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8 JOSE FRAUSTO VILLEGAS, JOSE MANUEL BARRAGAN, and all others similarly situated
(Additional attorneys for parties on following page)

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SANTA BARBARA**

11 **(UNLIMITED JURISDICTION)**

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13
14 JOSE FRAUSTO VILLEGAS, on behalf of
himself, all others similarly situated, and the
15 general public,

16 *Plaintiff,*

17 vs.

18 DLP MANAGEMENT CO., INC., a California
19 corporation d/b/a DLP MANAGEMENT CO and
DLP MANAGEMENT INC.; and DOES 1–50,
20 inclusive,

21 *Defendants.*

Lead Case No.: 21CV04500
Consolidated with: 22CV01392
[Hon. Thomas P. Anderle, Department 3]

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24 **CLASS ACTION SETTLEMENT**
AGREEMENT AND CLASS NOTICE

25 Action filed: November 12, 2021
26 Dept: 4, The Honorable Thomas
27 P. Anderle

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JOSE MANUEL BARRAGAN, on behalf of
himself, all others similarly situated, and
the general public,

Plaintiff,

vs.

DLP MANAGEMENT CO., INC., a
California corporation doing business in
California as DLP MANAGEMENT CO and
as DLP MANAGEMENT INC. and DLP
MANAGEMENT INC; DARIO L. PINI, an
individual; and DOES 1-50, inclusive,

Defendants.

Case No.: 22CV01392

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Attorneys for Defendant(s),
DLP MANAGEMENT CO., INC. and DARIO L. PINI

1 This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs
2 Jose Frausto Villegas and Jose Manuel Barragan (collectively “Plaintiffs”) and defendants DLP
3 Management Co., Inc. and Dario L. Pini (collectively “Defendants”). The Agreement refers to
4 Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiffs’ consolidated lawsuits alleging wage and hour
7 violations against DLP Management Co., Inc. and Dario L. Pini captioned “Jose Frausto Villegas,
8 on behalf of himself, and all others similarly situated, *Plaintiff(s)*, vs. DLP Management Co., Inc.,
9 a California corporation, and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No.
10 21CV04500 and Jose Manuel Barragan, on behalf of himself, and all others similarly situated,
11 *Plaintiff(s)*, vs. DLP Management Co., Inc., a California corporation, Dario L. Pini, a natural
12 person, and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No. 22CV01392 initiated on
13 November 12, 2021 and pending in Superior Court of the State of California, County of Santa
Barbara.

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

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

19 1.4. “Class” means all persons employed by Defendants in California and classified as
20 a non-exempt employees paid on an hourly basis or by salary during the Class Period. The Parties
21 agree that the Class only consists of the 81 employees Defendants disclosed to the Administrator
22 as part of the *Belaire-West* process and the two individuals the Parties identified in the
Memorandum of Understanding that the Parties signed after the mediation.

23 1.5. “Class Counsel” means David G. Spivak of The Spivak Law Firm and Louis M.
24 Benowitz of Benowitz Law Corporation.

25 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
26 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

1 1.7. "Class Data" means Class Member identifying information in Defendants'
2 possession including the Class Member's name, last-known mailing address, Social Security
3 number, dates worked during the Class Period and number of Class Period Paychecks.

4 1.8. "Class Member" or "Settlement Class Member" means a member of the Class, as
5 either a Participating Class Member or Non-Participating Class Member.

6 1.9. "Class Member Address Search" means the Administrator's investigation and
7 search for current Class Member mailing addresses using all reasonably available sources,
8 methods and means including, but not limited to, the National Change of Address database, skip
9 traces, and direct contact by the Administrator with Class Members.

10 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
11 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
12 Class Members in English with a Spanish translation in the form, without material variation,
13 attached as Exhibit A and incorporated by reference into this Agreement.

14 1.11. "Class Period" means the period from November 12, 2017 to the date of
15 preliminary Court approval of the Settlement.

16 1.12. "Class representatives" for the purposes of this Settlement only, means the named
17 Plaintiffs in the operative complaints in the Action seeking Court approval to serve as Class
18 Representatives.

19 1.13. "Class Representative Service Payments" means the payments to the Class
20 Representatives for initiating the Action and providing services in support of the Action.

21 1.14. "Court" means the Superior Court of California, County of Santa Barbara.

22 1.15. "Defendants" means named Defendants DLP Management Co., Inc., and Dario L.
23 Pini.

24 1.16. "Defense Counsel" means Paul R. Burns of Law Offices of Paul R. Burns, P.C.

25 1.17. "Effective Date" means the date by when both of the following have occurred: (a)
26 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
27 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
28 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
one or more Participating Class Members objects to the Settlement, the day after the deadline for
filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.21. “Gross Settlement Amount” means \$750,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses. Defendants’ share of any employer payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA, payroll taxes, and/or any similar tax or charge – collectively “Employer Taxes”) shall be paid by Defendants from the Gross Settlement Amount.

1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Paychecks received during the Class Period.

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

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

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

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

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

1.28. “Plaintiffs” means Jose Frausto Villegas, Jose Manuel Barragan, and the named

1 Plaintiffs in the Action.

2 1.29. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
3 of the Settlement.

4 1.30. “Preliminary Approval Order” means the proposed Order Granting Preliminary
5 Approval. A proposed Preliminary Approval Order form is attached as Exhibit E.

6 1.31. “Released Class Claims” means the claims being released as described in
7 Paragraph 6.2 below.

8 1.32. “Released Parties” means: Defendants and any of their present and former parent
9 companies, subsidiaries, divisions, concepts, related or affiliated companies and its shareholders,
10 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any
11 individual or entity that Defendant Dario Pini has any ownership interest in that could be liable
12 for any of the Released Claims, and Defendants’ counsel of record in the Action.

