

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff MARITZA FERNANDEZ (“Plaintiff”) and Defendant ESPERANZA COMMUNITY HOUSING CORPORATION (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party”. Subject to the approval of the Court pursuant to the California Rules of Court, the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) as provided in Paragraph 1.21 below pursuant to the terms and conditions of this Settlement and for the consideration set forth herein, including but not limited to, a full, final, and forever release of all claims by Plaintiff, Class Members, and Aggrieved Employees as set forth herein.

1. DEFINITIONS

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Maritza Fernandez vs. Esperanza Community Housing Corporation, et al.*, initiated on March 11, 2024, and pending in Superior Court of the State of California, County of Los Angeles as Case No.: 24STCV05954.

1.2 “Administrator” means Phoenix Settlement Administrators the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.3 “Administration Expenses Payment” means an amount of up to \$5,000.00, subject to Court approval, for all costs incurred by the Settlement Administrator in administration of the Settlement. The Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administration of the Settlement. If the Administration Expenses Payment is less than \$5,000.00 the difference between \$5,000.00 and the actual Settlement Administrative Costs be part of the Net Settlement Amount.

1.4 “Aggrieved Employee” means all Class Members who worked for Defendant during the PAGA Period. Aggrieved Employees may not exclude themselves from the PAGA release and will be bound by the PAGA Released Claims, as set forth below.

1.5 “Class” means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the Class Period.

1.6 “Class Counsel” means David Lavi, Esq., and Arie Ebrahimian, Esq. of E&L, LLP.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member and Aggrieved Employees’ identifying information in Defendant’s possession including the name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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

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

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13 “Class Representative Service Payment” means the payment to the Class Representative , subject to Court approval, to be paid from the Gross Settlement Amount in exchange for her general release and in recognition for Plaintiff’s effort prosecuting the Action on behalf of all Class Members.

1.14 “Court” means the Superior Court of California, County of Los Angeles.

1.15 “Defendant” means Defendant Esperanza Community Housing Corporation, a California non-profit corporation.

1.16 “Defense Counsel” means Nicole Sheth, Esq. and Christina Ricci, Esq. of KAUFMAN BORGEEST & RYAN LLP.

1.17 “Effective Date” means the later of the following: (1) the date of Final Approval Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, sixty (60) days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court’s overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.18 “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.

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

1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.21 “Gross Settlement Amount” means Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment for resolution of Plaintiff’s cause of action for civil penalties under the Private Attorneys General Act, codified at California Labor Code Section 2698, *et seq.* (“PAGA”), Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses, the Class Representative Service Payment, the Administration’s Expenses Payment, interest and certain taxes. In no event will Defendant be required to pay more than the Gross Settlement Amount except as defined in Paragraph 8 if applicable.

1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount that shall be paid to Participating Class Members less the employee’s portion of required federal and state withholdings. Individual Class Payments shall be each Participating Class Members’ proportional share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, which shall be calculated in accordance with the Individual PAGA Payment calculations described below.

1.24 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.

1.25 “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i). The Parties have agreed that Fifteen-Thousand Dollars and Zero Cents (\$15,000.00) shall be allocated toward PAGA Penalties, of which Eleven-Thousand Two-Hundred Fifty-Dollars and Zero Cents (\$11,250.00) will be paid to the LWDA (i.e., the LWDA Payment) and Three-Thousand Seven-Hundred Fifty-Dollars and Zero Cents (\$3,750.00) will be distributed to PAGA Employees on a pro rata basis.

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

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

1.29 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant within the State of California as a non-exempt, hourly paid employee, for at least one day during the PAGA Period.

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

1.31 “PAGA Notice” means Plaintiff’s March 8, 2024 letter (and any amendments or supplements thereto) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.32 “PAGA Penalties” means the total amount of PAGA civil penalties (\$10,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) in settlement of the PAGA claims.

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

1.34 “Plaintiff” means Maritza Fernandez, the named Plaintiff in the Action.

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

1.36 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1.39 “Released Parties” mean: Defendant and each of its past, present and/or future, direct and/or indirect affiliated to related entities, fictitious business names, franchisors, owners, boards, trustees, payroll processors, independent contractors, heirs, executors, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, predecessors, successors, assigns, and joint venturers and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents.

