

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“**Settlement**,” “**Agreement**,” or “**Settlement Agreement**”) is made and entered into by and between Plaintiff Sabrina Rodriguez (“**Plaintiff**” or “**Class Representative**”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Westport Properties, Inc. (“**Defendant**”) (together, Plaintiff and Defendant are referred to as “**Parties**” and individually as “**Party**”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined in this Agreement), the State of California as to the employment of PAGA Employees (as defined in this Agreement), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On June 10, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“**LWDA**”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant, and on April 29, 2025, provided an amended notice to the LWDA and Defendant (together, “**PAGA Letter**”).

2. On June 11, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Sabrina Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV14703 (“**Action**”), thereby commencing a putative class action against Defendant and former defendant US Storage Centers, Inc.

3. On October 18, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Sabrina Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV27406 (“**PAGA Action**”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“**PAGA**”) against Defendant and former defendant US Storage Centers, Inc.

4. On January 7, 2025, pursuant to Plaintiff’s request, the courts in the Action and PAGA

1 Action dismissed former defendant US Storage Centers, Inc. without prejudice.

2 5. The Parties have agreed that Plaintiff will file a First Amended Class and
3 Representative Action Complaint (“**Operative Complaint**”) in the Action, which will, *inter alia*, add
4 the PAGA claims alleged in the PAGA Action to the Action. Together, the Action and PAGA Action
5 are referred to as the “**Actions**.”

6 6. The Operative Complaint alleges ten (10) causes of action for violations of the
7 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
8 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
9 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
10 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
11 to reimburse necessary business expenses, for violations of California Business & Professions Code
12 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
13 penalties under PAGA based on the aforementioned California Labor Code violations.

14 7. Defendant denies all material allegations set forth in the Actions and has asserted
15 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
16 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined in this
17 Agreement), and Released PAGA Claims (as defined in this Agreement).

18 8. Class Counsel diligently investigated the class and PAGA claims against Defendant,
19 including any and all applicable defenses and the applicable law. The investigation included, *inter*
20 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
21 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
22 relative merits of the claims and contentions of the Parties.

23 9. On April 2, 2025, the Parties participated in mediation with Brandon McKelvey, Esq.
24 (the “**Mediator**”), a respected mediator of complex wage and hour actions, and with the assistance of
25 the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this Agreement.
26 The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of
27 an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the
28 costs and risks associated with continued litigation. Based on Class Counsel’s investigation and

1 evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the
2 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest
3 of the Class Members, State of California, and PAGA Employees in light of all known facts and
4 circumstances, including the risk of significant delay and uncertainty associated with litigation and
5 various defenses asserted by Defendant.

6 10. The Parties expressly acknowledge that this Settlement Agreement is entered into
7 solely for the purpose of compromising significantly disputed claims and that nothing in this
8 Agreement is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement
9 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their
10 original respective positions.

11 **DEFINITIONS**

12 11. The following definitions are applicable to this Settlement Agreement. Definitions
13 contained elsewhere in this Settlement Agreement will also be effective.

14 a. **“Attorneys’ Fees and Costs”** means attorneys’ fees approved by the Court for
15 Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and
16 to be incurred by Class Counsel in connection with the Actions and approved by the Court, as set forth
17 in Paragraph 13.

18 b. **“Class” or “Class Member(s)”** means all non-exempt employees who worked
19 for Defendant in California at any time during the Class Period.

20 c. **“Class Counsel”** means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
21 L. GruppChang, P.J. Van Ert, and Alexandra Rose of Blackstone Law, APC, who will seek to be
22 appointed counsel for the Class.

23 d. **“Class List”** means a complete list of all Class Members that Defendant will
24 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
25 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
26 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
27 number; and (4) the number of Pay Periods worked.