13 1.33. “Request for Exclusion” means a Class Member’s submission of a written request
14 to be excluded from the Class Settlement signed by the Class Member. An Election Not to
15 Participate in Settlement form is attached as Exhibit B.

16 1.34. “Response Deadline” means 60 days after the Administrator mails Notice to Class
17 Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests
18 for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.
19 Class Members to whom Notice Packets are resent after having been returned undeliverable to
20 the Administrator shall have an additional 14 calendar days beyond the Response Deadline has
21 expired.

22 1.35. “Settlement” means the disposition of the Action effected by this Agreement and
23 the Judgment.

24 1.36. A Paycheck Dispute form is attached as Exhibit C.

25 **2. RECITALS.**

26 2.1. On November 12, 2021, Plaintiff Jose Frausto Villegas commenced this Action
27 by filing a Complaint alleging causes of action against Defendant DLP Management Co., Inc. for
28 failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods,
failure to indemnify for business expenses, failure to timely pay wages, and related claims. On
April 11, 2022, Plaintiff Jose Manuel Barragan filed a class action complaint alleging the same

1 violations against both Defendants. The two cases were consolidated on or about June 8, 2022. The
2 operative complaints in the Action are referred to as the “Operative Complaint.” Defendants
3 deny the allegations in the Operative Complaint, deny any failure to comply with the laws
4 identified in in the Operative Complaint and deny any and all liability for the causes of action
alleged.

5 2.2. On September 26, 2023, the Parties participated in an all-day mediation presided
6 over by Henry J Bongiovi, Esq. which led to this Agreement to settle the Action (describe
7 alternative means of negotiation.

8 2.3. Prior to mediation, Plaintiffs obtained, through formal and informal discovery,
9 the number of comparable employees, sample payroll records, and related information. Plaintiffs’
10 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
11 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
12 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

13 2.4. The Court has not granted class certification.

14 2.5. The Plaintiffs and Class Counsel represent that they are not aware of any other
15 pending matter or action asserting claims that will be extinguished or affected by the Settlement
16 other than workers’ compensation claims.

17 3. MONETARY TERMS.

18 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
19 Defendants promise to pay \$750,000.00 and no more as the Gross Settlement Amount.
20 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated
21 in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement
22 Amount without asking or requiring Participating Class Members to submit any claim as a
condition of payment. None of the Gross Settlement Amount will revert to Defendants.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
24 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
the Court in the Final Approval:

25 3.2.1. To Plaintiffs: Subject to approval by the Court, Class Representative
26 Service Payments to the Class Representatives of not more than \$15,000.00 each (in addition to
27 any Individual Class Payments the Class Representatives are entitled to receive as Participating

1 Class Members). For the purposes of this Settlement only, the Parties agree to the designation of
2 Plaintiffs as “Class Representatives.” In consideration therefor, Plaintiffs give their general
3 release pursuant to California Civil Code section 1542 as discussed in paragraph 6.2 that includes
4 a release of all claims arising out of and relating to their employment with Defendants, as well as
5 Plaintiffs’ release of all known and unknown claims pursuant to California Civil Code section
6 1542 of all claims arising out of and relating to their employment with Defendants. Defendants
7 will not oppose Plaintiffs’ request for a Class Representative Service Payments that do not exceed
8 this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
9 Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no
10 later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class
11 Representative Service Payment less than the amount requested, the Administrator will retain the
12 remainder in the Net Settlement Amount. The enhancement awards are to be part of, and to be
13 deducted from, the Gross Settlement Amount. The Administrator will pay the Class
14 Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and
15 liability for employee taxes owed on the Class Representative Service Payments.

16 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
17 33.33%, which is currently estimated to be \$250,000.00 and a Class Counsel Litigation Expenses
18 Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments
19 provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for
20 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
21 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
22 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
23 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
24 to Class Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion any Class
25 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
26 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
27 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
28 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed

1 \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the
2 Administration Expenses are less or the Court approves payment less than \$10,000.00, the
3 Administrator will retain the remainder in the Net Settlement Amount.

4 3.2.4. To Each Participating Class Member: An Individual Class Payment
5 calculated by (a) dividing the Net Settlement Amount by the total number of Paychecks received
6 by all Participating Class Members during the Class Period and (b) multiplying the result by each
7 Participating Class Member's Paychecks.

8 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
9 each Participating Class Member's Individual Class Payment will be allocated to settlement of
10 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
11 reported on an IRS W-2 Form. The 66.67% of each Participating Class Member's Individual
12 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
13 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
14 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
15 employee taxes owed on their Individual Class Payment.

16 3.2.4.2. Employer-Side Payroll Taxes. Defendants' share of any
17 employer payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA, payroll
18 taxes, and/or any similar tax or charge – collectively "Employer Taxes") shall be paid by
19 Defendants from the Gross Settlement Amount.

20 3.2.4.3. Effect of Non-Participating Class Members on
21 Calculation of Individual Class Payments. Non-Participating Class Members will not receive
22 any Individual Class Payments. The Administrator will retain amounts equal to their Individual
23 Class Payments in the Net Settlement Amount for distribution to Participating Class Members on
24 a pro rata basis.

25 **4. SETTLEMENT FUNDING AND PAYMENTS.**

26 4.1. Class Paychecks. Based on a review of their records to date, Defendants estimate
27 there are 83 Class Members who collectively worked a total of 9,163 pay periods.

28 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of
the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
Administrator must maintain the Class Data in confidence, use the Class Data only for purposes

1 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
2 employees who need access to the Class Data to effect and perform under this Agreement.
3 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
4 Class Data omitted class member identifying information and to provide corrected or updated
5 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
6 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
7 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
8 to missing or omitted Class Data.

