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KARENA RODRIGUES

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16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF PLACER**

19 KARENA RODRIGUES, individually, and on
20 behalf of other members of the general public
21 similarly situated,

22 Plaintiff,

23 vs.

24 SUMMERSET SENIOR LIVING, an unknown
25 business entity; LINCOLN SUMMERSET
ALMC LLC, a California limited liability
26 company; and DOES 1 through 100, inclusive,

27 Defendants.
28

Case No.: S-CV-0048722

*Assigned for all purposes to the Honorable
Trisha Hirashima, Dept. 40*

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

Complaint Filed: July 7, 2023
Trial Date: Not set

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KARENA RODRIGUES, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

SUMMERSET SENIOR LIVING, an unknown business entity; LINCOLN SUMMERSET ALMC LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: S-CV-0048723
Assigned for all purposes to the Honorable Trisha Hirashima, Dept. 40

Complaint Filed: July 7, 2022
Trial Date: April 8, 2024

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Attorneys for Defendant
LINCOLN SUMMERSET ALMC LLC

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

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff Karena Rodrigues, individually and on behalf of the Class, and Defendant Lincoln Summerset
4 ALMC LLC.

5 **DEFINITIONS**

6 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action
7 and PAGA Settlement.

8 2. “Actions” refers collectively to: (i) the putative class action lawsuit entitled *Karena*
9 *Rodrigues v. Summerset Senior Living, et al.* (Placer County Superior Court Case No. S-CV-0048722,
10 hereinafter “the Class Action”), and (ii) the representative PAGA lawsuit entitled *Karena Rodrigues v.*
11 *Summerset Senior Living, et al.* (Placer County Superior Court Case No. S-CV-0048723, hereinafter,
12 “the PAGA Action”).

13 3. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and
14 Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Selena Matavosian of Lawyers for Justice, PC,
15 who will seek to be appointed as counsel for the Class.

16 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
17 and resolution of the Actions and their expenses and costs incurred in connection with the Actions,
18 which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not
19 to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00), and the
20 reimbursement costs and expenses associated with the litigation and settlement of the Actions, not to
21 exceed \$30,000.00, subject to the Court’s approval. Defendant has agreed not to oppose Class
22 Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

23 5. “Class List” means a complete list of all Class Members and PAGA Members that
24 Defendant will diligently and in good faith compile from their records and provide to the Settlement
25 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The
26 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class
27 Members’ and PAGA Members’: (1) full name; (2) last known home address; (3) last known telephone
28 number; (4) social security number; (5) start and end dates of active employment as a non-exempt

1 employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7)
2 total Workweeks during the PAGA Period; and (8) any other information required by the Settlement
3 Administrator in order to effectuate the terms of the Settlement.

4 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
5 employees of Defendant who were employed by Defendant in the State of California at any time during
6 the Class Period.

7 7. “Class Period” means the period commencing on July 7, 2018, and ending on October
8 28, 2023.

9 8. “Class Representative Enhancement Payment” means the amount that the Court
10 authorizes to be paid to Plaintiff Karena Rodrigues, in addition to her Individual Class Payment, in
11 recognition of the efforts and risks she has taken in assisting with the prosecution of the Actions and in
12 exchange for the General Release of her claims as provided herein.

13 9. “Court” means the Superior Court of the State of California for the County of Placer.

14 10. “Defendant” refers to Summerset Senior Living and Lincoln Summerset ALMC LLC
15 which does business under the fictitious business name “Summerset Senior Living”.

16 11. “Defendant’s Counsel” means Andrew C. Crane and Kyley S. Chelwick of Fisher
17 Phillips, LLP.

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

26 13. “Final Approval” means the date the Court enters an order granting final approval of
27 the Settlement Agreement.

1 14. “Final Approval Order and Judgment” mean the judgment and order entered by the
2 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of
3 California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court,
4 Rule 3.769(a).

5 15. “Gross Settlement Amount” means the non-reversionary sum of Five Hundred
6 Thousand Dollars and Zero Cents (\$500,000.00) to be paid by Defendant in full satisfaction of all of
7 Defendant’s liabilities in the Actions, including Class Counsel’s Fees and Costs, Class Representative
8 Enhancement Payment, Payments to Class Members, PAGA Penalties, and Settlement Administration
9 Costs. The Gross Settlement Amount does not include any employer-side taxes and withholdings,
10 which will be calculated by the Settlement Administrator and separately paid for by Defendant.

11 16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of
12 the Net Settlement Amount.

13 17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 25%
14 portion of PAGA Penalties to be paid to PAGA Members.

15 18. “Net Settlement Amount” means the funds available for payments to Class Members,
16 which shall be the amount remaining after the following amounts are deducted from the Gross
17 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration
18 Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Penalties to the
19 LWDA and PAGA Members.

20 19. “Notice” means the Notice of Class Action and PAGA Settlement in a form
21 substantially similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’
22 and PAGA Members’ last known addresses and which will provide Class Members and PAGA
23 Members with information regarding the Actions and information regarding the settlement of the
24 Actions.

