

1 **STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND**
2 **RELEASE**

3 This Stipulation of Class and Representative Action Settlement and Release (“Settlement
4 Agreement,” “Agreement,” or “Settlement Agreement”) is made and entered into between
5 Plaintiffs Melissa Clack (“Plaintiff Clack”) and Evelyn McOmie (“Plaintiff McOmie”) (together,
6 “Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated,
7 the State of California, and all allegedly aggrieved employees, who are represented by Lawyers
8 for Justice, PC (“Class Counsel”); and Defendant Lavender Hills Assisted Living, LLC
9 (“Defendant”)(collectively with Plaintiffs, the “Parties” and individually they are referred to as
10 “Party”).

11 This Settlement shall cover and be binding upon (1) Plaintiffs, all Settlement Class
12 Members (defined below), the State of California (including but not limited to the California
13 Labor Workforce Development Agency (“LWDA”)), and all allegedly aggrieved employees, all
14 of whom Plaintiffs purport to represent in the Actions (defined below); and (2) Defendant and
15 the Released Parties (as defined below), subject to the terms and conditions hereof and the
16 approval of the Court.

17 **RECITALS**

18 1. On July 27, 2021, Plaintiff Clack initiated a putative class action by filing a Class
19 Action Complaint for Damages (“*Clack* Class Complaint”) against Defendant in the Superior
20 Court of California for the County of Shasta (“Court”), Case No. CVCV21-0197865 (“*Clack*
21 Class Action”), on behalf of herself and all other all current and former hourly-paid or non-exempt
22 employees who worked for Defendant within the State of California, thereby alleging the
23 following causes of action: (1) failure to pay overtime wages in violation of California Labor Code
24 §§ 510 and 1198; (2) failure to provide meal periods or pay premium pay in lieu thereof in violation
25 of California Labor Code §§ 226.7 and 512(a); (3) failure to provide rest breaks or pay premium
26 pay in lieu thereof in violation of California Labor Code § 226.7; (4) failure to pay minimum wages
27 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (5) failure to pay all wages
28 timely upon termination of employment in violation of California Labor Code §§ 201 and 202; (6)

1 failure to timely pay wages during employment in violation of California Labor Code § 204; (7)
2 failure to provide accurate itemized wage statements in violation of California Labor Code §
3 226(a); (8) failure to keep requisite payroll records in violation of California Labor Code §
4 1174(d); (9) failure to reimburse necessary business expenses in violation of California Labor
5 Code §§ 2800 and 2802; and (10) unfair business practices in violation of California Business and
6 Professions Code section 17200, *et seq.*

7 2. On June 5, 2024, Plaintiff McOmie submitted written notice of her intent to
8 pursue civil penalties for various alleged California Labor Code violations to the LWDA and
9 Defendant pursuant to the California Labor Code Private Attorneys General Act of 2004
10 (“PAGA”), California Labor Code section 2699, *et seq* (“First *McOmie* PAGA Letter”). Plaintiff
11 McOmie alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
12 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and of Industrial
13 Welfare Commission (“IWC”) Wage Order Nos. 4-2001 and 5-2001. On September 16, 2024,
14 Plaintiff McOmie submitted a second written notice to the LWDA stating her intent to pursue
15 civil penalties for the same alleged California Labor Code violations against Janet Coulter, Mark
16 Coulter, and Robert O’Brien who are individuals against whom Plaintiff McOmie alleges she
17 can also assert the same legal claims (“Second *McOmie* PAGA Letter”). Plaintiff McOmie
18 represents that the LWDA elected not to investigate Plaintiff McOmie’s claims within the
19 relevant statutorily provided period.

20 3. On August 15, 2024, Plaintiff McOmie initiated a PAGA representative action by
21 filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor
22 Code § 2698, *Et Seq.* (“*McOmie* PAGA Complaint”) against Defendant in the Court, Case No.
23 24CV-0205758 (“*McOmie* PAGA Action”) (together with “*Clack* Class Action”, the
24 “Litigation”), thereby asserting a single claim for civil penalties pursuant to PAGA based on
25 alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
26 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Order Nos. 4-
27 2001 and 5-2001.

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1 4. On May 20, 2025, the Parties filed a joint stipulation seeking an order to consolidate
2 the *Clack* Class Action and the *McOmie* PAGA Action. On May 21, 2025, the Court issued an
3 order consolidating the Actions.

4 5. On March 27, 2023, the Parties participated in a mediation with the Hon. Howard
5 Broadman (Ret.) (“Mediator Broadman”), a respected mediator for wage and hour class actions.
6 However, the mediation was unsuccessful and the Parties resumed litigation efforts.

7 6. On February 12, 2025, the Parties participated in a successful second global
8 mediation before Doug Leach, Esq. (“Mediator Leach”) and the Parties were able to reach a
9 global settlement in principle on February 13, 2025, which is memorialized herein. The
10 settlement discussions were conducted at arm’s-length, and the settlement is the result of an
11 informed and detailed analysis of Defendant’s potential liability of total exposure in relation to
12 the costs and risks associated with continued litigation. The Parties engaged in both formal
13 discovery and the informal exchange of relevant class data and documents prior to the mediation.
14 Counsel for Plaintiff propounded discovery requests on Defendant and conducted the deposition
15 of Defendant’s Person Most Knowledgeable, which included requests for production of
16 documents. Additionally, the Parties participated in a *Belaire West* Notice procedure, Class
17 Counsel was provided with putative class contact information, and Class Counsel conducted
18 interviews with putative class members. Based on the documents and information produced, as
19 well as Class Counsel’s own independent investigation and evaluation, and Mediator Leach’s
20 efforts, Class Counsel believes that the settlement with Defendant for the consideration and on
21 the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the
22 best interest of the putative class members, the State of California, and aggrieved employees in
23 light of the facts and circumstances, including the risk of significant delay and uncertainty
24 associated with litigation and various defenses asserted by Defendant.

25 7. Defendant denies all material allegations set forth in the PAGA Notices (as
26 defined below) and the Operative Complaints (as defined below) in the Actions and have asserted
27 numerous affirmative defenses and other defenses to each and every claim. Nevertheless, in the
28 interest of avoiding the cost and expense of further litigation, Defendant desires to fully and

1 finally settle all actual or potential claims by the putative class members and State of California
2 with respect to aggrieved employees.

3 8. This Settlement Agreement is made and entered into by and between (1)
4 Plaintiffs, individually and on behalf of all others similarly situated, the State of California,
5 including the LWDA, and all allegedly aggrieved employees; and (2) Defendant, and is subject
6 to the terms and conditions hereof and the Court's approval. The Settlement is made and entered
7 into by the Parties for the purpose of resolving all claims asserted in the PAGA Notices and the
8 Actions, as well as all claims that could have been asserted in the Actions based on the facts
9 alleged in the PAGA Notices and Operative Complaints (as defined below) in the Actions. The
10 Parties expressly acknowledge that this Settlement Agreement is entered into solely for the
11 purpose of compromising significantly disputed claims and that nothing herein is an admission
12 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not
13 approved, it will be of no force or effect, and the Parties shall be returned to their original
14 respective positions.

15 9. This Settlement Agreement is intended by Plaintiffs and Defendant to fully, finally,
16 and forever resolve, discharge, and settle the Released Class Claims and Released PAGA Claims
17 (as defined below), upon and subject to the terms and conditions hereof.

18 DEFINITIONS

19 10. The following definitions are applicable to this Settlement Agreement. Definitions
20 contained elsewhere in this Settlement Agreement will also be effective.

21 a. "Actions" means (1) the *Clack* Class Action, entitled *Melissa Clack v.*
22 *Lavender Hills LLC*, Superior Court of California, County of Shasta, Case No. CVCV21-0197865;
23 and (2) the *McOmie* PAGA Action, entitled *Evelyn McOmie v. Lavendar Hills Assisted Living*
24 *LLC*, Superior Court of California, County of Shasta, Case No. 24CV-0205758, which were
25 consolidated pursuant to the Court's order entered on May 21, 2025.