8 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
9 Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the
10 Effective Date.

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

16 4.4.1. The Administrator will issue checks for the Individual Class Payments and
17 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each
18 check shall prominently state the date (not less than 180 days after the date of mailing) when the
19 check will be voided. The Administrator will cancel all checks not cashed by the void date. The
20 Administrator will send checks for Individual Settlement Payments to all Participating Class
21 Members (including those for whom Notice Packet was returned undelivered). Before mailing
22 any checks, the Administrator must update the recipients' mailing addresses using the National
23 Change of Address Database.

23 4.4.2. The Administrator must conduct a Class Member Address Search for all
24 other Class Members whose checks are returned undelivered without USPS forwarding address.
25 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose

1 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Class Member whose original check was lost or misplaced, requested
3 by the Class Member prior to the void date.

4 4.4.3. For any Class Member whose Individual Class Payment check is uncashed
5 and cancelled after the void date, the Administrator shall transmit the funds represented by such
6 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
7 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
8 Procedure Section 384, subd. (b).

9 4.4.4. The payment of Individual Class Payments shall not obligate Defendants
10 to confer any additional benefits or make any additional payments to Class Members (such as
11 401(k) contributions or bonuses) beyond those specified in this Agreement.

12 **5. [OMITTED]**

13 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
14 Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims
15 against all Released Parties as follows:

16 6.1. Release by Participating Class Members. The claims to be released by the
17 Participating Class Members are limited to any and all claims under state, federal, or local law,
18 whether statutory or common law arising out of the claims expressly pleaded the Actions and all
19 other claims, such as those under California Labor Code sections 201, 202, 203, 226.7, 510, 512,
20 558.1, 1182.12, 1194, 1197, 1198, and 2802, the Wage Orders, regulations, and/or other
21 provisions of law, that could have been pleaded based on the facts pleaded in the Actions for:
22 failure to pay employees all earned wages, including but not limited to overtime at one and one
23 half times regular wages and/ or overtime at two times regular wages if applicable, failure to
24 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
25 business expenses, failure to timely pay final wages, and unfair competition under Business &
26 Professions Code sections 17200, et seq.

27 6.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542
28 against the Released Parties. The Released Parties are those persons described in section 1.32
above that includes a release of all claims arising out of and relating to their employment with
Defendants, as well as Plaintiffs' release of all known and unknown claims pursuant to California
Civil Code section 1542 of all claims arising out of and relating to their employment with

1 Defendants. Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any,
2 of section 1542 of the California Civil Code against the Released Parties. Section 1542 reads:

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

8 Plaintiff Jose Frausto Villegas will not be seeking a double recovery in his pending workers'
9 compensation claim.

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

14 7.1 Defendants' Declaration in Support of Preliminary Approval. Within ten (10)
15 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
16 a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
17 actual or potential conflicts of interest with the Administrator.

18 7.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense
19 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
20 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
21 analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary
22 Approval; (iii) a draft proposed Notice Packet; (iv) a signed declaration from the Administrator
23 attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness
24 to serve; competency; operative procedures for protecting the security of Class Data; amounts of
25 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
26 relevant to any actual or potential conflicts of interest with Class Members; and the nature and
27 extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed
28 declaration from Plaintiffs confirming willingness and competency to serve and disclosing all
facts relevant to any actual or potential conflicts of interest with Class Members, and/or the
Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency
to represent the Class Members; (vi) a redlined version of the parties' Agreement showing all

1 modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts
2 relevant to any actual or potential conflict of interest with Class Members or the Administrator.
3 In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware
4 of any other pending matter or action asserting claims that will be extinguished or adversely
5 affected by the Settlement.

6 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
7 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
8 than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the
9 Motion for Preliminary Approval as permitted by the Court's schedule; and for appearing in Court
10 to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
11 delivering the Court's Preliminary Approval to the Administrator.

12 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
13 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
14 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
15 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
16 Preliminary Approval or conditions Preliminary Approval on any material change to this
17 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
18 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
19 otherwise satisfy the Court's concerns to the extent such modification is consistent with the MOU
20 executed on September 27th, 2023 by all parties .

21 **8. SETTLEMENT ADMINISTRATION.**

22 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
23 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
24 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
25 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
26 represent that they have no interest or relationship, financial or otherwise, with the Administrator
27 other than a professional relationship arising out of prior experiences administering settlements.

28 8.2 Employer Identification Number. The Administrator shall have and use its own
Employer Identification Number for purposes of calculating payroll tax withholdings and
providing reports state and federal tax authorities.

1 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
2 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
3 Regulation section 468B-1.

4 8.4 Notice to Class Members.

5 8.4.1 No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state the number of
7 Class Members, and Paychecks in the Class Data.

8 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
9 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
10 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
11 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
12 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
13 amounts of any Individual Class Payment payable to the Class Member, and the number of
14 Paychecks used to calculate these amounts. Before mailing Notice Packets, the Administrator shall
15 update Class Member addresses using the National Change of Address database.

16 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
17 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
18 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
20 the Notice Packet to the most current address obtained. The Administrator has no obligation to
21 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
22 returned by the USPS a second time.

23 8.4.4 The deadlines for Class Members’ written objections, Challenges to
24 Paychecks (disputes), and Requests for Exclusion will be extended an additional 14 days beyond
25 the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-
26 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
27 mailed Notice Packet.