28 e. **“Class Notice”** means the Notice of Class Action Settlement, substantially in

the form attached to this Agreement as “**Exhibit A**.”

f. “**Class Period**” means the period from August 15, 2023, through the date the Court grants preliminary approval of the Settlement.

g. “**Class Settlement**” means the settlement and resolution of all Released Class Claims.

h. “**Court**” means the Superior Court of the State of California for the County of Los Angeles.

i. “**Defendant’s Counsel**” means Maria Z. Stearns, Peter Hering, and Emily Propersi of Rutan & Tucker, LLP.

j. “**Dispute**” means a letter submitted by a Class Member/PAGA Employee disputing the number of Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member/PAGA Employee’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member/PAGA Employee’s Social Security number; (c) clearly state that the Class Member/PAGA Employee disputes the number of Pay Periods credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “**Effective Date**” means the date by which both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Member objects to the Class Settlement, the 61st day after the Court enters the Final Approval Order and Judgment; (b) if one or more Settlement Class Members objects to the Class Settlement, (i) the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment has expired, or (ii) the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur if an appeal, review, or writ has been filed.

l. “**Employer Taxes**” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

1 m. **“Enhancement Payment”** means the amount to be paid to Plaintiff, in
2 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA
3 Employees, and general release of claims, as set forth in Paragraph 14.

4 n. **“Final Approval”** means the determination by the Court that the Settlement is
5 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

6 o. **“Final Approval Hearing”** means the hearing at which the Court will consider
7 and determine whether the Settlement should be granted Final Approval.

8 p. **“Final Approval Order and Judgment”** means the order granting final
9 approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to
10 by the Parties, and subject to approval by the Court.

11 q. **“Gross Settlement Amount”** means the amount of Three Hundred Ninety-Five
12 Thousand Dollars and Zero Cents (\$395,000.00) to be paid by Defendant in full satisfaction of the
13 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
14 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
15 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
16 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
17 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
18 Settlement Amount is subject to increase, as provided in Paragraph 17.

19 r. **“Individual PAGA Payment”** means the *pro rata* share of the PAGA
20 Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to
21 be calculated in accordance with Paragraph 19.

22 s. **“Individual Settlement Payment”** means the net payment of each Settlement
23 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
25 Paragraph 20.

26 t. **“Individual Settlement Share”** means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
28 in accordance with Paragraph 18.

u. **“LWDA Payment”** means the amount of Twenty-Nine Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$29,625.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

v. **“Net Settlement Amount”** means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

w. **“Notice of Objection”** means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. **“PAGA Amount”** means the allocation of Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$29,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$9,875.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. **“PAGA Employee(s)”** means all non-exempt employees who worked for Defendant in California during the PAGA Period.

z. **“PAGA Employee Amount”** means the amount of Nine Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$9,875.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. **“PAGA Period”** means the period from August 15, 2023, through the date the Court grants preliminary approval of the Settlement.

bb. **“PAGA Settlement”** means the settlement and resolution of all Released PAGA Claims.

cc. **“Pay Periods”** means the number of pay periods each Class Member and PAGA Employee worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period. Pay Periods will be determined by Defendant from its payroll data.

dd. **“Preliminary Approval”** means the date on which the Court enters the Preliminary Approval Order.

ee. **“Preliminary Approval Order”** means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. **“Released Class Claims”** means any and all claims, known or unknown, contingent or accrued, that have been, or could have reasonably been, alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Action, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

gg. **“Released PAGA Claims”** means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the

applicable Industrial Welfare Commission Wage Order.

hh. **“Released Parties”** means Defendant and its current and former parents, predecessors, successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

ii. **“Request for Exclusion”** means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. **“Response Deadline”** means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. **“Settlement Administrator”** means Apex Class Action LLC, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel 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.

ll. **“Settlement Administration Costs”** means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 16.

mm. **“Settlement Class”** or **“Settlement Class Member(s)”** means all Class

Members who do not submit a timely and valid Request for Exclusion.