26 b. "Attorneys' Fees and Costs" means the attorneys' fees and costs agreed
27 upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the
28 Actions, including, but not limited to, attorneys' fees and costs associated with documenting the

1 Settlement, securing the Court's approval of the Settlement, administering the Settlement,
2 obtaining entry of a Judgment (defined below) terminating the Actions, and expenses for any
3 experts, mediation fees, and filing and service fees. Class Counsel will request, and Defendant
4 will not oppose, attorneys' fees of up to One Hundred Sixty-Four Thousand Three Hundred
5 Twenty-Five Dollars and Zero Cents (\$164,325.00) (if the Total Settlement Amount remains at
6 \$469,500.00). Class Counsel will also request, and Defendant will not oppose, the reimbursement
7 of any reasonable costs and expenses associated with Class Counsel's litigation and settlement of
8 the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00),
9 subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's fees and cost
10 application up to the above specified amounts. Any portion of the requested attorneys' fees and
11 costs not awarded to Class Counsel by the Court shall be added to the Net Settlement Amount for
12 the benefit of Settlement Class Members.

13 **c. "Class Counsel"** means Arby Aiwazian, Joanna Ghosh, Brian J. St. John,
14 and Maria Halwadjian of Lawyers *for* Justice, PC, and Domb & Rauchwerger LLP.

15 **d. "Class Data"** means a complete list of all Class Members and PAGA
16 Members that Defendant will diligently and in good faith compile from their records and provide
17 to the Settlement Administrator. The Class Data will be formatted in a readable Microsoft Office
18 Excel spreadsheet and will include each Class Member's and PAGA Member's (a) last-known full
19 name; (b) Social Security Number; (c) last-known mailing address; (d) last-known telephone
20 number; (e) start and end dates of employment as an hourly-paid or non-exempt employee who
21 worked for Defendant within the State of California at any time during the Class Release Period
22 and PAGA Release Period; (f) the total number of Workweeks during the Class Release Period;
23 and (f) the total number of Pay Periods during the PAGA Release Period.

24 **e. "Class" or "Class Member"** means all current and former hourly-paid or
25 non-exempt employees of Defendant in California employed during the Class Release Period

26 **f. "Class Notice"** means the Notice of Class Action Settlement, substantially
27 in the form attached hereto as "**EXHIBIT 1**," and as may be modified by the Court. The Class
28 Notice shall include: (a) information regarding the nature of the Actions; (b) a summary of the

1 Settlement's principal terms; (c) the Class Member and PAGA Member definitions; (d) the total
2 number of Workweeks and Pay Periods each respective Class Member and PAGA Member was
3 employed by Defendant during the Class Release Period and the PAGA Release Period (as defined
4 below); (e) each Class Member's estimated Individual Settlement Share and the formula for
5 calculating Individual Settlement Shares; (f) each PAGA Member's estimated Individual PAGA
6 Payment and the formula for calculating Individual PAGA Payments; (g) the dates that comprise
7 the Class Release Period and the PAGA Release Period; (h) information regarding submitting
8 disputes regarding Workweeks and/or Pay Periods, Objections to the Class Settlement, and/or
9 Requests for Exclusion from the Class Settlement (to the extent permitted by this Settlement
10 Agreement); (i) the deadlines by which disputes of Workweeks and/or Pay Periods, Objections to
11 the Class Settlement, and/or Requests for Exclusion from the Class Settlement (to the extent
12 permitted by this Settlement Agreement) must be postmarked; (j) the claims to be released through
13 this Settlement; and (k) the date for the Final Approval Hearing (defined below). The Class Notice
14 shall be mutually agreed-upon by the Parties and presented to the Court for approval.

15 **g. "Class Release Period"** means the period from July 27, 2017 through April
16 14, 2025.

17 **h. "Class Settlement"** means the settlement and release of the Released Class
18 Claims.

19 **i. "Court"** means the Superior Court of the State of California, County of
20 Shasta.

21 **j. "Defendant"** means Lavendar Hills Assisted Living, LLC.

22 **k. "Defense Counsel"** means Jamie Bossuat of Kroloff, Belcher, Smart, Pery
23 & Christopherson, APC.

24 **l. "Effective Date"** means the date when all of the following events have
25 occurred in the Actions: (1) the Settlement has been executed by all Parties, Class Counsel, and
26 Defense Counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Class
27 Notice has been mailed to Class Members and PAGA Members; (4) the Court has held the Final
28 Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement

1 Class and approving the Settlement; and (5) sixty-six (66) calendar days have passed since the
2 filing and service of the notice of entry of the Final Approval Order and Judgment certifying the
3 Settlement Class and approving the Settlement. If any appeal, review, writ, motion, ex parte
4 application, late objection, post judgment/order challenge, and/or other proceeding opposing the
5 Court's Final Approval Order approving the Settlement have been filed, the Effective Date occurs
6 five (5) business days after any appeal, review, writ, motion, ex parte application, late objection,
7 post judgment/order challenge, and/or other proceedings opposing the Settlement have been finally
8 and conclusively dismissed with no right to pursue further remedies or relief, including further
9 appeals.

10 **m. "Enhancement Award(s)"** means the amounts to be paid to Plaintiffs in
11 recognition of their efforts and work in prosecuting the Actions on behalf of the Class and the State
12 of California with respect to the PAGA Members, and their agreement to a full general release of
13 all claims, including a waiver of California Civil Code section 1542 as set forth herein. The Parties
14 agree that Plaintiffs will be paid up to Seven Thousand Five Hundred Dollars and Zero Cents
15 (\$7,500.00) each (for a total of \$15,000.00) from the Total Settlement Amount as their
16 Enhancement Award, subject to the Court granting Final Approval of this Settlement and subject
17 to the exhaustion of any and all appeals. Any portion of the Enhancement Awards not awarded to
18 Plaintiffs by the Court shall be added to the Net Settlement Amount for the benefit of Settlement
19 Class Members.

20 **n. "Final Approval"** means the determination by the Court that the
21 Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment
22 based thereon.

23 **o. "Final Approval Hearing"** means the hearing at which the Court will
24 consider and determine whether the Settlement should be granted Final Approval and will make
25 a final determination whether the terms of the Settlement Agreement are fair, reasonable, and
26 adequate for the Settlement Class and meet all applicable requirements for approval, and, if the
27 Settlement is so approved, whether a Judgment should be entered thereon, whether the Plaintiffs'
28 application for Enhancement Awards should be granted, whether the Settlement Administration

1 Costs are reasonable and should be granted, and whether an application by Class Counsel for an
2 award of reasonable Attorneys' Fees and Costs should be granted.

3 **p. "Final Approval Order"** means the final order entered by the Court that,
4 *inter alia*, finally approve(s) the Settlement Agreement following the Final Approval Hearing.

5 **q. "Individual PAGA Payment"** means the *pro rata* share of the PAGA
6 Member Amount that a PAGA Member is eligible to receive under the Settlement Agreement.

7 **r. "Individual Settlement Payment"** means the net payment of each
8 Settlement Class Member's Individual Settlement Share, after reduction for the employee's share
9 of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

10 **s. "Individual Settlement Share"** means the *pro rata* share of the Net
11 Settlement Amount that a Class Member may be eligible to receive under the Settlement
12 Agreement.

13 **t. "Judgment"** means the judgment entered by the Court upon approving the
14 Settlement and resolving the Actions with prejudice.

15 **u. "LWDA Payment"** means the amount that the Parties have agreed to pay
16 to the LWDA for its seventy-five percent (75%) share of the PAGA Penalty Amount, or Fifty-Two
17 Thousand Five Hundred Dollars and Zero Cents (\$52,500.00).

18 **v. "Net Settlement Amount"** means the portion of the Total Settlement
19 Amount that is available for distribution to Settlement Class Members, which is the Total
20 Settlement Amount less the amounts awarded by the Court for (1) Attorney's Fees and Costs, (2)
21 Settlement Administration Costs, (3) PAGA Penalty Amount, and (4) Enhancement Awards, as
22 defined herein.

23 **w. "Objection"** means a Settlement Class Member's written objection to the
24 Class Settlement, which must: (a) be signed by the Settlement Class Member; (b) contain the case
25 name and number of the Actions; (c) contain the Settlement Class Member's full name, telephone
26 number, mailing address, and last four digits of their Social Security Number; (d) clearly state the
27 factual and legal basis for objecting to the Class Settlement; (e) contain copies of any papers,
28 briefs, or other documents upon which the objection is based; (f) indicate whether the Settlement

1 Class Member is represented by counsel and identify said counsel; and (g) indicate whether the
2 Settlement Class Member intends to appear at the Final Approval Hearing and seeks to be heard
3 at the Final Approval Hearing.

4 x. **“Operative Complaints”** means the *Clack* Class Complaint filed on July
5 27, 2021 and the *McOmie* PAGA Complaint filed on August 15, 2024.