25 20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal.
26 Lab. Code §§ 2698, *et seq.*

27 21. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order
28 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et

1 seq.) (“PAGA”). The Parties have agreed that Thirty-Five Thousand Dollars and Zero Cents
2 (\$35,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA
3 Claims. Seventy-Five Percent (75%) of this amount (\$26,250.00) will be paid to the California Labor
4 and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five
5 Percent (25%) of this amount (\$8,750.00), will be distributed to PAGA Members. PAGA Members
6 will receive payment from the employee portion of the PAGA Penalties regardless of their decision to
7 participate in the class action if the PAGA Penalties are approved by the Court.

8 22. “PAGA Members” means all current and former non-exempt employees of Defendant
9 who were employed by Defendant in the state of California at any time during the PAGA Period.

10 23. “PAGA Notice” refers to the notice letter submitted to the LWDA by Plaintiff on April
11 21, 2022.

12 24. “PAGA Period” means the period commencing on May 3, 2021 and ending on October
13 28, 2023.

14 25. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
15 Plaintiff or Defendant, individually.

16 26. “Participating Class Members” means all Class Members who do not submit valid and
17 timely Requests for Exclusion.

18 27. “Plaintiff” means Plaintiff Karena Rodrigues, who will seek to be appointed as the
19 representative for the Class.

20 28. “Preliminary Approval” means the date the Court enters an order granting preliminary
21 approval of the Settlement Agreement.

22 29. “Objection” means a Class Member’s valid and timely written objection to the
23 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
24 address, telephone number, last four digits of the employee’s social security number or employee ID
25 number and (b) a written statement of all grounds for the objection accompanied by legal support, if
26 any, for such objection.

27 30. “Released Class Claims” means all claims, rights, demands, liabilities and causes of
28 action that are alleged, or reasonably could have been alleged based on the factual allegations and

1 claims asserted in the Class Action arising during the Class Period, including the following claims: (1)
2 Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California
3 Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor
4 Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197,
5 and 1197.1. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final
6 Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid
7 During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage
8 Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll
9 Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business
10 Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on
11 violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
12 1197.1, 2800, and 2802.

13 31. “Released PAGA Claims” means any and all claims for the recovery for civil penalties,
14 attorneys’ fees and costs permissible under PAGA which Plaintiff, the LWDA, the State of California,
15 and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the
16 violations alleged in the PAGA Action and/or the PAGA Notice during the PAGA Period, including
17 failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal
18 and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge
19 or resignation; failure to timely pay wages during employment; failure to provide complete and accurate
20 wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary
21 business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3,
22 226.7, 510, 512(a), 558 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 and the
23 Industrial Welfare Commission Orders.

24 32. “Released Parties” means Defendant and its past, present and/or future, direct and/or
25 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
26 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
27 divisions, predecessors, successors, assigns, and joint venturers.

1 33. “Request for Exclusion” means a valid and timely written statement submitted by a
2 Class Member requesting to be excluded from the Class Action.

3 34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
4 mails Notice to Class Members, which shall be the last date on which Class Members may submit
5 Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the Settlement
6 Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal
7 holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is
8 open. The Response Deadline for Requests for Exclusion, Objections, and disputes will be extended
9 fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
10 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
11 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
12 Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel.
13 Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally
14 extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

15 35. “Settlement” means the disposition of the Actions pursuant to this Agreement.

16 36. “Settlement Administrator” means Apex Class Action LLC. The Parties each represent
17 that they do not have any financial interest in the Settlement Administrator or otherwise have a
18 relationship with the Settlement Administrator that could create a conflict of interest.

19 37. “Settlement Administration Costs” mean the costs payable from the Gross Settlement
20 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
21 to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class
22 member Workweeks from the information contained in the Class List, calculating each Participating
23 Class Member’s Individual Class Payment, calculating each PAGA Member’s Individual PAGA
24 Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
25 declarations, and other duties and responsibilities set forth herein to process this Settlement. It is
26 currently estimated that Settlement Administration Costs shall not exceed \$10,500.00.

27 38. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and
28 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant.

1 **RECITALS**

2 39. On April 21, 2022, Plaintiff provided written notice to the California Labor &
3 Workforce Development Agency (“LWDA”) and Defendant of her intent to seek civil penalties
4 pursuant to PAGA for Defendant’s alleged violations of California Labor Code §§ 201, 202, 203, 204,
5 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

6 40. On July 7, 2022, Plaintiff filed a putative class action complaint against Defendant in
7 the Superior Court for the State of California, County of Placer entitled *Karena Rodrigues v. Summerset*
8 *Senior Living, et al.*, Case No. S-CV-0048722, alleging the following ten (10) causes of action: (1)
9 Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of
10 California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of
11 California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code
12 §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201
13 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not
14 Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant
15 Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll
16 Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business
17 Expenses); and (10) Violation of California Business and Professions Code §§ 17200, et seq. (“Class
18 Action”).)