TERMS OF THE AGREEMENT

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

12. Conditional Nature of Settlement. For settlement purposes *only*, the Parties agree a class may be certified in the Action pursuant to California Code of Civil Procedure Section 382, and may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Settlement Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Settlement Agreement in accordance with its terms. If the Court does not so approve this Settlement Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the Parties intend this Settlement Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Settlement Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Settlement Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Settlement Agreement will be decertified for all purposes.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Settlement Agreement shall terminate or the settlement embodied in this Settlement Agreement does not become effective for any reason, the Settlement Agreement and all negotiations, court orders and proceedings relating to the Settlement Agreement shall be without prejudice to the rights of the Plaintiff, Class Members, PAGA Employees, the State of California, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Settlement Agreement, and evidence relating to the Settlement Agreement and all negotiations shall not be discoverable or admissible in the Actions or any other litigation. Defendant does not

waive, and instead expressly reserves, its rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Settlement Agreement.

13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$138,250.00 if the Gross Settlement Amount is \$395,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

1 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
2 Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00) shall be allocated from the
3 Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor
4 Code Section 2698, *et seq.* (*i.e.*, the PAGA Amount), of which seventy-five percent (75%), or
5 \$29,625.00, will be paid to the LWDA (*i.e.*, the LWDA Payment) and twenty-five percent (25%), or
6 \$9,875.00, will be distributed to PAGA Employees (*i.e.*, the PAGA Employee Amount) on a *pro rata*
7 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA
8 Period (*i.e.*, the Individual PAGA Payments). The Parties agree that if the Settlement is not approved,
9 in whole or part, because the Court determines that the amount allocated to the PAGA Amount should
10 increase, the portion of the Gross Settlement Amount allocated for payment to the Class shall be
11 decreased to account for any increase required for the PAGA Amount such that the total Gross
12 Settlement Amount does not increase.

13 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
15 which is currently estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). These
16 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
17 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
18 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
19 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
20 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
21 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
22 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
23 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
24 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
25 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
26 Settlement Amount for the benefit of the Settlement Class Members.

27 17. Escalator Clause. Defendant has represented that there is a total of 7,513 pay periods
28 during the period August 15, 2023, through April 2, 2025. If the total number of Pay Periods during

the Class Period and PAGA Period increases by more than 10% as of the date of preliminary approval of the Settlement, then Defendant will have the choice of: (a) paying a proportional increase in the Gross Settlement Amount for each additional Pay Period over 8,264; (b) only paying a proportional increase in the PAGA Amount for each additional Pay Period over 8,264, which will be added to the Gross Settlement Amount, and modifying the end date of the Class Period to be the date immediately before the escalator clause is triggered (*i.e.*, before the date the total number of Pay Periods exceeds 8,264); or (c) modifying the end date of the Class Period and PAGA Period to the date immediately before the escalator clause is triggered (*i.e.*, before the date the total number of Pay Periods exceeds 8,264).

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Pay Periods, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Pay Periods of all Class Members to yield the "**Estimated Pay Period Value**," and multiply each Class Member's individual Pay Periods by the Estimated Pay Period Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Pay Periods of all Settlement Class Members to yield the "**Final Pay Period Value**," and multiply each Settlement Class Member's individual Pay Periods by the Final Pay Period Value to each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, *i.e.*, 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "**PAGA Pay Period Value**," and multiply each PAGA Employee's individual Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.