6 y. **“PAGA Members”** means all current and former hourly-paid or non-
7 exempt employees of Defendant in California employed during the PAGA Release Period.

8 z. **“PAGA Member Amount”** means the twenty-five percent (25%) portion
9 of the PAGA Payment, or Seventeen Thousand Five Hundred Dollars and Zero Cents
10 (\$17,500.00), to be distributed to PAGA Members on a *pro rata* basis based on their Pay Periods
11 during the PAGA Release Period.

12 aa. **“PAGA Notices”** means the First McOmie PAGA Letter and Second
13 McOmie PAGA Letter that Plaintiff McOmie submitted to the LWDA, regarding Plaintiff
14 McOmie’s intent to pursue civil penalties for alleged violations of various provisions of the
15 California Labor Code.

16 bb. **“PAGA Penalty Amount”** means the amount that the Parties have agreed
17 to pay from the Total Settlement Amount to the LWDA and PAGA Members in connection with
18 PAGA. The Parties have agreed that Seventy Thousand Dollars and Zero Cents (\$70,000.00) of
19 the Total Settlement Amount will be allocated to civil penalties pursuant to PAGA. Of this
20 amount, and in accordance with PAGA, seventy-five percent (75%) (i.e., Fifty-Two Thousand
21 Five Hundred Dollars and Zero Cents (\$52,500.00)) will be paid to the LWDA (i.e., LWDA
22 Payment), and twenty-five percent (25%) (i.e., Seventeen Thousand Five Hundred Dollars and
23 Zero Cents (\$17,500.00)) will be distributed to the PAGA Members in accordance with the
24 formula set forth in this Settlement Agreement (i.e., PAGA Member Amount).

25 cc. **“PAGA Release Period”** means the period from June 5, 2023 through
26 April 14, 2025.

27 dd. **“PAGA Settlement”** means the settlement and release of the Released
28 PAGA Claims.

1 **ee. “Party” or “Parties”** means Plaintiffs Melissa Clack and Evelyn McOmie,
2 and Defendant Lavender Hills Assisted Living LLC, individually or collectively.

3 **ff. “Pay Periods”** means the number of weeks each PAGA Member was
4 employed by Defendant within the State of California during the PAGA Release Period, which
5 will be calculated by the Settlement Administrator by counting the number of calendar weeks
6 during the PAGA Release Period that any PAGA Member worked at least one day.

7 **gg. “Plaintiffs”** means Plaintiffs Melissa Clack and Evelyn McOmie.

8 **hh. “Preliminary Approval”** means entry of the Court order granting
9 preliminary approval of the Settlement Agreement.

10 **ii. “Preliminary Approval Order”** means the order entered by the Court that
11 preliminarily approves the terms and conditions of this Settlement Agreement, including the
12 content of the Class Notice, and sets a Final Approval Hearing.

13 **jj. “Released Class Claims”** means all claims under state, federal, or local
14 law, arising out of the claims expressly pleaded in the Actions and the PAGA Notices and all other
15 claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other
16 provisions of law, that could have been asserted based on the facts pleaded in the Actions,
17 including but not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198;
18 (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7,
19 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec.
20 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely
21 pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during
22 employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage
23 statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor
24 Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802;
25 (10) violation of California’s unfair competition law under Business and Professions Code Sec.
26 17200.

27 **kk. “Released PAGA Claims”** means any and all claims for civil penalties
28 under PAGA, arising out of the facts alleged in the Operative Complaints and PAGA Notices or

1 that reasonably could have been alleged based on the factual allegations contained in the Operative
2 Complaints and PAGA Notices, arising during the PAGA Release Period, including but not limited
3 to claims for failure to pay overtime wages, failure to provide meal periods and associated
4 premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages,
5 failure to pay all wages timely upon termination, failure to timely pay wages during employment,
6 failure to provide compliant itemized wage statements, failure to keep requisite payroll records,
7 failure to reimburse necessary business expenses, and failure to pay reporting time pay, in violation
8 of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
9 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders
10 Nos. 4-2001 and 5-2001.

11 **II. “Released Parties”** means Defendant Lavender Hills Assisted Living, LLC
12 and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that
13 could be considered to have jointly employed the Class Members or PAGA Members as well as
14 each of their officers, directors managers, owners, executives, partners, executive-level employees,
15 employees involved in payroll, shareholders, agents, attorneys, and any other predecessors,
16 successors, assigns or legal representatives, including but not limited to Janet Coulter, Mark
17 Coulter, and Robert O’Brien.

18 **mm. “Request for Exclusion”** means a Class Member’s written letter indicating
19 a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain
20 the case name and number of the Actions; (b) be signed by the Class Member; (c) contain the full
21 name, address, telephone number, and the last four digits of the Social Security Number of the
22 Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to
23 be included in the Class Settlement.

24 **nn. “Response Deadline”** means the deadline by which Class Members must
25 submit a Request for Exclusion, Objection, and/or dispute of the Workweeks and/or Pay Periods
26 credited to them, which shall be the date that is forty-five (45) calendar days from the initial
27 mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday
28 or Federal holiday, in which case the Response Deadline will be extended to the next day on which

1 the U.S. Postal Service is open. The Response Deadline may also be extended by express
2 agreement between Class Counsel and Defense Counsel. Under no circumstances, however, will
3 the Settlement Administrator have the authority to extend the Response Deadline. In the event
4 that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member
5 shall be extended by fifteen (15) calendar days from the initial mailing of the Class Notice.

6 **oo. “Settlement Administrator”** means ILYM, an independent third-party
7 class action settlement administrator that will be agreed to by the Parties and approved by the Court
8 for purposes of administering this Settlement.

9 **pp. “Settlement Administration Costs”** means the costs payable from the
10 Total Settlement Amount, subject to Court approval, to the Settlement Administrator for
11 administering this Settlement.

12 **qq. “Settlement Agreement” or “Settlement”** means this Stipulation of Class
13 and Representative Action Settlement and Release, including any permitted and executed
14 amendments hereto.

15 **rr. “Settlement Class” or “Settlement Class Members”** means all Class
16 Members, who do not submit a valid and timely Request for Exclusion from the Class Settlement
17 (to the extent permitted by this Settlement Agreement) pursuant to the terms set forth in the Class
18 Notice and approved by the Court.

19 **ss. “Total Settlement Amount”** means the total settlement amount that
20 Defendant shall be obligated to pay under this Settlement: Four Hundred Sixty-Nine Thousand
21 Five Hundred Dollars and Zero Cents (\$469,500.00). In no event shall Defendant be required to
22 pay more than the Total Settlement Amount, except as provided in section 16.j herein. The
23 employer’s share of taxes on the wages portion of Individual Settlement Shares will be paid by
24 Defendant separately and in addition to the Total Settlement Amount.

25 **tt. “Workweeks”** means the number of weeks each Class Member was
26 employed by Defendant within the State of California during the Class Release Period, which will
27 be calculated by the Settlement Administrator.

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1 **TERMS OF AGREEMENT**

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

4 11. **Class Action Certification.**

5 a. Solely for purposes of settling the Actions, and not for purposes of class
6 action certification should the matter not be settled or for any other reason, the Parties stipulate
7 and agree that the requisites for establishing class action certification under section 382 of the
8 California Code of Civil Procedure with respect to the Class have been met and are met.

9 b. Should this Settlement not be approved by the Court or be terminated, the
10 stipulations above with respect to class action certification shall be null and void and shall not
11 be admissible for any purpose whatsoever.

12 12. **Distribution of Total Settlement Amount and Calculations.**

13 a. Total Settlement Amount. Defendant shall pay Four Hundred Sixty-Nine
14 Thousand Five Hundred Dollars and Zero Cents (\$469,500.00) in exchange for the release of the
15 Released Class Claims and Released PAGA Claims and the resolution of the Actions and
16 settlement, including (1) Attorney's Fees and Costs to Class Counsel; (2) Enhancement Awards to
17 Plaintiffs; (3) Settlement Administration Costs to the Settlement Administrator; (4) LWDA
18 Payment to the LWDA; (5) Individual PAGA Payments to PAGA Members; and (6) Individual
19 Settlement Payments to Settlement Class Members. In no event shall Defendant be required to
20 pay more than the \$469,500.00 Total Settlement Amount, except as provided in section 16.j herein.
21 The employer's share of payroll taxes and contributions for the wages portion of Individual
22 Settlement Shares will be paid by Defendant separately and in addition to the Total Settlement
23 Amount.