28 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
otherwise discovers any persons who believe they should have been included in the Class Data
and should have received Notice Packet, the Parties will expeditiously meet and confer in person
or by telephone, and in good faith. In an effort to agree on whether to include them as Class

Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

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

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

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

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

1 8.6 Challenges to Calculation of Paychecks. Each Class Member shall have 60 days
2 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
3 whose Notice Packet is re-mailed) to challenge the number of Class Paychecks allocated to the
4 Class Member in the Class Notice. This is also known as a dispute. A Paycheck Dispute form,
5 attached as Exhibit C, may be used for this purpose but is not required. The Class Member may
6 challenge the allocation by communicating with the Administrator via fax, email or mail. The
7 Administrator must encourage the challenging Class Member to submit supporting
8 documentation. In the absence of any contrary documentation, the Administrator is entitled to
9 presume that the Paychecks contained in the Class Notice are correct so long as they are consistent
10 with the Class Data. The Administrator's determination of each Class Member's allocation of
11 Paychecks shall be final and not appealable or otherwise susceptible to challenge. The
12 Administrator shall promptly provide copies of all challenges to calculation of Paychecks to
13 Defense Counsel and Class Counsel and the Administrator's determination the challenges.

14 8.7 Objections to Settlement.

15 8.7.1 Only Participating Class Members may object to the class action
16 components of the Settlement and/or this Agreement, including contesting the fairness of the
17 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment and/or Class Representative Service Payments.

19 8.7.2 Participating Class Members may send written objections to the
20 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
21 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
22 Hearing. A Participating Class Member who elects to send a written objection to the
23 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
24 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
25 The Objection form attached as Exhibit D may be used for this purpose but is not required.

26 8.7.3 Non-Participating Class Members have no right to object to any of the class
27 action components of the Settlement.

28 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
establish and maintain and use an internet website to post information of interest to Class

Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

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

8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the

1 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
2 number of written objections and attach the Exclusion List. The Administrator will supplement
3 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
4 for filing the Administrator's declaration(s) in Court.

5 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
6 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
7 and Defense Counsel with a final report detailing its disbursements by employee identification
8 number only of all payments made under this Agreement. At least 15 days before any deadline
9 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
10 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
11 payments required under this Agreement. Class Counsel is responsible for filing the
12 Administrator's declaration in Court.

13 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on their records,
14 Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 83 Class
15 Members and 9,163 Total Paychecks during the Class period. If the Paychecks and/or Class
16 Members as of the date the Court approves the settlement exceeds the referenced 9,163 Paychecks
17 and/or 83 Class Members by more than 10.00%, the Gross Settlement Amount, including the
18 Class Counsel Fees Payment, and the Class Representative Service Payments, will increase
19 proportionally according to the number of additional Paychecks or Class Members, whichever
20 results in a higher increase in the Gross Settlement Amount.

21 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
22 Exclusion identified in the Exclusion List exceeds 20.00% of the total of all Class Members,
23 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
24 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
25 whatsoever, and that neither Party will have any further obligation to perform under this
26 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
27 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
28 Court of their election to withdraw not later than 7 days after the Administrator sends the final
Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the

1 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
2 Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for
3 Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later
4 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
5 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
disagreements concerning the Motion for Final Approval.

6 11.1 Response to Objections. Each Party retains the right to respond to any objection
7 raised by a Participating Class Member, including the right to file responsive documents in Court
8 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
9 by the Court.

10 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement (including, but not limited to, the scope of
12 release to be granted by Class Members), the Parties will expeditiously work together in good
13 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
14 Approval. The Court’s decision to award less than the amounts requested for the Class
15 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

17 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
18 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
19 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
21 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
22 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
23 respective counsel, and all Participating Class Members who did not object to the Settlement as
24 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
25 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
26 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
27 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
Parties’ obligations to perform under this Agreement will be suspended until such time as the

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
4 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
5 material modification of this Agreement (including, but not limited to, the scope of release to be
6 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
10 the Court's award of the Class Representative Service Payments or any payments to Class
11 Counsel shall not constitute a material modification of the Judgment within the meaning of this
12 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

16 **13. ADDITIONAL PROVISIONS.**

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

1 Settlement and this Agreement).

2 13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
3 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
4 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
5 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
6 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
7 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
8 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
9 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
10 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
11 government agency.

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

20 13.3 No Solicitation. The Parties separately agree that they and their respective
21 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
22 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
23 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
24 obligations owed to Class Members.

25 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
26 Agreement together with its attached exhibits shall constitute the entire agreement between the
27 Parties relating to the Settlement, superseding any and all oral representations, warranties,
28 covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
4 use their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
7 the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of a mediator and/or the Court for resolution.

10 13.7 No Prior Assignments. The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court.

21 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

23 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

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

1 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
2 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
3 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
4 connection with the Settlement, may be used only with respect to this Settlement, and no other
5 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
6 or rule of court. Not later than 90 days after the date when the Court discharges the
7 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
8 funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from
9 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
10 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
12 is inserted for convenience of reference only and does not constitute a part of this Agreement.

13 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
14 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
15 weekend or federal legal holiday, such date or deadline shall be on the first business day
16 thereafter.

17 13.17 Notice. All notices, demands or other communications between the Parties in
18 connection with this Agreement will be in writing and deemed to have been duly given as of the
19 third business day after mailing by United States mail, or the day sent by email or messenger,
20 addressed as follows:

21 To Plaintiff:
22 David G. Spivak, Esq.
23 The Spivak Law Firm
24 8605 Santa Monica Bl
25 PMB 42554
26 West Hollywood, CA 90069
27 david@spivaklaw.com

28 To Defendant:
29 Paul R. Burns, Esq.
30 Law Offices of Paul R. Burns, P.C.
31 2700 Gibraltar Road
32 Santa Barbara, CA 93105
33 paulburnslaw@gmail.com

1 13.18 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

7 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
8 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 04 / 23 / 2024
13 Dated: October 3, 2023

J.V.

