

1 **WINSTON LAW GROUP, P.C.**
David S. Winston, Esq. CA Bar No. 301667
2 david@employmentlitigators.com
1880 Century Park East, Suite 511
3 Los Angeles, California 90067
Phone: (424) 288-4568
4 Fax: (424) 532-4062

5 Attorneys for Plaintiff and the Proposed Class

6 **SPENCER FANE LLP**
Servando Sandoval, Esq. CA Bar No. 205339
7 ssandoval@spencerfane.com
Elaisha Nandrajog, Esq. CA Bar No. 301798
8 enandrajog@spencerfane.com
225 W Santa Clara St, Suite 1500
9 San Jose, CA 95113
Telephone: (408) 286-5100
10 Facsimile: (408) 286-5722

11 Attorneys for Defendants BLVD Residential Inc.
and Debra O'Toole

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN MATEO**

16 ANTONIO URRUTIA, an individual, on behalf
of himself, others similarly situated,

17 **PLAINTIFF,**

18 vs.

19 BLVD RESIDENTIAL INC., a Delaware
20 Corporation, DEBRA O'TOOLE, an individual,
and DOES 2 thru 50, inclusive,

21 **DEFENDANTS.**
22

CASE NO.: 24-CIV-00086

[Assigned for All Purposes to the Hon. Nicole S.
Healy, Dept. 28]

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28 **JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

1 This Joint Stipulation of Class and Representative Action Settlement is made and entered into
2 between Plaintiff Antonio Urrutia (“Plaintiff”) on behalf of himself, as a representative of the Settlement
3 Class, and as a Private Attorney General on behalf of the State of California under PAGA (as defined
4 below) and Defendants BLVD Residential Inc. (“BLVD Residential”) and Debra O’Toole (BLVD
5 Residential Inc. and Debra O’Toole are collectively referred to as the “Defendants”), (Plaintiff and
6 Defendants hereinafter are collectively referred to as the “Parties”). This is a non-reversionary checks-
7 mailed settlement and Defendants (as defined below) shall pay 100% of the Gross Settlement Amount
8 (as defined below). This Stipulation is subject to the approval of the Court, pursuant to California Rules
9 of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate
10 settlement of the Action on a class-wide and PAGA basis subject to the following terms and conditions.
11 As detailed below, in the event the Court does not enter an order granting final approval of the Class
12 Settlement, as defined below, or the conditions precedent are not met for any reason, this Stipulation is
13 void and of no force or effect whatsoever.

14 **I. DEFINITIONS**

15 As used in this Stipulation, the following terms shall have the meanings specified below. To the
16 extent terms or phrases used in this Stipulation are not specifically defined below, but are defined
17 elsewhere in this Stipulation, they are incorporated by reference into this definition Section.

18 **A. Action.** “Action” shall mean the above captioned action titled *ANTONIO URRUTIA, an*
19 *individual, on behalf of himself, others similarly situated, PLAINTIFF, v. BLVD RESIDENTIAL INC., a*
20 *Delaware Corporation, DEBRA O’TOOLE, an individual, and DOES 2 thru 50, inclusive,*
21 *DEFENDANTS*, San Mateo County Superior Court, Case No. 24-CIV-00086.

22 **B. Administrative Expenses.** “Administrative Expenses” shall include all costs and
23 expenses associated with and paid to the third-party Settlement Administrator, which are anticipated not
24 to exceed \$12,000.00.

25 **C. Class Attorney Fees and Expenses.** “Class Attorney Fees and Expenses” shall mean
26 Class Counsel’s attorney fees and expenses as set forth in Section IV(G).

27 **D. Class Counsel.** “Class Counsel” shall mean David S. Winston of Winston Law Group,
28 P.C.

1 **E. Class, Settlement Class, Class Member or Settlement Class Member.** “Class,”
2 “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean and refer to all non-
3 exempt, hourly employees who were employed by BLVD Residential in California at any point from
4 August 11, 2023 to March 22, 2025. Based upon a review of its records, BLVD Residential represented
5 that there are 419 Class Members who worked 19,262 workweeks during the Class Period.

6 **F. Class List.** “Class List” means the data file BLVD Residential shall diligently and in
7 good faith compile from their records and provide to the Settlement Administrator within fourteen (14)
8 calendar days after notice of entry of the Preliminary Approval Order, which will be formatted in a
9 readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name, last-
10 known mailing address, last known telephone number, Social Security number, the number of Workweeks
11 during the Class Period and, if applicable, pay periods during the PAGA Period for each Class Member
12 and/or PAGA Member (as the case may be).

13 **G. Class Notice.** “Class Notice” shall mean the Notice of Proposed Class Action Settlement
14 and Hearing Date for Court Approval, as set forth in the form agreed upon by the Parties or as otherwise
15 approved by the Court, which is to be mailed to Class Members.

16 **H. Class Participants.** “Class Participants” shall mean any and all Class Members who do
17 not timely Opt Out of the Class Settlement.

18 **I. Class Period.** “Class Period” shall mean and refer to the period from August 11, 2023 to
19 March 22, 2025.

20 **J. Class Released Claims.** “Class Claims” or “Class Released Claims” shall mean all
21 claims, complaints, causes of action, damages and liabilities that arise during the Class Period that each
22 Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and
23 that were asserted in or that reasonably could have been could have been alleged based upon the facts
24 alleged in the in the Complaint (filed on January 4, 2024) and/or the First Amended Complaint (“FAC”)
25 (filed on March 12, 2024) (hereafter collectively the “Complaints”) based on any of the facts or
26 allegations in the Complaints. The Class Released Claims specifically include claims for (1) failure to
27 pay minimum wages in violation of Labor Code §§ 1194 and 1194.2; (2) failure to pay overtime wages
28 in violation of Labor Code § 510; (3) failure to provide lawful meal periods and/or pay meal period

1 premiums in violation of Labor Code §§ 226.7 and 512 as well as IWC Wage Order No. 5-2001; (4)
2 failure to provide lawful rest periods and/or pay rest period premiums in violation of Labor Code § 226.7
3 and IWC Wage Order No. 5-2001; (5) failure to provide accurate itemized wage statements in violation
4 of Labor Code § 226; (6) failure to timely pay wages upon separation in violation of Labor Code §§ 201-
5 203; and (7) unfair competition in violation of Bus. & Prof. Code § 17200. The Class Released Claims
6 do not include any claims for workers compensation, unemployment, or disability benefits of any nature,
7 nor does it release any claims, actions, or causes of action which may be possessed by Settlement Class
8 Members under state or federal discrimination statutes, or any other law aside from those specifically
9 identified above.

10 **K. Class Representative.** “Class Representative” shall mean Plaintiff Antonio Urrutia.

11 **L. Class Settlement.** “Class Settlement” shall mean the resolution of the Class Released
12 Claims.

13 **M. Court.** “Court” shall mean the San Mateo County Superior Court.

14 **N. Day.** “Day” or “days” refers to a calendar day(s) unless otherwise stated. If any designated
15 date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next
16 business day.

17 **O. Defendants.** “Defendants” shall mean and refer to BLVD Residential Inc. and Debra
18 O’Toole.

19 **P. Defense Counsel.** “Defense Counsel,” “Defendants’ Counsel” or “Releasees’ Counsel”
20 shall mean Elaisha Nandrajog and Servando Sandoval of Spencer Fane LLP.

21 **Q. Distribution Date.** “Distribution Date” shall mean fifteen (15) days after BLVD
22 Residential deposits the entirety of the Gross Settlement Amount with the Settlement Administrator.

23 **R. Effective Date.** “Effective Date” shall mean the first business day following the last of
24 the following occurrences: (i) if no Class Member timely and properly intervenes, files a timely motion
25 to vacate judgment under, or objects to the Settlement, then the date the Court enters the Final Approval
26 Order and Judgment; (ii) if a Class Member timely intervenes or files a timely motion to vacate the
27 judgment or objects to the Settlement, then sixty-one (61) days following the date the Court enters the
28 Final Approval Order and Judgment, assuming no appeal is filed; or (iii) if a Class Member timely

1 intervenes or files a motion to vacate judgment, or objects to the Settlement, and files a timely appeal,
2 then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for
3 certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no
4 further challenge to the Settlement being possible.

5 **S. Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required
6 Withholding” shall mean the employee’s share of any and all applicable federal, state or local payroll
7 taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”),
8 FUTA and/or SUTA on the portion of any Class Participant’s Individual Settlement Amount, as defined
9 below, that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from
10 and paid out of the Net Settlement Amount.

11 **T. Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to BLVD Residential’s
12 share of payroll taxes (*e.g.*, UI, ETT, Social Security and Medicare taxes) that is owed on the portion of
13 any Class Participant’s Individual Settlement Amount that constitutes wages. The Employer’s Taxes shall
14 be paid separately to the Settlement Administrator by BLVD Residential in addition to the Gross
15 Settlement Amount and shall **not** be paid from the Gross Settlement Amount or Net Settlement Amount.

16 **U. Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall
17 mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

18 **V. Final Approval Order and Judgment.** “Final Approval Order and Judgment” means the
19 order and judgment entered and filed by the Court, that: (1) ultimately approves this Settlement; (2) awards
20 and orders the payment of all required amounts pursuant to the terms of this Settlement, and (3) enters
21 judgment in connection with the Action pursuant to California Rules of Court, 3.769, et seq. The Final
22 Approval Order and Judgment will constitute a binding and final resolution, have full *res judicata* effect,
23 and discharge the Released Parties, including but not limited to Defendants, from liability for any and all
24 claims by Plaintiff and all Settlement Class Members as to all Class Released Claims and by Plaintiff,
25 PAGA Members, and the State of California with respect to all PAGA Released Claims as set forth in this
26 Stipulation.