- 1 a. Each Individual Settlement Share will be allocated as follows: twenty percent
2 (20%) wages and eighty percent (80%) penalties, interest, and non-wage
3 damages. The portion allocated to wages will be reported on an IRS Form W-
4 2 and the portions allocated to penalties, interest, and non-wage damages will
5 be reported on an IRS Form 1099 (if applicable) by the Settlement
6 Administrator. The Settlement Administrator will withhold the employee's
7 share of taxes and withholdings with respect to the wages portion of the
8 Individual Settlement Shares, and issue checks to Settlement Class Members
9 for their Individual Settlement Payments (i.e., payment of their Individual
10 Settlement Share net of these taxes and withholdings). The Employer Taxes
11 will be paid separately and in addition to the Gross Settlement Amount. Each
12 Individual PAGA Payment will be allocated as one hundred percent (100%)
13 penalties and will be reported on an IRS Form 1099 (if applicable) by the
14 Settlement Administrator.
- 15 b. The Parties stipulate that the QSF (as defined at Paragraph 36) will qualify as a
16 settlement fund pursuant to the requirements of Section 468(B)(g) of the
17 Internal Revenue Code of 1986, as amended, and Section 1.468B-1 et seq. of
18 the federal income tax regulations. Furthermore, the Settlement Administrator
19 is designated as the "Administrator" of the qualified settlement funds for
20 purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly,
21 all taxes imposed on the gross income of the settlement fund and any tax-related
22 expenses arising from any income tax return or other reporting document that
23 may be required by the Internal Revenue Service or any state or local taxing
24 body will be paid from the QSF.

25 21. Administration of Taxes by the Settlement Administrator. The Settlement
26 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
27 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
28 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement

1 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
2 taxes and other legally required withholdings to the appropriate government authorities.

3 22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
4 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
5 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
6 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
7 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
8 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
9 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
10 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
11 Members, and PAGA Employees should consult with their tax advisors concerning the tax
12 consequences of any payment they receive under the Settlement.

13 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
14 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
15 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
16 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
18 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
19 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
21 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
22 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
23 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
24 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
25 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
27 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
28 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY

1 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
2 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
3 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
4 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
5 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
6 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
7 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

8 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
9 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
10 are issued to the payee. It is expressly understood and agreed that payments made under this
11 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
12 to additional compensation or benefits under any new or additional compensation or benefits, or any
13 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
14 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
15 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
16 any contrary language or agreement in any benefit or compensation plan document that might have
17 been in effect during the Class Period).

18 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
19 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
20 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
21 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
22 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
23 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
24 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
25 Order seeking the following:

- 26 a. Conditionally certifying the Class for settlement purposes only;
- 27 b. Granting Preliminary Approval of the Settlement;
- 28 c. Preliminarily appointing Plaintiff as the representative of the Class;

- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

28. Notice by First-Class U.S. Mail.

- a. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members and PAGA Employees via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

- b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member or PAGA Employee, and perform a single re-mailing within five (5) calendar days.

- c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.

1 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
2 provide notice of the Settlement.

3 29. Disputes Regarding Pay Periods. Class Members/PAGA Employees will have an
4 opportunity to dispute the number of Pay Periods which have been credited to them, as reflected in
5 their respective Class Notices, by submitting a timely and valid Dispute to the Settlement
6 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on
7 the return mailing envelope will be the exclusive means to determine whether a Dispute has been
8 timely submitted. Upon receipt of notice of a Dispute form, the Settlement Administrator shall
9 promptly serve Defendant's Counsel with a copy of the Dispute form and any accompanying papers.
10 Defendant shall have the right to respond to the Dispute form of any Class Member/PAGA Employee.
11 Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number
12 of Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will
13 be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA
14 Employee produces information and/or documents to the contrary, the Settlement Administrator will
15 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement
16 Administrator will resolve and determine the number of eligible Pay Periods that the disputing Class
17 Member/PAGA Employee should be credited with under the Settlement. The Settlement
18 Administrator's decision on such disputes will be final and non-appealable.

19 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
20 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
21 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
22 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
23 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
24 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
25 submitted, and also identify the individuals who have submitted a timely and valid Request for
26 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
27 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
28 to request exclusion from the Class Settlement. Any Class Member who submits a Request for

1 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
2 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
3 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
4 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
5 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
6 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
7 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
8 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
9 submit a Request for Exclusion.

10 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
11 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
12 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
13 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
14 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
15 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
16 and complete and which were not), and also attach them to a declaration that is to be filed with the
17 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
18 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
19 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
20 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
21 whether they have submitted a Notice of Objection.