By: Jose A. Frausto
JOSE FRAUSTO VILLEGAS

14 Dated: October 3, 2023

By: _____
JOSE MANUEL BARRAGAN

16 Dated: October 3, 2023

By: _____
Dario L. Pini

18 Dated: October 3, 2023

By: _____
Dario L. Pini for DLP Management
Co., Inc.

23 THE SPIVAK LAW FIRM

24 Dated: October 3, 2023

By: _____
DAVID G. SPIVAK, Attorneys for
Plaintiff(s), JOSE FRAUSTO

1 13.18 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

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9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 Dated: October 3, 2023

By:

JOSE FRAUSTO VILLEGAS

14 04 / 19 / 2024

J.M.BG

15 Dated: October 3, 2023

By:

JOSE MANUEL BARRAGAN

17 Dated: October 3, 2023

By:

Dario L. Pini

20 Dated: October 3, 2023

By:

Dario L. Pini for DLP Management
Co., Inc.

24 THE SPIVAK LAW FIRM

26 Dated: October 3, 2023

By:

DAVID G. SPIVAK, Attorneys for
Plaintiff(s), JOSE FRAUSTO

1 13.18 Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

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10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 Dated: October 3, 2023

By: _____

JOSE FRAUSTO VILLEGAS

14 Dated: October 3, 2023

By: _____

JOSE MANUEL BARRAGAN

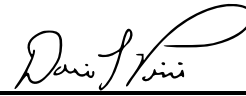
16 Dated: April 1st, 2024

By: _____

Dario L. Pini

18 Dated: April 1st, 2024

By: _____



Dario L. Pini for DLP Management
Co., Inc.

24 THE SPIVAK LAW FIRM

04 / 24 / 2024

26 Dated: October 3, 2023

By: _____


DAVID G. SPIVAK, Attorneys for
Plaintiff(s), JOSE FRAUSTO

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VILLEGAS, JOSE MANUEL
BARRAGAN, and all others similarly
situated

04 / 24 / 2024

Dated: October 3, 2023

BENOWITZ LAW CORPORATION



By:

LOUIS M. BENOWITZ, Attorneys for
Plaintiff(s), JOSE FRAUSTO
VILLEGAS, JOSE MANUEL
BARRAGAN, and all others similarly
situated

LAW OFFICES OF PAUL R. BURNS, P.C.

Dated: April 1st, 2024

By:



PAUL R. BURNS, Attorneys for
Defendant(s), DLP MANAGEMENT
CO., INC., AND DARIO L. PINI

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EXHIBIT A

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

(case name: Jose Frausto Villegas, et al. v. DLP Management Co., Inc. and number
21CV04500, 22CV01392)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against DLP Management Co., Inc. and Dario L. Pini (“Defendants”) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employees Jose Frausto Villegas and Jose Manuel Barragan (“Plaintiffs”) and seek payment of wages and other relief for a class of 83 non-exempt, hourly employees (“Class Members”) Defendants employed during the Class Period (November 12, 2017 to the date of preliminary Court approval of the Settlement).

The proposed Settlement is a Class Settlement requiring Defendants to fund Individual Class Payments.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding).** The estimated dollar value of a Paycheck is <<\$increment type value>>. The actual amount you may receive likely will be different and will depend on a number of factors. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you received <<__>> Paychecks** during the Class Period. If you believe that you received more Paychecks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

<p>You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Paychecks</p> <p>Written Challenges Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>The amount of your Individual Class Payment depends on how many pay periods in which you worked at least one day during the Class Period. The number Class Period Paychecks you received according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Paychecks Dispute form for this purpose.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to timely pay wages, and related violations of the Labor Code. Plaintiffs are represented by attorneys in the Action: David G. Spivak of The Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and

(2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

A. Gross Settlement Amount. Defendants Will Pay \$750,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

1. Attorney Fees and Costs. Up to \$250,000.00 (33.33% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Payment. Up to \$15,000.00 as a Class Representative Service Payment to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments.

3. Administration Expenses. Up to \$10,000.00 to the Administrator for services administering the Settlement.

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

Based on their records, Defendants estimated that, as of the date of the Settlement, (1) there are 83 Class Members and 9,163 Total Paychecks during the Class period. If the Paychecks and/or Class Members as of the date the Court approves the settlement exceeds the referenced 9,163 Paychecks and/or 83 Class Members by more than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, and the Class Representative Service Payments, will increase proportionally according to the number of additional Paychecks or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

1 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
2 Members based on their Class Period Paychecks.

3 D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking
4 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
5 (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion
6 is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report
7 the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Defendants’ share
8 of any employer payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA,
9 payroll taxes, and/or any similar tax or charge – collectively “Employer Taxes”) shall be paid by
10 Defendants from the Gross Settlement Amount.

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

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

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

24 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
25 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
26 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
27 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
28 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
Member’s name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California’s labor laws.

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

1 H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
2 (the “Administrator”) to send this Notice, calculate and make payments, and process Class
3 Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges
4 over Paychecks, mail and re-mail settlement checks and tax forms, and perform other tasks
5 necessary to administer the Settlement. The Administrator’s contact information is contained in
6 Section 9 of this Notice.

7 I. Participating Class Members’ Release. After the Judgment is final and Defendants
8 have fully funded the Gross Settlement, Participating Class Members will be legally barred from
9 asserting any of the claims released under the Settlement. This means that unless you opted out
10 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be
11 part of any other lawsuit against Defendants or their officers, directors, employees, and agents for
12 wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

14 The claims to be released by the Participating Class Members are limited to any
15 and all claims under state, federal, or local law, whether statutory or common law
16 arising out of the claims expressly pleaded the Actions and all other claims, such
17 as those under California Labor Code sections 201, 202, 203, 226.7, 510, 512,
18 558.1, 1182.12, 1194, 1197, 1198, and 2802, the Wage Orders, regulations, and/or
19 other provisions of law, that could have been pleaded based on the facts pleaded
20 in the Actions for: failure to pay employees all earned wages, including but not
21 limited to overtime at one and one half times regular wages and/ or overtime at
22 two times regular wages if applicable, failure to provide meal periods, failure to
23 authorize and permit rest periods, failure to indemnify for business expenses,
24 failure to timely pay final wages, and unfair competition under Business &
25 Professions Code sections 17200, et seq.