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

1.41 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her

Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned as undeliverable to the Administrator shall have an additional fifteen (15) calendar days beyond the date the Administrator re-mails the Notice to the Class Members. If the date of the Notice Deadline falls on a Sunday or federal holiday, the Response Deadline will be extended to the next calendar day on which the U.S. Postal Service is open.

1.42 “Settlement” means the disposition of the Action effected by this Agreement, including the Class Notice attached as **Exhibit A** and the Judgment.

1.43 “Workweek” means any week during which a Class Member worked for Defendant within the State of California as a non-exempt, hourly paid employee for at least one day during the Class Period.

1.44 “Class Period” means the period beginning March 11, 2020 through May 5, 2025.

1.45 “PAGA Period” means the period beginning March 8, 2023 through May 5, 2025.

2. RECITALS

2.1 On March 11, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay wages for all hours of work at the legal minimum wage rate in violation of Labor Code §§ 1194 and 1197; (2) failure to pay proper overtime wages for daily overtime worked in violation of Labor Code §§ 510, 1194, and 1198; (3) failure to authorize or permit meal periods in violation of Labor Code §§ 512 and 226.7; (4) failure to authorize or permit rest periods in violation of Labor Code §226.7; (5) failure to pay all accrued and vested vacation/paid time off wages in violation of Labor Code § 227.3; (6) failure to provide sick pay in violation of Labor Code § 246; (7) failure to timely pay earned wages during employment in violation of Labor Code § 204; (8) failure to timely pay all earned wages and final paychecks due at the time of separation of employment in violation of Labor Code §§ 201, 202, and 203; (9) failure to provide complete and accurate wage statements in violation of Labor Code § 226; and (10) unfair business practices in violation of Business and Professions Code § 17200, *et seq.*

2.1.1 On August 7, 2024, Plaintiff filed a First Amended Complaint incorporating civil penalties pursuant to the PAGA, Labor Code § 2698, *et seq.*, as the Eleventh Cause of Action. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 On February 4, 2025, the Parties participated in an all-day mediation presided over by David Phillips, Esq., which led to this Agreement to settle the Action.

2.3 Prior to mediation, Plaintiff obtained through informal discovery a 34% sampling of time and pay data from Defendant, Plaintiff’s time and payroll records, information related to class size and composition, as well as Defendants’ written wage and hour policies and practices.

Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30 ("*Dunk/Kullar*").

2.4 The Court has not granted class certification.

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

2.6 Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis. This Settlement is contingent upon the approval and certification by the Court. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action, and this Settlement shall not be referred to or used for any purpose whatsoever. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. This stipulation does not constitute, in this or any other proceeding, an admission of any kind by Defendants or any of the Released Parties that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff could establish any of the requisite elements for class treatment of any of the claims in this Action.

2.7 If the Effective Date does not occur, or if disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff, Defendant, and the Class will be returned to their respective positions in the Action as if the Settlement had not been executed. In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Settlement, the fact that Defendant did not oppose the certification of a Class under this Settlement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose if the Effective Date does not occur. Defendant also expressly reserves the right to challenge the propriety of class certification in any other action on all available grounds as if no class had been certified for settlement purposes in this Action, and no reference to the prior certification of a class, or any documents related thereto, shall be made for any purpose.

3. **MONETARY TERMS**

3.1 **Gross Settlement Amount:** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. In no event will Defendant be required to pay more than the Gross Settlement Amount for resolution of the Action, except for Defendant's share of payroll taxes set forth in Paragraph 8.

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

3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any Individual PAGA Payment and any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to Participating Class Members and Aggrieved Employees. Because it is the intent of the Parties that the Enhancement Award represents payment to Plaintiff for her service to Class Members, and not wages, the Administrator will not withhold any taxes from the Class Representative Service Payment. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Additionally, Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Class Representative Service Payment paid under this Settlement. In addition, Plaintiff shall hold Defendant, Released Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing authorities relating to the non-withholding of taxes from the Class Representative Service Payment.

3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class

Member(s). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Any award for attorneys' fees and costs shall include and satisfy all past and future attorneys' fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including obtaining the Final Approval Order. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Defendant shall have no obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this Action other than as stated herein.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$5,000.00. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments: Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholdings and will be reported by the Administrator on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for statutory damages, reimbursements, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator on IRS 1099 Forms. The Administrator shall be responsible for issuing tax forms to the Participating Class Members. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Defendant shall not make as part of this Settlement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to monies paid as a result of this settlement. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plan. Payments under this Agreement do not extend or alter Class Members' or Aggrieved Employees' period of employment for any purposes.

