liquidated damages, punitive damages, off
4 the clock work, rounding/grace period, overtime, minimum wage, interest, wages, on call time,
5 meal and rest period penalties, waiting time penalties, penalties of any nature whatsoever, any
6 other benefit claimed on account of the allegations asserted in the operative Complaint . This
7 release shall extend through the date of Final Approval.
8

9 In addition to the claims enumerated above, each member of the Final Settlement Class
10 shall release and forever waive any and all claims the Final Settlement Class Member may have
11 under claims asserted in the Complaint for violations of the Fair Labor Standards Act; and any
12 and all claims for restitution, including without limitation back pay, attorneys' fees and costs,
13 interest, and liquidated damages under the FLSA .

14 As to the Released Claims only, each Settlement Class Member waives all rights
15 provided by California Civil Code section 1542, which states:

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

20 8.2. Additional Release by Each Class Representative. As a material inducement to
21 Defendant to enter into this Settlement Agreement, in addition to Class Representatives' release
22 of the Released Class Claims and Released PAGA Claims as discussed herein Class
23 Representatives do hereby, for themselves and for their respective spouses, domestic partners,
24 marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,
25 legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives,
26 forever completely release and discharge the Released Parties from any and all charges,
27 complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies,
28 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses

1 (including for back wages, statutory penalties, civil penalties, liquidated damages, exemplary
2 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of
3 time through the execution of this Stipulation, whether known or unknown, suspected or
4 unsuspected, concealed or hidden, including but not limited to all claims arising out of, based
5 upon, or relating to Class Representatives' employment with Defendant or the remuneration for
6 or termination of such employment (collectively, the "Class Representatives' Claims").

7 Without limiting the generality of the foregoing, Class Representatives also expressly
8 release all claims or rights against Released Parties arising out of or relating to alleged violations
9 of any contracts, express or implied (including but not limited to any contract of employment);
10 any contract or covenant of good faith and fair dealing (express or implied); any tort, including
11 but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code
12 section 970, negligent infliction of emotional distress, intentional infliction of emotional distress,
13 defamation, "retaliation" claims and claims for violation of public policy, any claim for improper
14 or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid
15 vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off the
16 clock" work under federal and state law, including, but not limited to, California Labor Code
17 Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages,
18 or penalties pursuant to California Labor Code Section 226, meal period and rest break payments
19 and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide
20 itemized wage statements pursuant to California Labor Code Section 226, statutory or civil
21 penalties pursuant to California Labor Code Sections 210, failure to indemnify for business
22 expenses pursuant to Labor Code section 2802, failure to provide one day of rest in seven pursuant
23 to California Labor Code Sections 551 and 552, any other claim under the California Labor Code,
24 including but not limited to any claims for whistleblower retaliation under Labor Code section
25 1102.5, unfair competition and unfair business practices pursuant to Business and Professions
26 Code Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and
27 California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs,
28 including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private

1 Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or
2 breach of any other state or federal statute, rule, and or regulation; including all applicable
3 Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not
4 limited to, any claim for restitution, equitable relief, interest, penalties, costs, or attorneys' fees
5 in connection with any of the foregoing, negligent infliction of emotional distress, intentional
6 infliction of emotional distress, and defamation; any "wrongful discharge," "constructive
7 discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal
8 restrictions on Defendant's right to discharge employees; and any federal, state, or other
9 governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the
10 Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or
11 harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. §
12 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and California Labor Code 1197.5
13 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability
14 discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical
15 leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900 *et seq.*
16 (discrimination or harassment in employment and/or housing, including discrimination or
17 harassment based on race, religious creed, color, national origin, ancestry, disability, marital
18 status, sex (including pregnancy), or age, including retaliation for reporting discrimination or
19 harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 *et seq.*
20 (family/medical leave); (8) California Labor Code, including Section 1720 *et seq.*, or any
21 Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion,
22 sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age
23 discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap
24 discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security
25 Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code; (15) the
26 California Labor Code; (16) the California Constitution; (17) the National Labor Relations Act;
27 and (18) any other federal, state, or local statute or legislation.

28 Class Representatives expressly waive and relinquish all rights and benefits afforded by

1 Section 1542 of the Civil Code of the State of California and does so understanding and
2 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of
3 the State of California states:

4
5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
6 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
7 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
8 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
9 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
10 WITH THE DEBTOR OR RELEASED PARTY.

11 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
12 full and complete release and discharge of all parties, Class Representatives, and Class Counsel
13 expressly acknowledge that this Settlement Agreement is intended to include in its effect, without
14 limitation, all claims that Class Representatives knew of, as well as all claims that they do not
15 know or suspect to exist in their favor against the Released Parties, or any of them, for the time
16 period from the beginning of time to the execution of this Settlement Agreement, and that this
17 Settlement Agreement contemplates the extinguishment of any such Class Representatives'
18 claims.

19
20 This release from the Class Representatives is only effective upon the Court granting
21 Final Approval of the Settlement and only applies to claims that may be released as a matter of
22 law. This release does not include any claims of retaliation for termination of employment based
23 the Class Representatives' participation in the Action. This release also does not include future
24 claims that arise after final approval.

25 8.3. Settlement is Contingent Upon Release of Claims. This Agreement is conditioned
26 upon the Releases by the Final Settlement Class Members and Plaintiffs as described herein, and
27 upon covenants by the Final Settlement Class Members and Plaintiffs that they will not
28 participate in any actions, lawsuits, proceedings, complaints, or charges in any court or before

any administrative body related any claims they have released under this Settlement.

8.4 Each Final Settlement Class Member will be deemed to have made the foregoing Release as if by manually signing it.

8.5. Upon the Effective Date of this Settlement, Plaintiffs, the LWDA, and each Aggrieved Employee, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Release Period.

8.6 Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

8.7 Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Final Settlement Class Members shall be so notified in the Notice. This paragraph does not apply to any Settlement Class Member who timely and validly opts out of the Settlement for purposes of Class Claims.

8.8 Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claims, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by the LWDA to obtain recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims.

