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7 STEPHANIE FLORES, and all others similarly situated

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **(UNLIMITED JURISDICTION)**

11
12 STEPHANIE FLORES, on behalf of herself and
13 all others similarly situated, and as an “aggrieved
14 employee” on behalf of other “aggrieved
Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17
18 FREEDOM CARE LLC, a New York limited
19 liability company; FREEDOM CARE CA LLC,
a New York limited liability company; and
DOES 1–50, inclusive,

20 *Defendant(s).*
21

Case No. 23STCV23051

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: December 08, 2023

Dept: 7, The Honorable Lawrence
P. Riff

ADDITIONAL ATTORNEYS FOR PLAINTIFF

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Attorneys for Defendant(s),

FREEDOM CARE LLC and FREEDOM CARE CA LLC

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Stephanie Flores (“Plaintiff”) and defendants Freedom Care LLC and Freedom
3 Care CA LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Freedom Care LLC captioned “Stephanie Flores, on behalf of herself, and all others similarly
8 situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the
9 Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Freedom Care LLC, a New
10 York limited liability company; Freedom Care CA LLC, a New York limited liability company;
11 and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No. 23STCV23051 initiated on
12 December 08, 2023 and pending in Superior Court of the State of California, County of Los
Angeles.

13 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have
14 agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
with Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
19 classified as a non-exempt who worked for Defendants during the PAGA Period.

20 1.5. “Class” means all of Defendants’ non-exempt California employees during the
21 Class Period.

22 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Louis
M. Benowitz of Benowitz Law Corporation.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
24 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information in Defendants’
27 possession including the Class Member’s name, last-known mailing address, Social Security

number, and number of Class Period Work Weeks and PAGA Pay Periods.

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

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

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

1.12. “Class Period” means the period from December 8, 2019 to November 6, 2024, or preliminary approval of the settlement, whichever is earlier.

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

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

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

1.16. “Defendants” means named Defendants Freedom Care LLC and Freedom Care CA LLC (collectively “Defendants”).

1.17. “Defense Counsel” means Adam Y. Siegel of Jackson Lewis P.C.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, sixty-five (65) days after the Court enters Judgment; (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final

Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

1.22. “Gross Settlement Amount” means \$226,050.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

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

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

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

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

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

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

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

1.30. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to Participate in Settlement form (Exhibit B), the Work Week Dispute form (Exhibit C), and the Objection form (Exhibit D) in English with Spanish translations.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee

worked for Defendants for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from September 11, 2022 to November 6, 2024, or preliminary approval of the settlement, whichever is earlier.

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

1.34. “PAGA Notice” means Plaintiff’s September 11, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,000.00) and the 75% to LWDA (\$3,000.00) in settlement of PAGA claims.

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

1.37. “Plaintiff” means Stephanie Flores, the named plaintiff in the Action.

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

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is attached as Exhibit E.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.42. “Released Parties” means: Defendants and each of their officers, directors, employees and agents.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. An Election Not to Participate in Settlement form is attached as Exhibit B.

1.44. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond

the Response Deadline has expired.

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

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

1.47. A Work Week Dispute form is attached as Exhibit C.

2. RECITALS.

2.1. On December 08, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay vacation wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related claims. On November 20, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for failure to pay vacation wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related allegations. Plaintiff will file a Second Amended Complaint to further assert claims for unpaid wages and unpaid overtime wages, and will submit a revised notice letter to the Labor Workforce Development Agency further alleging claims for unpaid wages and unpaid overtime wages, as well as the claims previously asserted. The Second Amended Complaint shall be the Operative Complaint (herein referred to as the “Operative Complaint”). Should the Court not approve the Settlement, the Second Amended Complaint shall be considered null and void, and the First Amended Complaint shall become the Operative Complaint. Defendants denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On August 08, 2024, the Parties participated in an all-day mediation presided over by Mr. Jeffrey Fuchsman Esq. which led to this Agreement to settle the Action.

2.4. Prior to, Plaintiff obtained, through informal discovery, the number of

comparable employees, the number of workweeks, the number of pay periods, average rates of pay, sample time records, sample payroll records, written policies, and related information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$226,050.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will

1 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
2 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
4 33.33%, which is currently estimated to be \$75,350.00 and a Class Counsel Litigation Expenses
5 Payment of not more than \$17,500.00. Defendants will not oppose requests for these payments
6 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
7 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
8 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
9 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
10 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
11 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
12 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
13 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
14 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
15 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
16 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
17 division or sharing of any of these Payments.

18 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
19 \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the
20 Administration Expenses are less or the Court approves payment less than \$5,000.00, the
21 Administrator will retain the remainder in the Net Settlement Amount.

22 3.2.4. To Each Participating Class Member: An Individual Class Payment
23 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
24 by all Participating Class Members during the Class Period and (b) multiplying the result by each
25 Participating Class Member's Work Weeks.

26 3.2.4.1. Tax Allocation of Individual Class Payments. 20.00% of each
27 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
28 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
reported on an IRS W-2 Form. The 80.00% of each Participating Class Member's Individual
Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

1 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
2 employee taxes owed on their Individual Class Payment.