27 **W. Funding Date.** “Funding Date” shall mean the date that BLVD Residential will deposit
28 the Gross Settlement Amount with the Settlement Administrator as discussed in Section V(B). below.

1 **X. Gross Settlement Amount.** “Gross Settlement Amount” or “GSA” is the agreed upon
2 non-reversionary settlement amount totaling \$300,000.00, which represents the non-reversionary amount
3 payable in this Settlement by BLVD Residential and includes attorneys’ fees and costs, costs of
4 settlement administration by the Settlement Administrator, the Service Payment to the Class
5 Representative of up to \$5,000.00, payment in the total amount of \$30,000.00 for Private Attorneys
6 General Act (“PAGA”) penalties 75% or \$22,500.00 of which will be paid to the Labor & Workforce
7 Development Agency (“LWDA”), and 25% or \$7,500.00 (the “Net PAGA Distribution Amount”) will
8 be included in the amount allocated to the Settlement Class and in the Net Settlement Amount, and the
9 amounts payable to the Settlement Class.

10 **Y. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall mean the
11 hearing held on the motion for preliminary approval of the Class Settlement.

12 **Z. Individual Settlement Amount.** “Individual Settlement Amount” or “Individual
13 Settlement Award” shall mean the amount which is ultimately distributed to each Class Participant. It
14 shall include the Individual Class Payment(s) and the Individual PAGA Payment(s) as set forth in this
15 Stipulation under Sections IV.C., IV.D. and VII.B. below.

16 **AA. Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross Settlement
17 Amount minus Settlement Administration Expenses, Class Attorney Fees and Expenses, 75% of the
18 PAGA Payment payable to the LWDA, and the Service Award.

19 **BB. Objection(s).** “Objection” or “Objections” means objection(s) to the Class Settlement
20 that Settlement Class Member(s) submit(s) in writing to the Settlement Administrator. Each Objection
21 should contain: (1) the name and address of the Settlement Class Member objecting for identity
22 verification and correspondence purposes; (2) be signed by the Settlement Class Member; (3) should
23 contain a written statement of the grounds for the Objection accompanied by any legal support for such
24 Objection they wish to be considered; and (4) be postmarked on or before the Response Deadline (as
25 defined below) and returned to the Settlement Administrator at the specified address. Class Members
26 wishing to object need not file anything with the Court and may instead appear at the final approval
27 hearing regardless of whether or not they submitted a written objection. Class Members who do not
28 submit a timely written objection may still appear at the final approval and fairness hearing and speak to

1 the Court about any potential projection at the hearing to the extent permitted by the Court. If a Class
2 Member submits both an Opt Out and an Objection, the Settlement Administrator shall attempt to contact
3 and determine whether the Class Member would like to withdraw either the Opt Out or the Objection. If
4 the Class Member does not withdraw the Opt Out or if the Settlement Administrator cannot contact a
5 Class Member who submits both an Opt Out and an Objection, the Request for Exclusion shall be valid,
6 and it shall be presumed that the Class Member does not wish to participate in the Settlement. The Class
7 Notice received by each Class Member shall include an Objection form that contains the name and
8 address of the Settlement Class Member to which it corresponds.

9 **CC. Opt Out(s).** “Opt Out” or “Opt Outs” mean request(s) by Class Member(s) to be excluded
10 from the Class Settlement. In order to opt out of the Class Settlement, the Class Member should submit
11 a letter or the individualized opt out form included within the Class Notice Package to the Settlement
12 Administrator by the Response Deadline. Each “Opt Out” must contain: (1) the name and address of the
13 Class Member for identification purposes; (2) be signed by the Class Member; (3) contain a clear written
14 statement indicating that the Class Member wishes to be excluded from the Class Settlement (an
15 example of such a statement is “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN
16 URRUTIA VS. BLVD RESIDENTIAL”); and, (4) be postmarked on or before the Response Deadline
17 and returned to the Settlement Administrator at the specified address. With respect to (3) above, a request
18 for exclusion or Opt Out shall not be deemed invalid if it does not include the exact phrase “I WISH TO
19 BE EXCLUDED FROM THE SETTLEMENT CLASS IN URRUTIA VS. BLVD RESIDENTIAL” as
20 long as the Class Member’s intent to exclude themselves is evident from the submission. Absent a good
21 cause finding by the Court, any Opt Out request that is not postmarked by the Response Deadline will be
22 invalid.

23 **DD. PAGA Member(s).** “PAGA Member(s)” or “Aggrieved Employee(s)” means all current
24 and former non-exempt employees of BLVD Residential employed in California during the PAGA Period.
25 Based upon a review of its records, BLVD Residential represented that there are 419 PAGA Members.

26 **EE. PAGA Payment.** “PAGA Payment” means the penalties pursuant to California Labor
27 Code sections 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”), that the
28 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the

1 Action, which is \$30,000.00 for Private Attorneys General Act (“PAGA”) penalties 75% or \$22,500.00
2 of which will be paid to the LWDA, and 25% or \$7,500.00 (i.e., Net PAGA Distribution Amount) will
3 be included in the amount allocated to the Settlement Class. Since PAGA does not permit employees to
4 opt out, any Class Member who opts out shall still receive their pro rata share of the PAGA penalties.
5 *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) (explaining that PAGA “has
6 no notice requirement for unnamed aggrieved employees, nor may such employees opt out of a PAGA
7 action.”); *accord Arias v. Sup. Ct.* 46 Cal.4th 969, 986-987 (2009); *Williams v. Sup. Ct.*, 3 Cal.5th 531,
8 547, fn. 4 (2017) (explaining that aggrieved employees “do not own a personal claim for PAGA civil
9 penalties...and whatever personal claims the absent employees might have for relief are not at stake”).
10 Each PAGA Member shall receive a pro rata share of the \$7,500 in PAGA penalties payable to the
11 PAGA Members based upon the number of pay periods they worked relative to the total number of pay
12 periods worked by all PAGA Members during the PAGA period.

13 **FF. PAGA Period.** “PAGA Period” shall mean and refer to the period from August 11, 2023
14 to March 22, 2025.

15 **GG. PAGA Released Claims.** “PAGA Released Claims” shall mean any claim for PAGA
16 penalties under Labor Code section 2699 that were alleged or reasonably could have been alleged based
17 on the facts stated in the January 4, 2024 PAGA Notice including claims for violations of Labor Code
18 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5,
19 1194, 1197, 1197.1, 1198, 1198.5, 1199 as well as applicable Industrial Welfare Commission Wage
20 Orders (including but not limited IWC Wage Order No. 5-2001). This includes claims for failure to pay
21 all minimum wages, overtime wages due, failure to provide lawful meal periods and associated
22 premiums, failure to provide lawful rest periods and associated premiums, failure to pay all wages
23 timely during employment and/or at the time of termination, failure to maintain accurate time records,
24 and failure to provide complete, accurate, or properly formatted wage statements.

25 **HH. PAGA Settlement.** “PAGA Settlement” refers to the settlement and resolution of the
26 PAGA Released Claims.

27 **II. Plaintiff.** “Plaintiff” shall mean the named Plaintiff Antonio Urrutia.

28 **JJ. Parties.** “Parties” shall mean Plaintiff and Defendants.

1 **KK. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon
2 which the Court enters an order preliminarily approving this Stipulation.

3 **LL. Preliminary Approval Order.** “Preliminary Approval Order” is the Order entered and
4 filed by the Court that preliminarily approves the terms and conditions of this Stipulation.

5 **MM. Response Deadline.** The “Response Deadline” means the day that is sixty (60) days after
6 the date the Class Notice is mailed to Class Members via First-Class U.S. Mail and is the deadline to
7 submit Opt Outs(s) (as defined herein), Objection(s) (as defined herein), and/or Workweek Dispute(s)
8 (as defined below). Any Class Members that have their notices remailed shall have an additional fourteen
9 (14) calendar days to respond.

10 **NN. Release Effective Date.** “Release Effective Date” means the date upon which Defendants
11 and Releasees shall be released of the Released Claims and is the Effective Date for BLVD Residential;
12 however, any release shall not be effective as to the owners, officers, directors, managing agents, and
13 shareholders including Debra O’Toole, Robert Talbott, and Scott Mencaccy unless and until the entirety
14 of the Gross Settlement Amount is deposited with the Settlement Administrator. The Release Effective
15 Date applies to both the Class Released Claims and the PAGA Released Claims.

16 **OO. Releasees or Released Parties.** “Defendants,” “Releasees,” or “Released Parties” shall
17 mean and refer to BLVD Residential Inc. and each of its officers, directors, members, partners, owners,
18 shareholders, managing agents, human resource employees, attorneys, assigns, predecessors, successors,
19 and any and all other persons, firms and corporations in which BLVD Residential, Inc. may have an
20 interest. These terms specifically include but are not limited to Debra O’Toole, Robert Talbott, and Scott
21 Mencaccy.

22 **PP. Service Award.** “Service Award” shall mean the amount approved by the Court, not to
23 exceed \$5,000.00, to be paid to the Class Representative in recognition of his efforts and time on behalf
24 of the Class and as consideration for a full, general, and comprehensive release and Civil Code section
25 1542 waiver as referenced in this Stipulation below.

26 **QQ. Settlement.** “Settlement” shall mean the settlement between the Parties, which is
27 memorialized in this Stipulation and subject to approval by the Court.

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1 **RR. Settlement Administrator.** “Settlement Administrator” shall mean ILYM Group, Inc.
2 who will be responsible for administration of the Settlement and related matters.

3 **SS. Stipulation.** “Stipulation” shall mean this Joint Stipulation of Class and PAGA
4 Settlement.