9. Settlement Approval Procedure

9.1. Preliminary Approval. Within thirty (30) calendar days of execution of this Agreement or within 30 days of filing the anticipated amended complaint (whichever is later), Plaintiffs shall move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Fairness Hearing on the issue of whether this Settlement should be

1 finally approved as fair, reasonable, and adequate as to the Class Members and a hearing on fees,
2 costs, and the Service Payment;

3 (b) Approving as to form and content the proposed Notices attached hereto as
4 Exhibits A and B, respectively;

5 (c) Directing the mailing of the Notices by first class mail to the Settlement
6 Members;

7 (d) Preliminarily approving this Settlement; and

8 (e) Preliminarily certifying the class and collective for purposes of this Settlement..

9
10 In so doing, Class Counsel shall include the bases for demonstrating that the settlement
11 amounts listed herein are reasonable in light of the facts and controlling authorities pertaining to
12 the claims alleged. Class Counsel shall also accompany their motion with a declaration
13 discussing the risks of continued litigation and the decision that the best interests of the
14 Settlement Members are served by the terms of this Agreement. Defendant shall have a
15 reasonable opportunity to review and comment on the Motion for Preliminary Approval of Class
16 and Collective Action Settlement prior to its filing. In accordance with section 2699(1)(2) of the
17 California Labor Code, Plaintiffs shall provide a copy of this Settlement Agreement to the
18 LWDA on the same day that Plaintiffs file their motion for Preliminary Approval of this
19 Settlement with the Court.

20 9.1.1 Modifications. In the event the Court refuses, on its first hearing, to approve this
21 Agreement, the Parties shall cooperate in good faith to address any issues raised by the Court. If
22 there are nonmaterial changes that do not affect the terms and non-class payments to Plaintiffs,
23 Class Counsel and Defense Counsel shall have authority to modify this Agreement without
24 additional signatures of the Parties.

25 9.2. Final Approval. Plaintiffs shall submit to the Court a Motion for Final Approval,
26 which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to
27 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the
28 terms of the Agreement be carried out, (e) approving consent to join for FLSA claims those who

1 opted-in and (f) retaining jurisdiction to oversee enforcement of this Agreement and the Court's
2 orders. Defendant shall have a reasonable opportunity to review and comment on the Motion for
3 Final Approval prior to its filing.

4 9.3. Motion for Class Counsel Payment. Along with the Motion for Final Approval,
5 Class Counsel may file a motion for Court approval of an attorneys' fees and costs award in the
6 amount of (a) up to thirty percent (33.33%) of the Gross Settlement Amount (or \$133,333.33)
7 and (b) litigation costs actually incurred in representing the interests of the Class, supported by
8 adequate documentation.

9 9.4. Motion for Class Representative Service Awards. Along with the Motion for Final
10 Approval, Class Counsel may file a motion for Court approval of Class Representative Service
11 Awards in the amount of: Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Mauricio
12 Arroyo Villa and Seven Thousand Five Hundred Dollars (\$7,500) to Angela Noble.

13 9.5. Timing of Judgment. After the Final Approval Order, the Parties shall request that
14 the Court (a) enter Judgment in accordance with this Agreement, without further fees or costs,
15 and (b) enter an Order permanently enjoining all members of the Final Settlement Class from
16 pursuing or seeking to reopen claims that have been released by this Agreement.

17 9.6. Appeal Rights. Only a valid Objector has the right to appeal the Judgment, if the
18 Judgment is in accord with this Agreement. Each Class Representative and Class Counsel hereby
19 waive any right to appeal any judgment, ruling, or order in this Action, including, without
20 limitation, any Final Approval Order and any Judgment in the Action. This waiver includes all
21 rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a
22 motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment
23 therefore will become non-appealable at the time it is entered. The waiver of appeal does not
24 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
25 proceedings.

26 9.7. Schedule of contemplated events. By way of review, the events contemplated by
27 the settlement approval procedure are as follows:
28

CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF
CLAIMS
CASE NO.: 22-CV-07358-NC

Event	Anticipated Deadline
Defendant to provide current class list to Settlement Administrator	Within 10 calendar days of the latter of preliminary approval of this settlement or court approval of settlement notice to the class
Settlement Administrator to mail Notice of Class/Collective Action Settlement	Within 21 calendar days of the latter of preliminary approval of this settlement or court approval of settlement notice to the class
Last day for class/collective members to dispute their number of Eligible Workweeks	45 calendar days from date that Notice of Class Action Settlement is mailed or re-mailed
Last day for class members to submit Requests for Exclusion or Objections	45 calendar days from date that Notice of Class Action Settlement is mailed or re-mailed
Last day for collective members to submit Opt-in Forms	45 calendar days from date that Notice of Class/Collective Action Settlement is mailed or re-mailed
Settlement Administrator to report to Class Counsel on Requests for Exclusion, Objections, Opt-ins, and other results of class notice	60 calendar days from date that Notice of Class Action Settlement is mailed
Deadline for Class Counsel to move for Final Approval, attorneys' fees and	14 calendar days before the Class Member Objection/Exclusion deadline

costs, and Class Representative Service

Awards

Hearing on Final Approval and on motion	To be set by the Court
for Class Counsel Payment and Class	[the Parties to request a date to be set that is
Representative Service Award	approximately 90 days after the Court grants
	preliminary approval of this settlement or court
	approval of settlement notice to the class]

10. Miscellaneous

10.1. Materiality of Terms. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will be, at Defendant’s sole discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court’s refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give Class Counsel or any Settlement Member any basis to abrogate this Agreement.

10.2. No Tax Advice. Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

10.3. Language of Settlement Documents. All settlement-related documents to be filed with the Court or sent to Final Settlement Class Members must be approved by all Parties before being filed or sent.

10.4. Parties’ Authority. The signatories hereto represent that they are fully authorized to bind the Parties to all the term of this Agreement. The Parties agree that Settlement Members are so numerous that it is impossible or impractical to have each Settlement Member execute this

CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

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1 Agreement. This Agreement may be executed on behalf of Settlement Members by the Class
2 Representative.