19 41. On July 7, 2022, Plaintiff separately filed a representative action complaint against
20 Defendant in the Superior Court for the State of California, County of Placer entitled *Karena Rodrigues*
21 *v. Summerset Senior Living, et al.*, Case No. S-CV-0048723, alleging a single cause of action for
22 Violation of California Labor Code § 2698, et seq. (“PAGA Action”).)

23 42. Defendant denies the allegations in the complaint in the Actions and PAGA Notice,
24 denies any failure to comply with the laws identified in in the operative complaints in the Actions and
25 PAGA Notice, and denies any and all liability for any of the causes of action pled and facts asserted in
26 the Actions and PAGA Notice.

27 43. Following the filing of the Actions, the Parties met and conferred with respect to
28 potential resolution of this Action, and agreed to engage in private mediation. Prior to mediation, Class

1 Counsel diligently investigated the claims against Defendant, including any and all applicable defenses
2 and the applicable law. This investigation included, *inter alia* the exchange of both informal discovery,
3 review of numerous corporate policies and practices, and analysis of a 20% sampling of the time and
4 payroll records for the putative class. Class Counsel's investigation was sufficient to satisfy the criteria
5 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and
6 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

7 44. On August 29, 2023, the Parties participated in a private mediation with the Honorable
8 Jeffrey K. Winikow (Ret.), a respected mediator with extensive experience in complex wage and hour
9 litigation. Judge Winikow's supervision of the mediation and negotiations was critical in managing the
10 expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties.
11 The Parties engaged in a full day of negotiations during the mediation, but were unable to reach an
12 agreement to resolve the Action at the mediation. Following mediation, Judge Winikow continued to
13 facilitate ongoing negotiations between the Parties, which ultimately resulted in the acceptance of a
14 mediator's proposal on September 22, 2023. On or about October 3, 2023, the Parties executed a
15 Memorandum of Understanding, the material terms of which are now fully memorialized in this
16 Agreement.

17 45. The settlement discussions during and after mediation were conducted at arms-length,
18 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
19 in relation to the costs and risks associated with continued litigation.

20 46. Based on data produced pursuant to formal and informal discovery, as well as Class
21 Counsel's own independent investigation and evaluation, Plaintiff and Class Counsel believe that the
22 Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate,
23 and is in the best interests of the Class in light of all known facts and circumstances.

24 47. This Agreement is made and entered into by and between Plaintiff individually and on
25 behalf of the Settlement Class, and Defendant, and is subject to the terms and conditions hereof, and to
26 the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for the
27 purpose of compromising significantly disputed claims and that nothing herein is an admission of
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1 liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of no
2 force or effect, and the Parties shall be returned to their original respective positions.

3 **TERMS OF AGREEMENT**

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

6 48. Consolidation of the Actions: Prior to and/or in conjunction with the filing of Plaintiff's
7 Motion for Preliminary Approval, the Parties shall file a stipulation and order to consolidate the Class
8 Action (Case No. S-CV-0048722) and the PAGA Action (Case No. S-CV-0048723) for settlement
9 purposes. The Parties shall request that the Class Action be designated as the lead case.

10 49. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of
11 the Action, the Parties stipulate and agree that the requirements for establishing class certification with
12 respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties
13 further agree to the designation of Parker & Minne, LLP and Lawyers for Justice, P.C. as counsel for
14 the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing
15 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
16 admissible in connection with, the issue of whether a class should be certified in a non-settlement
17 context in this Action.

18 50. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all
19 applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of
20 the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the
21 Individual Class Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and
22 Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement.
23 Except for any employer-side taxes due on the Individual Class Payments, or as a result of an increase
24 in the number of workweeks as set forth in Paragraph 51 below, Defendant shall not be required to pay
25 more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion
26 of the Gross Settlement Amount will revert to Defendant.

27 51. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is
28 based on Defendant's representation that Class Members worked a total of 17,292 Workweeks during

1 the Class Period (“Certified Workweek Amount”). Should the actual number of Workweeks for Class
2 Members during the Class Period exceed the Certified Workweek Amount by more than ten percent
3 (10%) (i.e., final total Workweeks increased by more than 1,729 Workweeks), then Defendant shall
4 either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number
5 of Workweeks (e.g., if the total number of Workweeks worked by Class Members increases by 11% to
6 19,194 Workweeks, the Gross Settlement Amount shall by 11% to \$550,000.00); or (ii) shorten the
7 Class Period to end on the date that the total Workweeks worked by Class Members exceeds 10% of
8 the Certified Workweeks Amount (e.g., the date there are a total of 19,021 or more Workweeks).

9 52. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the
10 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (and all
11 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by
12 the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
13 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
14 unemployment insurance tax ID number, and other information requested by the Settlement
15 Administrator, no later than seven (7) calendar days of the Effective Date.