5 **TT. Workweek.** “Workweek” shall mean any calendar week (*i.e.*, a week beginning on
6 Sunday and ending on Saturday) in which a Class Member or PAGA Member was employed by BLVD
7 Residential for at least one day. The Parties agree that, for purposes of determining a Class Member’s
8 and/or PAGA Member’s Workweeks under this Stipulation, Workweeks may be calculated by BLVD
9 Residential and/or the Settlement Administrator based on the number of days between a Class Member’s
10 and/or PAGA Member’s (1) hire date(s) or the start of the applicable Class Period or PAGA Period
11 (which ever is later) and (2) termination date(s), or, in the absence of a subsequent termination date, either
12 the end date of March 22, 2025 or, Alternative End Date pursuant to the Escalator Clause. .

13 **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

14 **A. Plaintiff’s Claims and Procedural History.** Plaintiff alleged on behalf of the Class that
15 BLVD Residential: 1) failed to pay minimum wages for all hours worked; 2) failed to pay overtime wages
16 and/or at the proper rate; 3) failed to provide meal periods and/or pay meal period premiums at the correct
17 rate; 4) failed to provide rest periods and/or pay rest period premiums at the correct rate; 5) failed to
18 provide accurate itemized wage statements; and 6) failed to timely pay all wages owed upon separation
19 including both derivative and non-derivative claims as well as based upon the alleged failure to calculate
20 sick pay at the correct rate; 7) engaged in unfair competition in violation of Bus. & Prof. Code § 17200;
21 and also sought PAGA penalties for Defendant BLVD’s alleged violations of Labor Code §§ 201, 202,
22 203, 204, 210, 226, 226.2, 226.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198 as well as IWC
23 Wage Order No. 5-2001 and/or other applicable wage orders. Among other claims, Plaintiff alleges that
24 Defendants failed to include housing allowances provided to Plaintiff and the other employees when
25 calculating and paying meal/rest period premiums, calculating and paying sick pay, failed to relieve
26 employees of all duties during meal/rest periods including refusing to allow them to smoke during their
27 breaks, failed to timely pay all wages during and after employment, and failed to provide accurate
28 itemized wage statements.

1 On January 4, 2024, Plaintiff filed a PAGA Notice with the California Labor and Workforce
2 Development Agency. That same day, Plaintiff submitted a Class Action Complaint in San Mateo County
3 Superior Court. After exhausting his administrative remedies under PAGA, Plaintiff filed the First
4 Amended Complaint on March 12, 2024 adding the PAGA claims. The Parties mediated the matter with
5 third-party mediator Mark Peters on October 21, 2024. The Parties were unable to reach a settlement at
6 the Mediation and proceeded with the litigation. Plaintiff propounded formal written discovery on
7 November 19, 2024 including Special Interrogatories, Requests for Production, Requests for Admission,
8 and General Form Interrogatories. Following the receipt of Defendant BLVD's initial discovery
9 responses, Plaintiff added individual Defendant Debra O'Toole to this Action via a Doe Amendment on
10 January 2, 2025. Unfortunately, BLVD's financial challenges caused it to restructure its payment plan in
11 a prior class action called *Tavera vs. BLVD Residential Inc.*, Sacramento County Superior Court Case
12 No. 34-2022-00327501, and rendered it difficult to conduct meaningful settlement discussions.
13 Eventually BLVD Residential and the Parties in the prior *Tavera* case whose class and PAGA period
14 predate this settlement agreed to a restructured payment plan allowing the Parties in this Action to engage
15 more meaningful in settlement discussions.

16 Following resolution of the *Tavera* payment plan issues, the Parties continued to discuss the
17 possibility of settlement and agreed to attend a second mediation, and were ultimately able to resolve this
18 matter through direct negotiations in advance of the second mediation. At all times, the Parties' settlement
19 negotiations have been non-collusive, adversarial, and at arm's length.

20 **B. Discovery, Investigation, and Research.** In advance of the scheduled Mediations and/or
21 the submission of the preliminary approval motion, Class Counsel conducted a detailed investigation of
22 the Settlement Class's putative claims. This discovery and investigation among other things, information
23 about: the number of Class Members/PAGA Members (419),¹ the total number of pay periods through
24 March 22, 2025 (9,941) and the total number of workweeks through March 22, 2025 (19,262). Class
25 Counsel also considered the number of Class Members/PAGA Members who worked overtime (403),
26 the number of Class Members PAGA Members who worked overtime and receiving a housing allowance
27 (123), the number of pay periods where Class Members/PAGA Members worked overtime and received

28 ¹ Since the Class and PAGA periods are the same in this Action due to the prior *Tavera* Action, the terms Class Members and PAGA Members are largely coextensive except that Class Members have the right to opt out of the Settlement.

1 a housing allowance (3,751 pay periods), the number of Class Members/PAGA Members who received
2 a meal/rest period premium in the same pay period that they also received a housing allowance (103), the
3 number of pay periods where Class Members/PAGA Members received a meal/rest period premium in
4 the same pay period that they also received a housing allowance (897), the number of Class
5 Members/PAGA Members who received sick pay (348), the number of Class Members/PAGA Members
6 who received sick pay during the same pay period that they also received a housing allowance (110), the
7 number of pay periods where Class Members/PAGA Members received sick pay during the same pay
8 period that they also received a housing allowance (673), the number of Class Members/PAGA Members
9 whose employment ended and who received sick pay, a meal period premium or worked overtime during
10 the same pay period that they received a housing allowance (35), and the number of Class
11 Members/PAGA Members whose employment ended (185). BLVD Residential also provided Plaintiff
12 with relevant policy documents and provided time and pay data for all of the Class Members/PAGA
13 Members.

14 The pre-Mediation and settlement negotiation preparations also included an investigation into the
15 viability of class treatment of the claims asserted in the Action, an analysis of potential class-wide
16 damages by a third-party data and damages expert, including information sufficient to understand
17 Defendants' potential defenses to Plaintiff and the Settlement Class Members' claims, an analysis of the
18 applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto,
19 and a review and analysis of information provided by BLVD Residential about its relevant policies and
20 practices.

21 The Parties agree that the above-described investigation and evaluation, as well as discovery and
22 the information exchanged during the settlement negotiations, are more than sufficient to assess the
23 merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis. The
24 Parties have engaged in sufficient investigation and discovery to assess the relative merits of the claims
25 of the Class Representative and of Defendants' defenses to them.

26 **C. Benefits of Class Settlement.** The extensive discovery conducted in this matter has been
27 adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their
28 positions and to evaluate the worth of the claims of the Settlement Class. The informal discovery

1 conducted in this Action and the information exchanged by the Parties through discovery and settlement
2 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
3 compromise the issues on a fair and equitable basis given BLVD's financial challenges.

4 Plaintiff and Class Counsel believe that the claims, causes of action, allegations and contentions
5 asserted in the Action have merit. Class Counsel has diligently pursued an investigation of Plaintiff's
6 claims against Defendants and Releasees. Based on their own independent investigation and evaluation,
7 Class Counsel is of the opinion that settlement with Defendants and Releasees for the consideration and
8 on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the
9 Settlement Class in light of all known facts and circumstances, the various factual and legal defenses
10 asserted by Defendants, as well as BLVD's financial challenges.

11 Plaintiff and Class Counsel also recognize and acknowledge the expense and delay of continued
12 lengthy proceedings necessary to prosecute the Action against Defendants through trial and through
13 appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of
14 continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such
15 litigation. Plaintiff is mindful of the potential challenges and possible defenses to the claims alleged in
16 the Action.

17 Plaintiff and Class Counsel believe that the Settlement set forth in this Stipulation confers
18 substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review of
19 this Stipulation by the Court in the approval process will confirm this conclusion. Based on their own
20 independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in
21 the Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

22 **D. Defendants' Denials of Wrongdoing and Liability.** Defendants have denied and
23 continue to deny each and all of the allegations, claims, and contentions alleged by Plaintiff in the Action.
24 Defendants have expressly denied and continue to deny all charges of intentional or knowing wrongdoing
25 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action.
26 Defendants contend that there is a good faith dispute as to whether they violated California's Labor Code,
27 including whether they acted in good faith and whether they intentionally or knowingly failed to comply
28 with California's Labor Code. Defendants contend that no Class Member or PAGA Member was injured

1 and that Defendants dealt legally and fairly with Plaintiff, the Settlement Class Members, and the PAGA
2 Members. Defendants further deny that, for any purpose other than settling this Action, these claims are
3 appropriate for class or representative treatment. Nonetheless, Defendants have concluded that further
4 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
5 fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation in
6 order to dispose of burdensome and protracted litigation, to permit the operation of BLVD Residential's
7 business without further expensive litigation and the distraction and diversion of its personnel with
8 respect to matters at issue in the Action. Defendants have also taken into account the uncertainty and
9 risks inherent in any litigation, especially in complex cases such as the Action. Defendants have,
10 therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner
11 and upon the terms and conditions set forth in this Stipulation.

12 **E. Intent of the Class Settlement.** The Class Settlement set forth herein intends to achieve
13 the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the Action;
14 (3) discharge of Defendants and Released Parties from liability for any and all of the released claims (i.e.,
15 Class Released Claims, PAGA Released Claims and Plaintiff's General Release) and any and all claims
16 arising out of the Action; however, the releases for Debra O'Toole, Robert Talbott, and Scott Mencacny
17 under Labor Code section 558.1 are not effective until BLVD Residential has paid the entirety of the
18 Gross Settlement Amount.