26 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

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

You need to support your challenge by submitting copies of pay stubs or other records.
The Administrator will accept Defendants’ calculation of Paychecks based on Defendants’

1 records as accurate unless you send copies of records containing contrary information. You
2 should send copies rather than originals because the documents will not be returned to you. The
3 Administrator will resolve Paycheck challenges based on your submission and on input from
4 Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’
Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final
decision.

5 **5. HOW WILL I GET PAID?**

6 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
7 check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out).

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

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

11 Email, fax, or mail a written and signed letter with your name, present address, telephone
12 number, and a simple statement that you do not want to participate in the Settlement. You may
13 use the enclosed Election Not To Participate In Settlement form for this purpose. The
14 Administrator will exclude you based on any writing communicating your request be excluded.
15 Be sure to personally sign your request, identify the Action as *Jose Frausto Villegas, et al. vs.*
16 *DLP Management Co., Inc., et al.* Case Nos. 21CV04500, 22CV01392 and include your
17 identifying information (full name, address, telephone number, approximate dates of
18 employment, and social security number for verification purposes). You must make the request
19 yourself. If someone else makes the request for you, it will not be valid. You should send your
Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The**
Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid. Section 9 of the Notice has the Administrator’s contact information.

19 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

20 Only Participating Class Members have the right to object to the Settlement. Before deciding
21 whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to
22 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will
23 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
24 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
25 stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and
26 (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon
27 reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will
28 send you copies of these documents at no cost to you. You can also view them and the Settlement
Agreement on the Administrator’s Website <<ADMINISTRATOR WEBSITE>> or the Court’s
website <<COURT WEBSITE>>.

1 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
2 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
3 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
4 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to
5 the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what
6 you object to, why you object, and any facts that support your objection. Make sure you identify
7 the Action, *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.* Case Nos.
8 21CV04500, 22CV01392, and include your name, current address, telephone number, and
9 approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice
10 has the Administrator's contact information. You may use the enclosed Objection form for this
11 purpose. You should send your objection to the Administrator by email, fax, or send by regular
12 U.S. mail.

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

18 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

19 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
20 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 4 of the Santa
21 Barbara Superior Court, located at Anacapa Division, 1100 Anacapa Street, Santa Barbara, CA
22 93101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement
23 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the
24 Administrator. The Court will invite comment from objectors, Class Counsel and Defense
25 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
26 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
27 (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
28 information.

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

22 **9. HOW CAN I GET MORE INFORMATION?**

23 The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the
24 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
25 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
26 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
27 using the contact information listed below, or consult the Superior Court website by going to
28 (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
No. 21CV04500. You can also make an appointment to personally review court documents in the
Clerk's Office at the Anacapa Division by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

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

Administrator:

Name of Company: ILYM Group, Inc.
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

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EXHIBIT B

1 *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.*
2 **Superior Court of the State of California, County of Santa Barbara**
3 Case Nos. 21CV04500, 22CV01392

4 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

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

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

11 *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al. Class Action Administrator*
12 c/o ____
13 ____
14 ____

15 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
16 excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
17 bound by the Settlement and also will not share in the settlement proceeds.

18 (Typed or Printed Name)

19 (Address)

20 (City, State, Zip Code)

21 (Telephone Number, Including Area Code)

22 (Identification Number)

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

25 Dated: ____.
26 (Signature)

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EXHIBIT C

1 **PAYCHECK DISPUTE FORM**

2 Superior Court of The State of California

3 For The County of Santa Barbara

4 *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.* Case Nos. 21CV04500,
5 22CV01392

6 Indicate Name/Address Changes, if any:

7 <<Name>> _____

8 <<Address>> _____

9 <<City>>, <<State>> <<Zip Code>> _____

10 XX - XX - _____

11 TO ALL OF DLP MANAGEMENT CO., INC. AND DARIO PINI'S NON-EXEMPT
12 CALIFORNIA EMPLOYEES PAID BY SALARY OR HOURLY FROM NOVEMBER 12,
13 2017 THROUGH THE DATE OF PRELIMINARY COURT APPROVAL OF THE
14 SETTLEMENT:

15 The amount of your estimated Settlement Award is based upon the number of Pay periods you
16 worked between November 12, 2017 and the date of preliminary Court approval of the Settlement
17 and Pay periods you worked between and the date of preliminary Court approval of the
18 Settlement. "Individual Class Paychecks" are defined as any Paycheck for a pay period in which
19 you worked at least one (1) day as a non-exempt employees paid on an hourly basis or by salary
20 of DLP Management Co., Inc., and Dario L. Pini ("Defendant") in California during the calendar
21 week. The number of Class Paychecks applicable to your claim are set forth below.

22 **YOUR ELIGIBLE PAYCHECKS**

23 Defendants' records indicate that you received <<number of Paychecks>> Paychecks between
24 November 12, 2017 and the date of preliminary Court approval of the Settlement and <<number
25 of Paychecks>> Paychecks between through the date of preliminary Court approval of the
26 Settlement.

27 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

28 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

If you wish to dispute the number of November 12, 2017 credited to you, or anything else about
your employment status, you must complete and return this form by indicating what you believe
is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to

1 the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as
2 a postmark or delivery service date stamp). You may use this Paychecks Dispute form for this
3 purpose. You must also send any documents or other information that you contend supports your
4 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
5 based upon Defendants' records and any information you provide. Please be advised that the
6 information on this Paychecks Dispute Form is presumed to be correct unless the documents you
7 submit are company records from Defendants.