16 53. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of
17 the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments for: (a)
18 Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor and
19 Workforce Development Agency; (d) the Class Representative Enhancement Payment; (e) Class
20 Counsel’s Fees and Costs; and (f) Settlement Administration Costs.

21 54. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or motion
22 by Class Counsel for attorneys’ fees of not more than thirty-five percent (35%) of the Gross Settlement
23 Amount, i.e. One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,00.00), plus the
24 reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an
25 amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid
26 from the Gross Settlement Amount. Any portion of the requested fees or costs that are not awarded to
27 the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating
28 Class Members as provided in this Agreement.

1 55. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
2 to any application or motion by Plaintiff for a Class Representative Enhancement Payment in the
3 amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class
4 Representative Enhancement Payment is to recognize the Plaintiff's time, effort and risk in bringing
5 and prosecuting the Action, as well as the General Release of Plaintiff's individual claims against
6 Defendant. Any portion of the requested Class Representative Enhancement Payment that is not
7 awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating
8 Class Members as provided in this Agreement.

9 56. Settlement Administration Costs: The Settlement Administrator will be paid for the
10 reasonable costs of administration of the Settlement and distribution of payments from the Gross
11 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are
12 currently estimated not to exceed \$10,500.00. The Parties acknowledge that Settlement Administration
13 Costs may increase above the current estimate of \$10,500.00 and that any such additional Settlement
14 Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested
15 Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not
16 ultimately required to complete administration of the Settlement shall be reallocated to the Net
17 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

18 57. PAGA Penalties: Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) shall be
19 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the
20 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or
21 Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00), to the California Labor and Workforce
22 Development Agency ("LWDA"). Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) will be
23 distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by
24 each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the
25 PAGA Penalties even if they request to be excluded from the class settlement.

26 58. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will
27 be used to satisfy the class portion of Participating Class Members' Individual Class Payments in
28 accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

1	Gross Settlement Amount	\$	500,000.00
2	Enhancement Payment:	\$	7,500.00
3	Class Counsel's Fees:	\$	175,000.00
4	Class Counsel's Costs:	\$	30,000.00
5	PAGA Penalties	\$	35,000.00
6	Settlement Administration Costs:	\$	10,500.00
7	Estimated Net Settlement Amount	\$	242,000.00

8 59. Individual Class Payment Calculations: Individual Class Payments will be paid from
9 the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating
10 Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the
11 total Workweeks for all Participating Class Members by adding the number of Workweeks worked by
12 each Participating Class Member during the Class Period. The respective Workweeks for each
13 Participating Class Member will be divided by the total Workweeks for all Participating Class
14 Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class
15 Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each
16 Settlement Class Member's estimated Individual Class Payment.

17 60. Tax Allocation of Individual Class Payments: Individual Class Payments will be
18 allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages,
19 forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties.
20 The portion of the Individual Class Payment allocated to wages will be reported by the Settlement
21 Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS
22 Form-1099 by the Settlement Administrator

23 61. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a
24 pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period.
25 Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members
26 by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The
27 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA
28 Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment

1 ratio will then be multiplied by the 25% employee portion of the PAGA Penalties to calculate each
2 PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual
3 PAGA Payment regardless of whether they submit a Request for Exclusion.

4 62. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not
5 subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

6 63. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating
7 Class Members under this Settlement, as well as any other payments made pursuant to this Settlement,
8 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
9 Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
10 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
11 it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
12 amounts to which any Class Members may be entitled under any benefit plans.

13 64. Settlement Administration Process: The Parties agree to cooperate in the administration
14 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
15 incurred in administration of the Settlement. The Settlement Administrator will provide the following
16 services:

- 17 a) Establish and maintain a Qualified Settlement Fund.
- 18 b) Calculate the Individual Class Payment each Participating Class Member is
19 eligible to receive.
- 20 c) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 21 d) Print and mail the Notice in both Spanish and English.
- 22 e) Conduct additional address searches for mailed Notices that are returned as
23 undeliverable.
- 24 f) Process Objections and Requests for Exclusion.
- 25 g) Field inquiries from Class Members.
- 26 h) Print and issue and issue Settlement Payment Checks.
- 27 i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any
28 governmental taxing authority.

- 1 j) Provide declarations and/or other information to this Court as requested by the
2 Parties and/or the Court.
- 3 k) Provide weekly status reports to counsel for the Parties.
- 4 l) Posting copies of the operative Complaint, Settlement Agreement, Notice,
5 Preliminary Approval Order, and Final Approval Order and Judgment online at
6 Settlement Administrator's website.

7 65. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval,
8 Defendant will provide the Class List to the Settlement Administrator. This is a material term of the
9 Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.
10 Within seven (7) calendar days of receipt of the Class List, the Settlement Administrator shall provide
11 Class Counsel and Defendant's counsel with anonymized listed utilizing identification numbers which
12 provides the total number of Class Members and PAGA Members and their associated Workweeks
13 during the Class Period and PAGA Period.

14 66. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the
15 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via
16 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
17 List.