19 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS**
20 **COUNSEL**

21 **A. The Settlement Class.** For the purposes of this Stipulation and the Class Settlement of
22 this Action only, the Parties stipulate to conditional class certification of the Settlement Class. Defense
23 Counsel believes this conditional certification for settlement purposes only is appropriate because the
24 released claims (i.e., Class Released Claims, PAGA Released Claims and Plaintiff's General Release)
25 are being compromised without need to establish the elements of those claims on which liability turns.

26 **B. Appointment of Class Counsel.** For purposes of this Stipulation and subject to the
27 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the
28 Class and the effectuation of the Class Settlement pursuant to this Stipulation.

1 **IV. CLASS SETTLEMENT CONSIDERATION**

2 **A. Settlement Amount.** The Parties agree to settle this Action for the Gross Settlement
3 Amount of \$300,000.00. There shall be no reversion to Defendants or Releasees. The Gross Settlement
4 Amount and other actions and forbearances taken by Defendants and Releasees shall constitute adequate
5 consideration for the Class Settlement and will be made in full and final settlement of: (a) the released
6 claims (i.e., Class Released Claims, PAGA Released Claims and Plaintiff's General Release), (b) Class
7 Attorneys' Fees and Expenses, (c) Settlement Administrative Expenses, (d) the Service Award, (e) PAGA
8 Payment to the LWDA, and (f) any other obligation of Defendants under this Stipulation. After the Court
9 issues an order preliminarily approving this Class Settlement, the Settlement Administrator will distribute
10 the Class Notice to the Settlement Class Members, which shall describe the terms of the Class Settlement
11 and procedures to opt out, object or participate in the Class Settlement.

12 **B. Service Award for Class Representative.** The Class Representative may petition the
13 Court to approve a Service Award in an amount up to \$5,000.00 for his efforts on behalf of the Settlement
14 Class in this Action, including assisting in the investigation and consulting with Class Counsel and
15 providing crucial documents to Class Counsel. Defendants and Releasees shall not oppose any request
16 by the Class Representative for a Service Award in such an amount. Any Service Award approved by the
17 Court shall be paid to the Class Representative from the Gross Settlement Amount and shall be in addition
18 to any distribution to which he may otherwise be entitled to as a Settlement Class Member and PAGA
19 Member. The Service Award shall not be considered wages, and the Settlement Administrator shall issue
20 the Class Representative an IRS Form 1099 reflecting such payment. The Class Representative shall be
21 responsible for the payment of any and all taxes with respect to his Service Award and shall hold
22 Defendants and Releasees harmless and indemnify Defendant and Releasees from any and all liability
23 with regard thereto. If Plaintiff's request for a service award is not approved or is reduced by the Court,
24 the fact the amount was reduced shall not be cause to cancel the Stipulation and any amount not approved
25 or reduced by the Court added to the amount of the Net Settlement to be distributed to the participating
26 Class Members.

27 **C. Payment to Class Participants.** Each Class Member shall be eligible to receive a portion
28 of the Net Settlement Amount on a pro rata basis based on the Workweeks worked by the Class Member

1 during the Class Period (August 11, 2023 to March 22, 2025), as discussed in Section VII(B). below. As
2 to a Class Member who opts out of the Settlement (as discussed below) and/or whose Notice of Settlement
3 is determined to be undeliverable after reasonable re-mailing efforts made by the Settlement
4 Administrator, the Class Member's portion of the settlement payment will be added to the Net Settlement
5 Amount and re-distributed among eligible participating Class Members on a pro rata basis.

6 **D. Payment to PAGA Members.** The portion of the PAGA penalty payment allocated to
7 the PAGA Members who worked during the PAGA Period (August 11, 2023 to March 22, 2025), shall
8 be distributed to the PAGA Members who worked during the PAGA Period, regardless of whether or not
9 they opt out of the Settlement. This individual PAGA payment will be calculated on a pro rata basis based
10 on the number of pay periods worked by the PAGA Member during the PAGA Period, as discussed in
11 Section VII(B). below.

12 **E. Tax Treatment and Payment.** For calculating Employee's Taxes and Required
13 Withholding for the Individual Class Payments to participating Class Members (including any payments
14 to the Class Representative but exclusive of his Service Award), 20% of each Individual Class Payment
15 paid to each Class Member shall constitute wages and be reported on an IRS W-2 form on that basis and
16 80% shall be considered penalties and interest, to be reported on an IRS form 1099. Prior to final
17 distribution, the Settlement Administrator shall calculate the total Employee's Taxes and Required
18 Withholding due as a result of the wage portion of participating Class Members' anticipated Individual
19 Class Payments and such actual amount will be deducted from the Net Settlement Amount. Additionally,
20 prior to the final funding of the Gross Settlement Amount and final distribution, the Settlement
21 Administrator shall calculate the total Employers' Taxes due on the wage portion of the participating Class
22 Members' Individual Class Payments and issue instructions to Defendants and Releasees and BLVD
23 Residential shall thereafter pay the employer's share of payroll taxes. The Parties understand that Plaintiff
24 and the participating Class Members who receive any payment pursuant to this Stipulation shall be solely
25 responsible for any and all other individual tax obligations—which does not include the employer's share
26 of payroll taxes—associated with this Class Settlement. Neither Plaintiff, Class Counsel, Defendants nor
27 Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
28 Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230

1 (31 CFR Part 10, as amended) or otherwise. The Individual PAGA Payments to PAGA Members will be
2 designated one hundred percent (100%) as penalties and will be reported on an IRS Form 1099 (if
3 required). Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Expenses awarded
4 by the Court. Plaintiff will be issued an IRS Form 1099 for any Service Award approved by the Court.
5 As noted, the Service Award payable to Plaintiff shall be in addition to the Individual Class Payment and,
6 if applicable, Individual PAGA Payment that he will receive.

7 **F. No Effect on Employee Benefit Plans.** All payments made under this Stipulation shall
8 not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class
9 Members or PAGA Members may be eligible, including, but not limited to: profit-sharing plans, bonus
10 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
11 benefit plan. Rather, it is the Parties' intention that this Stipulation will not affect any rights,
12 contributions, or amounts to which any Settlement Class Members and/or PAGA Members may be
13 entitled under any benefit plans.

14 **G. Class Counsels' Attorneys' Fees and Expenses.** As part of the motion for final approval
15 of the Class Settlement, Class Counsel may submit an application for an award of Class Attorney Fees
16 and Expenses with the fee portion not to exceed one third of the Gross Settlement Amount (*i.e.*,
17 \$100,000.00) and the award of costs and expenses of up to an additional \$22,000.00. Defendants and
18 Releasees agree not to object to any such fee, cost, or expense application in those amounts. As a
19 condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected
20 by this Section except in the event of a breach of this Stipulation or fees incurred to enforce the Parties'
21 Settlement. Any Class Attorneys' Fees and Expenses awarded by the Court shall be paid from the Gross
22 Settlement Amount in arriving at the Net Settlement Amount and shall not constitute payment to any
23 Settlement Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees or
24 Expenses or if the Court's award of Class Attorney Fees or Expenses is less than set forth above, the Net
25 Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded
26 and such amounts shall be distributed to the Class.

27 The Class Attorney Fees and Expenses approved by the Court shall encompass: (a) all work
28 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent

1 the Settlement Class through the date of this Stipulation; (b) all work to be performed and costs to be
2 incurred in connection with approval by the Court of the Class Settlement; (c) all work to be performed
3 and costs and expenses, if any, incurred in connection with administering the Class Settlement through
4 the Effective Date and dismissal of the Action, with prejudice; and (d) may be based on the Catalyst
5 Theory, Common Fund Doctrine, and/or other basis.

6 **V. SETTLEMENT ADMINISTRATION COSTS AND EXPENSES**

7 **A. The Settlement Administrator's Costs and Expenses.** All costs and expenses due to
8 the Settlement Administrator in connection with its administration of the Class Settlement, including, but
9 not limited to, providing the Class Notice, locating Settlement Class Members, processing Opt Out
10 requests and objections, and calculating, administering, and distributing Individual Settlement Amounts
11 to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and shall
12 not exceed \$12,000.00. To the extent actual Settlement Administration Costs are greater than the
13 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount,
14 subject to approval by the Court. Any funds allocated to settlement administration costs that are not
15 awarded by the Court will be included within the Net Settlement Amount and distributed to the class on
16 a pro rata basis when calculating and paying the Individual Settlement Awards.

17 **B. Payments by BLVD Residential.** BLVD Residential will deposit the Gross Settlement
18 Amount in an account maintained by the Settlement Administrator in accordance with the following
19 payment schedule: BLVD Residential shall make an initial deposit of \$75,000.00 the earlier of 30 days
20 from the Preliminary Approval Order or December 10, 2025 to the Qualified Settlement Fund established
21 by the Settlement Administrator. BLVD shall also deposit \$18,750.00 on the 10th of each month
22 following the initial deposit until it has fully funded the \$300,000.00 Gross Settlement Amount. If the
23 10th of the month falls on a weekend and/or holiday, BLVD shall deposit the \$18,750.00 monthly
24 installment payment on the next business day. Under the terms of the payment plan articulated above,
25 BLVD shall finish funding the entirety of the Gross Settlement Amount within 12 months of the
26 \$75,000.00 initial deposit.

27 **C. Qualified Settlement Fund.** The Settlement Administrator shall establish a settlement
28 fund that meets the requirements of a Qualified Settlement Fund ("QSF") pursuant to the requirements

1 of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1 *et seq.* of
2 the income tax regulations.