8 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF**
9 **PAYCHECKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR**
10 **EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.*** Superior Court of the
3 **State California, County of Santa Barbara**
4 **Case Nos. 21CV04500 and 22CV01392**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

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

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Jose Frausto Villegas, et al. v. DLP Management Co., Inc., et al.*
27 Settlement on the following grounds (if additional space necessary, please include additional
28 sheets of paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<_____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Jose Frausto Villegas, et al. v. DLP Management Co., Inc., et al.

Administrator

[ADDRESS]

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EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
(UNLIMITED JURISDICTION)

JOSE FRAUSTO VILLEGAS, on behalf of
himself, all others similarly situated, and the
general public,

Plaintiff,

vs.

DLP MANAGEMENT CO., INC., a California
corporation d/b/a DLP MANAGEMENT CO and
DLP MANAGEMENT INC.; and DOES 1–50,
inclusive,

Defendants.

Lead Case No.: 21CV04500
Consolidated with: 22CV01392
[Hon. Thomas P. Anderle, Department 3]

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: November 12, 2021
Dept: 4, The Honorable Thomas
P. Anderle

JOSE MANUEL BARRAGAN, on behalf of
himself, all others similarly situated, and
the general public,

Plaintiff,

vs.

DLP MANAGEMENT CO., INC., a
California: corporation doing business in
California as DLP MANAGEMENT CO and
as DLP MANAGEMENT INC. and DLP
MANAGEMENT INC; DARIO L. PINI, an
individual; and DOES 1-50, inclusive,

Defendants.

Case No.: 22CV01392

The Motion of Plaintiffs Jose Frausto Villegas and Jose Manuel Barragan (hereafter referred to as “Plaintiffs”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Thomas P. Anderle presiding. The Court having considered the Motion, the Class Action Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

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

2. For purposes of this Preliminary Approval Order, the “Settlement Class” means (collectively “Class Members”), who worked anytime during the Class Period. The “Class Period” shall mean the period of time from November 12, 2017, through the date of preliminary Court approval of the Settlement. The Parties agree that the Class only consists of the 81 employees Defendants disclosed to the Administrator as part of the *Belair-West* process and the two individuals the Parties identified in the Memorandum of Understanding that the Parties signed after the mediation.

3. Based on its records, Defendants estimate that, as of the date of the Settlement Agreement, (1) there are 83 Class Members and 9,163 Total Paychecks during the Class period. If the Paychecks and/or Class Members as of the date the Court approves the settlement exceeds the referenced 9,163 Paychecks and/or 83 Class Members by more than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, and the Class Representative Service Payments, will increase proportionally according to the number of additional Paychecks or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

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

5. This action is provisionally certified pursuant to section 382 of the California Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for

1 purposes of settlement only with respect to the proposed Settlement Class.

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

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16 7. No later than three (3) business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state the number of
18 Class Members, Paychecks, and Pay Periods in the Class Data.

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

2 9. Not later than 3 business days after the Administrator's receipt of any Notice
3 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
4 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
5 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
6 Packet to the most current address obtained. The Administrator has no obligation to make further
7 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
8 the USPS a second time.
9

10 10. Class Counsel's contact information is David G. Spivak, Esq., The Spivak Law
11 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
12 contact information is Paul R. Burns, Esq., Law Offices of Paul R. Burns, P.C., 2700 Gibraltar
13 Road, Santa Barbara, CA, 93105.
14

15 11. The deadlines for Class Members' written objections, Challenges to Paychecks
16 (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 60 days
17 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
18 Administrator will inform the Class Member of the extended deadline with the re-mailed Notice
19 Packet.
20

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

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

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

15. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class

Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

16. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

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

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

19. Participating Class Members may send written objections to the Administrator, by

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

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

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

21 22. The Court approves, as to form and content, the Class Notice in substantially the
22 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
23 substantially the form attached as Exhibit B to this Order, the Paychecks Dispute form in
24 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
25 the form attached as Exhibit D to this Order.
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23. The Court approves, for settlement purposes only, David G. Spivak of The Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

24. The Court approves, for settlement purposes only, Jose Frausto Villegas and Jose Manuel Barragan as the Class Representatives.

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

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

27. The Court preliminarily approves the estimated Administrator costs payable to the Administrator subject to final review by the Court.

28. The Court preliminarily approves Plaintiffs' Class Representative Service Payments subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at .m. in Department 4 of the Superior Court for the State of California, County of Santa Barbara, located at the Anacapa Division, 1100 Anacapa Street, Santa Barbara, CA 93101 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payments to the Class Representatives. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.

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

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the

1 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
2 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
3 litigation, as more specifically set forth in the Settlement.

4 31. The Court expressly reserves the right to adjourn or continue the Final Approval
5 Hearing from time to time without further notice to members of the Class. The Plaintiffs shall
6 give prompt notice of any continuance to Settlement Class Members who object to the Settlement.
7

8 **IT IS SO ORDERED.**

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11 **DATE**

11 **THE HONORABLE THOMAS P.**
12 **ANDERLE**
13 **SUPERIOR COURT JUDGE**
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EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
(UNLIMITED JURISDICTION)

JOSE FRAUSTO VILLEGAS, on behalf of
himself, all others similarly situated, and the
general public,

Plaintiff,

vs.

DLP MANAGEMENT CO., INC., a California
corporation d/b/a DLP MANAGEMENT CO and
DLP MANAGEMENT INC.; and DOES 1–50,
inclusive,

Defendants.