18 67. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement
19 Administrator will perform a search based on the National Change of Address Database for information
20 to update and correct for any known or identifiable address changes. Any Notice returned to the
21 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
22 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
23 Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is
24 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
25 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
26 involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the
27 Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make
28 all reasonable efforts to obtain the current address from the Class Member and provide the same within

1 seven (7) calendar days of notice from the Settlement Administrator. The Response Deadline will be
2 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
3 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
4 Deadline will be extended to the next day on which the U.S. Postal Service is open

5 68. Notice: All Class Members will be mailed a Notice in English and Spanish,
6 substantially in the form attached hereto as Exhibit A. Each Notice will provide: (a) information
7 regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class
8 definition; (d) the total number of Workweeks each respective Class Member worked for Defendant
9 during the Settlement Class Period; (e) each Class Member's estimated Individual Class Payment and
10 the formula for calculating Individual Class Payments; (f) each PAGA Members' estimated Individual
11 PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which
12 comprise the Class Period; (h) the deadlines by which the Class Member must email, fax, or postmark
13 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be
14 released, as set forth herein; and (j) the date for the Final Approval hearing.

15 69. Disputed Information on Notice: Class Members will have an opportunity to dispute
16 the information provided in their Notice. To the extent Class Members dispute the number of
17 Workweeks with which they have been credited or the amount of their Individual Class Payments,
18 Class Members may produce evidence to the Settlement Administrator showing that such information
19 is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed
20 determinative. However, if a Class Member produces evidence to the contrary by the Response
21 Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will
22 make the final decision as to the number of eligible Workweeks that should be applied and/or the
23 Individual Class Payments to which the Class Member may be entitled. If the Parties are unable to
24 resolve the dispute, the Settlement Administrator will be the final arbiter of the Workweeks for each
25 Class Member during the Class Period, based on the information provided to it. Class Members must
26 submit any disputes to the number of Workweeks reported on the Notice to the Settlement
27 Administrator via email, facsimile or mail by the Response Deadline.

28 70. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the

1 Action must sign and return a written Request for Exclusion to the Settlement Administrator by the
2 Response Deadline via email, facsimile or mail. The Request for Exclusion must include (a) the Class
3 Member's name, address, telephone number, and the last four digits of the Class Member's Social
4 Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded
5 from the settlement of the class claims similar to the following: "I wish to exclude myself from the
6 class settlement reached in the matter of *Rodrigues v. Summerset Senior Living*. I understand that by
7 excluding myself, I will not receive money from the settlement of my individual claims." The date of
8 the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion
9 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
10 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
11 Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action
12 will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by
13 the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the
14 Private Attorneys General Act.

15 71. Defective Submissions: If a Class Member's Request for Exclusion is defective as to
16 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
17 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
18 of receiving the defective submission to advise the Class Member that his or her submission is defective
19 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
20 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the
21 cure letter, whichever date is later, to email, fax, or postmark a revised Request for Exclusion. If a Class
22 Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will
23 have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not
24 emailed, faxed, or postmarked within that period, it will be deemed untimely.

25 72. Defendant's Right to Rescind: If more than five percent (5%) of the Class Members
26 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its
27 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null
28 and void. Defendant must meet and confer with Class Counsel prior to exercising this right, and must

1 make clear its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement
2 Administrator notifying the Parties of the final number of opt-outs. If Defendant exercises its right to
3 rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred
4 to the date of rescission.

5 73. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member
6 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for
7 Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well
8 as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval
9 to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final
10 Approval Order and Judgment or release. The names of Class Members who have opted-out of the
11 settlement shall be disclosed to both Class Counsel and Defendant's Counsel noted in the proposed
12 Final Approval Order and Judgment submitted to the Court.

13 74. Objection Procedures: To object to the Settlement, a Participating Class Member must
14 email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response
15 Deadline. The Objection must be signed by the Participating Class Member and contain all information
16 required by this Settlement Agreement including the employees full name, address, telephone number,
17 the last four digits of their social security number and/or Employee ID number, and the specific reason
18 including any legal grounds for the Participating Class Members objection. The email, facsimile, or
19 postmark date will be deemed the exclusive means for determining that the Notice of Objection is
20 timely. Participating Class Members who fail to object in the manner specified above will be foreclosed
21 from making a written objection, but shall still have a right to appear at the Final Approval Hearing in
22 order to have their objections heard by the Court. At no time will any of the Parties or their counsel
23 seek to solicit or otherwise encourage Participating Class Members to submit written objections to the
24 Settlement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent
25 any Class Members with respect to any objections to this Settlement.

26 75. Weekly Reports Regarding Settlement Administration: The Settlement Administrator
27 will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number
28 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned

1 and re-mailed; and (c) whether any Class Members have submitted any Objections, Requests for
2 Exclusions, or any challenges to any information contained in the Notice. Additionally, the Settlement
3 Administrator will provide to counsel for both Parties any updated reports regarding the administration
4 of the Settlement Agreement as needed or requested.