3 **VI. NOTICE TO CLASS MEMBERS, the LWDA, AND CLAIMS ADMINISTRATION**
4 **PROCESS**

5 **A. The Settlement Administrator.** The Settlement Administrator will be responsible for
6 mailing the Class Notice to Settlement Class Members, handling inquiries from Settlement Class
7 Members concerning the Class Notice, determination of Individual Settlement Amounts, maintaining the
8 settlement funds in an appropriate account, preparing, administrating and distributing Individual
9 Settlement Amounts to participating Class Members and PAGA Members, issuing a final report and
10 performing such other duties as the Parties may direct.

11 Administrative Expenses are estimated not to exceed \$12,000.00. Prior to the calculation and
12 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the total
13 Administrative Expenses through the conclusion of their services and such actual amount will be
14 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
15 Amounts.

16 **B. Notice to Settlement Class Members.** Notice shall be provided to Settlement Class
17 Members in the following manner: Fourteen (14) calendar days after entry of the Preliminary Approval
18 Order, BLVD Residential shall provide the Settlement Administrator with the Class List. The Settlement
19 Administrator will keep the Class List confidential and shall not provide it to anyone, including Class
20 Counsel, absent express written approval from BLVD Residential, and shall use it only for the purposes
21 described herein, take adequate safeguards to protect confidential or private information, and return or
22 certify the destruction of the information upon completion of the Settlement Administration process.

- 23 i) Within fourteen (14) calendar days following receipt of the Class List, the Settlement
24 Administrator shall prepare and mail the approved Class Notice. The Settlement
25 Administrator shall deliver the Class Notice by First-Class U.S. Mail to each Class Member's
26 last known mailing address. Prior to mailing the Class Notice, the Settlement Administrator
27 will update the addresses for the Class Members using the National Change of Address
28 database maintained by the USPS. To the extent this process yields a different address from

1 the one supplied by BLVD Residential, that updated address shall replace the address
2 supplied by BLVD Residential and be treated as the new mailing address for purposes of this
3 Agreement and for subsequent mailings in particular.

4 ii) If the Settlement Administrator, Defense Counsel, Defendants or Class Counsel are contacted
5 by or otherwise discovers any persons who believe they should have been included on the
6 Class List and should have received Class Notice, all counsel will expeditiously meet and
7 confer and in a good faith effort to agree on whether to include them as Class Members. If
8 the Parties agree or the Settlement Administrator determines that the individual should have
9 been included within the Class List and received a Class Notice, such persons will be Class
10 Members entitled to the same rights as other Class Members, and the Settlement
11 Administrator will send, a Class Notice requiring them to exercise options under this
12 Stipulation not later than fourteen (14) calendar days..

13 iii) The Class Notice shall contain an easily understood statement alerting the Class Members
14 that, unless they elect to Opt Out of the Class Settlement, the Settlement Class Member is
15 releasing the Class Released Claims against the Released Parties. The Class Notice will
16 inform Settlement Class Members of the general terms of the Settlement and his/her
17 estimated Individual Settlement Amount share. The Class Notice shall be distributed in
18 English and Spanish.

19 iv) In addition to the Class Notice, Class members shall also receive notice informally through
20 the establishment of a case specific website that shall contain copies of the Settlement, the
21 motion for preliminary approval and related papers, and the Preliminary Approval Order, and
22 any other documents directed to be posted by the Court.

23 v) In the event that, prior to the Response Deadline, any Class Notice mailed to a Settlement
24 Class Member is returned as having been undelivered by the U.S. Postal Service, the
25 Settlement Administrator shall perform a skip trace search and seek an address correction for
26 such Settlement Class Member(s), and a second Class Notice will be sent to any new or
27 different address obtained. Such Settlement Class Member(s) shall have an additional
28 fourteen (14) calendar days in which to Opt Out.

1 **C. Opt Out Procedure.** Any Class Member may exclude himself or herself from the Class
2 Settlement. Any such Opt Out must be submitted to the Settlement Administrator in writing on or before
3 the Response Deadline and must follow the four requirements listed in Section I(CC) above. Opt Out
4 Requests do not apply to the PAGA Settlement; PAGA Members will be bound to the PAGA Settlement
5 irrespective of whether they exclude themselves from the Class Settlement. Absent a good cause finding
6 by the Court before and/or at the Final Approval and Fairness Hearing, a Class Member will not be
7 entitled to opt out of the Class Settlement established by this Stipulation unless he or she submits to the
8 Settlement Administrator a timely and valid Opt Out. Those Settlement Class Members who do not timely
9 Opt Out will be bound by the release of released claims (i.e., Class Released Claims, PAGA released
10 Claims and Plaintiff's General Release) set forth in this Stipulation. The Settlement Administrator shall
11 not have the authority to extend the deadline for Class Members to submit an Opt Out absent agreement
12 by both Parties. Class Members shall be permitted to rescind in writing their Opt Out by submitting a
13 written rescission statement to the Settlement Administrator no later than the day before the Final
14 Approval and Fairness Hearing.

15 **D. Objections.** Any Class Member who has not submitted an Opt Out Request from the
16 Class Settlement (i.e., Settlement Class Member) may object to the Class Settlement by submitting an
17 Objection in writing to the Settlement Administrator at the address indicated on the Class Notice,
18 following the four (4) requirements listed in Section I(BB) above or may also present their objection
19 orally at the Final Approval and Fairness Hearing, irrespective of whether they submit a written
20 Objection. The Parties shall be permitted to file responses to any Objections prior to the Final Approval
21 Hearing and/or to respond to or address the Objection at the Final Approval Hearing. At no time shall
22 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit any
23 Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall
24 not represent any Settlement Class Members with respect to any such Objections. Within two (2) business
25 days after receipt of an Objection, the Settlement Administrator shall serve the Objection on the Parties,
26 and at least sixteen (16) court days before the Final Approval and Fairness Hearing, the Settlement
27 Administrator shall submit all Objections received by the Settlement Administrator to the Court. The
28 Court may consider any Opt Outs, and/or Objections submitted at or before the hearing on Final

1 Approval. Subject to the steps listed under section I(BB), if a Class Member submits both an Objection
2 and an Opt Out, he or she will be excluded from the Class Settlement and the Objection will not be
3 considered.

4 **E. Workweek Disputes.** Class Members may dispute BLVD Residential's records of the
5 number of Workweeks worked during the Class Period by submitting information to the Settlement
6 Administrator no later than the Response deadline. Class Members may submit disputes directly to the
7 Settlement Administrator by mail, fax, or personal delivery or other similar method. The Settlement
8 Administrator will jointly work with the Settlement Class Member, Defendants, Defense Counsel, and
9 Class Counsel to resolve disputes in good faith. If the Class Member and Defendants cannot agree over
10 the Workweeks to be credited, the Settlement Administrator shall make the final decision based on the
11 information presented by the Settlement Class Member and Defendants.

12 **F. Settlement Administrator Duties.**

13 i) Late Submissions. The Settlement Administrator shall not accept as timely any Opt Out
14 Request, Objection, or Workweek Dispute postmarked after the Response Deadline. It shall
15 be presumed that, if an Opt Out Request, Objection, or Workweek Dispute is not postmarked
16 or fax stamped on or before the Response Deadline, the Class Member did not return the Opt
17 Out Request, Objection, or Workweek Dispute in a timely manner. However, the Court may
18 consider any Opt Outs, and/or Objections submitted after the Response deadline at or before
19 the Final Approval and Fairness Hearing.

20 ii) Documenting Communications. The Settlement Administrator shall date stamp documents it
21 receives, including Opt Out Requests, Objections, Workweek Disputes, and any
22 correspondences and documents from Class Members and PAGA Members.

23 iii) Calculations of Individual Settlement Payments. Within seven (7) calendar days after
24 resolving all Workweek Disputes made by Settlement Class Members, and following entry of
25 the Final Approval Order and Judgment, the Settlement Administrator shall provide to the
26 Parties a report showing its calculation of all amounts that must be funded by BLVD
27 Residential under the Settlement, including and not limited to, calculations of the Individual
28 Class Payments to be made to Settlement Class Members and Individual PAGA Payments to

1 be made to PAGA Members. After receiving the Settlement Administrator's report, Class
2 Counsel and Defendants' Counsel shall review the same to determine if the calculation of
3 payments is consistent with this Agreement and the Court's orders, and shall notify the
4 Settlement Administrator if either counsel does not believe the calculation is consistent with
5 the Agreement and/or the Court's orders. After receipt of comments from counsel, the
6 Settlement Administrator shall finalize its calculations of payments, at least five (5) calendar
7 days prior to the distribution of such payments, and shall provide Class Counsel and
8 Defendants' Counsel with a final report listing the amount of all payments to be made to each
9 Settlement Class Member from the Net Settlement Amount and listing the amount of all
10 payments to be made to each PAGA Member from the Net PAGA Distribution Amount. The
11 Settlement Administrator will also provide information that is requested and approved by both
12 Parties regarding its duties and other aspects of the Settlement, and that is necessary to carry
13 out the terms of the Settlement.

14 iv) Settlement Administrator Written Reports. Each week after initially mailing the Class Notices
15 and prior to the Response Deadline, the Settlement Administrator shall provide the Parties
16 with a report listing the number of Class Members that submitted Opt Out Requests,
17 Objections, and/or Workweek Disputes. Within seven (7) calendar days after the Response
18 Deadline, the Settlement Administrator will provide a final report listing the number of Class
19 Members who submitted Opt Out Requests, Objections, and/or Workweeks Disputes. No later
20 than thirty (30) calendar days prior to the Final Approval and Fairness Hearing, the Settlement
21 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with
22 summary information regarding (a) the total Individual Settlement Amounts of each
23 participating Class Member and PAGA Member; (b) the number of Class Members and
24 PAGA Members to receive such payments; and (c) the final number of Opt Outs, Objections
25 and Workweek Disputes.