3 10.5. Entire Agreement. This Agreement, which includes its Definitions, Recitals, and
4 all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes
5 all prior and contemporaneous negotiations and understandings between the Parties.
6

7 10.6. Counterparts. This Agreement may be executed in counterparts, and each
8 counterpart signed and delivered shall be deemed an original, and when taken together with other
9 signed counterparts, signed and delivered shall constitute one signed Agreement, which shall be
10 binding upon and effective as to all Parties.

11 10.7. Facsimile or Scanned Signatures. A Party may sign and deliver this Agreement by
12 signing on the designated signature block and transmitting that signature page via facsimile or as
13 an attachment to an email to counsel for the other Party. Any such signature shall be deemed an
14 original for purposes of this Agreement and shall be binding upon the Party who transmits the
15 signature page.

16 10.8. Waivers and Modifications to Be in Writing. No waiver, modification, or
17 amendment of this Agreement—whether purportedly made before or after the Court’s approval
18 of this Agreement—shall be valid unless it appears in a writing signed by or on behalf of all
19 Parties, and then shall be valid subject to any required Court approval. Any failure by any Party
20 to insist upon the strict performance by the other Party of any provision of this Agreement shall
21 not be deemed a waiver of future performance of the same provisions or of any other provision
22 of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to
23 insist upon the specific performance of any provision of this Agreement. The time periods and
24 dates provided in this Agreement with respect to giving of notices and hearings are subject to
25 Court approval and modification by the Court or by written stipulation of Class Counsel and
26 Defense Counsel.

27 10.9 Construction. Each Party participated jointly in the drafting of this Agreement,
28 and its terms are not intended to be, and shall not be, construed against any party by virtue of
CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF
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1 draftsmanship.

2 10.9.1. Exhibits Incorporated by Reference. This Agreement include the terms set forth in
3 any attached exhibit. Any exhibit to this Agreement is an integral part of it.

4 10.9.2 Headings. The headings within this Agreement appear for convenience of
5 reference only and shall have no effect upon the construction or interpretation of any part of this
6 Agreement.

7 10.9.3. Invalidity of Any Provision. Before declaring any provision of this Agreement
8 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
9 consistent so as to render all provisions of this Agreement enforceable.

10 10.10 Duty to Cooperate. Each Party, upon the request of another, agrees to perform
11 such acts and to execute and to deliver such documents as are reasonably necessary to carry out
12 this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid
13 unnecessary Administrative Costs.

14 10.11. No Prior Assignments or Undisclosed Liens. Each Class Representative and the
15 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise
16 disposed of any Released Claim or claim to attorneys' fees and costs award to be paid under this
17 Agreement. Each Class Representative and the Class Counsel further represent and warrant that
18 there are not any liens or claims against any amount that Defendant is to pay under this
19 Agreement. Each Class Representatives and Class Counsel agree to defend, to indemnify, and to
20 hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses,
21 including reasonable attorneys' fees, resulting from a breach of these representations or from any
22 lien or assignment.

23 10.12. Waiver of Right to Request Exclusion by Class Representative. Each Class
24 Representative, by signing this Agreement, agrees not to request exclusion from the Settlement.
25 Each Class Representative, by signing this Agreement, further represents that they have no
26 objection to the terms of the Agreement and they believe the terms to be fair, reasonable and
27 adequate.
28

1 10.13. Confidential Information. Class Counsel will destroy all confidential documents
2 and information provided by Defendant within 60 calendar days after the completion of the
3 administration of this Agreement. Class Counsel further agrees that none of the information
4 provided by Defendant shall be used for any purpose other than prosecution of this Action.

5 10.14. Publicity. Neither Plaintiffs nor Class Counsel will publicize the Settlement in any
6 way prior to preliminary approval. Nothing in this Stipulation shall preclude Class Counsel from
7 communicating with members of the Settlement Class after preliminary approval, and after
8 preliminary approval Class Counsel is permitted to post court-filed documents on their website
9 for viewing by the Settlement Class. However, the Parties, Class Counsel and Defense Counsel
10 agree to make no comments to the media or otherwise publicize the terms of the Settlement.

11 10.15. Continuing Jurisdiction. The Court shall retain jurisdiction over the
12 implementation of this Agreement as well as any matter arising out of, or related to, the
13 implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of
14 this Agreement without the consent of all Parties.

15 10.16. Disputes. If the Parties dispute the interpretation of this Agreement, they shall first
16 attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
17 unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the
18 mediator, and all parties will bear their own fees and costs.

19 10.17 Governing Law. All terms of this Agreement shall be governed by and interpreted
20 according to California law

21 10.18. Full and Complete Defense. This Agreement may be pleaded by any Released
22 Party as a full and complete defense to and may be used as the basis for an injunction against, any
23 action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted,
24 asserting any Released Claim. The Parties agree to the admissibility of this Agreement in any
25 subsequent action involving the prosecution of any Released Claim.

26 10.19. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
27 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
28

1 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
2 compromise to avoid further substantial expense and the inconvenience and distraction of
3 protracted litigation. Defendant has considered the uncertainty and risks inherent in litigation, and
4 without conceding any infirmity in the defenses that they have asserted or could assert against
5 Plaintiffs, have determined that it is desirable and beneficial that Plaintiffs' claims be settled in
6 the manner and upon the terms and conditions set forth in this Agreement.

7 10.20. Inadmissibility of Agreement. Whether or not the Court issues the Final
8 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,
9 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
10 the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered
11 into this Settlement Agreement with the intention of avoiding further disputes and litigation with
12 the attendant inconvenience and expenses. This Settlement Agreement is a settlement document,
13 and it, along with all related documents such as the notices, and motions for preliminary and final
14 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of
15 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to
16 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for
17 class certification as part of this Settlement Agreement is for settlement purposes only and if, for
18 any reason the settlement is not approved, the stipulation will be of no force or effect.