5 76. Compliance Declaration by Settlement Administrator: Within two weeks of the
6 Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel
7 and Defendant’s counsel attesting to its due diligence and compliance with all of its obligations under
8 this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as undelivered,
9 the re-mailing of Notices, attempts to locate Class Members, the names of the individuals who
10 submitted timely and valid Requests for Exclusion from Settlement, and the number of written
11 objections to the Settlement. The Administrator shall also provide to Class Counsel and Defense
12 Counsel authenticated copies of every written objection and Request for Exclusion that it received. The
13 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.

14 77. Payment Schedule for All Court Approved Settlement payments: Within three (3)
15 business days of the Court granting Final Approval of the Settlement, the Settlement Administrator will
16 calculate all payments due, and shall provide Defendant’s Counsel and Class Counsel with a report on
17 all disbursements to be made under the Settlement.

18 78. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
19 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
20 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
21 Individual Class Payment check or Individual PAGA Payment check within 180 days, the uncashed
22 funds, subject to Court approval, shall be distributed to the Controller of the State of California to be
23 held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
24 those Participating Class Members and PAGA Members who did not cash their checks until such time
25 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”
26 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
27 Participating Class Members and PAGA Members, whether or not they all cash their Individual Class
28 Payment checks or Individual PAGA Payment checks. Therefore, Defendant will not be required to

1 pay any interest on such amounts. The Individual Class Payment checks provided to Participating Class
2 Members and Individual PAGA Payment checks provided to PAGA Members shall prominently state
3 the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180)
4 days, or alternatively, such a statement may be made in a letter accompanying the Individual Class
5 Payment and/or Individual PAGA Payment. Expired Individual Class Payments and expired Individual
6 PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in
7 writing. The parties agree no unclaimed funds will result from the settlement.

8 79. Administration of Taxes by the Settlement Administrator: The Settlement
9 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
10 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
11 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
12 and penalties to the appropriate government authorities.

13 80. Final Distribution Report and Declaration by Settlement Administrator: Within 10
14 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,
15 the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its
16 disbursements by employee identification number only of all payments made under this Agreement. At
17 least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare,
18 and submit to Class Counsel and Defense Counsel, a signed declaration under oath suitable for filing
19 in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is
20 responsible for filing the Settlement Administrator's Declaration with the Court.

21 81. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
22 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
23 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
24 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
25 responsible for the payment of any taxes and penalties assessed on the payments described herein.
26 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
27 Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions,
28 shall be paid separate and apart from the Gross Settlement Amount.

1 82. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
3 “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
4 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
5 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
6 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
7 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
8 own, independent legal and tax counsel for advice (including tax advice) in connection with this
9 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
10 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or
11 disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed
12 on the acknowledging party, and (3) no attorney or advisor to any other Party has imposed any limitation
13 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether
14 such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
15 tax structure of any transaction, including any transaction contemplated by this Agreement.

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

20 84. Release by Participating Class Members: Upon the complete funding of the Gross
21 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
22 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
23 for the Class Period. This release shall be binding on all Participating Class Members.

24 85. Release by PAGA Members, the LWDA and the State of California: Upon the complete
25 funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California shall
26 fully release and discharge the Released Parties from any and all Released PAGA Claims for the PAGA
27 Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias*
28 *v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims arising under

1 PAGA regardless of their decision to participate in the class settlement. PAGA Members who exclude
2 themselves from the settlement of class claims, shall still receive an Individual PAGA Payment and
3 release all claims for penalties pursuant to the PAGA during the PAGA Period.

4 86. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
5 Settlement Amount, Plaintiff agrees—on behalf of herself only—to the additional following General
6 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff hereby
7 fully releases the Released Parties from any and all Released Claims and also generally release and
8 discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights,
9 or liabilities of any kind which have been or could have been asserted against the Released Parties
10 arising out of or relating to her employment by Defendant or termination thereof, including but not
11 limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment
12 or wrongful termination of employment. This release specifically includes any and all claims, demands,
13 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and
14 costs (except provided by the Settlement Agreement) relating to or in any way connected with the
15 matters referred to herein, whether or not known or suspected to exist, and whether or not specifically
16 or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
17 California Civil Code Section 1542, which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
19 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
21 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
22 WITH THE DEBTOR OR RELEASED PARTY.

23 Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or
24 may have that are not waivable by law, including claims for unemployment insurance, disability, social
25 security, workers compensation, and the right to receive benefits under any retirement plan.

26 87. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting
27 policy regarding any future employment references related to Plaintiff. In the event that any potential
28 of future employers of Plaintiff seek a reference regarding Defendant’s employment of Plaintiff,

1 Defendant shall only provide Plaintiff's dates of employment, jobs titles during employment, and final
2 rate of pay. Defendant shall not refer to the Actions or this Settlement, and no characterization of
3 Plaintiff's employment with Defendant or termination of employment with Defendant will be provided.