26 v) Declaration. At least thirty (30) calendar days prior to the Final Approval and Fairness
27 Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with
28 a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class

1 Notice and its attempts to locate Class Members. The declaration shall specify the total
2 Individual Settlement Amounts of each participating Class Member and PAGA Member, the
3 number of Class Members and PAGA Members to receive such payments, the number of
4 Settlement Class Members to whom Class Notices were sent, the number of Settlement Class
5 Members to whom Class Notices were not delivered, and the final number of Opt Outs,
6 Objections and Workweek Disputes. Class Counsel shall file this declaration with the Court.

7 **G. Notice to the LWDA.** Class Counsel shall give timely notice of the Settlement to the
8 LWDA under Labor Code section 2699(1)(2). Specifically, Class Counsel will provide a copy of this
9 Agreement to the LWDA at the same time that it is submitted to the Court and Final Approval Order and
10 Judgment to the LWDA within ten (10) calendar days after receipt of said judgment or order as required
11 by Labor Code sections 2699(1)(2)-(3).

12 **VII. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

13 **A. Allocation of the Gross Settlement Amount.** The claims of all Settlement Class
14 Members are settled for the Gross Settlement Amount of \$300,000.00, which will be allocated as follows:

- 15 1. The Administrative Expenses, estimated not to exceed \$12,000.00;
- 16 2. The Class Attorney Fees and Expenses not to exceed \$100,000.00 in fees and expenses
17 not to exceed \$22,000.00;
- 18 3. PAGA Payment of \$30,000.00, of which \$22,500.00 shall be paid to the LWDA;
- 19 4. Service Award, not to exceed \$5,000.00; and
- 20 5. The Net Settlement Amount, estimated to be \$131,000.00 and \$138,500 when including
21 the Aggrieved Employees' \$7,500 Share of PAGA Penalties.

22 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
23 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values in
24 Section VII.A., sub-sections 1-4 prior to sending Notice to the Settlement Class Members. Prior to final
25 distribution, the Settlement Administrator shall calculate the final Net Settlement Amount based on the
26 actual values in Section VII.A., sub-sections (1-4).

27 **B. Calculation of the Individual Settlement Amounts.**

- 28 1. No claim form is necessary to participate in the Class Settlement. Unless a Class Member

1 submits a valid and timely Opt Out Request, that Class Member will be a Settlement Class Member,
2 bound by the Final Approval Order and Judgment and Class Settlement, and will receive a payment from
3 the Net Settlement Amount. All PAGA Members shall be bound by the PAGA Settlement and will be
4 issued payment from the Net PAGA Distribution Amount.

5 2. Individual Class Payment(s): Individual Class Payments Class Members will be
6 calculated as follows:

- 7 i) The Settlement Administrator will use the number of Workweeks worked by Class Members
8 during the Class Period as reflected in the Class List to be provided by Defendants to the
9 Settlement Administrator;
- 10 ii) Each of the Class Members is eligible to receive a pro rata share of the Net Settlement
11 Amount based on his or her share of the total number of Workweeks during the Class Period
12 worked.
- 13 iii) The value of a single Workweek during the Class Period shall be determined by dividing the
14 Net Settlement Amount by the total number of Workweeks during the Class Period worked
15 by all Settlement Class Members. Each Settlement Class Member shall receive a gross
16 individual settlement share equal to his or her individual Workweeks during the Class Period
17 multiplied by the value of a single Workweek during the Class Period.

18 3. Individual PAGA Payment(s): Pursuant to California Labor Code section 2698, *et seq.*,
19 the Parties designate \$30,000.00 towards the PAGA Released Claims. Pursuant to the California Labor
20 Code, 75%, which is \$22,500.00 will be paid to the LWDA. The remaining 25%, which is \$7,500.00
21 (i.e., the Net PAGA Distribution Amount), shall be paid to PAGA Members on a pro rata basis based on
22 the number of pay periods worked by the PAGA Member during the PAGA Period as follows:

- 23 i) The Settlement Administrator will use the number of Workweeks worked by PAGA Members
24 during the PAGA Period as reflected in the Class List to be provided by Defendants to the
25 Settlement Administrator;
- 26 ii) Each of the PAGA Members is eligible to receive a *pro rata* share of the Net PAGA
27 Distribution Amount based on his or her share of the total number of Workweeks worked
28 during the PAGA Period.

1 iii) The value of a single pay period during the PAGA Period shall be determined by dividing the
2 Net PAGA Distribution Amount by the total number of pay periods worked during the PAGA
3 Period by all PAGA Members. Each PAGA Member shall receive an Individual PAGA
4 Payment equal to his or her individual pay periods during the PAGA period multiplied by the
5 value of a single pay period during the PAGA Period. PAGA Members shall receive their
6 respective PAGA Payments regardless of whether they opt out of the Class Settlement.

7 4. The Parties agree that under no circumstances shall Defendants be obligated to pay any
8 amounts under this Agreement to any Class Member other than the Individual Class Payments to Class
9 Members and Individual PAGA Payments to PAGA Members that is provided for under this Agreement.

10 5. Defendants and Releasees shall have no responsibility for deciding the validity of the
11 Individual Settlement Amounts or any other payments made pursuant to this Stipulation, shall have no
12 involvement in or responsibility for the determination or payment of Employee's Taxes, and shall have
13 no liability for any errors made with respect to such Employee's Taxes. Plaintiff and participating Class
14 Members as well as PAGA Members shall be solely responsible for any and all tax obligations associated
15 with their respective Individual Settlement Amounts.

16 **C. Time for Payment of Attorney Fees and Expenses to Class Counsel.** The Settlement
17 Administrator shall distribute to Class Counsel the attorneys' fees and expenses approved by the Court
18 to Class Counsel within fifteen (15) calendar days after BLVD Residential deposits the entirety of the
19 Gross Settlement Amount. Winston Law Group, P.C. shall be solely and legally responsible to pay their
20 applicable taxes on the payment made pursuant to this Paragraph. Under no circumstances shall the
21 foregoing payments be made prior to the distribution of payments to Settlement Class Members and
22 PAGA Members.

23 **D. Time for Payment of Service Award to Class Representative.** The Settlement
24 Administrator shall distribute to the Class Representative any Service Award approved by the Court no
25 later than fifteen (15) calendar days after BLVD Residential deposits the entirety of the Gross
26 Settlement Amount with the Settlement Administrator. Under no circumstances shall the foregoing
27 payments be made prior to the distribution of payments to Settlement Class Members and PAGA
28 Members.

1 **E. Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator
2 shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court no
3 later than fifteen (15) calendar days after BLVD Residential deposits the entirety of the Gross Settlement
4 Amount with the Settlement Administrator.

5 **F. Time for Payment of Individual Settlement Amounts.** The Settlement Administrator
6 shall mail the Individual Settlement Amount to each Class Participant, by first-class U.S. mail, to the
7 last-known address no later than fifteen (15) calendar days after Defendant BLVD deposits the entirety
8 of the Gross Settlement Amount with the Settlement Administrator. Under no circumstances shall the
9 Settlement Administrator distribute checks to participating Class Members or PAGA Members until all
10 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
11 remaining monetary obligations have been calculated and accounted for. If the Settlement Administrator
12 receives notice from Settlement Class Members or PAGA Members that they have not received their
13 settlement check due to changes of address or other circumstances, the Settlement Administrator shall
14 make reasonable efforts to ensure the initial payment is cancelled and re-issue the payment to the
15 Settlement Class Member or PAGA Member. Within 200 days of the distribution of the individual
16 settlement awards, the Settlement Administrator shall provide to Class Counsel a declaration that
17 provides sufficient information to allow the Court to conduct a compliance hearing in accordance with
18 Code of Civ. Proc. § 384. In the event that any participating Class Member is deceased, payment shall
19 be made payable to the estate of that Class Member and delivered to the executor or administrator of that
20 estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to Cal.
21 Probate Code § 13101, in which case payment shall be made to the affiant(s) or declarant(s).

22 **G. Non-Cashed Settlement Checks.** Any funds associated with checks that have not been
23 cashed within one hundred and eighty (180) days, will become void and the Individual Settlement
24 Amount (i.e, Individual Class Payments and Individual PAGA Payments) associated with the un-cashed
25 check shall be paid out in accordance with Civil Code section 384 to a *cy pres* agreed to by the Parties or
26 any other method of distribution consistent with Code of Civil Procedure section 384. Upon the expiration
27 of the 180 days, the Settlement Administration shall pay all remaining settlement funds to the designated
28 *cy pres* recipient. The *cy pres* recipient shall be CASA of San Mateo County. The Parties, Class Counsel

1 and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the
2 intended *cy pres* recipient. Settlement Class Members whose Individual Class Payment checks are not
3 claimed and sent to the *cy pres* recipient pursuant to Code of Civil Procedure section 384 shall,
4 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
5 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
6 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
7 PAGA Members with respect to the PAGA Settlement irrespective of whether their Individual PAGA
8 Payment checks are canceled.