19 SO AGREED:

20 REST OF PAGE PURPOSELY LEFT BLANK

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22 SIGNATURE PAGE FOLLOWS
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4 **APPROVAL AND EXECUTION BY PARTIES.**
5
6

7
8 Dated: February _____, 2024

9 Plaintiff Mauricio Villa Arroyo
10

11
12 Dated: February _____, 2024

13 Plaintiff Angela Noble
14

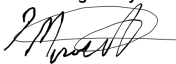
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17 Dated: February 9 _____, 2024



18 Defendant, EAH Inc.
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APPROVAL AND EXECUTION BY PARTIES.

Dated: February 13, 2024

DocuSigned by:

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Plaintiff Mauricio Villa Arroyo

Dated: February _____, 2024

Plaintiff Angela Noble

Dated: February _____, 2024

Defendant, EAH Inc.

APPROVAL AND EXECUTION BY PARTIES.

Dated: February _____, 2024

Plaintiff Mauricio Villa Arroyo

Dated: February 13, 2024

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Plaintiff Angela Noble

Dated: February _____, 2024

Defendant, EAH Inc.

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EXHIBIT A

1
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3
4 NOTICE OF CLASS ACTION, COLLECTIVE ACTION, AND PAGA SETTLEMENT

5 PLEASE READ THIS NOTICE CAREFULLY

6 IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN
7 CONNECTION WITH YOUR EMPLOYMENT BY **EAH, INC. AND/OR EAH HOUSING,**
8 **INC.** (REFERRED TO AS “EAH” HEREIN).
9

10 **CLASS MEMBERS** - IF YOU DO NOT WANT TO PARTICIPATE IN THE
11 SETTLEMENT, YOU MUST RETURN YOUR COMPLETED ELECTION NOT TO
12 PARTICIPATE IN SETTLEMENT FORM (“ELECTION NOT TO PARTICIPATE”), DATED,
13 SIGNED, AND POSTMARKED BY NOT LATER THAN [REDACTED]
14 , 2024 [INSERT DATE 45 DAYS AFTER NOTICE], OR ELSE YOU WILL BE BOUND
15 BY THE SETTLEMENT.

16 IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ
17 THE ENCLOSED SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR
18 IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR
19 EMPLOYMENT WITH EAH IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO
20 DO ANYTHING, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A
21 LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF
22 ANY PART OF THE SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT
23 TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE
24 INSTRUCTIONS IN THIS NOTICE. IF YOU WISH TO OBJECT TO THE SETTLEMENT,
25 YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

26 **COLLECTIVE MEMBERS** - IF YOU WANT TO PARTICIPATE IN THE
27 SETTLEMENT, YOU MUST RETURN YOUR COMPLETED OPT-IN FORM (“OPT-IN
28 FORM”), DATED, SIGNED, AND POSTMARKED BY NOT LATER THAN
CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF
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CASE NO.: 22-CV-07358-NC

1 _____, 2024 [INSERT DATE 45 DAYS AFTER NOTICE], OR
2 ELSE YOU WILL NOT RECEIVE PAYMENT UNDER THE SETTLEMENT. IF YOU WISH
3 TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED
4 SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR IDENTIFYING
5 INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH EAH IS
6 CORRECT. IF IT IS CORRECT, YOU WILL STILL NEED TO RETURN THE OPT-IN FORM
7 TO RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT
8 GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF THE SETTLEMENT
9 INFORMATION SHEET IS INCORRECT, RETURN IT TO THE SETTLEMENT
10 ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE. IF
11 YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS
12 IN THIS NOTICE.
13
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15

16 PURSUANT TO THE ORDER OF THE U.S. DISTRICT COURT FOR THE
17 NORTHERN DISTRICT OF CALIFORNIA (THE "COURT"), ENTERED ON
18 _____, 2024, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

19 A proposed settlement (the "Settlement") has been reached between Plaintiffs Mauricio
20 Arroyo Villa and Angela Noble ("Plaintiffs") and Defendant EAH, HOUSING, INC. ("EAH"), in
21 the class action lawsuit pending in the Court (the "Action") brought on behalf of the following
22 individuals (the "Class"):
23

24 All current and former employees who, between November 22, 2018 and _____,
25 _____ 2024 [INSERT PRELIMINARY APPROVAL DATE] worked for
26 EAH, INC. in California or Hawaii.
27

28 The Court has preliminarily approved the Settlement and conditionally certified the Class
for purposes of the Settlement only. You have received this notice because EAH's records indicate
CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF
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1 that you are a member of the Class or the Collective. This notice is designed to inform you of how
2 you can object to the Settlement, elect not to participate in the Settlement if you are a member of
3 the Class, opt-in to the Settlement if you are a member of the Collective, or provide corrected
4 information to the Settlement Administrator. If you are a member of the Class, unless you submit
5 an election not to participate in the Settlement, the Settlement if finally approved by the Court will
6 be binding upon you.
7

8 The Action, which is currently pending in the U.S. District Court for the Northern District
9 of California (the “Court”), is titled “Mauricio Arroyo Villa (et al), individually and on behalf of
10 all other similarly situated individuals, Plaintiffs v. EAH, INC. a/k/a EAH HOUSING, INC.,
11 Defendants,” No. 5:22-cv-7358-NC

12 In the Action, Plaintiffs allege that former and current employees of EAH were not paid
13 for all of their work time, were not provided with compliant meal and rest periods, were subject to
14 unlawful deductions, were not paid for waiting time penalties, were not provided with compliant
15 wage statements, and were not reimbursed for reasonable business expenses. Based on those
16 allegations, Plaintiffs assert claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201
17 et seq., and the California Labor Code, Cal. Lab. Code §§ 201, 202, 203, 221, 223, 226, 226.7,
18 510, 512, 1194, 1197, 1197.1, 1198, 2698, 2802, and applicable Wage Orders. Plaintiffs also assert
19 a claim for Violation of the California Business and Professions Code § 17200, et seq. Plaintiffs
20 seek the recovery of wages, overtime wages, liquidated damages, interest, penalties, costs,
21 attorneys’ fees, unreimbursed business expenses, and other relief. Plaintiffs sue on behalf of
22 themselves and all other individuals allegedly similarly situated to them with respect to the claims
23 asserted.