24 b. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
25 application or motion by Class Counsels for Attorneys' Fees and Costs of not more Thirty-Five
26 percent (35%) of the Total Settlement Amount (*i.e.*, up to One Hundred Sixty-Four Thousand
27 Three Hundred Twenty-Five Dollars and Zero Cents (\$164,325.00), if the Total Settlement
28 Amount remains \$469,500.00), plus the reimbursement of reasonable costs and expenses

1 associated with Class Counsels' litigation and settlement of the Actions, estimated not to exceed
2 Thirty Thousand Dollars and Zero Cents (\$30,000.00). All of the above attorneys' fees and costs
3 will be paid from the Total Settlement Amount, subject to Court approval. These amounts will
4 cover any and all work performed and any and all costs incurred by Class Counsel in connection
5 with the Actions, including without limitation all work performed and costs incurred to date, and
6 all work to be performed and all costs to be incurred in connection with obtaining the Court's
7 approval of this Settlement Agreement, including any objections raised and any appeals
8 necessitated by those objections. Class Counsel shall be solely and legally responsible for
9 correctly characterizing this compensation for tax purposes and for paying any taxes on the
10 amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement
11 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other
12 attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney
13 fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel
14 and shall not be included within the Settlement Administration Costs. Should the Court approve
15 the Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference
16 between the lesser amount approved by the Court and the amount allocated toward the Attorneys'
17 Fees and Costs shall be a part of the Net Class Settlement Amount for the benefit of the Settlement
18 Class Members.

19 c. Enhancement Awards. In exchange for a general release of all claims, and
20 in recognition of their efforts and work in prosecuting the Actions on behalf of the Class Members,
21 the State of California, and the PAGA Members, and negotiating the Settlement, Defendant agrees
22 not to oppose or impede any application or motion for Enhancement Awards of up to Seven
23 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each of the Plaintiffs (for a total of
24 \$15,000.00). The Enhancement Awards, which will be paid from the Total Settlement Amount,
25 will be in addition to Plaintiffs' Individual Settlement Payment and/or Individual PAGA Payment
26 that is to be paid pursuant to the Settlement. Plaintiffs agree, by executing this Settlement, to a
27 general release of all claims, including a waiver of California Civil Code section 1542. The
28 Settlement Administrator will issue an IRS Form 1099 for the Enhancement Awards to Plaintiffs,

1 and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation
2 for tax purposes and for paying any taxes on the amounts received. Plaintiffs agree to indemnify
3 and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as
4 a result of the Enhancement Awards. Should the Court approve the Enhancement Awards to the
5 Plaintiffs in an amount less than that set forth above, the difference between the lesser amount
6 approved by the Court and the amount allocated toward the Enhancement Awards shall be part
7 of to the Net Settlement Amount for the benefit of the Settlement Class Members.

8 **d. Settlement Administration Costs.** The Settlement Administrator will be
9 paid for the reasonable costs of administration of the Settlement and distribution of payments from
10 the Total Settlement Amount, which is currently estimated to be \$7,550.00. These expenses and
11 costs, which will be paid from the Total Settlement Amount, will include, *inter alia*, all required
12 tax reporting, filings, withholdings, and remittances, the issuing of 1099 and W-2 IRS Forms,
13 printing, distributing, and tracking the Class Notice and other documents for this settlement,
14 calculating and distributing payments due under the Settlement, providing necessary reports and
15 declarations, and other duties and responsibilities set forth herein to process this settlement, and as
16 requested by the Parties. The Parties acknowledge that Settlement Administration Costs may
17 increase above the current estimate set forth above and that any such additional Settlement
18 Administration Costs will be taken out of the Total Settlement Amount, subject to the approval by
19 the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration
20 Costs that are not in fact required to fulfill payment to the Settlement Administrator to undertake
21 the required settlement administration duties will become part of the Net Settlement Amount for
22 the benefit of the Settlement Class Members.

23 **e. PAGA Payment.** Subject to Court approval, the Parties agree that the
24 amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) from the Total Settlement
25 Amount will be allocated toward penalties under the Private Attorneys General Act, California
26 Labor Code section 2698, *et seq.* (i.e., PAGA Payment), of which seventy-five percent (75%), or
27 \$52,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%)
28 or, \$17,500.00, will be paid to the PAGA Members on a *pro rata* basis (i.e., PAGA Member

Amount(s)), based on Pay Periods during the PAGA Release Period (i.e., Individual PAGA Payment(s)).

f. Individual Settlement Share Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Total Settlement Amount shall revert to Defendant. Individual Settlement Shares will be calculated based on the number of Workweeks a Class Member worked during the Class Release Period. Specific calculations of Individual Settlement Shares will be made as follows:

1. The Settlement Administrator will determine the amount from the Net Class Settlement Amount to be paid per Workweek and the Individual Settlement Shares to be distributed to each Settlement Class Member.

2. Defendant's Workweek data will be presumed to be correct, unless a Class Member proves otherwise to the Settlement Administrator by submitting a Workweeks dispute with credible evidence, in accordance with section 18.e of this Settlement Agreement. Such Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on such Workweek disputes will be final and non-appealable.

3. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks for all Class Members during the Class Release Period (resulting in the "Class Workweek Value") and then multiply the Class Workweek Value by the number of Workweeks worked by each Class Member during the Class Release Period.

4. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual

1 Workweeks by the Final Workweek Value to yield his or her Individual
2 Settlement Share.

3 **g. Individual PAGA Payment Calculations.** PAGA Members shall not be
4 required to submit a claim in order to receive a share of the PAGA Member Amount, and no
5 portion of the Total Settlement Amount shall revert to Defendant. Individual PAGA Payments
6 will be calculated based on the number of Pay Periods a PAGA Member worked during the
7 PAGA Release Period. Specific calculations of Individual PAGA Payments will be made as
8 follows:

9 **1.** The Settlement Administrator will determine the amount to be paid
10 per Pay Period and the Individual PAGA Payment to be distributed to each
11 PAGA Member.

12 **2.** Defendant's Pay Periods data will be presumed to be correct,
13 unless a PAGA Member proves otherwise to the Settlement Administrator
14 by submitting a Pay Periods dispute with credible evidence, in accordance
15 with section 18.e of this Settlement Agreement. Such Pay Periods disputes
16 will be resolved and decided by the Settlement Administrator, and the
17 Settlement Administrator's decision on such Pay Periods disputes will be
18 final and non-appealable.

19 **3.** The Settlement Administrator will divide 25% of the PAGA
20 Member Amount (\$17,500.00) by the total number of Pay Periods for all
21 PAGA Members during the PAGA Release Period (resulting in the
22 "PAGA Pay Periods Value"), and then multiply the PAGA Pay Periods
23 Value by the number of Pay Periods worked for each PAGA Member
24 during the PAGA Release Period to yield his or her Individual PAGA
25 Payment.

26 **h. Settlement Awards Do Not Trigger Additional Benefits.** All payments
27 made under the Settlement to Plaintiffs, Settlement Class Members, and PAGA Members shall
28 be deemed to be paid to such payee solely in the year in which such payments actually are issued

1 to the payee. It is expressly understood and agreed that the payments made under this Settlement,
2 which represent payments for disputed claims, will not in any way entitle Plaintiff, Settlement
3 Class Members, and/or PAGA Members to additional compensation or benefits under any
4 company bonus, contest or other compensation or benefit plan or agreement in place during the
5 periods covered by the Settlement, nor will it entitle any Plaintiffs, Settlement Class Member,
6 and/or PAGA Member to any increased retirement, pension, 401K benefits or matching benefits,
7 or deferred compensation benefits. Similarly, the settlement awards will not be considered back
8 wages for work actually performed. It is the intent of this Settlement that the Individual Settlement
9 Payments and Individual PAGA Payments provided for in this Settlement are the sole payments
10 to be made by Defendant to the Settlement Class Members and PAGA Members, and that the
11 Settlement Class Members and PAGA Members are not entitled to any new or additional
12 compensation or benefits as a result of having received the individual settlement awards
13 (notwithstanding any contrary language or agreement in any benefit or compensation plan
14 document that might have been in effect during the periods covered by this Settlement).