9 **VIII. NULLIFICATION OF THIS STIPULATION**

10 **A. Stipulation for Class Certification Only; Non-Approval of the Stipulation.** The
11 Parties stipulate to the certification of the Class for purposes of this Settlement only. If, however, the
12 Settlement does not become final for any reason, the Parties' Stipulation shall become null and void *ab*
13 *initio* and shall have no bearing on, and shall not be admissible in connection with, whether class
14 certification would be appropriate in a non-settlement context. In the event that the Court fails to approve
15 the Settlement under the terms agreed to by the Parties, or if the appropriate appellate court fails to uphold
16 or affirm the Settlement or if the Settlement is otherwise terminated: (1) the Settlement shall have no
17 force and effect and the parties shall be restored to their respective positions prior to entering into it, and
18 no Party shall be bound by any of the terms of the Settlement; (2) Defendant and Releasees shall have no
19 obligation to make any payments to the Settlement Class Members, Plaintiff, or Plaintiff's counsel; (3)
20 all amounts deposited by BLVD Residential with the Settlement Administrator shall immediately be
21 returned to BLVD Residential; (4) any Preliminary Approval Order, Final Approval Order and Judgment,
22 shall be vacated; and (5) the Settlement and all negotiations, statements, proceedings and data relating
23 thereto shall be deemed confidential mediation settlement communications and not subject to disclosure
24 for any purpose in any proceeding. However, the Parties shall first make good faith efforts to resolve
25 any issues raised by the Court during the approval process.

26 **B. Parties' Rights to Void Class Settlement.** If more than ten percent (10%) of the Class
27 Members timely opt out of the Class Settlement, Defendants shall have the sole discretion to withdraw
28 from this Settlement within seven (7) calendar days after the Response Deadline and written notice from

1 the Settlement Administrator of the final opt out rate. Defendants shall provide written notice of such
2 withdrawal to Class Counsel. In the event that Defendants elects to so withdraw, the withdrawal shall
3 have the same effect as a termination of this Settlement for failure to satisfy a condition of Settlement,
4 and the Settlement shall become null and void and have no further force or effect, and Defendants will
5 be responsible for any and all Settlement Administration Costs incurred thus far.

6 **C. Amounts Not Awarded by the Court.** In the event that the Court does not award any of
7 the requested attorneys' fees, costs, settlement administration costs, and/or service awards, any amount
8 not approved or awarded by the Court added to the amount of the Net Settlement to be distributed to the
9 participating Class Members. The fact that such amounts were not awarded and/or were reduced shall
10 not be cause to cancel the Settlement

11 **D. Invalidation.** Invalidation of any material portion of the Class Settlement shall invalidate
12 the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
13 remaining provisions of the Class Settlement are to remain in full force and effect.

14 **E. Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
15 Settlement and judgment by a class member who submits an objection, the judgment shall be stayed, and
16 Defendant shall not be obligated to continue to take any other actions required by this Stipulation, except
17 for continuing to make any outstanding monthly installment payments in accordance with the schedule
18 set forth in Section V.B of this Stipulation, until all appeal rights have been exhausted by operation of
19 law.

20 **IX. MOTION FOR COURT APPROVAL**

21 **A. Preliminary Approval.** Class Counsel will submit this Stipulation to the Court along
22 with a Motion for Preliminary Approval of the Settlement. A request by the Court for supplemental
23 briefing, or a preliminary denial pending additional briefing, shall not be deemed a denial of preliminary
24 approval or final approval. To the extent the Court requests further or supplemental briefing, the Parties
25 will work in good faith to address the Court's concerns and questions.

26 **B. Final Approval.** The Final Approval and Fairness Hearing shall be held before the Court
27 unless the Court orders otherwise. At the Final Approval and Fairness Hearing, Plaintiff shall move the
28 Court for the entry of the final order certifying the Class for settlement purposes only and approving the

1 Class Settlement as being fair, reasonable, and adequate to the Class Participants within the meaning of
2 California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action
3 consistent with the terms of the Class Settlement and California Rule of Court 3.769(h). Class Counsel
4 and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the
5 Court's determination.

6 **X. RELEASES AND WAIVERS**

7 **A. Release of Claims by Settlement Class.** As of the Effective Date, Plaintiff and all Class
8 Members who do not submit a timely and valid Opt Out shall each be deemed to have fully, finally, and
9 forever released, settled, compromised, relinquished, and discharged any and all Class Released Claims
10 against Defendant BLVD Residential and all other Released Parties (except for Debra O'Toole, Robert
11 Talbott, and Scott Mencaccy). The release under this paragraph shall not be effective as to Debra
12 O'Toole, Robert Talbott, and Scott Mencaccy unless and until the entirety of the Gross Settlement
13 Amount is deposited with the Settlement Administrator. Once the entirety of the Gross Settlement
14 Amount is deposited with the Settlement Administrator, Plaintiff and all Class Members who do not
15 submit a timely and valid Opt Out shall each be deemed to have fully, finally, and forever released,
16 settled, compromised, relinquished, and discharged any and all Class Released Claims against all of the
17 Released Parties as defined herein. Released Parties shall be entitled to a release of Class Released
18 Claims only during such time that the Settlement Class Member was classified as non-exempt, and
19 expressly excluding claims outside of the Class Period and otherwise not waivable under the law. The
20 Parties agree for settlement purposes only that, because the Class Members are so numerous, it is
21 impossible or impracticable to have each Class Member execute this Stipulation. Accordingly, the Class
22 Notice will advise all Class Members of the binding nature of the Class Settlement as to Settlement Class
23 Members and such notice shall have the same force and effect as if the Stipulation were executed by each
24 Class Member. The Parties agree that this is a settlement of disputed claims not involving undisputed
25 wages, and that Labor Code section 206.5 is therefore inapplicable.

26 **B. PAGA Release of Claims for the State of California.** As of the Effective Date, Plaintiff,
27 the State of California, and the PAGA Members, shall be deemed to have fully, finally, and forever
28 released, settled, compromised, relinquished, and discharged Defendant BLVD Residential and all other

1 Released Parties (except for Debra O’Toole, Robert Talbott, and Scott Mencaccy) from any and all
2 PAGA Released Claims. The release under this paragraph shall not be effective as to Debra O’Toole,
3 Robert Talbott, and Scott Mencaccy unless and until the entirety of the Gross Settlement Amount is
4 deposited with the Settlement Administrator. Once the entirety of the Gross Settlement Amount is
5 deposited with the Settlement Administrator, Plaintiff and all PAGA Members shall each be deemed to
6 have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all
7 PAGA Released Claims against all of the Released Parties as defined herein. The Parties agree that it is
8 their intent that the terms set forth in this Stipulation will release any further attempt, by lawsuit,
9 administrative claim or action, arbitration, or other action of any kind, by each and every PAGA Member
10 to obtain any recovery for the PAGA Released Claims. Released Parties shall be entitled to a release of
11 PAGA Released Claims only for such time that PAGA Members were classified as non-exempt.

12 **C. Plaintiff’s General Release.**

13 Plaintiff, on behalf of himself and his heirs, executors, administrators, and representatives, shall
14 and does hereby forever releases, discharges and agrees to hold harmless the Released Parties from any
15 and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
16 damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including
17 attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have
18 after the signing of this Stipulation, arising out of or in any way connected with his employment with
19 BLVD Residential and Releasees including, the Released Claims, claims that were asserted or could have
20 been asserted in the Complaints (as defined above), and any and all transactions, occurrences, or matters
21 between the Parties occurring through and up to date this Stipulation is fully executed. Without limiting
22 the generality of the foregoing, this release shall include, but not be limited to, any and all claims under
23 the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as
24 amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination
25 in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act;
26 (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget
27 Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the
28 Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California

1 Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil
2 Code; (r) the California Wage Orders, and (s) any and all other federal, state and local statutes,
3 ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory,
4 common law or regulatory grounds as well as any other claims based on theories of wrongful or
5 constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory
6 estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other
7 federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief,
8 no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses,
9 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and
10 suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold
11 harmless Defendant and the Released Parties from any and all claims for attorney fees and costs arising
12 out of the matters released in this Stipulation.

13 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of section
14 1542, which provides as follows:

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

19 Plaintiff, being aware of section 1542, hereby expressly waives and relinquishes all rights and
20 benefits he may have under section 1542 as well as any other statutes or common law principles of a
21 similar effect. Plaintiff may hereafter discover facts in addition to or different from those which he now
22 knows or believes to be true with respect to the subject matter of all the claims referenced herein, but
23 stipulates and agrees that, except as otherwise provided herein, upon the Effective Date, Plaintiff shall
24 and hereby does fully, finally and forever settle and release any and all claims against the Defendants and
25 the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that
26 were asserted or could have been asserted upon any theory of law or equity without regard to the
27 subsequent discovery of existence of such different or additional facts. Notwithstanding the foregoing, if
28 BLVD Residential fails to deposit the entirety of the Gross Settlement Amount, Plaintiff will not be
bound to this additional release against Defendants or Releasees or anyone affiliated with any Defendants
or Releasees except for the Class Released Claims and this general release shall be void and of no force

1 or effect whatsoever. Further, notwithstanding the foregoing, nothing in this Settlement shall serve to or
2 be construed as releasing any non-releasable claims, such as claims for unemployment, that cannot be
3 released as a matter of law.

4 **XI. DUTIES OF THE PARTIES**

5 **A. Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
6 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
7 limited to, execution of such other documents and the taking of such other actions as may reasonably be
8 necessary to fulfill the terms of this Class Settlement unless the Court denies the proposed Settlement
9 with prejudice. As part of the preliminary approval process, BLVD Residential has and will provide Class
10 Counsel with detailed financial information that will allow them to evaluate its financial condition.
11 BLVD will also provide a declaration to the Court as part of the preliminary approval process confirming
12 that it has provided Class Counsel with financial information and that this Settlement is consistent with
13 its current financial condition. Defendant Debra O’Toole will also provide a declaration that affirms that
14 she could not afford to fund the Gross Settlement Amount. As soon as reasonably practicable after
15 execution of this Stipulation, Class Counsel, with the cooperation of Defendants and Defense Counsel,
16 shall take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties
17 will work together to make any non-material modifications of the Settlement requested by the Court to
18 obtain approval of the Parties’ proposed Settlement and will work collaboratively together to obtain
19 approval unless the Parties’ proposed Settlement is denied with prejudice and cannot be cured by making
20 reasonable modifications to the proposed Settlement. Defendants shall not attack any provisions of this
21 Settlement, including, but not limited to Plaintiff’s Proposed Service Award. The Parties shall use their
22 best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become
23 necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein.

24 **B. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all of
25 the terms of the Class Settlement in good faith and to support the Class Settlement fully and to use their
26 best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral
27 attack.

28 **C. Duties Prior to Court Approval.** Class Counsel shall promptly submit this Stipulation

1 to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and
2 reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for
3 the entry of a preliminary order, scheduling a hearing on the question of whether the proposed Class
4 Settlement should be approved as fair, reasonable, and adequate as to the Settlement Class Members,
5 approving as to form and content the proposed Class Notice, respectively, and directing the mailing of
6 the Class Notice to Settlement Class Members.

7 **XII. MISCELLANEOUS PROVISIONS**

8 **A. Escalator Clause.** BLVD Residential estimates that, during the period from August 11,
9 2023 through March 22, 2025, the Class Members worked, collectively, approximately 19,262
10 Workweeks. If it is determined that the total number of Workweeks during the Class Period exceed
11 19,262 by more than ten percent (10%) (i.e., exceeds 21,189 workweeks then, either (a) the Gross
12 Settlement Amount will increase by the same number of percentage points above 10% by which the
13 actual number of Workweeks exceeds 19,262 (e.g., if the actual number of Workweeks is 12% higher
14 than 19,262, the Gross Settlement Amount will be increased by 2%) or (b) at BLVD Residential's option,
15 modifying the end date of the Class and PAGA Period to an earlier date, but in no event shall the earlier
16 date be earlier than January 1, 2025 (and such date shall be referred to as the "Alternate End Date").

17 **B. Different Facts.** The Parties hereto, and each of them, acknowledge that, except for
18 matters expressly represented herein, the facts in relation to the dispute and all claims released by the
19 terms of this Stipulation may turn out to be other than or different from the facts now known by each party
20 and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly
21 assumes the risk of the existence of different or presently unknown facts, and agrees that this Stipulation
22 shall be in all respects effective and binding despite such difference.

23 **C. Binding Effect.** Subject to final Court approval, all Settlement Class Members, the State
24 of California, PAGA Members and Defendants shall be bound by this Stipulation and a Final Approval
25 Order and Judgment shall be entered in the Action.

26 **D. No Prior Assignments.** The Parties represent, covenant, and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28 any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein

1 released and discharged except as set forth herein.

2 **E. Non-Admission.** Nothing in this Stipulation shall be construed as or deemed to be an
3 admission by any party of any liability, culpability, negligence, or wrongdoing toward any other party,
4 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
5 wrongdoing toward each other or any other person. Each of the Parties has entered into this Stipulation
6 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
7 contingencies. Nothing herein shall constitute any admission by Defendants or Releasees of wrongdoing
8 or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
9 admission by Defendants regarding the merits of the claims in this Action. Nothing herein shall constitute
10 an admission by Defendants that the Action was properly brought as a class or representative action other
11 than for settlement purposes. To the contrary, and as discussed, Defendants have denied and continue to
12 deny each and every material factual allegation and all Claims. To this end, the Class Settlement of the
13 Action, the negotiation and execution of this Stipulation, and all acts performed or documents executed
14 pursuant to or in furtherance of this Stipulation or the Class Settlement are not, shall not be deemed to
15 be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
16 Defendants or Releasees or of the truth of any of the factual allegations in the Complaint in the Action;
17 and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or
18 omission on the part of Defendants or Releasees in any civil, criminal or administrative proceeding in
19 any court, administrative agency or other tribunal.

20 **F. Media or Press Inquiries.**

21 1. The Parties and their Counsel agree that they will not issue any press releases, initiate any
22 contact with the press, respond to any press inquiry or have any communications with the press about the
23 amount or terms of the Settlement.

24 2. To the extent documents produced, formally or informally, by Defendants during the
25 course of the Action are confidential or otherwise subject to confidentiality, Plaintiff and Class Counsel
26 agree to maintain the confidentiality of such materials.

27 **G. Non-Retaliation.** Defendants understand and acknowledge that it has a legal obligation
28 not to retaliate against any Settlement Class Member who elects to participate in the Class Settlement or

1 elects to Opt Out of the Class Settlement. Defendants will not discourage Settlement Class Members who
2 are employees, directly or indirectly, from participating in the Settlement or encourage or advise
3 Settlement Class Members to opt out or object to the Class Settlement.

4 **H. Construction.** The Parties hereto agree that the terms and conditions of this Stipulation
5 are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that
6 this Stipulation is not to be construed in favor of or against any party by reason of the extent to which
7 any party or its counsel participated in the drafting of this Stipulation. If any of the dates in the Stipulation
8 fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

9 **I. Governing Law.** This Stipulation is intended to and shall be governed by the laws of the
10 State of California, without regard to conflict of law principles, in all respects, including execution,
11 interpretation, performance, and enforcement.

12 **J. Notices.** Except for Settlement Class Member notices required to be made by the
13 Settlement Administrator, any and all notices or other communications required or permitted under this
14 Stipulation shall be in writing and shall be sufficiently given if delivered in person to the party or their
15 counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the
16 address of the party appearing in this Stipulation.

17 **K. Captions and Interpretations.** Section titles or captions contained herein are inserted as
18 a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope
19 of this Stipulation or any provision thereof.

20 **L. Modification.** This Stipulation may not be changed, altered, or modified, except in
21 writing signed by the Parties and approved by the Court. This Stipulation may not be discharged except
22 by performance in accordance with its terms or by a writing signed by the Parties.

23 **M. Integration Clause.** This Stipulation contains the entire agreement between the Parties
24 relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or
25 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
26 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
27 Stipulation may be waived except in writing as provided above.

28 **N. Successors and Assigns.** This Stipulation shall be binding upon and inure to the benefit

1 of the Parties and Settlement Class Members (excluding only persons who timely Opt Out) and their
2 respective present and former heirs, trustees, executors, administrators, representatives, officers,
3 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,
4 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates,
5 related companies, joint ventures, predecessors, successors, and assigns.

6 **O. Corporate Signatories.** Any person executing this Stipulation or any such related
7 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises,
8 for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or
9 partnership to execute this Stipulation or any such related document.

10 **P. Execution in Counterparts.** This Stipulation shall become effective upon its execution
11 by all of the undersigned and may be executed electronically (such as via DocuSign or HelloSign). The
12 Parties may execute this Stipulation in counterparts, and execution of counterparts shall have the same
13 force and effect as if all Settling Parties had signed the same instrument.

14 **Q. Code of Civ. Proc. Section 664.6.** The Court shall retain jurisdiction including to enforce
15 the terms of the Settlement pursuant to California Code of Civil Procedure § 664.6.

16 **R. Action to Enforce Stipulation.** In any suit or court action to enforce the terms of this
17 Stipulation, the prevailing party shall be entitled to recover his or her or its attorneys' fees and costs.

18 **S. Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided for
19 herein, each party shall bear his or her or its own attorney fees, costs, and expenses, taxable or otherwise,
20 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other
21 party to this Stipulation.

22 **T. Notice.** All notices, demands or other communications between the Parties in connection
23 with this Stipulation will be in writing and deemed to have been duly given as of the third business day
24 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

25 To Plaintiff:

26 **WINSTON LAW GROUP, P.C.**
27 David S. Winston, Esq. CA Bar No. 301667
28 david@employmentlitigators.com
1880 Century Park East, Suite 511
Los Angeles, California 90067

1 To Defendants:

2 **SPENCER FANE LLP**

Servando Sandoval, Esq. CA Bar No. 205339

3 ssandoval@spencerfane.com

Elaisha Nandrajog, Esq. CA Bar No. 301798

4 enandrajog@spencerfane.com

225 W. Santa Clara St., Suite 1500

5 San Jose, CA 95113

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1 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation on the
2 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
3 the date of the latest signature.

4 09 / 05 / 2025

5 Date: _____, 2025



Antonio Urrutia as an Individual, as the
Proposed Class Representative, and as
the PAGA Representative

6
7
8
9 Date: September 3rd, 2025

Robert C. Talbott

On behalf of BLVD Residential Inc.

By: Robert Talbott

Its : Chief Executive Officer

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11
12 **APPROVED AS TO FORM:**

13
14 Date: 9/5/25, 2025

WINSTON LAW GROUP, P.C.



David S. Winston, Esq.

Attorney for Plaintiff Antonio Urrutia, the
Proposed Class, and the aggrieved employees

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18
19 Date: _____, 2025

SPENCER FANE LLP

Servando Sandoval, Esq.

Elaisha Nandrajog, Esq.

Attorneys for Defendant BLVD Residential Inc.

1 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation on the
2 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
3 the date of the latest signature.

4
5 Date: _____, 2025

Antonio Urrutia as an Individual, as the
Proposed Class Representative, and as
the PAGA Representative

6
7
8
9 Date: _____, 2025

On behalf of BLVD Residential Inc.
By: _____
Its : _____

10
11
12 **APPROVED AS TO FORM:**

13
14 Date: _____, 2025

WINSTON LAW GROUP, P.C.

David S. Winston, Esq.
Attorney for Plaintiff Antonio Urrutia, the
Proposed Class, and the aggrieved employees

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17
18
19 Date: September 3, 2025

SPENCER FANE LLP


Servando Sandoval, Esq.
Elaisha Nandrajog, Esq.
Attorneys for Defendant BLVD Residential Inc.