24 EAH denies all of Plaintiffs’ material allegations. Specifically, EAH contends, among
25 other things, that all former and current employees were paid properly for all of their work time,
26 were provided with their meal and rest periods, were provided with compliant wage statements,
27 and are not owed any additional reimbursement for business expenses; that Plaintiffs cannot
28 recover under the claims they have asserted; that EAH acted in good faith with respect to the

1 matters that Plaintiffs allege; that a class could not be appropriately certified in the Action; and if
2 a class were certified, EAH's defenses to Plaintiffs' claims would be applicable to the claims of
3 the class.

4 After good-faith negotiations presided over by a private mediator, in which both sides
5 recognized the substantial risk of an uncertain outcome, Plaintiffs and EAH agreed to settle the
6 Action pursuant to the terms and conditions of the Settlement.

7 The Settlement represents a compromise and settlement of highly disputed claims. Nothing
8 in the Settlement is intended or will be construed as an admission by EAH that Plaintiffs' claims
9 in the Action have merit or that it has any liability to Plaintiffs or the proposed class on those
10 claims. On the contrary, EAH denies any and all such liability.

11 The parties and their counsel have concluded that the Settlement is advantageous,
12 considering the risks and uncertainties to each side of continued litigation. The parties and their
13 counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best
14 interests of the members of the Class.

15 SUMMARY OF THE SETTLEMENT

16 To see if you will get money from this settlement, you first have to determine if you are a
17 Class Member or a Collective Member.

18 You are included in the Settlement if you fall within the following definition:

19 All current and former employees who, between November 22, 2018 and
20 2024 [INSERT PRELIMINARY APPROVAL DATE] worked for
21 EAH in either California or Hawaii.

22 1. EAH will pay \$400,000.00 as the Gross Settlement Amount. Additionally, EAH
23 will pay any employer-side payroll taxes related to Individual Settlement Payments. The Gross
24 Settlement Amount will fund all payments to be made under the Settlement.

25 2. The "Net Settlement Amount" means the portion of the Gross Settlement Amount
26 that remains after accounting for any Class Representative Service Awards, the portion of the
27 PAGA Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment.

1 The Net Settlement Amount shall include all Individual Settlement Payments, including each Class
2 Member's and Collective Member's share of payroll taxes.

3 3. Following the court-approved deductions from the Gross Settlement Amount, 80%
4 of the remaining Net Settlement Amount will be paid out to all Settlement Class Members pursuant
5 to the formula set forth in paragraph 4 below and to all Settlement Collective Members pursuant
6 to the formula set forth in paragraph 5 below. An approximation of your Individual Settlement
7 Payment based on these assumptions appears on your Settlement Information Sheet accompanying
8 this Notice. Your actual Individual Settlement Payment may be more or less once awarded.
9

10 4. Out of the Net Settlement Amount, EAH will pay to each Class Member who does
11 not timely submit a valid Election Not to Participate (a "Settlement Class Member") an amount
12 that is calculated as follows:

13 The individual settlement payment to a Settlement Class Member will be calculated by
14 dividing the number of Eligible Workweeks attributed to the Settlement Class Member worked
15 during the Class Period by all Eligible Workweeks during the Class Period attributed to members
16 of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula
17 for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible
18 Workweeks) x Net Settlement Amount x 80%.

19 5. Out of the Net Settlement Amount, EAH will pay to each Collective Member who
20 submits a valid Opt-In Form (a "Settlement Collective Member") an amount that is calculated as
21 follows:

22 The individual settlement payment to a Settlement Collective Member will be calculated
23 by dividing the number of Eligible Workweeks attributed to the Settlement Collective Member
24 worked during the Collective Period by all Eligible Workweeks during the Collective Period
25 attributed to members of the Settlement Collective, multiplied by the Net Settlement Amount.
26 Otherwise stated, the formula for a Collective Member is: (individual's Eligible Workweeks ÷
27 total Settlement Collective Eligible Workweeks) x Net Settlement Amount x 20%.

28 6. The Individual Settlement Payments and other amounts awarded by the Court will
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CLAIMS
CASE NO.: 22-CV-07358-NC

1 be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion
2 of all rights to appeal or review, or after any appeal or review has been resolved in favor of the
3 Settlement.

4 7. For Class Members, you will be included in the Settlement and receive your
5 proportional share of the Settlement unless you complete and submit by the deadline of
6 _____, 2024 [INSERT DATE 45 DAYS AFTER NOTICE], an
7 Election Not to Participate form that is provided with this notice and in accordance with the
8 conditions for submitting that form. If you do not complete and timely submit a valid Election Not
9 to Participate form, you will be bound by this Settlement and receive a Settlement Share. If you
10 do complete and submit by the deadline an Election Not to Participate form in accordance with the
11 conditions for submitting that Election, you will be excluded from the Settlement and will not
12 receive a Settlement Share, but you will retain the rights you may have, if any, to pursue a claim
13 against EAH.
14

15 If you do not wish to participate in the Settlement, you must complete the enclosed Election
16 Not to Participate. A Class Member who fails to mail an Election Not to Participate in the manner
17 and by the deadline specified above will be bound by all terms and conditions of the Settlement,
18 and will receive an Individual Settlement Payment, if the Settlement is approved by the Court, and
19 the Judgment, regardless of whether he or she has objected to the Settlement.

20 Any person who submits a complete and timely Election Not to Participate to the
21 Settlement Administrator will, upon receipt, no longer be a member of the Settlement Class and
22 will not be eligible to receive an Individual Settlement Payment, and he or she will not be included
23 in calculating the Individual Settlement Payment of any other Settlement Class Member. Any such
24 person will retain the right, if any, to pursue at his or her own expense a claim against EAH. An
25 incomplete or unsigned Election Not to Participate will be deemed invalid.

26 8. For Collective Members, you will be included in the Settlement and receive your
27 proportional share of the Settlement if you complete and submit by the deadline of
28 _____, 2024 [INSERT DATE 45 DAYS AFTER NOTICE], an

1 Opt-In Form that is provided with this notice and in accordance with the conditions for submitting
2 that form. If you do not complete and timely submit a valid Opt-In Form, you will not receive a
3 Settlement Share, will not be bound by the Agreement, but you will retain the rights you may have,
4 if any, to pursue a claim against EAH.