3 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
4 Individual Class Payments. Non-Participating Class Members will not receive any Individual
5 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
6 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

7 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
8 of \$4,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,000.00) allocated to the
9 LWDA PAGA Payment and 25% (\$1,000.00) allocated to the Individual PAGA Payments.

10 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
11 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$1,000.00
12 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
13 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
14 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
15 Individual PAGA Payment.

16 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
17 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
18 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

19 **4. SETTLEMENT FUNDING AND PAYMENTS.**

20 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
21 its records to date, Defendants estimate there are 42 Class Members who collectively worked a
22 total of 4,521 Work Weeks, and 23 of Aggrieved Employees who worked a total 918 of PAGA
23 Pay Periods.

24 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
25 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
26 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
27 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
28 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
employees who need access to the Class Data to effect and perform under this Agreement.
Defendants have a continuing duty to immediately notify Class Counsel if they discover that the

1 Class Data omitted class member identifying information and to provide corrected or updated
2 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
3 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
4 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
5 to missing or omitted Class Data.

6 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
7 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
8 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

9 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
10 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
11 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
12 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
13 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
14 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
15 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
16 Payments.

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

4.4.2. The Administrator must conduct a Class Member Address Search for all
other Class Members whose checks are returned undelivered without USPS forwarding address.
Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS

1 forwarding address provided or to an address ascertained through the Class Member Address
2 Search. The Administrator need not take further steps to deliver checks to Class Members whose
3 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
4 replacement check to any Class Member whose original check was lost or misplaced, requested
5 by the Class Member prior to the void date.

6 4.4.3. For any Class Member whose Individual Class Payment check or
7 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
8 shall transmit the funds represented by such checks to the California Controller's Unclaimed
9 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
10 the requirements of California Code of Civil Procedure Section 384, subd. (b).

11 4.4.4. The payment of Individual Class Payments and Individual PAGA
12 Payments shall not obligate Defendants to confer any additional benefits or make any additional
13 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
14 this Agreement.

15 **5. [OMITTED]**

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

20 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
22 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
23 the Class Period, including, but not limited any and all charges, complaints, claims, liabilities,
24 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
25 demands, costs, losses, debts and expenses (including attorney fees and costs), known or
26 unknown, at law or in equity, which she may now have or may have after the signing of this
27 Agreement, arising out of or in any way connected with her employment with Defendants
28 including, the Released Class Claims, Released PAGA Claims, claims that were asserted or could
have been asserted in the Complaint, and any and all transactions, occurrences, or matters between

1 the Parties occurring prior to the date this Agreement is fully executed. Without limiting the
2 generality of the foregoing, this release shall include, but not be limited to, any and all claims
3 under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c)
4 the Age Discrimination in Employment Act; (d) the Fair Labor Standards Act; (e) the Equal Pay
5 Act; (f) the California Fair Employment and Housing Act; (g) the California Labor Code; and any
6 and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and
7 any and all claims based on constitutional, statutory, common law, or regulatory grounds.
8 (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this
9 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
10 social security benefits, workers’ compensation benefits that arose at any time, or based on
11 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
12 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
13 true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
14 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

15 6.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
16 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
17 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

22 6.2 Release by Participating Class Members: All Participating Class Members, on
23 behalf of themselves and their respective former and present representatives, agents, attorneys,
24 heirs, administrators, successors, and assigns, release Released Parties from all claims stated in
25 the Operative Complaint including but not limited to claims for failure to pay wages, failure to
26 pay overtime wages, failure to pay vacation wages, failure to provide meal periods, failure to
27 authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
28 proper wage statements, failure to timely pay wages, failure to maintain required payroll records,
and those based solely upon the facts alleged in the Operative Complaint or which could have

1 been brought based on the Operative Complaint. Except as set forth in Section 6.3 of this
2 Agreement, Participating Class Members do not release any other claims, including claims for
3 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based on
5 facts occurring outside the Class Period.

6 6.3 Release by Aggrieved Employees. All Class Members who are also Aggrieved
7 Employees release all claims for civil penalties under PAGA that could have been sought by
8 the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter and amended
9 letter to the LWDA and as alleged in the Operative Complaint and based on Released Class
10 Claims.

11 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
12 file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with
13 the Court's current checklist for Preliminary Approvals. A Preliminary Approval Order form is
14 attached as Exhibit E.

15 7.1 Plaintiff's Responsibilities.

16 7.1.1 Plaintiff will file a Second Amended Complaint to assert claims for unpaid
17 wages and unpaid overtime wages along with the claims previously asserted in the First
18 Amended Complaint. Further, Plaintiff will submit a revised notice letter to the Labor
19 Workforce Development Agency further alleging claims for unpaid wages and unpaid overtime
20 wages, as well as the claims previously asserted. After the administrative deadline passes for the
21 PAGA letter to the LWDA, Plaintiff shall seek approval from the Court to file the Second
22 Amended Complaint and the Second Amended Complaint shall be the Operative Complaint.
23 Should the Court not approve the Settlement, the Second Amended Complaint shall be
24 considered null and void, and the First Amended Complaint shall become the Operative
25 Complaint.