22 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
25 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
26 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
27 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
28 Agreement as needed or requested, and immediately notify the Parties when it receives a request from

an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute. Further, within ten (10) calendar days of the close of the Response Deadline, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendant's Counsel setting forth the number of Settlement Class Members and PAGA Employees; the identity of those individuals who opted out of the Settlement Agreement; the total amount payable to all Settlement Class Members and PAGA Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, Net Settlement Amount, and the appropriate applicable Employer Taxes for any portion of the Individual Settlement Shares designated as wages.

33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

34. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class

Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Court Appointed Special Advocates (“CASA”) of Los Angeles as a *cy pres* recipient. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employees’ share of taxes, contributions, and/or withholding associated with canceled Individual Settlement Payments, all such amounts shall also be transmitted to CASA. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

39. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of this Settlement Agreement, had or claimed to have or may have, including, but not limited to, the Released Class Claims and the Released PAGA Claims. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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.

42. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,

1 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
2 Settlement Agreement.

3 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
4 Settlement Agreement shall have the following effects:

5 a. The Settlement Agreement shall be void and shall have no force or effect, and
6 no Party shall be bound by any of its terms;

7 b. In the event the Settlement Agreement is terminated, Defendant shall have no
8 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
9 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
10 Administrator is notified that the Settlement has been terminated;

11 c. The Preliminary Approval Order and Final Approval Order and Judgment,
12 including any order certifying the Class, shall be vacated;

13 d. The Settlement Agreement and all negotiations, statements, and proceedings
14 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
15 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

16 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
17 statements, or filings in furtherance of the Settlement (including all matters associated with the
18 mediation) shall be admissible or offered into evidence in the Action or any other action for any
19 purpose whatsoever; and

20 f. Any documents generated to bring the Settlement into effect, will be null and
21 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
22 likewise be treated as void from the beginning.

23 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
26 of action or right herein released and discharged.

27 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
28 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
Any exhibits to this Settlement Agreement are an integral part of the Settlement.

1 47. Confidentiality/No Publicity. Plaintiff and her counsel agree that the terms of this
2 Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations
3 leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not
4 be discussed with or publicized or promoted to the media (including, without limitation, legal
5 periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any
6 website of Class Counsel or any other website, or on any blogs, articles, or on any social media
7 platforms or channels), or the public at large, without the advance written consent of Defendant. The
8 Parties intend this Paragraph 47 to prohibit Plaintiff and her counsel from discussing, answering
9 questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations
10 leading to the Settlement Agreement with anyone other than the Court or those individuals necessary
11 to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and Class Counsel
12 (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and
13 (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in
14 this case; (b) where required by law (*e.g.*, income tax returns); and (c) to accountants or other tax
15 professionals for the purpose of preparing tax returns. In addition, Class Counsel may respond to
16 questions received from, and discuss any aspect of this Agreement with Class Members and PAGA
17 Employees. Nothing herein shall prevent Class Counsel from referring to the Action in filings before
18 any courts relating to the adequacy of counsel, or for purposes of seeking court approval of
19 class/PAGA settlements. Furthermore, Plaintiff and Class Counsel will undertake any and all
20 disclosures required to be made to the LWDA in conformity with PAGA.

21 48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
22 entirety of the Parties’ agreement relating to the settlement and transaction completed thereby, and all
23 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
24 or written and whether by a Party or such Party’s legal counsel, are merged herein. No other prior or
25 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
26 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
27 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
28 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
Agreement.

1 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
2 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
3 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
4 Approval Hearing to be conducted by the Court.

5 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
6 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
7 except by written agreement signed by counsel for all the Parties to this Agreement. After the filing
8 of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any
9 provision of this Settlement Agreement except by written agreement signed by counsel for all the
10 Parties to this Agreement and subject to Court approval. A waiver or amendment of any provision of
11 this Settlement Agreement will not constitute a waiver of any other provision.