3.2.4.2 No Effect on Regular Rate or Overtime Compensation. Participating Class Members will receive payment under the Settlement as determined by the Settlement

Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposed of calculating a “regular rate” of pay under California or federal law for the period during which it is received, and no additional overtime compensation is required as a result of such payment.

3.2.4.3 Tax Liability. The Parties and counsel for the Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder. Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement Administrator in this regard. Plaintiff, Participating Class Members, and Plaintiff’s Counsel understand and agree that they will be solely responsible for the payment of their own portion of any taxes and penalties assessed on the payments that they receive under the Settlement, and for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

3.2.4.4 Effect of Non-Participating Class Members on Calculation of Individual Class Payments: Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will still receive their Individual PAGA Payment.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifteen-Thousand Dollars and Zero Cents (\$15,000.00) shall be allocated toward PAGA Penalties, of which Eleven-Thousand Two-Hundred Fifty-Dollars and Zero Cents (\$11,250.00) will be paid to the LWDA (i.e., the LWDA Payment) and Three-Thousand Seven-Hundred Fifty-Dollars and Zero Cents (\$3,750.00) allocated to the Individual PAGA Payments. Each Aggrieved Employee shall receive an Individual PAGA Payment regardless of whether the individual is a Participating Class Member or Non-Participating Class Member.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. One-hundred percent (100%) of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Administrator shall be responsible for issuing tax forms to each Aggrieved Employee.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Workweeks and Aggrieved Employee PAGA Pay Periods: Based on a review of their records, Defendant estimate there were 58 Class Members who collectively worked a total

of 5,057 Workweeks, and 47 Aggrieved Employees who worked a total of 1,284 PAGA Pay Periods as of February 4, 2025 (i.e., the date the Parties participated in mediation)

4.2 Class Data: Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access of the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their Counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount: Within forty-five (45) business days of Final Approval by the Court, Defendant will deposit money, in an amount equal to the Gross Settlement Amount to pay (1) Participating Class Members per the terms of the Final Settlement Agreement, (2) court approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and the Class Representative Service Payment, and (3) the PAGA Penalties to be paid to the LWDA and the Aggrieved Employees into an interest-bearing account, through the Settlement Administrator. Any interest accrued will be distributed to the Class Members except that if Final Approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued. All of Defendant's obligations under this Settlement are deemed to be satisfied upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions and Defendant shall have no further obligations to the Class including, without limitation, any further obligations to make any other payments of any kind to, or on behalf of, the Class (except for the employer's share of payroll taxes). In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.1 Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.1.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which shall be 180 days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved

Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.1.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. Defendant shall not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

4.1.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

4.1.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Administrator will issue a W-2 Form for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a 1099 Form to the extent required by law for the non-wage statutory damages and interest portions of the Individual Settlement Payments.

5. RELEASE OF CLAIMS. Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant, , Plaintiff, Class Members, and Class Counsel will forever release claims against all Released Parties as follows:

5.1 Plaintiff's Release: In addition to the Released Class Claims and Released PAGA Claims described below, Plaintiff, individually and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, forever release and discharge Released Parties from any and all claims, debts, transactions, occurrences, demands, rights, liabilities, actions, and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could have been alleged based on the factual allegations in the First Amended Complaint in the Action, including, but not limited to, claims for unpaid wages (including, inter alia, off-the-clock work, , and rounding allegations), failure to pay

minimum wages, , overtime wages, and double time wages, failure to provide compliant meal and rest breaks or periods or provide premium compensation in lieu thereof, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, failure to pay all accrued and vested vacation/paid time off wages, failure to pay sick pay at the proper rate, and for unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq. based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney fees and costs. The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 et seq.; California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were or could have been raised in the Action and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code § 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any other common law claim; any “retaliation” claims; any claims relating to any breach of public policy; any claim for costs, fees, interest, or other expenses including attorneys’ fees; any legal restrictions on Defendant’s right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law, as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (14) Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (15) California Fair Employment and Housing Act [Gov. Code, §§ 12900, et seq.] (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (16) California Family Rights Act, [Gov. Code, §§ 12945.1, et seq.]. (family/medical leave); (17) California Labor Code or any Industrial Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination); (21) California health and safety laws and regulations; and (22) any other federal, state, or local law, regulation or ordinance, including those regulating compensation, and those prohibiting discrimination, harassment, or retaliation of any kind (“Plaintiff’s Release”).

Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code § 1542: Plaintiff, in her individual capacity, also expressly waives, as to the Released Claims any and all provisions, rights and benefits conferred by any law or principle of common law or equity, that is similar, comparable, or equivalent, in whole or in part, to California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of § 1542 of the California Civil Code, which reads:

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

5.2 Released Class Claims by Participating Class Members: Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will forever release Defendant, together with its past, present, and/or future parents, subsidiaries, affiliated or related entities, fictitious business names, franchisors, owners, boards, officers, directors, trustees, shareholders, members, managers, partners, managing agents, employees, agents, payroll processors, independent contractors, insurers, attorneys, representatives, heirs, executors, administrators, successors, predecessors, and assigns and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, and agents (collectively, the "Released Parties") from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could have been alleged based on the factual allegations in the First Amended Complaint in the Action, including, but not limited to, claims for unpaid wages (including, inter alia, off-the-clock work, and rounding allegations), failure to pay minimum wages, overtime wages, and double time wages, failure to provide compliant meal and rest breaks or periods or provide premium compensation in lieu thereof, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, failure to pay all accrued and vested vacation/paid time off wages, failure to pay sick pay at the proper rate, and for unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, et seq. based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney fees and costs. The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3,

2699.5, , and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 et seq.; California Code of Regulations, title 8, Sections 3395, 11160, 11010, and 11000, *et seq.*; the California Civil Code sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 claims under California Labor Code sections t (“Released Claims”). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside of the Class Period.

5.3 Release by the State of California and LWDA and Aggrieved Employees: Plaintiff, Aggrieved Employees, the LWDA, and the State of California release the Released Parties of and from the Released PAGA Claims that could have been asserted under PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in the Operative Complaint. A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion. Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant, the State of California and PAGA Employees will release the Released Parties from the PAGA Released Claims. Defendant, including its present and former parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns (collectively, the “PAGA Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the PAGA Period, under state law and the California Labor Code, that were alleged or which could have been alleged based on the exhausted claims and factual allegations in Plaintiff’s notices sent to the LWDA and alleged in the operative complaint, regardless of whether the PAGA Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double time compensation and interest; failure to timely pay regular and final wages; failure to pay all accrued and vested vacation/paid time off wages; failure to pay sick pay at the proper rate; failure to reimburse business expenses; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys’ fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties arising under California Labor Code Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and/or those arising under the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil Procedure section 1021.5 (“PAGA Released Claims”).

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to cooperate in the preparation and filing of a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 No Potential Conflicts. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator. In addition, Defendant and Defense Counsel are not aware of any other pending matter or action asserting claims that would be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator. Plaintiff will endeavor to file the Motion for Preliminary Approval and secure a hearing date in a reasonably timely fashion. The Parties agree that Plaintiff’s Motion for Preliminary Approval will seek, *inter alia*, certification of a class, and that this certification is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification for purpose of the Settlement will have no force or effect. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified as Plaintiff proposed; or (ii) Defendants are liable to Plaintiff or the Class as Plaintiff alleged in the Action; and/or (iii) that Plaintiff and his counsel will not argue waiver of

any rights to compel individual arbitration, to strike the putative class claims, and to stay the Action pending individual arbitration.

6.4 Duty to Cooperate. Class Counsel will share the draft Motion for Preliminary Approval and associated documents with Defense Counsel before they are filed. The Parties will cooperate in accordance with Paragraph 12.6. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, provided, however, that the Parties are not obligated to accept a material change to the terms of this Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for an Administration Expenses Payment, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payments to be issued to Aggrieved Employees, sending notices and translating the same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number and Tax Reporting. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to applicable local, state and federal tax authorities. The Administrator will be responsible for calculating the applicable taxes and withholdings, including the employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue Participating Class Members IRS W-2 Forms for the Wage Portions of the Individual Class Payments, IRS 1099 Forms for the Non-Wage Portions, and IRS 1099 Forms to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Code § 468B and U.S. Treasury Regulation § 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

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

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.4.6 Compliance with the procedures described in this section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense Counsel, or the Administrator to provide notice of the proposed Settlement and the Final Approval Hearing. However, if any Class Member objects to the

Settlement and the Final Approval Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting party of the continuance.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity and inform the Parties. The Parties will work in good faith to determine the authenticity. If the Parties are unable to resolve it, then the Administrator's determination of authenticity shall be final.