26 7.1.2 Plaintiff will prepare and deliver to Defense Counsel all documents
27 necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
28 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of
the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary

1 Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed
2 declaration from the Administrator attaching its “not to exceed” bid for administering the
3 Settlement and attesting to its willingness to serve; competency; operative procedures for
4 protecting the security of Class Data; amounts of insurance coverage for any data breach,
5 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
6 interest with Class Members; and the nature and extent of any financial relationship with
7 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
8 willingness and competency to serve and disclosing all facts relevant to any actual or potential
9 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from
10 each Class Counsel firm attesting to its competency to represent the Class Members; its timely
11 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
12 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)),
13 this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties’
14 Agreement showing all modifications made to the Model Agreement ready for filing with the
15 Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class
16 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall
17 aver that they are not aware of any other pending matter or action asserting claims that will be
18 extinguished or adversely affected by the Settlement.

16 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
17 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
18 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
19 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
20 for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
21 Approval to the Administrator.

22 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
23 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
25 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
26 Preliminary Approval or conditions Preliminary Approval on any material change to this
27 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
28 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and

1 otherwise satisfy the Court's concerns.

2
3 **8. SETTLEMENT ADMINISTRATION.**

4 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
5 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
6 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
7 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
8 represent that they have no interest or relationship, financial or otherwise, with the Administrator
other than a professional relationship arising out of prior experiences administering settlements.

9 8.2 Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
providing reports state and federal tax authorities.

11 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
12 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
13 Regulation section 468B-1.

14 8.4 Notice to Class Members.

15 8.4.1 No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the number of
Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

17 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
18 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
19 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
20 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
21 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
22 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
23 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
24 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
addresses using the National Change of Address database.

25 8.4.3 Not later than 3 business days after the Administrator's receipt of any
26 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
27 Packet using any forwarding address provided by the USPS. If the USPS does not provide a

1 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
2 the Notice Packet to the most current address obtained. The Administrator has no obligation to
3 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
4 returned by the USPS a second time.

5 8.4.4 The deadlines for Class Members' written objections, Challenges to Work
6 Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional
7 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
8 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
9 with the re-mailed Notice Packet.

10 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
11 otherwise discovers any persons who believe they should have been included in the Class Data
12 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
13 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
14 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
15 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
16 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
17 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

18 8.5 Requests for Exclusion (Opt-Outs).

19 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
20 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
22 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
24 the Class Member's election to be excluded from the Settlement and includes the Class Member's
25 name, address and email address or telephone number. To be valid, a Request for Exclusion must
26 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
27 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

28 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
because it fails to contain all the information specified in the Class Notice. The Administrator
shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
identity of the person as a Class Member and the Class Member's desire to be excluded. The

1 Administrator's determination shall be final and not appealable or otherwise susceptible to
2 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
3 the Administrator may demand additional proof of the Class Member's identity. The
4 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

5 8.5.3 Every Class Member who does not submit a timely and valid Request for
6 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
7 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
8 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
9 Participating Class Member actually receives the Class Notice or objects to the Settlement.

10 8.5.4 Every Class Member who submits a valid and timely Request for
11 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
12 or have the right to object to the class action components of the Settlement. Aggrieved Employees
13 are eligible for an Individual PAGA Payment and may not object or opt out to the PAGA portion
of the settlement.

14 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
15 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
16 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
17 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known
18 as a dispute. A Work Week Dispute form, attached as Exhibit C, may be used for this purpose
19 but is not required. The Class Member may challenge the allocation by communicating with the
20 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
21 Member to submit supporting documentation. In the absence of any contrary documentation, the
22 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
23 correct so long as they are consistent with the Class Data. The Administrator's determination of
24 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
25 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
Class Counsel and the Administrator's determination the challenges.

26 8.7 Objections to Settlement.

27 8.7.1 Only Participating Class Members may object to the class action

1 components of the Settlement and/or this Agreement, including contesting the fairness of the
2 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class
4 Members may not object to the PAGA portion of the settlement.

5 8.7.2 Participating Class Members may send written objections to the
6 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
7 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
8 Hearing. A Participating Class Member who elects to send a written objection to the
9 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
10 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
11 The Objection form attached as Exhibit D may be used for this purpose but is not required.

12 8.7.3 Non-Participating Class Members have no right to object to any of the class
13 action components of the Settlement.

14 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
15 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

16 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
17 establish and maintain and use an internet website to post information of interest to Class
18 Members including the date, time and location for the Final Approval Hearing and copies of the
19 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
20 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
21 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
22 Approval and the Judgment. The Administrator will also maintain and monitor an email address
23 and a toll-free telephone number to receive Class Member calls, faxes and emails.

24 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
25 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
26 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
27 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
28 and other identifying information of Class Members who have timely submitted valid Requests
for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
Exclusion from Settlement submitted (whether valid or invalid).

1 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
2 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
3 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
4 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
5 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
6 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
7 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
8 Requests for Exclusion and objections received.