15 i. Limitation on Fees and Costs. Except as provided in this Settlement
16 Agreement, Defendant shall not be required to pay any other expenses, costs, damages or fees
17 incurred by Plaintiffs, by any Class Member or PAGA Member, or by any of their attorneys,
18 experts, advisors, agents or representatives. Any award of Attorneys' Fees and Costs payable
19 hereunder to Class Counsel, and the specific allocation of the award of Attorneys' Fees and Costs
20 payable to Class Counsel, shall be in complete satisfaction of any and all claims for such attorneys'
21 fees and costs, under state or federal law, which Plaintiffs, the Settlement Class, PAGA Members,
22 Class Counsel, or any other attorneys have or may have against Defendant arising out of or in
23 connection with the Actions and their settlement, including, but not limited to, any claims for
24 attorneys' fees and costs involved in litigating the Actions and in negotiating and implementing
25 this Settlement Agreement, as well as attorneys' fees and costs incurred through and after the final
26 disposition and termination of the Actions and including any and all appeals. Defendant shall not
27 be responsible for distributing or apportioning any award of attorneys' fees and costs among Class
28 Counsel.

1 j. Escalator Clause. Defendant represented that the number of Workweeks
2 worked by the Class Members for the period July 27, 2017 to February 12, 2025 is 16,738
3 Workweeks. If the total number of Workweeks worked by the Class Members during the Class
4 Release Period increases by more than ten percent (10%), or 18,412 Workweeks, then Defendant
5 shall increase the Total Settlement Amount on a *pro-rata* basis equal to the percentage increase
6 in the number of Workweeks worked by the Class Members above 10%. (e.g., if the number of
7 workweeks increases by 11% to 18,579 workweeks, the Total Settlement Amount will increase by
8 one percent (1%)).

9 13. **Releases and Judgment.**

10 a. Release of Released Class Claims. Upon the Effective Date and the
11 complete funding of the Total Settlement Amount, Plaintiffs and all Settlement Class Members
12 will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and
13 discharged the Released Parties of all Released Class Claims that accrued during the Class Release
14 Period.

15 b. Release of Released PAGA Claims. Upon the Effective Date and the
16 complete funding of the Total Settlement Amount, Plaintiffs and the State of California (including
17 the LWDA) with respect to the PAGA Members will be deemed to have fully, finally and forever
18 released, settled, compromised, relinquished, and discharged the Released Parties of all Released
19 PAGA Claims that accrued during the PAGA Release Period.

20 c. General Release of Claims by Plaintiffs. In exchange for the benefits of this
21 Settlement, including the Enhancement Awards, Plaintiffs will be deemed to have fully, finally
22 and forever released, settled, compromised, relinquished, and discharged the Released Parties of
23 and from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever,
24 arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or
25 unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been
26 asserted by Plaintiffs, or the heirs, successors and/or assigns of Plaintiffs, whether directly,
27 indirectly, representatively, derivatively or in any other capacity, against Defendant, and each of
28 them, or any of the other Released Parties, arising at any time prior to entry of the Final Approval

1 Order. Plaintiffs also expressly waive all rights and benefits under the terms of section 1542 of the
2 California Civil Code. Section 1542 reads as follows:

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

8 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
9 complete release and discharge of all of their claims, Plaintiffs expressly acknowledge that this
10 Settlement is intended to include in its effect, without limitation, all claims which Plaintiffs do not
11 know or suspect to exist in their favor at the time of execution hereof, and that the Settlement
12 contemplates the extinguishment of all such claims. Specifically excluded from Plaintiffs’ release
13 are any claims that cannot be released as a matter of law, such as claims for workers’ compensation
14 benefits or unemployment benefits.

15 **d. Judgment.** In exchange for the consideration set forth in this Settlement
16 Agreement, Plaintiffs, individually and on behalf of the Class Members, and the State of California
17 (including the LWDA) with respect to the PAGA Members agree to entry of Judgment with a
18 release of all Released Class Claims and Released PAGA Claims, as set forth herein.

19 **14. Settlement Administration Process – Preliminary Approval.**

20 **a. Duties of the Parties for Preliminary Approval.** Upon execution of this
21 Settlement Agreement, the Parties shall promptly submit this Settlement Agreement to the Court
22 in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement
23 (“Motion for Preliminary Approval”) for determination by the Court as to the Settlement’s
24 fairness, adequacy, and reasonableness. Defendant agrees not to oppose the motion as long as it
25 is consistent with this Settlement Agreement. The Parties shall apply to the Court for the entry
26 of an order (i.e., Preliminary Approval Order), which shall be mutually agreed upon by the
27 Parties, seeking the following:

- 28 (1) Conditionally certifying the Class for settlement purposes only;

- (2) Granting Preliminary Approval of the Settlement;
- (3) Preliminarily appointing Plaintiffs as the representatives of the Class;
- (4) Preliminarily appointing Class Counsel as counsel for the Class;
- (5) Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. mail in English;
- (6) Approving the manner and method for Class Members to object to or request exclusion from the Class Settlement as permitted herein and within the Class Notice; and
- (7) Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to Plaintiffs, the Settlement Class Members, and the State of California with respect to PAGA Members.

Class Counsel shall draft the Motion for Preliminary Approval and all other materials required for Preliminary Approval, including the Class Notice and the proposed order granting preliminary approval. Defendant will be provided five (5) business days to review and comment on the draft Motion for Preliminary Approval. The Class Notice and proposed order granting preliminary approval must be mutually agreed-upon by the Parties.

b. Delivery of the Class Data. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class Data to the Settlement Administrator.

c. Class Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days of the date on which the Defendant provides the Class Data to the Settlement Administrator, the Settlement Administrator shall mail the Class Notice via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class Data. Prior to mailing the Class Notices, the Settlement Administrator will perform a search based on the National Change

1 of Address Database or any other similar services available, such as provided by Experian, for
2 information to update and correct for any known or identifiable address changes.

3 **d. Time for Workweek and/or Pay Period Disputes, Objections, and Requests**
4 **for Exclusions.** Class Members and PAGA Members will have until the Response Deadline to
5 mail Workweek and/or Pay Period disputes, Objections to the Class Settlement, and/or Requests
6 for Exclusion from the Class Settlement (to the extent permitted by sections 18.e, 18.f, and 18.h
7 of this Settlement Agreement). With respect to Class Notices that are returned as undeliverable
8 on or before the Response Deadline, the Settlement Administrator will perform a skip-trace and
9 re-mail such Class Notices within five (5) calendar days.

10 **e. Workweeks and/or Pay Periods Disputes.** Class Members and PAGA
11 Members will have an opportunity to dispute the information provided in their Class Notices. In
12 order to dispute Workweeks and/or Pay Periods credited to them, Class Members and PAGA
13 Members may submit a written letter to the Settlement Administrator that: (a) contains the case
14 name and number of the Actions, (b) is signed by the Class Member and/or PAGA Member, (c)
15 contains the full name, address, telephone number, and the last four digits of the Social Security
16 Number of the disputing Class Member and/or PAGA Member, (d) clearly states that the Class
17 Member and/or PAGA Member disputes the number of Workweeks and/or Pay Periods credited
18 to him or her during the Class Release Period and/or PAGA Release Period and what he or she
19 contends are the correct number(s) to be credited to him or her, (e) includes information and/or
20 attaches documentation demonstrating that the number of Workweeks and/or Pay Periods that
21 he or she contends should be credited to him or her are correct, and (f) is returned by mail to the
22 Settlement Administrator at the specified address, postmarked on or before the Response
23 Deadline. The date of the postmark on the mailing envelope on the submission will be the
24 exclusive means to determine whether a dispute has been timely submitted. Absent evidence
25 rebutting Defendant's records and data, Defendant's records will be presumed correct and
26 determinative of the dispute. However, if a Class Member and/or PAGA Member produces
27 evidence to the contrary, the Settlement Administrator will evaluate the materials submitted by
28 the Class Member and/or PAGA Member. The Settlement Administrator will consult with the

1 Parties and make the final decision as to the number of eligible Workweeks and/or Pay Periods
2 that should be applied. The Settlement Administrator's decision on such disputes will be final and
3 non-appealable.

4 **f. Request for Exclusion Procedures.** Any Class Member wishing to be
5 excluded from the Class Settlement must submit a valid and timely Request for Exclusion to the
6 Settlement Administrator, by mail, postmarked no later than the Response Deadline. The date
7 of the postmark on the return mailing envelope will be the exclusive means to determine whether
8 a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted
9 to the Settlement Administrator, who will certify jointly to Class Counsel and Defense Counsel
10 the Requests for Exclusion that were timely submitted. Any Class Member who submits a
11 Request for Exclusion is prohibited from making any objection to the Class Settlement. PAGA
12 Members shall be bound to the PAGA Settlement irrespective of whether they exercise their
13 option to opt out of the Class Settlement.