7.5.2 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2, *et seq.* and 5.3, *et seq.* of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.3 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object or appeal to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees will receive an Individual PAGA Payment and are barred from pursuing PAGA Penalties in accordance with Paragraph 5.3 of this Agreement. Class Members may not request exclusion from the settlement of the release of a PAGA claim in the Action. A Class Member cannot submit both a Request for Exclusion and an Objection. If a Class Member submits both an Objection and Request for Exclusion, the Request for Exclusion will control and the Objection will be void.

7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or

mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall contact the Parties regarding any dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Administrator will be the final arbiter of the Qualifying Workweeks or Qualifying Pay Periods for each Class Member during the Class Period and/or PAGA Period, respectively, based on the information provided to it. Any dispute not otherwise resolved by the Administrator and the Parties shall be resolved in Court. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Plaintiff may not object to the Settlement.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). The written objection must state the grounds of the objections, include all supporting papers, contain the Class Member's address, telephone number, reference to the Lawsuit, and be signed by the objecting Class Member or his/her attorney.

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

7.7.4 Should a Participating Class Member submit both a Request for Exclusion (Opt-Out) and an Objection to Settlement, the Class Member will be treated as a Non-Participating Class Member who submitted only a Request for Exclusion. If a Class Member only objects to the Settlement, the Class Member will remain a member of the Class and if the Court approves this Agreement, the Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Class Member who does not object.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The Administrator shall send any objections it receives to Defense Counsel and Class Counsel within 3 business days of receipt.

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

7.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion.

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

7.8.4 Class Member Objections. The Court retains final authority with respect to consideration and admissibility of any Class Member objections.

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

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

7.8.7 Encouragement of Class Members. The Parties to this Settlement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendant estimates that, as of February 4, 2025 (i.e., the date the Parties participated in mediation), (1) there were 58 Class Members and 5,057 total Workweeks during the Class period, and (2) there were 47 Aggrieved Employees who worked 1,284 Pay Periods during the PAGA Period. If the actual number of Workweeks worked during the Class Period by Class Members eligible to participate in the Settlement is greater than 15% of this estimate (i.e., greater than 5,816), then Defendant agrees to increase the Gross Settlement Amount on a proportional basis for the number of additional Workweeks above 15% (i.e., if there is an 16 % increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 25% of the total of all Class Members, Defendant may, but are not obligated to, withdraw from the Settlement within thirty (30) days after expiration of the opt-out period. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendant will be solely liable for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by videoconference, or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns and to determine whether the Agreement may be revised as necessary to obtain Final Approval. Neither Party is obligated to accept a material change to the Settlement.

The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material change to the Agreement within the meaning of this Paragraph.

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

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective Counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals or post-Final Order proceedings. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. A modification by the Court of the requested amount of the Class Representative Service Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall not constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns by revising the Agreement as necessary to obtain Final Approval and entry of Judgment. Should they reach an agreement on revised Agreement, they shall work together expeditiously in good faith to obtain Final Approval and entry of Judgment, sharing, on a 50/50 basis any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged. Invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. In the event that the Settlement does not become final for any reason, the Parties will be jointly responsible for payment for the Settlement Administrative Costs.

11. AMENDED JUDGMENT. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment, provided doing so does not represent a material change from the terms of the Agreement.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Further, nothing in this Agreement should be construed as an admission by Defendant that any of the allegations or facts in the Operative Complaints are accurate. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that, but for this Settlement, a class should not and could not be certified in this Action. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. The Parties and their counsel agree that they will not publicize the Settlement, or issue any press releases, initiate any contact with the media, respond to any media inquiry, or have any communication with the press about the fact, amount or terms of the Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this case, including but not limited to any postings on any websites, social media, and/or any professional organization, unless ordered by the Court in any manner from which Defendant's identity can

reasonably be ascertained. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

12.6 Cooperation. The Parties and their Counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement (provided, however, that neither Party is required to accept a material change to the Agreement), submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document that Plaintiff is required to prepare and file with the Court, Plaintiff shall have the final right to submit such document to the Court, and Defendant shall have the right to file any objections if Defendant has a good faith basis to believe the document is not consistent with the terms of this Agreement or makes a misrepresentation.