Lead Case No.: 21CV04500
Consolidated with: 22CV01392
[Hon. Thomas P. Anderle, Department 3]

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Action filed: November 12, 2021
Dept: 4, The Honorable Thomas
P. Anderle

JOSE MANUEL BARRAGAN, on behalf of
himself, all others similarly situated, and
the general public,

Plaintiff,

vs.

DLP MANAGEMENT CO., INC., a
California: corporation doing business in
California as DLP MANAGEMENT CO and
as DLP MANAGEMENT INC. and DLP
MANAGEMENT INC; DARIO L. PINI, an
individual; and DOES 1-50, inclusive,

Defendants.

Case No.: 22CV01392

This matter came on for hearing on ____ at ____m. in Department 4 of the above-captioned court on Plaintiffs' Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a Gross Settlement Amount ("GSA") of up to \$750,000.00 in compromise of all disputed claims on behalf of during the period of November 12, 2017 to the date of preliminary Court approval of the Settlement ("Settlement Class Period"). All capitalized terms used herein shall have the same meaning as defined in the Settlement.

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

1 DETERMINATIONS¹:

2 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
3 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
4 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
5 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
6 Settlement, their right to receive their proportional share of the Settlement, their right to request
7 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
8 person or by counsel at the final approval hearing and be heard regarding final approval of the
9 Settlement. Adequate periods of time were provided by each of these procedures. No member of
10 the Settlement Class presented written objections to the proposed Settlement as part of this notice
11 process, stated an intention to appear, or actually appeared at the final approval hearing.
12

13 2. For purposes of this Final Order and Judgment, the Class Members are during the
14 Class Period. at any time during the period of November 12, 2017 to the date of preliminary Court
15 approval of the Settlement ("Settlement Class Period").
16

17 3. The Court finds and determines that the notice procedure afforded adequate
18 protections to Class Members and provides the basis for the Court to make an informed decision
19 regarding final approval of the Settlement based on the responses of Class Members. The Court
20 finds and determines that the notice provided in this case was the best notice practicable, which
21 satisfied the requirements of law and due process as to all persons entitled to such notice.
22

23 **Release by Plaintiffs and Class Members.** The Parties agree that it is their intent that the
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26 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
27 Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court's Minute Order dated [REDACTED] is attached hereto as **Exhibit B** and
incorporated by reference.

1 resolution set forth in this Settlement will release and discharge the Released Claims by way of
2 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
3 of any kind by each and all of the Settlement Class Members (including participation to any extent
4 in any representative or collective action) against the Released Parties. This release will not take
5 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
6 Agreement.

7
8 **“Released Claims”** shall mean all claims any and all claims under state, federal, or local
9 law, whether statutory or common law arising out of the claims expressly pleaded the Actions
10 and all other claims, such as those under California Labor Code sections 201, 202, 203, 226.7,
11 510, 512, 558.1, 1182.12, 1194, 1197, 1198, and 2802, the Wage Orders, regulations, and/or other
12 provisions of law, that could have been pleaded based on the facts pleaded in the Actions for:
13 failure to pay employees all earned wages, including but not limited to overtime at one and one
14 half times regular wages and/ or overtime at two times regular wages if applicable, failure to
15 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
16 business expenses, failure to timely pay final wages, and unfair competition under Business &
17 Professions Code sections 17200, et seq.

18
19 **“Released Parties”** shall mean Defendants and any of their present and former parent
20 companies, subsidiaries, divisions, concepts, related or affiliated companies and its shareholders,
21 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any
22 individual or entity that Defendant Dario Pini has any ownership interest in that could be liable
23 for any of the Released Claims, and Defendants’ counsel of record in the Actions.

24
25 2. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
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1 provisions of the Settlement, including the release of claims contained therein, should be and
2 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
3 according to its terms. As of the Effective Date of Settlement, and for the duration of the
4 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
5 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
6 against the Released Parties as fully set forth in the Settlement. No objections were received by
7 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
8 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
9 the Administrator and therefore is/are not in the Settlement Class.

11 3. The Court finds and determines that the Settlement Shares to be paid to
12 Participating Class Members as provided for by the Settlement are fair and reasonable. The Court
13 hereby grants final approval to, and orders the payment of, those amounts be made to the
14 Participating Class Members in accordance with the terms of the Settlement.

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

18 a. Class Counsel fees & costs of \$250,000.00 in attorneys' fees and
19 \$20,000.00 in litigation costs to Class Counsel;

20 b. \$15,000.00 as a Class Representative Service Payment award payable to
21 each Plaintiff for their services as Class Representatives; and

22 c. \$10,000.00 in costs of the Administrator payable to ILYM Group, Inc. for
23 its services as the Administrator.

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

5
6 8. Within 60 calendar days of the Effective Date of Settlement, Defendants shall
7 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
8 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
9 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payments, and
10 (iv) the Court-approved costs of the Administrator.

11 9. Defendants' payment of such sums shall be the sole financial obligation of
12 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
13 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
14 expenses.
15

16 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
17 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
18 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
19 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
20 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
21 California Unclaimed Property Fund.
22

23 11. The Parties shall file a final accounting report by _____. A non-appearance case
24 review re submission of a final report is scheduled for _____ at _____.m. in **Department 4**. The
25 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
26 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
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1 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
2 stipulation shall be signed by counsel for the class and defense counsel in accord with the
3 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
4 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
5 non-appearance hearing for the lodging of the stipulation and proposed order and separate
6 amended judgment is scheduled for ____ at ____m. in Department 4.

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

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

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

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

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

10 17. This document shall constitute a Judgment for purposes of California Rule of
11 Court 3.769(h).

12 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
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15 _____
16 **DATE**

17 **THE HONORABLE THOMAS P.**
18 **ANDERLE**
19 **SUPERIOR COURT JUDGE**
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