14 **g. Class Settlement Binds All Class Members Who Do Not Request**
15 **Exclusion.** Any Class Member who does not affirmatively request exclusion from the Class
16 Settlement by submitting a timely and valid Request for Exclusion will be bound by the Class
17 Settlement, including and not limited to those pertaining to the Released Class Claims, as well
18 as any Judgment that may be entered by the Court if it grants Final Approval to the Settlement,
19 as it pertains to the Class Settlement. Any Class Member who submits a timely and valid Request
20 for Exclusion is nevertheless bound to the PAGA Settlement if he or she is a PAGA Member, as
21 well as any Judgment that may be entered by the Court if it grants Final Approval to the
22 settlement, as it pertains to the PAGA Settlement. Prior to the Final Approval Hearing, the
23 Settlement Administrator will provide a declaration for filing with the Court that identifies by
24 full name, those individuals who submit timely and valid Requests for Exclusion.

25 **h. Objection Procedures.** To object to the Settlement Agreement, Settlement
26 Class Members must submit a valid and timely Objection to the Settlement Administrator, by
27 mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class
28 Member and contain all information required by this Settlement Agreement. The postmark date

1 will be deemed the exclusive means for determining that the Objection is timely. The Settlement
2 Administrator shall forward any Objections to the Parties' counsel within three (3) calendar days
3 of receipt and shall attach any Objections that it receives as exhibits to the Settlement
4 Administrator's declaration that Parties will cause to be filed with the Court in advance of the
5 Final Approval Hearing. Settlement Class Members may also appear at the Final Approval
6 Hearing to present their objection orally, even if they have not submitted a written objection. At
7 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
8 Class Members to object to the Class Settlement or appeal from the Final Approval Order and
9 Judgment. Class Counsel will not represent any Settlement Class Members with respect to any
10 such objections to the Class Settlement.

11 **i. No Right to Object to or Request Exclusion from the PAGA Settlement.**

12 The Parties agree that there is no statutory right for any PAGA Member to opt out of or otherwise
13 exclude himself or herself from the PAGA Settlement. Accordingly, any timely exclusion from
14 the Class Settlement submitted by a Class Member shall be construed as relating only to the
15 putative class action claims and shall have no effect whatsoever on the PAGA Settlement.

16 **j. Certification Reports Regarding Individual Settlement Payment**

17 **Calculations.** The Settlement Administrator will provide Defense Counsel and Class Counsel a
18 weekly report which certifies: (a) the number of Class Members and PAGA Members who have
19 submitted a Workweeks and/or Pay Periods dispute; (b) the number of Class Members who have
20 submitted valid and timely Requests for Exclusion from the Class Settlement or Objections to
21 the Class Settlement; and (c) the number of undeliverable and re-mailed Class Notices.
22 Additionally, the Settlement Administrator will provide to counsel for the Parties any updated
23 reports regarding the administration of the Settlement Agreement as needed or requested and
24 forward any Objections to the Parties' counsel within three (3) calendar days of receipt.

25 **k. Revocation Option for Defendant.** If ten percent (10%) or more of the

26 Class Members opt out of the Class Settlement, Defendant may, at their election, rescind the
27 Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must
28 exercise this right of rescission, in writing, to Class Counsel within seven (7) business days after

1 the Settlement Administrator notifies the Parties of a greater than ten percent (10%) opt-out rate.
2 Should Defendant elect to rescind the Settlement pursuant to this provision, they will be
3 responsible for all Settlement Administration Costs incurred up to date of rescission.

4 **15. Settlement Administration Process – Final Approval and Settlement**
5 **Distribution.**

6 **a. Duties of the Parties for Final Approval.** After the Response Deadline,
7 and with the Court's permission, a Final Approval Hearing shall be conducted for (a) approving
8 the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing
9 consummation of its terms and provisions; (b) approving Class Counsel's application for an
10 award of Attorneys' Fees and Costs; (c) approving the Enhancement Awards to Plaintiffs; (d)
11 approving the Settlement Administration Costs to the Settlement Administrator; (e) Individual
12 Settlement Payments to the Settlement Class Members; (f) Individual PAGA Payments to the
13 PAGA Members; (g) setting a date when the Parties shall report to the Court the total amount
14 that was actually paid to the Settlement Class Members and PAGA Members; and (h) entering
15 the Final Approval Order in the Actions. Class Counsel shall draft all documents necessary to
16 obtain final approval, including the mutually agreed upon proposed final approval order and
17 judgment. Defendant shall receive at least five (5) business days to review and comment on the
18 draft Motion for Final Approval.

19 **b. Funding of Settlement Amount.** Within five (5) business days after the
20 Effective Date, the Settlement Administrator will provide the Parties with: (1) a full accounting
21 of the amounts to be paid by Defendant pursuant to the terms of the Settlement; and (2) all
22 information required for Defendant to cause the wiring of the Total Settlement Amount securely
23 to a qualified settlement account established by the Settlement Administrator. Within ten (10)
24 business days of the Effective Date, Defendant will make or otherwise cause a one-time wire
25 deposit of Four Hundred Sixty-Nine Thousand Five Hundred Dollars and Zero Cents
26 (\$469,500.00) and the employer's share of payroll taxes and contributions in connection with the
27 wages portion of Individual Settlement Shares for payment of all Court approved and claimed
28 amounts constituting the Total Settlement Amount into a qualified settlement account to be

1 established by the Settlement Administrator. Defendant shall have no duty to fund the Total
2 Settlement Amount until after the Effective Date has occurred.

3 **c. Settlement Distribution.** Within ten (10) business days of the funding of
4 Total Settlement Amount, the Settlement Administrator will issue payments due under the
5 Settlement and approved by the Court, as follows: (1) Individual Settlement Payments to the
6 Settlement Class Members; (2) Individual PAGA Payments to the PAGA Members; (3) LWDA
7 Payment the LWDA; (4) Enhancement Awards to Plaintiffs; (5) Attorneys' Fees and Costs to
8 Class Counsel; and (6) Settlement Administration Costs to the Settlement Administrator.

9 **d. Settlement Checks.** The Settlement Administrator will be responsible for
10 making appropriate deductions, complying with tax reporting obligations, and issuing the
11 Individual Settlement Payments by way of check to the Settlement Class Members and the
12 Individual PAGA Payments by way of check to the PAGA Members, in accordance with this
13 Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the
14 Individual Settlement Payment and Individual PAGA Payment by way of a single check that
15 combines both payments (if applicable). Each Individual Settlement Payment and Individual
16 PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar
17 days from the date the checks are issued, and thereafter, shall be canceled.

18 **e. Uncashed Checks.** All funds associated with such checks that have not
19 been cashed, deposited, or otherwise negotiated and which are canceled after the above-
20 referenced 180-day time period, will be transmitted to the following *cy pres* recipient: Senior
21 Citizens of Shasta County, Inc. ("SCSS" or "*Cy Pres* Recipient"), in accordance with California
22 Code of Civil Procedure section 384. The Settlement Administrator shall report to Class Counsel
23 and Counsel for Defendant the total amount that was actually paid to Settlement Class Members
24 and PAGA Members. Pursuant to Code of Civil Procedure section 384, Plaintiffs will submit the
25 report to the Court and shall seek an amended judgment and an order directing the Settlement
26 Administrator to pay the sum of the unpaid residue or unclaimed or abandoned funds associated
27 with cancelled checks, plus interest that has accrued on those funds (if any), to SCSS. The Parties
28 and their counsel each represent that they do not have any financial interest in the *Cy Pres*

1 Recipient or otherwise have a relationship with the *Cy Pres* Recipient that could create a conflict
2 of interest. The Settlement Administrator shall undertake amended and/or supplemental tax
3 filings and reporting, required under applicable local, state, and federal tax laws, that are
4 necessitated due to the cancellation of any Individual Settlement Payment checks or Individual
5 PAGA Payment checks. All Settlement Class Members and PAGA Members shall be bound by
6 the terms and conditions of this Settlement Agreement regardless of whether they cash, deposit, or
7 otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment
8 check or not.