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

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

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. After the Preliminary Approval Order is entered, such amendment, modification, change, or waiver also requires Court approval.

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

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

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff: David Lavi, Esq.
Email: dlavi@ebralavi.com
Arie Ebrahimian, Esq.
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

To Defendant, ESPERANZA COMMUNITY HOUSING CORPORATION, a California corporation

Nicole Sheth, Esq. (SBN 253515)
Christina Ricci, Esq. (SBN 346042)
KAUFMAN BORGEEST & RYAN LLP
21700 Oxnard Street, Suite 1450
Woodland Hills, CA 91367
Telephone: (818) 880-0992
Facsimile: (818) 880-0993

12.18 Bankruptcy. In the event that the Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.

12.19 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

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

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

Plaintiff

Counsel for Plaintiff, the Class, and the Aggrieved Employees
E&L, LLP

Firmado por:

C43507B059414FE...
Maritza Fernandez

Signed by:

86C1FAEB08364FF...
David Lavi, Esq.

Dated: 9/2/2025

Dated: 8/25/2025

Defendant

Counsel for Defendant,
KAUFMAN BORGEEST & RYAN LLP

Esperanza Community Housing Corporation

Christina Ricci, Esq

Printed Name:

Dated:

Dated:

Plaintiff

*Counsel for Plaintiff, the Class, and the Aggrieved
Employees*
E&L, LLP

Maritza Fernandez

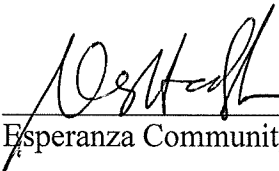
David Lavi, Esq.

Dated: _____

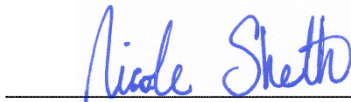
Dated: _____

Defendant

Counsel for Defendant,
KAUFMAN BORGEEST & RYAN LLP



Esperanza Community Housing Corporation



Nicole Sheth, Esq

Printed Name: Nany Halpern Ibrahim

Dated: 10/1/2025

Dated: 10/1/2025

EXHIBIT “A”

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

Maritza Fernandez vs. Esperanza Community Housing Corporation
Case No.: 24STCV05954

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action and Private Attorney General Act lawsuit entitled, *Maritza Fernandez vs. Esperanza Community Housing Corporation* (“Action”) for alleged wage and hour violations. The Action was filed by former Community Housing Corporation employee Maritza Fernandez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly paid employees who worked for Esperanza Community Housing Corporation (“Defendant”) in the State of California during the “Class Period,” defined as March 11, 2020 through May 5, 2025 (“Class Members”) and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt hourly paid employees who worked for Defendant in the State of California during the “PAGA Period,” defined as March 8, 2023 through May 5, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less tax withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Esperanza Community Housing Corporation during the PAGA Period).

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe the estimates of your workweeks or pay periods is inaccurate, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and the Released Parties defined in the Agreement.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant and the Released Parties defined in the Agreement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt out of the proposed Settlement of the PAGA claims. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant and the Released Parties defined in the Agreement that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by fax, email or mail	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing on 	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge them by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant failed to pay minimum wage, overtime wage, meal periods and rest breaks, all accrued and vested vacation/paid time off wages at time of separation, failed to provide proper sick pay, failed to pay wages due during employment and at time of separation, provide accurate itemized wage statements, and engaged in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA. Plaintiff is represented by the following attorneys in the Action:

David Lavi, Esq.
Email: dlavi@ebralavi.com
Arie Ebrahiman, Esq.
Email: arie@ebralavi.com
E&L, LLP
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

("Class Counsel")

Esperanza Community Housing Corporation strongly denies violating any laws or failing to pay any wages and further denies all the allegations in the Action. Defendant contends they complied with all applicable laws and that their employees were paid properly under state and federal law.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendant Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final ("Effective Date"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, which amounts will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$100,000.00 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class

Counsel has worked and incurred expenses on the Action without payment.