9 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
10 authority to address and make final decisions consistent with the terms of this Agreement on all
11 Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
12 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

13 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
14 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
15 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
16 for filing in Court attesting to its due diligence and compliance with all of its obligations under
17 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
18 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
19 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
20 number of written objections and attach the Exclusion List. The Administrator will supplement
21 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
22 for filing the Administrator’s declaration(s) in Court.

23 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
25 and Defense Counsel with a final report detailing its disbursements by employee identification
26 number only of all payments made under this Agreement. At least 15 days before any deadline
27 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
28 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
payments required under this Agreement. Class Counsel is responsible for filing the
Administrator’s declaration in Court.

1 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on their records,
2 Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 42 Class
3 Members and 4,521 Total Work Weeks during the Class period. If the Work Weeks as of the date
4 of the end of the Class Period exceeds the referenced 4,521 Work Weeks by more than 10.00%,
5 at Defendants' option either (A) the Gross Settlement Amount will increase proportionally
6 according to the number of additional Work Weeks above 10% (for example, if the workweeks
7 increase by 11%, the Gross Settlement will increase by 1%); or (B) the Class Period will end on
8 the date the number of work weeks equals 4,973.

9 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
10 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
11 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
12 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
13 whatsoever, and that neither Party will have any further obligation to perform under this
14 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
15 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
16 Court of their election to withdraw not later than 7 days after the Administrator sends the final
17 Exclusion List to Defense Counsel; late elections will have no effect.

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

26 **11.1 Response to Objections.** Each Party retains the right to respond to any objection
27 raised by a Participating Class Member, including the right to file responsive documents in Court
28 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
by the Court.

1 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

8 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
9 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
10 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
12 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
13 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
14 respective counsel, and all Participating Class Members who did not object to the Settlement as
15 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
16 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
17 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
18 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
19 Parties' obligations to perform under this Agreement will be suspended until such time as the
20 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
the amount of the Net Settlement Amount.

21 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
22 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
23 material modification of this Agreement (including, but not limited to, the scope of release to be
24 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
25 expeditiously work together in good faith to address the appellate court's concerns and to obtain
26 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
27 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
the Court's award of the Class Representative Service Payment or any payments to Class Counsel

1 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
2 as long as the Gross Settlement Amount remains unchanged.

3
4 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
5 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
6 amended judgment.

7 **13. ADDITIONAL PROVISIONS.**

8 13.1 No Admission of Liability, Class Certification or Representative Manageability
9 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
10 claims. Nothing in this Agreement is intended or should be construed as an admission by
11 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
12 have any liability for any claims asserted; nor should it be intended or construed as an admission
13 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
14 certification and representative treatment is for purposes of this Settlement only. If, for any reason
15 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
16 reserves the right to contest certification of any class for any reasons, and Defendants reserves all
17 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
18 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
19 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
20 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
21 Settlement and this Agreement).

22 13.2 Circular 230 Disclaimer: Each party to this Settlement Agreement (for purposes
23 of this section, the "Acknowledging Party"; and each party to this Agreement other than the
24 Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this
25 Settlement Agreement, and no written communication or disclosure between or among the parties
26 or their attorneys and other advisers, is or was intended to be, nor shall any such communication
27 or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
28 United States Treasury Department Circular 230 (31 C.F.R. Part 10); (2) the Acknowledging
Party (a) has relied exclusively upon her or its own independent legal and tax advisers for advice
(including tax advice) in connection with this Settlement Agreement, (b) has not entered into this

1 Settlement Agreement based upon the recommendation of any other party or any attorney or
2 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure
3 by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
4 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
5 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
6 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging
7 Party of the tax treatment or tax structure of any transaction, including any transaction
8 contemplated by this Settlement Agreement.

9 13.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
10 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
11 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
12 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
13 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
15 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
16 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
17 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
18 government agency.

19 Each Party agrees to immediately notify each other Party of any judicial or agency
20 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
21 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
22 communication, before the filing of the Motion for Preliminary Approval, any with third party
23 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
24 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
25 communications with Class Members in accordance with Class Counsel's ethical obligations
26 owed to Class Members.

27 13.4 No Solicitation. The Parties separately agree that they and their respective
28 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
obligations owed to Class Members.

1 13.5 Integrated Agreement. Upon execution by all Parties and their counsel, this
2 Agreement together with its attached exhibits shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.

5 13.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
6 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
8 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
9 terms of this Agreement including any amendments to this Agreement.

10 13.7 Cooperation. The Parties and their counsel will cooperate with each other and
11 use their best efforts, in good faith, to implement the Settlement by, among other things,
12 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
13 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement, the
16 Parties will seek the assistance of a mediator and/or the Court for resolution.

17 13.8 No Prior Assignments. The Parties separately represent and warrant that they
18 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
19 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 13.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
23 Settlement be relied upon as such within the meaning of United States Treasury Department
24 Circular 230 (31 CFR Part 10, as amended) or otherwise.