9 **f. Payroll Taxes.** In accordance with this Settlement, the transfer of the Total
10 Settlement Amount approved by the Court shall, to the fullest extent possible, resolve, satisfy
11 and completely extinguish all of Defendant's liability with respect to the Settlement Class except
12 that Defendant shall solely be responsible for the employer portion of the payroll taxes and
13 contributions in connection with the wages portion of Individual Settlement Shares. Upon the
14 transfer of the Total Settlement Amount and the additional share of employer-side payroll taxes
15 and contributions to the Settlement Administrator, Defendant shall have no further payment or
16 defense obligation whatsoever with respect to any claims covered by this Settlement made or
17 asserted by any person or entity anywhere in the world in connection with the Class Members
18 and PAGA Members.

19 **g. Treatment of Individual Settlement Payments.** Each Individual Settlement
20 Share will be allocated as follows: twenty percent (20%) as wages and eighty percent (80%) as
21 interest and penalties. Any payment for an Individual PAGA Payment to the PAGA Members
22 will be allocated as one hundred percent (100%) penalties, paid out without reduction for taxes
23 or withholdings, and will be reported on an IRS Form-1099, if necessary. The portion allocated
24 to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties
25 will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement
26 Administrator will withhold the employee's share of taxes and withholdings with respect to the
27 wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members
28 for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of

1 these taxes and withholdings). The employer's share of taxes and contributions on the wages
2 portion of Individual Settlement Shares will be paid separately and in addition to the Total
3 Settlement Amount.

4 **h. Administration of Taxes by Settlement Administrator.** The Settlement
5 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
6 Members, itself, and Class Counsels any W-2, 1099, or other tax forms as may be required by
7 law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator
8 will also be responsible for forwarding all payroll taxes, contributions, and penalties to the
9 appropriate government authorities.

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

13 **j.**In the event that the Court takes issue with approving the Settlement
14 because of the term requiring that Defendant will only be obligated to fund the Total Settlement
15 Amount after the Effective Date, the Parties agree that Defendant will file a declaration
16 explaining why the term is appropriate. If necessary, Defendant will re-engage the Mediator to
17 attempt to find an alternate term regarding the timing of payment of the Total Settlement Amount
18 so that the settlements may be approved.

19 **16. Other Terms and Provisions.**

20 **a. LWDA Submissions for Settlement Approval.** The Parties agree that
21 Plaintiffs shall comply with all requirements of PAGA regarding settlement of claims, including
22 timely filing a notice of claim and notice of settlement with the LWDA.

23 **b. Tax Liability.** Defendant, Defense Counsel, Plaintiffs, and Class Counsel
24 make no representation as to the tax treatment or legal effect of the payments called for
25 hereunder, and Plaintiffs, Settlement Class Members, and PAGA Members are not relying on
26 any statement, representation, or calculation by Defendant or by the Settlement Administrator in
27 this regard. Plaintiffs, Settlement Class Members, and PAGA Members understand and agree
28 that except for Defendant's payment of the employer's portion of any payroll taxes and

1 contributions, Plaintiffs, Settlement Class Members, and PAGA Members will be solely
2 responsible for correctly characterizing any compensation received under the Settlement on
3 his/her personal income tax returns and paying any and all taxes and penalties assessed on the
4 payments described herein.

5 c. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
6 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
7 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY,
8 AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF
9 THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR
10 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
11 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
12 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
13 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
14 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
15 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
16 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
17 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
18 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
20 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
21 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
22 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
25 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
26 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
28

TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

e. Effects of Termination of Settlement. Either Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or Judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days after receiving notice that one of the enumerated events has occurred. Termination of the Settlement Agreement shall have the following effects, except as otherwise specifically provided herein:

- (1) The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;
- (2) In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, the State of California (including the LWDA), any Class Member and PAGA Member or any attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the settlement has been terminated;
- (3) The Preliminary Approval Order, including any order of class action certification, shall be vacated;
- (4) The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective

positions in the Actions prior to the execution of the Settlement Agreement;

(5) Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other actions for any purpose whatsoever; and

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

f. Judgment and Continued Jurisdiction. After entry of the Judgment, 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 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

g. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set 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.

h. Confidentiality. Plaintiffs and Class Counsel agree they will not make any public disclosure of the Settlement until after this Settlement is preliminarily approved by the Court. Class Counsel will take all steps necessary to ensure the Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of this Settlement until after this Settlement is preliminarily approved by the Court. Class Counsel will not include or use the Settlement for any marketing or promotional purposes. In the event that Class Counsel inadvertently violates this provision, it may cure such violation by withdrawing all marketing or

1 promotional materials in violation of this provision within ten (10) calendar days of receipt of
2 notice of the violation from Defendant.

3 Following preliminary approval of the Settlement, Plaintiffs and Class Counsel will not
4 have any communications with any media other than to direct any media inquiries to the public
5 records of the Actions on file with the Court. Class Counsel will not include or use the Settlement
6 for any marketing or promotional purposes. Class Counsel further agree not to use Defendant's
7 names in any statements for marketing purposes. Further, following preliminary approval,
8 Plaintiffs and Plaintiffs' counsel may communicate with Class Members about this settlement
9 and lawsuit, as well as provide any further information as requested by any courts, the LWDA,
10 and other state and/or federal agencies. Nothing herein will restrict Class Counsel from
11 including publicly available information regarding this Settlement in future judicial submissions
12 regarding Class Counsel's qualifications and experience.

13 The Parties agree that violation of this section constitutes a breach of the agreement that
14 cannot practically be cured. Thus, any actions to enforce this provision may be brought on an *ex*
15 *parte* or otherwise expedited basis, and Defendant may seek any and all available remedies,
16 including but not limited to injunctive relief.

17 i. Entire Agreement. This Settlement Agreement, including all exhibits
18 annexed hereto, sets forth the entire agreement of the Parties with respect to its subject matter and
19 supersedes any and all other prior agreements and all negotiations leading up to the execution of
20 this Settlement Agreement, whether oral or written and whether by a Party or such Party's legal
21 counsel, regarding the subjects covered herein. This Settlement Agreement contains the entire
22 agreement between the Parties relating to the settlement and transaction contemplated hereby,
23 and all prior or contemporaneous agreements, understandings, representations, and statements,
24 whether oral or written and whether by a party or such party's legal counsel, are merged herein.
25 The Parties acknowledge that no representations, inducements, warranties, promises, or statements
26 relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or
27 by anyone acting on behalf of the Parties which are not embodied or incorporated by reference
28 herein, and further agree that no other agreement, covenant, representation, inducement, promise

1 or statement relating to the subjects covered herein not set forth in writing in this Settlement
2 Agreement, shall be valid or binding. The Parties expressly recognize California Civil Code §
3 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement
4 is to be construed according to its terms and may not be varied or contradicted by extrinsic
5 evidence, and the Parties agree that no such extrinsic oral or written representations or terms will
6 modify, vary or contradict the terms of this Settlement Agreement.

7 **j. Interim Stay of Proceedings.** The Parties agree to hold in abeyance all
8 proceedings in the Actions (including with respect to California Code of Civil Procedure section
9 583.310), except such proceedings necessary to implement and complete the Settlement
10 Agreement, pending the Final Approval Hearing to be conducted by the Court.

11 **k. Amendment or Modification.** This Settlement Agreement may be
12 amended or modified only by a written instrument signed by counsel for all Parties or their
13 successors-in-interest, and subject to any necessary Court approval.

14 **l. Authorization to Enter into Settlement Agreement.** Counsel for all Parties
15 warrant and represent they are expressly authorized by the Parties whom they represent to
16 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to
17 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
18 execute any other documents required to effectuate the terms of this Settlement Agreement. The
19 Parties and their counsel will cooperate with each other and use their best efforts to effect the
20 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
21 content of any document needed to implement the Settlement, or on any supplemental provisions
22 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
23 assistance of the Court to resolve such disagreement.

24 **m. Signatories.** It is agreed that because the members of the Class are so
25 numerous, it is impossible or impractical to have each member of the Class execute this
26 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of
27 the Class Settlement as to the Settlement Class Members, and the release shall have the same
28

1 force and effect as if this Settlement Agreement were executed by each Settlement Class
2 Member.

3 **n.** Binding on Successors and Assigns. This Settlement Agreement will be
4 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
5 previously defined.

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

9 **p.** Execution and Counterparts. This Settlement Agreement is subject only to
10 the execution of all Parties. However, the Settlement Agreement may be executed in one or
11 more counterparts, by DocuSign, facsimile, and/or by PDF/email. All executed counterparts and
12 each of them, including facsimile, electronic, and scanned copies of the signature page, will be
13 deemed to be one and the same instrument provided that counsel for the Parties will exchange
14 among themselves original signed counterparts.