12 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
17 full authority to enter into this Settlement Agreement, and further intend that this Settlement
18 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
19 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
20 confidentiality provisions that otherwise might apply under state or federal law.

21 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
22 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
23 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
24 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
25 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
26 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
27 Member and PAGA Employee.

28 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

 54. Binding Effect Of Agreement On Class Members. Subject to final Court approval and

the occurrence of the Effective Date, and unless otherwise provided in this Settlement Agreement, all Settlement Class Members will be bound by this Settlement Agreement.

55. Binding Effect Of Agreement On PAGA Employees and State of California. The PAGA Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Approval Order and Judgment to be bound by the release of the Released PAGA Claims during the PAGA Period as set forth in this Settlement Agreement.

56. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

57. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

59. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

60. Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

1 61. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
3 to implement the Settlement. Plaintiff agrees not to request to be excluded from the Class and not to
4 object to any terms of this Settlement Agreement. Any such request by the Plaintiff for exclusion or
5 objection shall be void and of no force or effect.

6 62. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
7 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
8 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
9 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
10 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
11 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
12 or engaged in any other unlawful conduct with respect to Class or PAGA Employees. Neither this
13 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
14 it, shall be construed as an admission or concession by Defendant of any such violations or failures to
15 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
16 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
17 received as evidence in any action or proceeding to establish any liability or admission on the part of
18 Defendant or to establish the existence of any condition constituting a violation of, or a non-
19 compliance with, federal, state, local, or other applicable law.

20 63. Captions. The captions and paragraph numbers in this Settlement Agreement are
21 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
22 intent of the provisions of this Settlement Agreement.

23 64. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
25 construed more strictly against one Party than another merely by virtue of the fact that it may have
26 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
27 negotiations between the Parties, all Parties have contributed equally to the preparation of this
28 Settlement Agreement.

65. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

66. Additional Attorneys' Fees and Costs. No Class Member, PAGA Employee, or Class Counsel, or any other attorney acting for any Class Member or PAGA Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Actions or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement. Notwithstanding the foregoing, 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 Agreement 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 attorneys' fees and costs, including expert witness fees, in connection with any enforcement actions.

67. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

68. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member listed in the Class List or any recipient of the Class Notice after the entry of the Final Approval Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Class Settlement. Notwithstanding the foregoing, this Paragraph does not apply to any individuals who would be considered Class Members but were left off of the Class List.

69. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:
Jonathan M. Genish
jgenish@blackstonepc.com
Barbara DuVan-Clarke

bdc@blackstonepc.com
Danielle L. GruppChang
dgruppchang@blackstonepc.com

P.J. Van Ert
pjvanert@blackstonepc.com

Alexandra Rose
arose@blackstonepc.com

BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Maria Z. Stearns
mstearns@rutan.com

Peter Hering
phering@rutan.com

RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Tel: (714) 641-5100 / Fax: (714) 546-9035

70. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF SABRINA RODRIGUEZ

Dated: 08/13/2025



Plaintiff Sabrina Rodriguez

**DEFENDANT WESTPORT PROPERTIES,
INC.**

1 Dated: August 28, 2025

Signed by:

Scott Nguyen

EE3D956D3AAC458...

Full Name: Scott Nguyen

Title: CFO

On behalf of Defendant Westport Properties, Inc.

2
3
4
5 **APPROVED AS TO FORM ONLY:**

BLACKSTONE LAW, APC

6
7
8 Dated: 08/13/2025

Alexandra Rose

Alexandra Rose

*Attorneys for Plaintiff Sabrina Rodriguez
and Proposed Class Counsel*

RUTAN & TUCKER, LLP

9
10
11
12
13 Dated: August 28, 2025

Maria Z. Stearns

Maria Z. Stearns

Peter Hering

*Attorneys for Defendant Westport Properties,
Inc,*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Sabrina Rodriguez v. Westport Properties, Inc.
Superior Court of California for the County of Los Angeles, Case No. 24STCV14703

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Sabrina Rodriguez (“**Plaintiff**”) and Defendant Westport Properties, Inc. (“**Defendant**”) (Plaintiff and Defendant are collectively referred to as the “**Parties**”) in the case entitled *Sabrina Rodriguez v. Westport Properties, Inc.*, Los Angeles County Superior Court, Case No. 24STCV14703 (“**Action**”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“**Final Approval Hearing**”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member(s)**” means all non-exempt employees who worked for Defendant in California at any time during the Class Period.