4 88. Preliminary Approval Hearing: Promptly upon execution of this Settlement
5 Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as
6 follows:

- 7 a. Granting preliminary approval of the Settlement Agreement
- 8 b. Certifying the Class for the purposes of Settlement;
- 9 c. Approving, as to form and content, the proposed Notice;
- 10 d. Approving the manner and method for Class Members to request exclusion from
11 the Stipulation of Settlement as contained herein and within the Notice;
- 12 e. Directing the mailing of the Notice to the Class Members, in accordance with
13 the Agreement; and
- 14 f. Setting a date for a Final Approval/Settlement Fairness Hearing.

15 In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which
16 sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A.
17 Defendant agrees that it will not oppose Plaintiff's motion for preliminary approval or delay the
18 hearing thereon. This is a material term of the Agreement and any delay or opposition by Defendant
19 will be grounds for Plaintiff to withdraw from the Agreement.

20 89. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
21 deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement,
22 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
23 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
24 for: (a) Individual Class Payments; (b) PAGA Penalties; (c) the Attorneys' Fees and Costs; (d) the Class
25 Representative Enhancement Payment; and (e) the Settlement Administration Costs. Class Counsel will
26 be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also
27 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
28 hearing and shall submit to the Court a Proposed Final Approval Order as follows:

- a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Enhancement Payment to Plaintiff;
- d. Setting a date when the parties shall report to the Court the total amount that was actually paid to the Class Members; and
- e. Entering Final Approval Order and Judgment in this Action consistent with this Agreement.

Defendant agrees that i will not oppose Plaintiff's Motion for Final Approval and Attorneys' Fees and Costs.

90. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, Plaintiff will present the Final Approval Order and Judgment to the Court for its approval. After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction pursuant to California Rules of Court, Rule 3.769 and Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

91. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions prior to the Settlement and shall proceed in all respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any

1 issues raised by the Court prior to invoking their right to nullify the Settlement under this provision.
2 The Parties further agree that they will return to and attend mediation with the Hon. Jeffrey K. Winikow
3 (Ret.) in an effort to reach a settlement that may be approved by the Court.

4 92. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set
5 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
6 Any Exhibits to this Settlement are an integral part of the Settlement.

7 93. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties.

10 94. Amendment or Modification: This Settlement Agreement may be amended or modified
11 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

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

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

23 97. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
24 will be governed by and interpreted according to the laws of the State of California.

25 98. Execution and Counterparts: This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
28 the signature page, will be deemed to be one and the same instrument provided that counsel for the

1 Parties will exchange among themselves original signed counterparts.

2 99. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
3 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
4 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
5 account all relevant factors, present and potential. The Parties further acknowledge that they are each
6 represented by competent counsel and that they have had an opportunity to consult with their counsel
7 regarding the fairness and reasonableness of this Settlement.

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

11 101. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
12 certification for purposes of this Settlement only; except, however, that either party may appeal any
13 court order that materially alters the Settlement Agreement's terms.

14 102. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate
15 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not
16 approved, the stipulation to certification will be void. The Parties further agree that certification for
17 purposes of the Settlement is not an admission that class action certification is proper under the
18 standards applied to contested certification motions and that this Agreement will not be admissible in
19 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
20 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

21 103. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
22 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
23 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
24 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
25 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
26 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
27 conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor
28 any of the negotiations connected with it, shall be construed as an admission or concession by

1 Defendant of any such violations or failures to comply with any applicable law. Except as necessary in
2 a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall
3 not be offered or received as evidence in any action or proceeding to establish any liability or admission
4 on the part of Defendant or to establish the existence of any condition constituting a violation of, or a
5 non-compliance with, federal, state, local or other applicable law.

6 104. Captions: The captions and section numbers in this Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
8 provisions of this Agreement.

9 105. Waiver: No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
11 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
12 or remedy.

13 106. Enforcement Action: In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
15 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
16 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
17 expert witness fees incurred in connection with any enforcement actions.

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

23 108. Representation By Counsel: The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
25 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
26 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

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

1 110. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
2 promote participation in the Settlement Agreement, and in seeking court approval of the Settlement
3 Agreement, including working cooperative to address any questions raised by the Court and making
4 any amendments to the Settlement Agreement required by the Court. The Parties and their counsel
5 agree not to take any action to encourage any Class Members to opt out of and/or object to the
6 Settlement Agreement. Defendant agrees not to obtain any settlement agreement waivers or release
7 agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning
8 claims released via this Settlement Agreement. The Parties will work in good faith to reach an
9 agreement approved by the Court. Defendant further agrees it will provide Class Counsel with any
10 declarations or other evidence required by the Court in order to obtain preliminary and final approval
11 of the Settlement Agreement, including a declaration attesting to Defendant’s inability to fund a higher
12 Gross Settlement Amount without substantially impacting its continued operations, if required by the
13 Court.