25 13.10 Modification of Agreement. This Agreement, and all parts of it, may be
26 amended, modified, changed, or waived only by an express written instrument signed by all
27 Parties or their representatives, and approved by the Court.

28 13.11 Agreement Binding on Successors. This Agreement will be binding upon, and
inure to the benefit of, the successors of each of the Parties.

 13.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will
be governed by and interpreted according to the internal laws of the state of California, without

1 regard to conflict of law principles.

2 13.13 Cooperation in Drafting. The Parties have cooperated in the drafting and
3 preparation of this Agreement. This Agreement will not be construed against any Party on the
4 basis that the Party was the drafter or participated in the drafting.

5 13.14 Confidentiality. To the extent permitted by law, all agreements made, and orders
6 entered during Action and in this Agreement relating to the confidentiality of information shall
7 survive the execution of this Agreement.

8 13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant
9 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
10 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
11 connection with the Settlement, may be used only with respect to this Settlement, and no other
12 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
13 or rule of court. Not later than 90 days after the date when the Court discharges the
14 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
15 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
16 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
17 makes a written request to Class Counsel for the return, rather than the destructions, of Class
18 Data.

19 13.16 Headings. The descriptive heading of any section or paragraph of this Agreement
20 is inserted for convenience of reference only and does not constitute a part of this Agreement.

21 13.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
22 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

25 13.18 Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of the
27 third business day after mailing by United States mail, or the day sent by email or messenger,
28 addressed as follows:

To Plaintiff:
David Glenn Spivak, Esq.
The Spivak Law Firm

8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

To Defendant:
Adam Y. Siegel, Esq.
Jackson Lewis P.C.
725 South Figueroa Street
Suite 2500
Los Angeles, CA 90017-5408
Adam.Siegel@jacksonlewis.com

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

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

12 / 09 / 2024
Dated: November __, 2024

By: Stephanie Flores
STEPHANIE FLORES

11/27/2024
Dated: November __, 2024

By: Geoffrey Kaiser
Geoffrey Kaiser
for
Freedom Care LLC and Freedom Care
CA LLC

THE SPIVAK LAW FIRM

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12 / 09 / 2024

Dated: November __, 2024

By:



DAVID GLENN SPIVAK, Attorneys
for Plaintiff, STEPHANIE FLORES,
and all others similarly situated

BENOWITZ LAW CORPORATION



Dated: November __, 2024

By:



LOUIS M. BENOWITZ, Attorneys for
Plaintiff, STEPHANIE FLORES, and
all others similarly situated

JACKSON LEWIS P.C.



Dated: December 2, 2024

By:

ADAM Y. SIEGEL, Attorneys for
Defendants, FREEDOM CARE LLC
and FREEDOM CARE CA LLC

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EXHIBIT A

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

(case name: *Stephanie Flores v. Freedom Care LLC, et al.*, and number 23STCV23051)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Freedom Care LLC and Freedom Care CA LLC (collectively "Defendants") (abbreviate name; "Defendants" is used herein as a placeholder) for alleged violations of California's labor laws. The Action was filed by one of Defendants' employees Stephanie Flores ("Plaintiff") and seeks payment of (1) wages and other relief for a class of ("Class Members") Defendants during the Class Period (December 08, 2019 to <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>); and (2) penalties under the California Private Attorney General Act ("PAGA") for non-exempt employees who worked for Defendants during the PAGA Period (September 11, 2022 to <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>) ("Aggrieved Employees").

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

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) The individual payments amounts will vary.

The above estimates are based on Defendants' records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties it may owe to the Aggrieved Employees.

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to pay overtime wages, failure to pay vacation wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation (“Class Counsel.”)

Defendants strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

2 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
3 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
4 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather
5 than continuing the expensive and time-consuming process of litigation. The negotiations were
6 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to
7 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
8 and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final
9 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
10 agreeing to settle, Defendants does not admit any violations or concede the merit of any claims.

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

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

18 A. Gross Settlement Amount. Defendants Will Pay \$226,050.00 as the Gross
19 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
20 into an account controlled by the Administrator of the Settlement. The Administrator will use the
21 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
22 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
23 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
24 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
25 fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become
26 final. The Judgment will be final on the date the Court enters Judgment, or a later date if
27 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

28 B. Court Approved Deductions from Gross Settlement. At the Final Approval
Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

1. Attorney Fees and Costs. Up to \$75,350.00 (33.33% of the Gross
Settlement to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Award. Up to \$15,000.00 as a Class
Representative Service Award for filing the Action, working with Class Counsel and representing
the Class. A Class Representative Service Award will be the only monies Plaintiff will receive
other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

3. Administration Expenses. Up to \$5,000.00 to the Administrator for services administering the Settlement.

4. PAGA Penalties. Up to \$4,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Work Weeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80.00% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You can contact the Unclaimed Property Fund at (800) 992-4647.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request

1 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
2 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
3 Member's name, present address, telephone number, and a simple statement electing to be
4 excluded from the Settlement. You may use the enclosed Election Not To Participate In
5 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
6 Members) will not receive Individual Class Payments, but will preserve their rights to personally
7 pursue claims against Defendants for violations of California's labor laws.

8
9 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
10 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
11 Individual PAGA Payments and Plaintiff releases Defendants from civil penalties it may owe to
12 the Aggrieved Employees.

13 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
14 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
15 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
16 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
17 pay any money and Class Members will not release any claims against Defendants.

18 H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
19 (the "Administrator") to send this Notice, calculate and make payments, and process Class
20 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
21 over Work Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks
22 necessary to administer the Settlement. The Administrator's contact information is contained in
23 Section 9 of this Notice.

24 I. Participating Class Members' Release. After the Judgment is final and Defendants
25 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
26 Participating Class Members will be legally barred from asserting any of the claims released under
27 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
28 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective
former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, release Released Parties from all claims stated in the
Second Amended Complaint including but not limited to claims for failure to pay
wages, failure to pay overtime wages, failure to pay vacation wages, failure to
provide meal periods, failure to authorize and permit rest periods, failure to
indemnify for business expenses, failure to issue proper wage statements, failure
to timely pay wages, failure to maintain required payroll records, and those based
solely upon the facts alleged in the Second Amended Complaint or which could
have been brought based on the Second Amended Complaint

J. The PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Class Members who are also Aggrieved Employees release all claims for civil penalties under PAGA that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter and amended letter to the LWDA and as alleged in the Second Amended Complaint and based on Released Class Claims;..

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked by all Participating Class Members, and (b) multiplying the result by the number of Work Week worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Stephanie Flores vs. Freedom Care LLC*, Case No. 23STCV23051, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator—< >—by no later than [Response Deadline] to be considered. Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.

If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time] in Department [Court Department] of the Superior Court of the State of California for the County of Los Angeles, located at [Court Location]. You have the right to appear either in person or through your own attorney at this hearing.

If you object to the Settlement, you will remain a Participating Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Any Class

Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 7 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 N Spring St., Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>> (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case No. 23STCV23051. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney:	David Glenn Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

1 Name of Company: ILYM Group, Inc.

2 Email Address: _____

3 Mailing Address: _____

4 Telephone: _____

5 Fax Number: _____

6 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

7 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
8 as long as you request a replacement before the void date on the face of the original check. If
9 your check is already void you should consult the Unclaimed Property Fund
10 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
11 contact the Unclaimed Property Fund at (800) 992-4647.

12 **11. WHAT IF I CHANGE MY ADDRESS?**

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

Flores v. Freedom Care LLC
Superior Court of the State of California, County of Los Angeles
Case No. 23STCV23051

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Flores v. Freedom Care LLC Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

Dated: ____.
(Signature)

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EXHIBIT C

WORK WEEK DISPUTE FORM

Superior Court of The State of California
For The County of Los Angeles
Stephanie Flores v. Freedom Care LLC, Case No. 23STCV23051

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX –

TO DEFENDANTS' NON-EXEMPT CALIFORNIA EMPLOYEES FOR THE PERIOD OF DECEMBER 8, 2019 THROUGH <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>.

The amount of your estimated Settlement Award is based upon the number of Eligible Work Weeks you worked between December 08, 2019 and <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>> and Eligible Work Weeks you worked between September 11, 2022 and <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>. "Individual Class Work Weeks" are defined as any Work Week in which you worked at least one (1) day as a non-exempt of Freedom Care LLC and/or Freedom Care CA LLC (collectively "Defendants") in California during the calendar week. "Individual PAGA Work Weeks" are defined as any Work Week in which you worked at least one (1) day as a non-exempt of Defendants in California during the calendar week during the period of September 11, 2022 through <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>. The number of Class and PAGA Work Weeks applicable to your claim are set forth below.

YOUR ELIGIBLE WORK WEEKS

Defendants' records indicate that you worked <<number of Work Weeks>> Work Weeks between December 08, 2019 and <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>> and <<number of Work Weeks>> Work Weeks between September 11, 2022 through <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>.

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This process may take six months or more. You will receive a Form W-2 reflecting the payment to

you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment could vary, up or down.

If you wish to dispute the number of December 08, 2019 credited to you, or anything else about your employment status, you must complete and return this form by indicating what you believe is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use this Work Weeks Dispute form for this purpose. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Administrator will resolve any dispute based upon Defendants' records and any information you provide. Please be advised that the information on this Work Weeks Dispute Form is presumed to be correct unless the documents you submit are company records from Defendants.

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

STEPHANIE FLORES, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

FREEDOM CARE LLC, a New York limited liability company; FREEDOM CARE CA LLC, a New York limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. 23STCV23051
**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: December 08, 2023
Dept: 7, The Honorable
Lawrence P. Riff

The Motion of Plaintiff Stephanie Flores (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Lawrence P. Riff presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement

Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the “Settlement Class” means (collectively “Class Members”), who worked anytime during the Class Period. The “Class Period” shall mean the period of time from December 08, 2019, through <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>>.

3. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 42 Class Members and 4,521 Total Work Weeks during the Class period and (2) there were 23 Aggrieved Employees who worked 918 Pay Periods during the PAGA Period. If the Work Weeks and/or Class Members as of the date the Court approves the settlement exceeds the referenced 4,521 Work Weeks and/or 42 Class Members by more than 10.00%, at Defendants’ option either (A) the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment, and the LWDA payment, will increase proportionally according to the number of additional Work Weeks or Class Members, whichever results in a higher increase in the Gross Settlement Amount; or (B) the Class Period will end on the date the number of work weeks equals 4,973.

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

9 5. This action is provisionally certified pursuant to section 382 of the California Code
10 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
11 purposes of settlement only with respect to the proposed Settlement Class.

12 6. Not later than 15 days after the Court grants Preliminary Approval of the
13 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
14 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
15 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
16 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
17 employees who need access to the Class Data to effect and perform under the Settlement
18 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
19 discover that the Class Data omitted class member identifying information and to provide
20 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
21 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
22 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
23 issues related to missing or omitted Class Data.

24 7. No later than three (3) business days after receipt of the Class Data, the
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1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
6 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
7 **A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts
8 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
9 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
10 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
11 using the National Change of Address database.
12

13 9. Not later than 3 business days after the Administrator’s receipt of any Notice
14 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
15 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
16 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
17 Packet to the most current address obtained. The Administrator has no obligation to make further
18 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
19 the USPS a second time.
20

21 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
22 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
23 contact information is Adam Y. Siegel, Esq., Jackson Lewis P.C., 725 South Figueroa Street,
24 Suite 2500, Los Angeles, CA, 90017-5408.
25

26 11. The deadlines for Class Members’ written objections, Challenges to Work Weeks
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1 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
2 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
3 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
4 re-mailed Notice Packet.

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

14 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
15 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
16 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
17 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
18 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
19 the Class Member's election to be excluded from the Settlement and includes the Class Member's
20 name, address and email address or telephone number. To be valid, a Request for Exclusion must
21 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
22 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.
23
24

25 14. The Administrator may not reject a Request for Exclusion as invalid because it
26 fails to contain all the information specified in the Class Notice. The Administrator shall accept
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1 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
2 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
3 determination shall be final and not appealable or otherwise susceptible to challenge. If the
4 Administrator has reason to question the authenticity of a Request for Exclusion, the
5 Administrator may demand additional proof of the Class Member's identity. The Administrator's
6 determination of authenticity shall be final and not appealable or otherwise susceptible to
7 challenge.
8

9 15. Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
11 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
12 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
13 Participating Class Member actually receives the Class Notice or objects to the Settlement.
14

15 16. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
17 right to object to the class action components of the Settlement. Plaintiff releases all claims for
18 civil penalties that could have been sought by the Labor Commissioner for the violations
19 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
20 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
21 Member.
22

23 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
24 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
25 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
26 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
27

1 A Work Week Dispute form, attached as Exhibit C, may be used for this purpose but is not
2 required. The Class Member may challenge the allocation by communicating with the
3 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
4 Member to submit supporting documentation. In the absence of any contrary documentation, the
5 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
6 correct so long as they are consistent with the Class Data. The Administrator's determination of
7 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
8 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
9 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
10 Class Counsel and the Administrator's determination the challenges.

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

17 19. Participating Class Members may send written objections to the Administrator, by
18 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
19 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do
21 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
22 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
23 as Exhibit D may be used for this purpose but is not required.

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

1 21. Not later than 14 days before the date by which Plaintiff is required to file the
2 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
3 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
4 compliance with all of its obligations under the Settlement Agreement, including, but not limited
5 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
6 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
7 from Settlement it received (both valid or invalid), the number of written objections and attach
8 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
9 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
10 declaration(s) in Court.
11

12 22. The Court approves, as to form and content, the Class Notice in substantially the
13 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
14 substantially the form attached as Exhibit B to this Order, the Work Weeks Dispute form in
15 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
16 the form attached as Exhibit D to this Order.
17

18 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
19 Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.
20

21 24. The Court approves, for settlement purposes only, Stephanie Flores as the Class
22 Representative.
23

24 25. The Court approves ILYM Group, Inc. as the Administrator.
25

26 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
27 costs subject to final review by the Court.
28

 27. The Court preliminarily approves the estimated Administrator costs payable to the

Administrator subject to final review by the Court.

28. The Court preliminarily approves Plaintiff's Class Representative Service Payment subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at ____**.m.** in Department 7 of the Superior Court for the State of California, County of Los Angeles, located at the Spring Street Courthouse, 312 N Spring St., Los Angeles, CA 90012 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.

Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

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DATE

**THE HONORABLE LAWRENCE P.
RIFF
SUPERIOR COURT JUDGE**

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EXHIBIT F

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

STEPHANIE FLORES, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

FREEDOM CARE LLC, a New York limited liability company; FREEDOM CARE CA LLC, a New York limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. 23STCV23051

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: December 08, 2023
Dept: 7, The Honorable Lawrence P. Riff

This matter came on for hearing on ____ at ____m. in Department 7 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$226,050.00 in compromise of all disputed claims on behalf of during the period of December 08, 2019 to <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL

1 OF THE SETTLEMENT, WHICHEVER IS EARLIER>> (“Settlement Class Period”). All
2 capitalized terms used herein shall have the same meaning as defined in the Settlement.