“**Class Period**” means the period from August 15, 2023 through [the date the Court grants preliminary approval, subject to Paragraph 18 of the Settlement Agreement].

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

“**PAGA Employee(s)**” means all non-exempt employees who worked for Defendant in California during the PAGA Period.

“**PAGA Period**” means the period from August 15, 2023 through [the date the Court grants preliminary approval, subject to Paragraph 18 of the Settlement Agreement].

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On June 10, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“**LWDA**”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated, and on April 29, 2025, provided an amended notice (together, “**PAGA Letter**”). On June 11, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“**Operative Complaint**”) in the Action, which, *inter alia*, added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“**PAGA**”).

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, pay paid sick leave, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that it has complied with the

law at all times. The Court has made no decision on the merits of the Operative Complaint.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“**Settlement**” or “**Settlement Agreement**”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“**Settlement Administrator**”), Plaintiff Sabrina Rodriguez as representative of the Class (“**Class Representative**”), and the following Plaintiff’s attorneys as counsel for the Class (“**Class Counsel**”):

Jonathan M. Genish
Barbara Du-Van-Clarke
Danielle L. GruppChang
P.J. Van Ert
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) (the “**Gross Settlement Amount**”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “**Net Settlement Amount**.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$138,250.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00) allocated toward civil penalties under the Private Attorneys General Act (“**PAGA Amount**”), of which the LWDA will be paid 75% (\$29,625.00) (“**LWDA Payment**”) and the remaining 25% (\$9,875.00) will be distributed to PAGA Employees (“**PAGA Employee Amount**”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“**Individual Settlement Share**”) and PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“**Individual PAGA Payment**”) based on the number of pay periods each Class Member and PAGA Employee worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period (“**Pay Periods**”).

The Settlement Administrator has divided the Net Settlement Amount by the Pay Periods of all Class Members to yield the “**Estimated Pay Period Value**,” and multiplied each Class Member’s individual Pay Periods by the Estimated Pay Period Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“**Settlement Class Members**”) will be issued their final Individual Settlement Payment. The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “**PAGA Pay Period Value**,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“**Individual Settlement Payment**”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“**Employer Taxes**”) will be paid by Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Pay Periods Based on Defendant’s Records

According to Defendant’s records:

- From August 15, 2023 through [the date the Court grants preliminary approval, subject to Paragraph 18 of the Settlement Agreement] (i.e., the Class Period), you are credited as having worked [] Pay Periods.
- From August 15, 2023 through [the date the Court grants preliminary approval, subject to Paragraph 18 of the Settlement Agreement] (i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“**Dispute**”). The Dispute must: (a) contain the case name and number of the Action (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [] . The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Court Appointed Special Advocates (“CASA”) of Los Angeles, a non-profit dedicated to advocating for the rights of foster children and youth.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“**Released Class Claims**” means any and all claims, known or unknown, contingent or accrued, that have been, or could have reasonably been, alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Action, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“**Released PAGA Claims**” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“**Released Parties**” means Defendant and its current and former parents, predecessors, successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$138,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “**Attorneys’ Fees and Costs**”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“**Enhancement Payment**”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) (“**Settlement Administration Costs**”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

As a PAGA Employee, and if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“**Request for Exclusion**”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still

be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“**Notice of Objection**”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Rodriguez v. Westport Properties, Inc.*, Case No. 24STCV14703); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**