5 9. If twenty percent (20%) or more of Settlement Class Members submit a valid
6 Election Not to Participate, EAH will have the right, but not the obligation, to void the Settlement
7 and the Parties will have no further obligations under the Settlement, including any obligation by
8 EAH to pay the Gross Settlement Amount.

9 10. The Court has appointed Phoenix Settlement Administrators to act as an
10 independent Settlement Administrator and to resolve any dispute concerning the calculation of a
11 Settlement Member's entitlement to an Individual Settlement Payment.

12 11. If you dispute the accuracy of any of the information used to calculate your
13 Individual Settlement Payment, shown on your enclosed Settlement Information Sheet, you must
14 ask the Settlement Administrator to resolve the matter. In order to do so, you must return your
15 Settlement Information Sheet to the Settlement Administrator by the deadline of
16 _____, 2024 [INSERT DATE 45 DAYS AFTER NOTICE].

17 informing the Settlement Administrator of the fact of the dispute and the basis for your contention
18 that different information is correct for you (including any documentary evidence that you have to
19 support your contention). In the event of such a dispute, EAH will manually review its payroll and
20 personnel records to verify the correct information. EAH's records will have a rebuttable
21 presumption of correctness. After consultation with you, Class Counsel, and EAH, the Settlement
22 Administrator will make a determination of the correct information, and that determination will be
23 final, binding on you and EAH, and non-appealable.

24 12. The Settlement includes a release, as of the date of the Judgment approving the
25 Settlement, of EAH and each and all of its current or former subsidiaries, parents, affiliates,
26 predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors,
27 attorneys, personal representatives, executors, and shareholders, including their respective
28

1 pension, profit sharing, savings, health, and other employee benefits plans of any nature, the
2 successors of such plans, and those plans' respective current or former trustees and administrators,
3 agents, employees, and fiduciaries ("Released Parties"), from any and all claims, debts, liabilities,
4 demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of
5 action, contingent or accrued for, which relate in any way to the allegations and claims asserted in
6 the Complaint, failure to pay overtime compensation (Cal. Lab. Code §§ 510, 1194, 1198, 1199,
7 and Wage Order 5-2001); failure to reimburse business expenses (Cal. Lab. Code § 2802); failure
8 to pay minimum wages and regular wages for all hours worked (Cal. Lab. Code §§ 223, 1194,
9 1197.1 and Wage Order 5-2001); unlawful wage deductions (Cal. Lab. Code §§ 221 and 223);
10 failure to provide compliant meal breaks (Cal. Lab. §§ 226.7 and 512 and Wage Order 5-2001);
11 failure to provide compliant rest periods (Cal. Lab. § 226.7 and Wage Order 5-2001); failure to
12 provide accurate itemized wage statements (Cal. Lab. § 226(a)); failure to pay all wages owed
13 upon termination in violation of Cal. Lab. Code §§ 201-203; violations of the PAGA (Cal. Lab. §
14 2698, et seq.); Unfair Competition (Bus. & Prof. Code § 17200); violations of the FLSA (29 U.S.C.
15 §§ 201, et seq.); claims for restitution and other equitable relief, liquidated damages, punitive
16 damages, off the clock work, rounding/grace period, overtime, minimum wage, interest, wages,
17 on call time, meal and rest period penalties, waiting time penalties, penalties of any nature
18 whatsoever, any other benefit claimed on account of the allegations asserted in the operative
19 Complaint ("Released Claims").
20

21 In addition to the claims enumerated above, each member of the Settlement Class who
22 endorses his or her Individual Settlement Payment check by signing the back of the check and
23 depositing or cashing the check shall release and forever waive any and all claims the Settlement
24 Class member may have under claims asserted in the Complaint for violations of the Fair Labor
25 Standards Act; and any and all claims for restitution, including without limitation back pay,
26 attorneys' fees and costs, interest, and liquidated damages under the FLSA ("FLSA Release").
27 Specifically, each check shall be affixed with the following endorsement:
28

"By participating in the cashing this check, you are releasing any and all claims, rights,
CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF
CLAIMS
CASE NO.: 22-CV-07358-NC

1 causes of action and liabilities, whether known or unknown, for any and all types of relief under
2 the Fair Labor Standards Act, including without limitation claims for failure to pay minimum
3 wage, overtime, and for all hours worked, and any and all claims for recovery of compensation,
4 overtime pay, minimum wage, liquidated damages, interest, and/or penalties tied to such claims,
5 that arose or accrued at any time from November 23, 2018 through
6 _____, 2024 [INSERT DATE 45 DAYS AFTER NOTICE],
7 arising from your employment with EAH, INC. Your release does not include, however, any
8 claims, rights, causes of action or liabilities that cannot be released as a matter of law.”
9

10 As to the Released Claims only, each Settlement Class Member waives all rights provided
11 by California Civil Code section 1542, which states:

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

16 13. Class Representative Service Payments: In addition to their Individual Settlement
17 Payment as Settlement Class Members, Plaintiffs will seek approval from the Court for a payments
18 in the following amounts, to be drawn from the Gross Settlement Amount: Seven Thousand Five
19 Hundred Dollars (\$7,500) to Named Plaintiff Mauricio Arroyo Villa and Seven Thousand Five
20 Hundred Dollars (\$7,500) to Named Plaintiff Angela Noble, in consideration of their efforts
21 initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses
22 in the event they were unsuccessful in the prosecution of the Action, and granting the general
23 release Plaintiffs are granting as part of the Settlement.

24 14. Class Counsel Fees and Expenses Payment: Class Counsel have represented and
25 continue to represent the Class on a contingency-fee basis. That means that attorneys’ fees are paid
26 only if money is recovered for the Class. It is common to award attorneys’ fees as a percentage of
27 the settlement amount negotiated by the attorneys for the class. As part of the final approval
28 hearing, James Dore and Daniel Schlade of Justcia Laboral LLC, will request up to \$133,333.33.