- ii. Up to \$7,500.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only money that Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- iii. Up to \$5,000.00 to the Administrator for administering the Settlement.
- iv. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to each individual Aggrieved Employee based on such employee's PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% ("Wage Portion") to taxable wages and 80% ("Non-Wage Portion") to interest and penalties of each Individual Class Payment. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms by the Administrator. Defendant will separately pay the employer payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if applicable) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If these monies are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her legal representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.
- g. You Cannot Opt Out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and cannot assert PAGA claims against Defendant and the Released Parties defined in the Agreement based on the PAGA Period facts alleged in the Action. This is because PAGA claims are brought as a representative of the State of California and the State determines how such claims are resolved.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant and the Released Parties defined in the Agreement.
- i. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and the Released Parties defined in the Agreement for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement. All Aggrieved Employees will be barred from asserting PAGA claims against Defendants and the Released Parties defined in the Agreement, whether or not they exclude themselves from the Settlement.

The Participating Class Members will be bound by the following release:

Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will forever release Defendant, together with its past, present, and/or future parents, subsidiaries, affiliated or related entities, fictitious business names, franchisors, owners, boards, officers, directors, trustees, shareholders, members, managers, partners, managing agents, employees, agents, payroll processors, independent contractors, insurers, attorneys, representatives, heirs, executors, administrators, successors, predecessors, and assigns and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, and agents (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could have been alleged based on the factual allegations in the First Amended Complaint in the Action, including, but not limited to, claims for unpaid wages (including, *inter alia*, off-the-clock work, and rounding allegations), failure to pay minimum wages, overtime wages, and double time wages, failure to provide compliant meal and rest breaks or periods or provide premium compensation in lieu thereof, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, failure to pay all accrued and vested vacation/paid time off wages, failure to pay sick pay at the proper rate, and for unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney fees and costs. The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; California Code of Regulations, title 8, Sections 3395, 11160, 11010, and 11000, *et seq.*; the California Civil Code sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5 claims under California Labor Code sections t (“Released Claims”). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside of the Class Period.

- k. Aggrieved Employees’ PAGA Bar. After the Court’s Judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting any of the “Released PAGA Claims” against Defendant and the Released Parties defined in the Agreement, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant

and the Released Parties defined in the Agreement based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release for Participating and Non-Participating Class Members is as follows:

Plaintiff, Aggrieved Employees, the LWDA, and the State of California release the Released Parties of and from the Released PAGA Claims that could have been asserted under PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in the Operative Complaint. A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion. Upon the Effective Date and full payment of the Gross Settlement Amount by Defendant, the State of California and PAGA Employees will release the Released Parties from the PAGA Released Claims. Defendant, including its present and former parents, subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns (collectively, the "PAGA Released Parties") from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the PAGA Period, under state law and the California Labor Code, that were alleged or which could have been alleged based on the exhausted claims and factual allegations in Plaintiff's notices sent to the LWDA and alleged in the operative complaint, regardless of whether the PAGA Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double time compensation and interest; failure to timely pay regular and final wages; failure to pay all accrued and vested vacation/paid time off wages; failure to pay sick pay at the proper rate; failure to reimburse business expenses; missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys' fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties arising under California Labor Code Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 227.3, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and/or those arising under the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil Procedure section 1021.5 ("PAGA Released Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The “Net Settlement Amount” is calculated by deducting from the Gross Settlement the amounts approved by the Court for the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or PAGA Pay Periods based on their records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. Mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.
- b. Non-Participating Class Members. The Administrator will send, by U.S. Mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., to every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be

sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maritza Fernandez vs. Esperanza Community Housing Corporation* and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorney's fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Maritza Fernandez vs. Esperanza Community Housing Corporation*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Should a Participating Class Member submit both a Request for Exclusion (Opt-Out) and an Objection to Settlement, the Class Member will be treated as a Non-Participating Class Member who submitted only a Request for Exclusion.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 24STCV05954. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

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E&L, LLP

8889 W. Olympic Blvd., 2nd Floor

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Telephone: (213) 213-0000

Facsimile: (213) 213-0025

("Class Counsel")

Settlement Administrator:

Name of Company:

Phoenix Class Action Administration Solutions

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**DO NOT TELEPHONE THE JUDGE NOR THE CLERK
ABOUT THE SETTLEMENT**