3 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
4 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
5 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
6 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
7 and the evidence and argument received by the Court in conjunction with the motions for
8 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
9 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
10 DETERMINATIONS¹:

11
12 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
13 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
14 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
15 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
16 Settlement, their right to receive their proportional share of the Settlement, their right to request
17 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
18 person or by counsel at the final approval hearing and be heard regarding final approval of the
19 Settlement. Adequate periods of time were provided by each of these procedures. No member of
20 the Settlement Class presented written objections to the proposed Settlement as part of this notice
21 process, stated an intention to appear, or actually appeared at the final approval hearing.
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25 _____
26 ¹ A true and correct copy of the Court’s ruling on the Motion for Final Approval of Class Action
27 Settlement entered on ___ is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court’s Minute Order dated ___ is attached hereto as **Exhibit B** and
incorporated by reference.

2. For purposes of this Final Order and Judgment, the Class Members are during the Class Period. at any time during the period of December 08, 2019 to <<NOVEMBER 6, 2024, OR PRELIMINARY APPROVAL OF THE SETTLEMENT, WHICHEVER IS EARLIER>> (“Settlement Class Period”).

3. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process as to all persons entitled to such notice.

Release by Plaintiff and Class Members. The Parties agree that it is their intent that the resolution set forth in this Settlement will release and discharge the Released Claims by way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Settlement Class Members (including participation to any extent in any representative or collective action) against the Released Parties. This release will not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement Agreement.

PAGA Release. Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

“Released Claims” shall mean all claims stated in the Operative Complaint and based solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean Defendants, its officers, directors, employees and agents.

1 2. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
3 provisions of the Settlement, including the release of claims contained therein, should be and
4 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
5 according to its terms. As of the Effective Date of Settlement, and for the duration of the
6 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
7 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
8 against the Released Parties as fully set forth in the Settlement. No objections were received by
9 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
10 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
11 the Administrator and therefore is/are not in the Settlement Class.

12
13 3. The Court finds and determines that (a) the Settlement Shares to be paid to
14 Participating Class Members and (b) the LWDA payment as civil penalties under the California
15 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
16 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
17 final approval to, and orders the payment of, those amounts be made to the Participating Class
18 Members and to the California Labor & Workforce Development Agency ("LWDA"), in
19 accordance with the terms of the Settlement.

20
21 4. The Court further grants final approval to and orders that the following payments
22 be made in accordance with the terms of the Settlement:

23 a. Class Counsel fees & costs of \$75,350.00 in attorneys' fees and \$17,500.00
24 in litigation costs to Class Counsel;

25 b. \$15,000.00 as a Class Representative Service Payment award payable to
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Plaintiff Stephanie Flores for her service as a Class Representative;

c. \$5,000.00 in costs of the Administrator payable to ILYM Group, Inc. for its services as the Administrator; and

d. Payment of \$3,000.00 (75% of the (\$4,000.00 PAGA penalty) to the LWDA.

7. The settlement shall proceed as directed in the Settlement, and no payments pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of Court 3.769(h).

8. Within 14 calendar days of the Effective Date of Settlement, Defendants shall deposit the Settlement proceeds in an account designated by the Administrator: (i) the total amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv) the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the total amount of all Individual PAGA Payments to Aggrieved Employees.

9. Other than its employer side payroll taxes, Defendants' payment of such sums shall be the sole financial obligation of Defendants under the Settlement, and shall be in full satisfaction of all claims released herein, including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement

1 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
2 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
3 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
4 California Unclaimed Property Fund.

5 11. The Parties shall file a final accounting report by _____. A non-appearance case
6 review re submission of a final report is scheduled for ____ at _____.m. in **Department 7**. The
7 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
8 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
9 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
10 stipulation shall be signed by counsel for the class and defense counsel in accord with the
11 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
12 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
13 non-appearance hearing for the lodging of the stipulation and proposed order and separate
14 amended judgment is scheduled for ____ at _____.m. in **Department 7**.

15 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
16 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
17 deposit funds for distribution by the Administrator to Participating Class Members in accordance
18 with the Settlement.

19 13. The Court hereby enters final judgment in this case in accordance with the terms
20 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
21 Order and Judgment.

22 14. The Parties are hereby ordered to comply with the terms of the Settlement.

23 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
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1 provided by the Settlement and this Final Order and Judgment.

2 16. The Settlement is not an admission by Defendants nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
4 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
5 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
6 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
7 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
8 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
9 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
10 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
11 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
12 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
13 and any other papers and records on file in the Action may be filed in this Court or in any other
14 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
15 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
16 the Released Claims.
17

18
19 17. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h).
21

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
23

24 _____
25 **DATE**

24 _____
25 **THE HONORABLE LAWRENCE P.**
26 **RIFF**
27 **SUPERIOR COURT JUDGE**