15 **q.** Acknowledgement that the Settlement is Fair, Reasonable, and Adequate.
16 The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of
17 the Actions, believe this Settlement Agreement is consistent with and advances the purposes of
18 PAGA, and have arrived at this Settlement after arm's-length negotiations and in the context of
19 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
20 further acknowledge that they are each represented by competent counsel and that they have had
21 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
22 Settlement Agreement. In addition, Mediator Leach may execute a declaration supporting the
23 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact
24 Mediator Leach to discuss the Settlement and whether or not the Settlement is objectively fair
25 and reasonable.

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

1 this Settlement Agreement valid and enforceable. In the event that any one or more of the
2 provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or
3 unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect
4 any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the
5 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
6 provision had never been included in this Settlement Agreement. Neither Party shall unreasonably
7 withhold such election.

8 **s. Plaintiffs' Waiver of Right to Be Excluded from the Class Settlement and**
9 **Object.** Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement
10 Agreement, are hereby bound by the terms herein, including the general release of all claims
11 upon the Effective Date of this Settlement.

12 **t. Waiver of Certain Appeals.** The Parties agree to waive appeals and to
13 stipulate to class action certification for purposes of this Settlement only. Either Party may
14 appeal any court order that materially alters the Settlement Agreement's terms.

15 **u. Non-Admission of Liability.** The Parties enter into this Settlement to
16 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
17 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
18 specifically denies, that it has violated any state, federal, or local law; violated any regulations
19 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
20 legal requirements; breached any contract; violated or breached any duty; engaged in any
21 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
22 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the
23 negotiations connected with it, shall be construed as an admission or concession by Defendant
24 of any such violations or failures to comply with any applicable law. Except as necessary in a
25 proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions
26 shall not be offered as evidence in any actions or proceeding to establish any liability or
27 admission on the part of Defendant or to establish the existence of any condition constituting a
28 violation of, or a non-compliance with state, federal, local or other applicable law.

1 v. Captions. The captions and section numbers in this Settlement Agreement
2 are inserted for the reader's convenience, and in no way define, limit, construe or describe the
3 scope or intent of the provisions of this Settlement Agreement.

4 w. Waiver. No waiver of any condition or covenant contained in this
5 Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered
6 to imply or constitute a further waiver by such Party of the same or any other condition, covenant,
7 right or remedy.

8 x. Enforcement Actions. In the event that one or more of the Parties institutes
9 any legal action or other proceeding against any other Party or Parties to enforce the provisions
10 of this Settlement or to declare rights and/or obligations under this Settlement, the successful
11 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
12 attorneys' fees and costs, including expert witness fees incurred in connection with any
13 enforcement actions.

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

20 z. Representation by Counsel. The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Settlement
22 Agreement, and that this Settlement Agreement has been executed with the consent and advice
23 of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent
24 that there are no liens on the Settlement Agreement.

25 aa. All Terms Subject to Final Approval. All amounts and procedures
26 described in this Settlement Agreement herein will be subject to Final Approval.

27 bb. Notices. Unless otherwise specifically provided herein, all notices,
28 demands or other communications given hereunder shall be in writing and shall be deemed to

1 have been duly given as of the third business day after mailing by United States registered or
2 certified mail, return receipt requested, addressed as follows:

3 To Plaintiffs:

4 Arby Aiwasian, Esq.
5 Joanna Ghosh, Esq.
6 Brian J. St. John, Esq.
7 Maria Halwadjian, Esq.
8 **LAWYERS for JUSTICE, PC**
9 450 North Brand Blvd., Suite 900
10 Glendale, California 91203

11 To Defendant:

12 Jamie Bossuat, Esq.
13 **KROLOFF, BELCHER, SMART, PERRY**
14 **& CHRISTOPHERSON, PC**
15 7540 Shoreline Drive
16 Stockton, CA 95219

17 **cc.** Posting of the Final Approval Order and Judgment. The Parties shall
18 provide the Settlement Administrator with a copy of the Final Approval Order and Judgment
19 once it is entered by the Court, and the Settlement Administrator shall post the Final Approval
20 Order and Judgment on its website within three (3) business days of receipt, and shall maintain
21 the posting for sixty (60) calendar days. No individualized notice of the Final Approval Order
22 and Judgment will be required to be provided to the Settlement Class.

23 **dd.** Cooperation and Execution of Necessary Documents. All Parties and their
24 counsel will cooperate in good faith and use their best efforts to implement the settlement,
25 including and not limited to, executing all documents to the extent reasonably necessary to
26 effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement
27 on the form or content of any document needed to implement the Settlement Agreement, or on
28 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.

ee. Binding Agreement. The Parties warrant that they understand and have
full authority to enter into this Settlement Agreement, and further intend that this Settlement
Agreement will be fully enforceable and binding on all Parties, Settlement Class Members, and

1 the State of California and the LWDA, to the extent provided herein, and agree that it will be
2 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
3 mediation confidentiality provisions that otherwise might apply under state or federal law. The
4 Parties further agree that this Settlement Agreement is enforceable pursuant to California Code
5 of Civil Procedure section 664.6, and that the Court shall retain jurisdiction to enforce the
6 Settlement upon entering of judgment.

7 17. **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily execute
8 this Stipulation of Class and Representative Action Settlement and Release between Plaintiffs and
9 Defendant as of the date(s) set forth below:

10
11 **IT IS SO AGREED.**

12 09 / 03 / 2025
13 Date: June ____ 2025

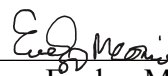
PLAINTIFF MELISSA CLACK



Melissa Clack
Plaintiff

PLAINTIFF EVELYN MCCOMIE

17 09 / 03 / 2025
18 Date: June ____ 2025



Evelyn McComie
Plaintiff

**LAVENDER HILLS ASSISTED
LIVING LLC**

22
23 Date: _____

Full Name: _____

Title: _____

On behalf of Lavender Hills Assisted
Living, LLC

1 the State of California and the LWDA, to the extent provided herein, and agree that it will be
2 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
3 mediation confidentiality provisions that otherwise might apply under state or federal law. The
4 Parties further agree that this Settlement Agreement is enforceable pursuant to California Code
5 of Civil Procedure section 664.6, and that the Court shall retain jurisdiction to enforce the
6 Settlement upon entering of judgment.

7 17. **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily execute
8 this Stipulation of Class and Representative Action Settlement and Release between Plaintiffs and
9 Defendant as of the date(s) set forth below:

10
11 **IT IS SO AGREED.**

12 **PLAINTIFF MELISSA CLACK**

13 Date: June ____ 2025

14 _____
Melissa Clack
Plaintiff

15
16 **PLAINTIFF EVELYN MCCOMIE**

17 Date: June ____ 2025

18 _____
Evelyn McComie
Plaintiff

19
20 **LAVENDER HILLS ASSISTED
21 LIVING LLC**

22 Date: 9/3/2025

23 Janet Lee Coulter
Full Name: Janet Lee Coulter
24 Title: Managing Member
25 On behalf of Lavender Hills Assisted
26 Living, LLC
27
28

1 **APPROVED AS TO FORM AND CONTENT**

2
3 Date: _____

LAWYERS for JUSTICE, PC

4
5 _____
6 Arby Aiwarzian
7 Joanna Ghosh
8 Brian J. St. John
9 *Attorneys for Plaintiffs*

10
11 Date: September 8, 2025

DOMB & RAUCHWERGER LLP

12
13 
14 Zack Domb
15 Devin Rauchwerger
16 *Attorneys for Plaintiffs*

17
18 Date: _____


**KROLOFF, BELCHER, SMART,
PERRY & CHRISTOPHERSON, PC**

19
20 _____
21 Jamie Bossuat
22 *Attorneys for Defendant*

1 **APPROVED AS TO FORM AND CONTENT**

2
3 Date: 9/5/2025

LAWYERS *for* JUSTICE, PC

4 
5 _____
6 Arby Aiwarzian
7 Joanna Ghosh
8 Brian J. St. John
9 *Attorneys for Plaintiffs*


10
11 Date: _____

DOMB & RAUCHWERGER LLP

12 _____
13 Zack Domb
14 Devin Rauchwerger
15 *Attorneys for Plaintiffs*

16 Date: 9/3/2025

**KROLOFF, BELCHER, SMART,
PERRY & CHRISTOPHERSON, PC**

17 
18 _____
19 Jamie Bossuat
20 *Attorneys for Defendant*