1 for their attorneys' fees (33.33% of the Gross Settlement Amount) and up to \$20,000.00 for their
2 expenses incurred in connection with their work in this case. This amount constitutes full and
3 complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs
4 and expenses resulting from experts and other vendors retained by Class Counsel in connection
5 with the litigation and all work done through the completion of the litigation, whatever date that
6 may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees,
7 costs or expenses out of their own pockets if the Settlement Agreement and the fee request are
8 finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the
9 Court will be paid out of the Total Settlement Amount.

10
11 15. Costs of Administration: The reasonable costs of administering the Settlement,
12 including the Settlement Administrator's fees and expenses, not to exceed \$15,000.00, will be paid
13 out of the Gross Settlement Amount.

14 16. Deadline to Cash Individual Settlement Payment Checks: Any Individual
15 Settlement Payment checks that are not cashed within one-hundred-eighty (180) calendar days
16 from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect
17 the validity of the Release of claims provided for herein and the Settlement Class Member shall
18 be deemed to, nevertheless, be bound by the Release of claims provided herein. In the event the
19 amount of the uncashed check proceeds is less than \$5,000, the unclaimed proceeds will be
20 allocated to California Rural Legal Assistance, Inc. In the event the amount of the uncashed check
21 proceeds is greater than \$5,000, the unclaimed proceeds will (not later than two hundred (200)
22 calendar days from the date of mailing of the checks) be allocated to Settlement Class Members
23 who cashed the first check on a proportional basis relative to the size of their claims. Any checks
24 from the second distribution that are not cashed within one-hundred-eighty (180) calendar days
25 from the date of the mailing of the second distribution of checks shall be canceled or voided and
26 the Settlement Administrator shall pay over the amount represented by the checks, including any
27 otherwise unpaid interest accumulated in the Qualified Settlement Fund, to California Rural Legal
28 Assistance, Inc.

1 17. Plaintiffs' and Class Counsel's Support of the Settlement: Plaintiffs as Class
2 Representatives and Class Counsel support the Settlement. Their reasons include the risk of denial
3 of class certification and a trial on the merits, the inherent delays and uncertainties associated with
4 litigation, and the possibility that the Class is not entitled to any recovery. Based on their
5 experience litigating similar cases, Class Counsel believe that further proceedings in this case,
6 including a trial and probable appeals, would be very expensive and protracted. No one can
7 confidently predict how the various legal questions at issue, including the amount of damages,
8 would ultimately be resolved. Therefore, upon careful consideration of all of the facts and
9 circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and
10 adequate.

11
12 18. Participating in the Settlement: Plaintiffs as Class Representatives and Class
13 Counsel represent your interests as a Class and/or Collective Member. Unless you elect not to
14 participate in the Settlement, you are a part of the Class, you will be bound by the terms of the
15 Settlement and any final judgment that may be entered by the Court, and you will be deemed to
16 have released the claims against EAH and the other released parties described above. As a member
17 of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of
18 litigation expenses unless you retain your own counsel, in which event you will be responsible for
19 your own attorneys' fees and expenses.

20 19. Objecting to the Settlement: You may object to the terms of the Settlement before
21 final approval.

22 MAIL YOUR OBJECTION TO:

23 Clerk of Court Office of the Clerk

24 United States District Court

25 450 Golden Gate Avenue, Box 36060

26 San Francisco, CA 94102-3489

27 and

28 *Arroyo et al., v. EAH, INC.*

Settlement Administrator **TBD**

CLASS COUNSEL

JAMES M. DORE and DANIEL I. SCHLADE

JUSTICIA LABORAL, LLC.

6232 N. Pulaski Rd. Suite 300

Chicago, IL 60646

Telephone (773) 415-4898; E: jdore@justicialaboral.com

EAH'S COUNSEL

HIEU T. WILLIAMS and ADAM MALDONADO

HIRSCHFELD KRAEMER LLP,

456 Montgomery Street

San Francisco, CA 94104.

DO NOT TELEPHONE THE COURT OR EAH'S COUNSEL.

Any written objection must contain (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider.

Written objections to the Settlement must be mailed by not later than _____, 2024 [INSERT DATE 45 DAYS AFTER NOTICE]

If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection and you did not submit a timely and valid Election Not to Participate in the Settlement, you will be bound by the terms of the Settlement and receive CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS
CASE NO.: 22-CV-07358-NC

1 an Individual Settlement Payment.

2 20. Settlement Information Sheet. The enclosed Settlement Information Sheet provides the
3 information on which your Individual Settlement Payment will be calculated and an estimate of
4 your Individual Settlement Payment if all Class Members participate and all payment amounts are
5 awarded; your actual Individual Settlement Payment may be more or less. If the information in the
6 Settlement Information Sheet (including your mailing address) is correct, you need not return the
7 form. If the information contained in the Settlement Information Sheet is not correct, correct the
8 information on the sheet and return it to the Settlement Administrator. If you believe information
9 is incorrect, state on the Settlement Information Sheet what you contend is the incorrect
10 information and (other than with respect to your name, your address, and the last four digits of
11 your Social Security number) include any documentation you have to support that contention. The
12 Settlement Information Sheet must be completed, signed by you, and returned to the Settlement
13 Administrator postmarked by not later than _____, 2024
14 [INSERT DATE 30 DAYS AFTER NOTICE]. It is your obligation to keep the Settlement
15 Administrator informed of any changes in your mailing address until your Individual Settlement
16 Payment is received, should final approval of the Settlement be granted. Failing to provide the
17 Settlement Administrator with any change of your mailing address may prevent you from receiving
18 your Individual Settlement Payment.

19 20. Consistent with EAH policies, there will be no retaliation or adverse action taken
20 against any Settlement Member who participates in the Settlement or elects not to participate in
21 the Settlement.

22 21. Settlement Administrator's Address: If applicable, send your corrected Settlement
23 Class Member Information Sheet or your Election Not to Participate to the Settlement
24 Administrator at the following address:

25 *Arroyo et al., v. EAH, INC.* Settlement Administrator TBD
26

27 22. The Court will hold a final approval hearing on _____
28 _____, 2024 at _____ a.m./pm, before the Honorable Nathanael M. Cousins, or any judge in

his stead, in Courtroom 5 of the United States District Court, Northern District of California, San Jose Courthouse, 280 South 1st Street, San Jose, California 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Service Payments and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

CONCLUSION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and which will be available upon request to the Settlement Administrator. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk of Court, United States District Court, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102-3489 , during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR EAH'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR.

Dated: _____, 2024.

By Order of the Court

Arroyo, et al. v. EAH, INC.

U.S. District Court for the Northern District of California No. 3:18-cv-00780-DMS-KSC

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SETTLEMENT INFORMATION SHEET

EAH'S RECORDS INDICATE YOU ARE A MEMBER IN THE CLASS/COLLECTIVE DESCRIBED IN THE ENCLOSED NOTICE OF PROPOSED CLASS/COLLECTIVE ACTION SETTLEMENT AND FINAL APPROVAL HEARING. IF YOU WANT TO RECEIVE A SHARE OF THE CLASS ACTION SETTLEMENT, REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT SHARE UNLESS YOU SUBMIT AN ELECTION NOT TO PARTICIPATE.

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NOT LATER THAN [REDACTED], 2024, TO:

Arroyo et al., v. EAH, INC. Settlement Administrator [REDACTED] TBD.

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

1. Your name: _____

2. Your mailing address: _____

3. Last four digits of your Social Security number: XXX-XX-_____

4. Total number of Eligible Workweeks you contend you worked for EAH, between
November 22, 2018 and _____, 2024
[INSERT PRELIMINARY APPROVAL DATE] (your “Eligible Workweeks”):
Eligible Workweeks

5. Most recent hourly rate of pay: _____

6. Your estimated Settlement Share: _____

IF ANY OF THE INFORMATION SHOWN ABOVE (NUMBERS 1 TO 6) IS NOT
CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING ANY
INFORMATION IN NUMBERS 4 TO 6 SHOWN ABOVE, STATE WHAT YOU BELIEVE TO
BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT
SUPPORTS YOUR CONTENTION.

Corrected Information

1. Your Corrected name: _____

2. Your Corrected mailing address: _____

3. Last four digits of your Corrected Social Security number: XXX-XX-_____

4. Corrected Total number of Eligible Workweeks you worked for EAH, between
November 22, 2019 and _____, 2024
[INSERT PRELIMINARY APPROVAL DATE] (your “Eligible Workweeks”):
Eligible Workweeks

5. Corrected Most recent hourly rate of pay: _____

1
2 6. Corrected Your estimated Settlement Share: _____
3

4 I declare under penalty of perjury under the laws of California and the United States of
5 America that the foregoing is true and correct.
6

7
8 Dated: _____, 20____

9 (Signature)
10

11 PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT
12 ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR
13 RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING
14 ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR SETTLEMENT SHARE.

15 *ARROYO et al., v. EAH, INC., et al*

16 U.S. District Court for the Northern District of California No. 22-cv-07358-NC
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EXHIBIT B

ELECTION NOT TO PARTICIPATE IN CLASS ACTION SETTLEMENT

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE YOUR SETTLEMENT SHARE, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST DATE AND SIGN THIS DOCUMENT AND MAIL IT BACK TO THE ADDRESS BELOW, POSTMARKED NOT LATER THAN _____, _____ 2024
[INSERT 45 DAYS AFTER NOTICE DATE]:

Arroyo et al., v. EAH, INC.

Settlement Administrator **TBD**

I have received the enclosed NOTICE OF CLASS ACTION, COLLECTIVE ACTION, AND PAGA SETTLEMENT AND FINAL APPROVAL HEARING and I wish to be excluded from the Settlement Class and not participate in the proposed Settlement. I understand this means that I will not be bound by the settlement and will not share in the Settlement proceeds, but I will retain the right, if any, to pursue a claim against EAH with respect to the matters raised in the action referenced above.

Typed or Printed Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: xxx-xx-_____

Dated: _____, 20____

(signature)

EXHIBIT C

JAMES M. DORE (SBN 343860)
jdore@justicialaboral.com
DANIEL I. SCHLADE (*Pro Hac Vice*)
dschlade@justicialaboral.com
JUSTICIA LABORAL, LLC.
6232 N. Pulaski Rd. Suite 300
Chicago, IL 60646
Telephone (773) 415-4898

Attorneys for Plaintiff
MAURICIO ARROYO VILLA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MAURICIO ARROYO VILLA, individually
and on behalf of Themselves and all other
similarly situated persons, known and
unknown,

Plaintiff,

vs.

EAH COMMUNITY HOUSING, INC.,

Defendant.

Case No.: 22-cv-07358-NC

*[For all purposes assigned to
Hon. Nathanael M. Cousins, Crt. Rm. 5]*

OPT-IN FORM

Complaint Filed: November 22, 2022

OPT IN FORM TO JOIN COLLECTIVE ACTION

Pursuant to Fair Labor Standards Act 29 U.S.C. § 216(b), and any other applicable statute
where consent is necessary:

1. I am over the age of eighteen and competent to give my consent in this matter.

2. I understand that this lawsuit is brought in part under the Fair Labor Standards Act

of 1938, as amended, 29 U.S.C. § 201, *et seq.*, to recover alleged wages, overtime, and/or other
CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF
CLAIMS
CASE NO.: 22-CV-07358-NC

benefits, including liquidated damages, and brings state law claims. I hereby consent, agree, and opt in to become a Plaintiff herein and be bound by any judgment by the Court or any settlement of this action.

3. I choose to be represented by class counsel Justicia Laboral LLC for all purposes in this action.

4. I designate any named Plaintiffs, to the fullest extent possible under applicable laws, as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, compensation due to my attorneys, and all other matters pertaining to this lawsuit.

Date Signed: _____

Signature: _____

Printed Name: [COLLECTIVE MEMBER]

Date of Birth: _____ Phone: _____

Address: _____

Email: _____ Last 4 of SSN: _____

Return to: *Arroyo et al., v. EAH, INC.*

Settlement Administrator TBD