14 111. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement
15 confidential until the filing of Plaintiff’s Motion for Preliminary Approval. Plaintiff, Class Counsel,
16 Defendant, and Defendant’s counsel agree that they will not issue any press releases, initiate any contact
17 with the press, respond to any press inquiry or have any communication with the press about the fact,
18 amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit
19 Defendant’s ability to fulfill disclosure obligations reasonably required by law or in furtherance of
20 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit
21 Class Counsel’s communications with the Class Members in furtherance of approval of this Settlement.
22 Furthermore, nothing in this provision shall be construed as preventing Class Counsel from referring
23 to the Settlement or the Action in support of their adequacy as counsel for putative class or to justify
24 an award of attorneys’ fees.

25 112. Binding Agreement: The Parties warrant that they understand and have full authority
26 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable
27 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
28 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that

1 otherwise might apply under federal or state law.

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4 **APPROVED AS TO FORM AND CONTENT:**

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7 Dated: 12/08/2023

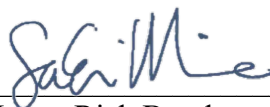
By: 
Karena Rodrigues (Dec 8, 2023 17:33 PST)
Plaintiff Karena Rodrigues

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11 Dated: December 10, 2023

By: 
Name: Rick Beasley
Title: President
For Defendant Lincoln Summerset ALMC LLC

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14 **APPROVED AS TO FORM ONLY:**

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Dated:

PARKER & MINNE, LLP

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By: _____
S. Emi Minne
Attorneys for Plaintiff
KARENA RODRIGUES

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Dated:

FISHER & PHILLIPS, LLP

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By: _____
Andrew C. Crane
Attorneys for Defendant
LINCOLN SUMMERSET ALMC LLC

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1 otherwise might apply under federal or state law.

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4 **APPROVED AS TO FORM AND CONTENT:**

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Dated:

By:

Plaintiff Karena Rodrigues

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Dated: Jan 5, 2024

By:

Rick Beasley
Rick Beasley (Jan 5, 2024 09:49 PST)

Name: Rick Beasley
Title: President
For Defendant Lincoln Summerset ALMC LLC

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14 **APPROVED AS TO FORM ONLY:**

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Dated:

PARKER & MINNE, LLP

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18

By:

S. Emi Minne
Attorneys for Plaintiff
KARENA RODRIGUES

19

20

21

Dated: January 5, 2024


FISHER & PHILLIPS, LLP

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By:



Andrew C. Crane

Attorneys for Defendant
LINCOLN SUMMERSET ALMC LLC

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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Karena Rodrigues v. Summerset Senior Living, et al.

Placer County Superior Court, Case Nos. S-CV-0048722 and S-CV-0048723

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.**

BASIC INFORMATION

1. What is this settlement about?

Two lawsuits were commenced by a former employee of Lincoln Summerset ALMC LLC (“Defendant”) on May 10, 2022 in the Placer County Superior Court, Case Nos. S-CV-0048722 and S-CV-0048723 (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Karena Rodrigues, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from July 7, 2018 through October 28, 2023). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Placer County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[Date of Preliminary Approval]** the Court granted preliminary approval of the Settlement, appointed Plaintiff Karena Rodrigues as the Class Representative, and appointed her attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between July 7, 2018 through October 28, 2023.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred Thousand Dollars (\$500,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or One Hundred Seventy-Five Thousand Dollars (\$175,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00); and
- E. **PAGA Penalties** in the amount of Thirty-Five Thousand Dollars (\$35,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$26,250.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$8,750.00) will be distributed to hourly-paid, non-exempt employees of Defendants in the state of California at any time from May 3, 2021, to October 28, 2023 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendants from July 7, 2018, through October 28, 2023 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 3, 2021, to October 28, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant’s records, you worked:

workweeks during the Class Period (July 7, 2018, to October 28, 2023); and
 workweeks during the PAGA Period (May 3, 2021, to October 28, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ _____, and your Individual PAGA Payment (if applicable) is estimated to be \$ _____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

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

The Settlement Administrator's contact information is listed below:

Apex Class Action
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Lincoln Summerset ALMC LLC and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity that could be jointly or severally liable for any of the Released Class Claims or Released PAGA Claims .

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this action, including the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertains to the period of July 7, 2018, through October 28, 2023.

In addition, all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised,

relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiff and/or the PAGA Members had, or may claim to have, against Released Parties, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders (“Released PAGA Claims.”) The Released PAGA Claims pertains to the period of May 3, 2021 through October 28, 2023. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Rodrigues v. Summerset Senior Living*. I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **Response Deadline**. You cannot exclude yourself by phone.

Apex Class Action
[Address]
[Telephone No.]
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between May 3, 2021, through October 28, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you

retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$175,000.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2024, in Department [] of the Placer County Superior Court, located at []. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://www.placer.courts.ca.gov/online-services/tentative-rulings/tentative-rulings-law-and-motion>. Tentative rulings are typically posted by the Court at noon on the day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at <https://www.placer.courts.ca.gov/online-services/online-portal>. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE