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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 ELVIRA LARA, an individual; BREANNA
21 MORRIS, an individual, and on behalf of all
22 others similarly situated,

23 *Plaintiff,*

24 v.

25 3360 MAGNOLIA AVE, INC., a California
26 corporation; 3360 MAGNOLIA AVE, LLC., a
27 California limited liability company; and
DOES 1 through 10, inclusive,

28 *Defendants.*

Case No.: 24STCV05190
[Related to Case No. 24STCV20040]

[Assigned for all purposes to: Hon. Carolyn B.
Kuhl, Dept. 12]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Elvira Lara and Breanna Morris (“Plaintiffs”) and Defendants 3360 Magnolia Ave. Inc.
3 and 3360 Magnolia Ave. LLC, (“Defendants”). The Agreement refers to Plaintiffs and
4 Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ lawsuit alleging class action wage and hour violations
7 against Defendants captioned *Elvira Lara. v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave.*
8 *LLC*, Case No. 24STCV05190, filed on February 29, 2024, in Los Angeles County Superior
9 Court, and Plaintiffs’ consolidated lawsuit alleging representative claims under the Private
10 Attorneys General Act of 2004 (“PAGA”) against Defendant, Case No. 24STCV20040, filed on
11 August 8, 2024, in Los Angeles County Superior Court.

12 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have
13 agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means all hourly-paid, non-exempt employees who are currently
19 or formerly employed by Defendants in the State of California.

20 1.5 “Class” means all non-exempt, hourly individuals that worked for Defendants in
21 California during the Class Period.

22 1.6 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown and Gabriella
23 Solé of Wilshire Law Firm, PLC.

24 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
25 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will
26 request approval from the Court of up to 1/3 of the GSA (currently \$172,916.67).

27 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action not

1 to exceed \$25,000.00 and paid from the Gross Settlement Amount.

2 1.9 “Class Data” means Class Member identifying information in Defendants’ possession
3 including the Class Member’s name, last-known mailing address, Social Security number, and
4 number of Workweeks and PAGA Pay Periods.

5 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
6 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
7 Class Member who qualifies as an Aggrieved Employee).

8 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
9 current Class Member mailing addresses using all reasonably available sources, methods, and
10 means including, but not limited to, the National Change of Address database, skip traces, and
11 direct contact by the Administrator with Class Members.

12 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
13 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
14 without material variation, attached as **Exhibit A** and incorporated by reference into this
15 Agreement.

16 1.13 “Class Period” or “Class Settlement Period” means the period from September 4, 2019
17 through December 20, 2024.

18 1.14 “Class Representatives” means the named Plaintiffs Elvira Lara and Breanna Morris, in
19 the Actions.

20 1.15 “Class Representative Service Payments” or “Enhancement Awards” means the
21 payment to the Class Representatives for initiating the Actions and providing services in support
22 of the Action.

23 1.16 “Court” means the Superior Court of California, County of Los Angeles.

24 1.17 “Defendant” means named Defendants 3360 Magnolia Ave. Inc. and 3360 Magnolia
25 Ave. LLC.

26 1.18 “Defense Counsel” means Jose-Manuel A. de Castro, of De Castro Law Group, P.C.

27 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the
28 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for
4 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
5 the day after the appellate court affirms the Judgment and issues a remittitur.

6 1.1 “Final Approval” means the Court’s order granting final approval of the Settlement.

7 1.2 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
8 of the Settlement.

9 1.3 “Final Judgment” means the Judgment entered by the Court upon granting Final
10 Approval of the Settlement.

11 1.4 “Gross Settlement Amount” or “GSA” means \$518,750.00, which is the total amount
12 Defendants agrees to pay under the Settlement, except as provided in Paragraph 8 below.

13 1.5 “Individual Class Payment” means the Participating Class Member’s pro rata share of
14 the Net Settlement Amount calculated according to the number of Workweeks worked during the
15 Class Period.

16 1.6 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
17 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
18 the PAGA Period.

19 1.7 “Judgment” means the judgment entered by the Court based upon the Final Approval.

20 1.8 “LWDA” means the California Labor and Workforce Development Agency, the agency
21 entitled, under Labor Code section 2699, subd. (i).

22 1.9 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
23 under Labor Code section 2699, subd. (i).

24 1.10 “Net Settlement Amount” means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
26 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
27 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
28 as Individual Class Payments.

1 1.11 “Non-Participating Class Member” means any Class Member who opts out of the
2 Settlement by sending the Administrator a valid and timely Request for Exclusion.

3 1.12 “Operative Class Complaint” means the operative Complaint filed on February 29, 2024
4 in *Elvira Lara. v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC*, Case No.
5 24STCV05190 (Los Angeles County Superior Court).

6 1.13 “Operative PAGA Complaint” means the operative Consolidated Class and
7 Representative Action Complaint filed March 7, 2025 and captioned *Elvira Lara and Breanna*
8 *Morris v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC*, Case No. 24STCV05190.

9 1.14 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
10 worked for Defendants for at least one day during the PAGA Period.

11 1.15 “PAGA Period” means the period from June 11, 2023 through December 20, 2024.

12 1.16 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

13 1.17 “PAGA Notice” means Plaintiffs’ June 11, 2024 letter to the LWDA and Defendants
14 providing notice pursuant to Labor Code section 2699.3, subd.(a).

15 1.18 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
16 Gross Settlement Amount (\$25,000.00), allocated 25% to the Aggrieved Employees (\$18,750.00)
17 and 75% to LWDA (\$6,250.00) in settlement of PAGA claims.

18 1.19 “Participating Class Member” means a Class Member who does not submit a valid and
19 timely Request for Exclusion from the Settlement.

20 1.20 “Plaintiffs” means Elvira Lara and Breanna Morris, the named plaintiffs in the Action.

21 1.21 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
22 Settlement.

23 1.22 “Released Class Claims” means the claims being released as described in Paragraph 5.2
24 below.

25 1.23 “Released PAGA Claims” means the claims being released as described in Paragraph
26 5.3 below.

27 1.24 “Released Parties” means Defendants and all of Defendants’ officers, directors,
28 employees, and agents.

1 1.25 “Request for Exclusion” means a Class Member’s submission of a written request to be
2 excluded from the Class Settlement signed by the Class Member.

3 1.26 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
4 Class Members and Aggrieved Employees and shall be the last date on which Class Members
5 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
6 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after
7 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
8 calendar days beyond the Response Deadline has expired.

9 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.28 “Workweek” means any week during which a Class Member worked for Defendants
12 during the Class Period.

13 **2. RECITALS.**

14 2.1 On February 29, 2024, Plaintiff Elvira Lara filed the Operative Class Action Complaint
15 alleging causes of action against Defendants for (1) Failure to Pay Minimum and Straight Time
16 Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to
17 Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6)
18 Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for
19 Expenditures; (8) Failure to Produce the Requested Employment Records; and (9) Unfair
20 Business Practices.

21 2.2 June 11, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Elvia Lara gave
22 notice to the LWDA and Defendants that Plaintiff Elvia Lara intended to proceed with a
23 representative action under PAGA (LWDA-CM-1033229-24). On August 8, 2024, after the 65-
24 day statutory period passed, Plaintiff Elvia Lara filed the PAGA Complaint, alleging claims for
25 penalties pursuant to Labor Code § 2699, *et seq.*

26 2.3 On March 7, 2025, Plaintiffs filed a Consolidated Class and Representative Action
27 Complaint which also added Plaintiffs Breanna Morris as a named plaintiff.

28 2.4 Defendants deny the allegations in the Actions, denies any failure to comply with the

1 laws identified in the Actions, and deny any and all liability for the causes of action alleged in the
2 Actions.

3 2.5 On December 11, 2024, the Parties participated in an all-day mediation presided over by
4 mediator Hon. Gail Andler (Ret.). The Parties negotiated at arm's-length and in good faith. With
5 the help of Judge Andler, the Parties were able to reach an agreement on general settlement terms
6 at the mediation.

7 2.6 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
8 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a
9 representative sampling of time and payroll data for Class Members and the necessary policy
10 documents through informal discovery to properly evaluate the strengths and weakness of the
11 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
12 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
13 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
14 130 (2008) ("*Dunk/Kullar*").

15 2.7 The Court has not granted class certification because the Parties engaged in mediation
16 before any class certification.

17 2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
18 other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement.

20 3. **MONETARY TERMS.**

21 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
22 Defendants will pay \$518,750.00 to fully settle, resolve, and extinguish all claims asserted in the
23 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
24 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
25 wage portions of the Individual Class Payments, which Defendants will pay separately.

26 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
27 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
28 in the Final Approval:

1 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payments to Plaintiffs
 2 of not more than \$7,500.00 each, in addition to any Individual Class Payment and any Individual
 3 PAGA Payment the Class Representatives are entitled to receive as Participating Class Members.
 4 Defendants will not oppose Plaintiffs’ request for a Class Representative Service Payment that
 5 does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation
 6 Expenses Payments, Plaintiffs will seek Court approval for any Class Representative Service
 7 Payments no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
 8 ordered by the Court. If the Court approves Class Representative Service Payments less than the
 9 amount requested, the Administrator will retain the remainder in the Net Settlement Amount to
 10 be distributed to Participating Class Members. The Administrator will pay the Class
 11 Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and
 12 liability for employee taxes owed on the Class Representative Service Payment.

13 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the GSA,
 14 which is currently estimated to be \$172,916.67 and a Class Counsel Litigation Expenses Payment
 15 not to exceed \$25,000.00. Defendants will not oppose requests for these payments. Plaintiffs
 16 and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment
 17 no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered
 18 by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
 19 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
 20 remainder to the Net Settlement Amount for distribution to Participating Class Members.
 21 Released Parties shall have no liability to Class Counsel or any other Plaintiffs’ counsel arising
 22 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
 23 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
 24 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
 25 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
 26 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
 27 Defendants, from any dispute or controversy regarding any division or sharing of any of these
 28 Payments.

1 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
 2 exceed \$10,490.00 (ten thousand four hundred ninety dollars and zero cents) except for a showing
 3 of good cause and as approved by the Court. To the extent the Administration Costs are less or
 4 the Court approves payment of less than requested, the Administrator will retain the remainder in
 5 the Net Settlement Amount to be distributed to Participating Class Members.

6 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
 7 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
 8 Participating Class Members during the Class Period, and (b) multiplying the result by each
 9 individual Participating Class Member’s Workweeks.

10 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
 11 each Participating Class Member’s Individual Class Payment will be allocated to the Settlement
 12 of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be
 13 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
 14 Member’s Individual Class Payment will be allocated to the settlement of claims for interest and
 15 penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage
 16 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
 17 responsibility and liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
 19 Class Payments. Non-Participating Class Members will not receive any Individual Class
 20 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
 21 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

22 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
 23 \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the
 24 LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

25 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
 26 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties of \$6,250.00 by
 27 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
 28 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA

1 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
 2 their Individual PAGA Payment.

3 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
 4 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
 5 Participating Class Members. The Administrator will report the Individual PAGA Payments on
 6 IRS 1099 Forms.

7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
 9 records, Defendants represents there are 588 Class Members who collectively worked
 10 approximately 23,183 workweeks during the Class Period, and 298 Aggrieved Employees who
 11 worked approximately 3,469 PAGA Pay Periods during the PAGA Period.

12 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
 13 of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
 14 Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must
 15 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
 16 and for no other purpose, and restrict access to the Class Data to Administrator employees who
 17 need access to the Class Data to effect and perform under this Agreement. Defendants have a
 18 continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted
 19 class member identifying information and to provide corrected or updated Class Data as soon as
 20 reasonably feasible. Without any extension of the deadline by which Defendants must send the
 21 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
 22 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
 23 Data.

24 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
 25 Amount and the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting
 26 the funds to the Administrator no later than thirty (30) days after the Court’s Final Approval of
 27 the Settlement.

28 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendants

1 fully funds the GSA and the Effective Date has passed, the Administrator will mail checks for all
2 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
3 Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
4 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
5 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
6 Representative Service Payment shall not precede disbursement of Individual Class Payments
7 and Individual PAGA Payments.

8 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
10 face of each check shall prominently state the date (180 days after the date of mailing) when the
11 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
12 Void Date. The Administrator will send checks for Individual Settlement Payments to all
13 Participating Class Members (including those for whom the Class Notice was returned
14 undelivered). The Administrator will send checks for Individual PAGA Payments to all
15 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
16 Employees (including those for whom Class Notice was returned undelivered). The Administrator
17 may send Participating Class Members a single check combining the Individual Class Payment
18 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
19 must update the recipients’ mailing addresses using the National Change of Address Database.

20 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
21 Members whose checks are returned undelivered without USPS forwarding address. Within seven
22 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
23 forwarding address provided or to an address ascertained through the Class Member Address
24 Search. The Administrator need not take further steps to deliver checks to Class Members whose
25 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Class Member whose original check was lost or misplaced, requested
27 by the Class Member prior to the void date.

28 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA

1 Payment check is uncashed and canceled after the 180- day Void Date, checks for such payments
2 shall be canceled and the Administrator shall transmit the funds represented by such checks to the
3 California Controller's Unclaimed Property Fund in the name of the Class Member thereby
4 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
5 Section 384, subd. (b).

6 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
7 not obligate Defendants to confer any additional benefits or make any additional payments to
8 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
9 Agreement.

10 5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully funds the Gross
11 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
12 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
13 Released Parties as follows:

14 5.1 Plaintiffs' Release. Plaintiffs discharges Released Parties from all claims,
15 transactions, or occurrences, that occurred during the Class Period, including but not limited to
16 (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in
17 the Operative Complaint, and (b) all claims either of them may have under the Fair Employment
18 and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the
19 California Labor Code, and any other state or federal law ("Plaintiffs' Release"). Plaintiffs'
20 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
21 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
22 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
23 Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to,
24 the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that
25 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or
26 additional facts or Plaintiffs' discovery of them.

27 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
28 purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights,

1 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6 5.2 Released Class Claims: All Participating Class Members will release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors and assigns, the Released Parties from any and all claims that were
9 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Class
10 Complaint during the Class Period.

11 5.3 Released PAGA Claims: All Aggrieved Employees will release, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors and assigns, the Released Parties from any and all claims for civil penalties that were
14 alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice
15 based on the facts alleged therein during the PAGA Period.

16 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion
17 for preliminary approval (“Motion for Preliminary Approval”).

18 6.1 Defendant’s Representations. Defendant represents and warrants that it knows of no
19 actual or potential conflicts of interest arising from the Administrator serving as such. Defendant
20 further represents and warrants that Defendant has no knowledge of the existence of any other
21 pending matter or action asserting claims that will be extinguished or adversely affected by the
22 Settlement.

23 6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining
24 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
25 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
26 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
27 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
28 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness

1 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
2 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
3 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
4 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
5 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement
6 (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential
7 conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs
8 and Class Counsel shall aver that they are not aware of any other pending matter or action
9 asserting claims that will be extinguished or adversely affected by the Settlement.

10 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
11 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
12 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
13 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
14 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

15 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
16 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
17 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
18 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
19 Preliminary Approval or conditions Preliminary Approval on any material change to this
20 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
21 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
22 otherwise satisfy the Court's concerns.

23 7. SETTLEMENT ADMINISTRATION.

24 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to
25 serve as the Administrator and verified that, as a condition of appointment, the Administrator
26 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
27 Agreement in exchange for payment of Administration Costs. The Parties and their Counsel
28 represent that they have no interest or relationship, financial or otherwise, with the Administrator

1 other than a professional relationship arising out of prior experiences administering settlements.

2 7.2 Employer Identification Number. The Administrator shall have and use its own
3 Employer Identification Number for purposes of calculating payroll tax withholdings and
4 providing reports to state and federal tax authorities.

5 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
6 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
7 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
8 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
9 to Participating Class Members.

10 7.4 Notice to Class Members.

11 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
12 shall notify Class Counsel that the list has been received and state the number of Class Members,
13 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

14 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
15 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
16 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
17 Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit**
18 **A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any
19 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
20 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
21 mailing Class Notices, the Administrator shall update Class Member addresses using the National
22 Change of Address database.

23 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
25 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
26 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
27 Notice to the most current address obtained. The Administrator has no obligation to make further
28 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the

1 USPS a second time.

2 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
3 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
4 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
5 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
6 deadline with the re-mailed Class Notice.

7 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
8 discovers any persons who believe they should have been included in the Class Data and should
9 have received Class Notice, the Parties will expeditiously meet and confer in person or by
10 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
11 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
12 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
13 requiring them to exercise options under this Agreement not later than 14 (fourteen) days after
14 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

15 7.5 Requests for Exclusion (Opt-Outs).

16 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
17 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
18 later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional
19 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
20 is a letter from a Class Member or his/her representative that reasonably communicates the Class
21 Member's election to be excluded from the Settlement and includes the Class Member's name,
22 address and email address or telephone number. To be valid, a Request for Exclusion must be
23 timely faxed, emailed, or postmarked by the Response Deadline.

24 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
25 to contain all the information specified in the Class Notice. The Administrator shall accept any
26 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
27 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
28 determination shall be final and not appealable or otherwise susceptible to challenge. If the

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

5 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
6 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
7 bound by all terms and conditions of the Settlement, including the Participating Class Members'
8 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
9 Class Member actually receives the Class Notice or objects to the Settlement.

10 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
12 right to object to the class action components of the Settlement. Because future PAGA claims are
13 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
14 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
15 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

16 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
17 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
18 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
19 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
20 may challenge the allocation by communicating with the Administrator via fax, email or mail.
21 The Administrator must encourage the challenging Class Member to submit supporting
22 documentation. In the absence of any contrary documentation, the Administrator is entitled to
23 presume that the Workweeks contained in the Class Notice are correct so long as they are
24 consistent with the Class Data. The Administrator's determination of each Class Member's
25 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
26 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
27 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
28 Administrator's determination of the challenges.

1 7.7 Objections to Settlement.

2 7.7.1 Only Participating Class Members may object to the class action components of the
3 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
4 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
5 Payment and/or Class Representative Service Payment.

6 7.7.2 Participating Class Members may send written objections to the Administrator, by
7 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
8 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
9 Participating Class Member who elects to send a written objection to the Administrator must do
10 so not later than 45 (forty-five) days after the Administrator’s mailing of the Class Notice (plus
11 an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

12 7.7.3 Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
17 maintain and use an internet website to post information of interest to Class Members including
18 the date, time and location for the Final Approval Hearing and copies of the Settlement
19 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
20 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
21 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
22 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
23 telephone number to receive Class Member calls, faxes and emails.

24 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
25 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
26 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
27 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
28 and other identifying information of Class Members who have timely submitted valid Requests

1 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
2 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
3 Exclusion from Settlement submitted (whether valid or invalid).

4 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
5 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
6 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
7 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
8 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
9 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
10 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
11 objections received.

12 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
13 address and make final decisions consistent with the terms of this Agreement on all Class Member
14 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
15 shall be final and not appealable or otherwise susceptible to challenge.

16 7.8.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by
17 which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the
18 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
19 for filing in Court attesting to its due diligence and compliance with all of its obligations under
20 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
21 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
22 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
23 number of written objections and attach the Exclusion List. The Administrator will supplement
24 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
25 for filing the Administrator’s declaration(s) in Court.

26 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
27 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
28 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee

1 identification number only of all payments made under this Agreement. At least 15 (fifteen) days
2 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
3 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
4 of all payments required under this Agreement. Class Counsel is responsible for filing the
5 Administrator's declaration in Court.

6 8. **ESCALATOR CLAUSE.** Based on its records, Defendants represents that during Class
7 Period, Class Members worked approximately 23,183 total unique Workweeks. If the number of
8 unique workweeks at issue for the Class Members is 10% higher, i.e., more than 25,501
9 workweeks, Defendants will pay a proportional amount in addition to the GSA for each additional
10 unique Workweek (i.e. if the total Workweeks increases by 12%, then there is a 2% increase to
11 the GSA).

12 9. **VOID PROVISION.** In the event 10% or more of the Settlement Class Members opt-out of
13 the Settlement, Defendants may, at their discretion, nullify the Settlement Agreement, provided
14 Defendants remain responsible for paying all the Settlement Administration Costs incurred to that
15 point. Defendants must notify Class Counsel and the Court of their election to withdraw not later
16 than five (5) business days after the Administrator send the Exclusion List to Defense Counsel.
17 Any costs incurred by the Administrator as a result of Defendants' nullification of the Settlement
18 Agreement shall be paid by Defendants.

19 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
20 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
21 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
22 the PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order;
23 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide
24 drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
25 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
26 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

27 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
28 by a Participating Class Member, including the right to file responsive documents in Court no

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
10 modification to the Agreement within the meaning of this paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
13 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
14 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

15 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
18 counsel, and all Participating Class Members who did not object to the Settlement as provided in
19 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
20 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
21 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
23 obligations to perform under this Agreement will be suspended until such time as the appeal is
24 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
25 of the Net Settlement Amount.

26 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted

1 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
 2 expeditiously work together in good faith to address the appellate court’s concerns and to obtain
 3 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
 4 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
 5 Court’s award of the Class Representative Service Payment or any payments to Class Counsel
 6 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
 7 as long as the Gross Settlement Amount remains unchanged.

8 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
 9 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
 10 judgment.

11 **12. ADDITIONAL PROVISIONS.**

12 **12.1 No Admission of Liability, Class Certification or Representative Manageability for**
 13 **Other Purposes.** This Agreement represents a compromise and settlement of highly disputed
 14 claims. Nothing in this Agreement is intended or should be construed as an admission by
 15 Defendants that any of the allegations in the Operative Complaint has merit or that Defendants
 16 has any liability for any claims asserted; nor should it be intended or construed as an admission
 17 by Plaintiffs that Defendants’ defenses in the Actions have merit. The Parties agree that class
 18 certification and representative treatment is for purposes of this Settlement only. If, for any
 19 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment,
 20 Defendants reserves the right to contest certification of any class for any reason, Defendants
 21 reserves all available defenses to the claims in the Actions, and Plaintiffs reserves the right to
 22 move for class certification on any grounds available and to contest Defendants’ defenses. The
 23 Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on,
 24 and will not be admissible in connection with, any litigation (except for proceedings to enforce
 25 or effectuate the Settlement and this Agreement).

26 **12.2 Confidentiality Prior to Preliminary Approval.** Plaintiffs, Class Counsel, Defendants,
 27 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
 28 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause

1 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
2 directly or indirectly, specifically or generally, to any person, corporation, association,
3 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
4 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
5 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
6 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
7 government agency. Each Party agrees to immediately notify the other Party of any judicial or
8 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
9 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
10 other communication, before the filing of the Motion for Preliminary Approval, with any third
11 party regarding this Agreement or the matters giving rise to this Agreement except to respond
12 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
13 Counsel's communications with Class Members in accordance with Class Counsel's ethical
14 obligations owed to Class Members.

15 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
17 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
18 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
19 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

20 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties
22 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
23 inducements made to or by any Party.

24 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
27 its terms, and to execute any other documents reasonably required to effectuate the terms of this
28 Agreement including any amendments to this Agreement.

1 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.

21 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

27 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
28 entered during Action and in this Agreement relating to the confidentiality of information shall

1 survive the execution of this Agreement.

2 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
3 inserted for convenience of reference only and does not constitute a part of this Agreement.

4 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
5 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
6 weekend or federal legal holiday, such date or deadline shall be on the first business day
7 thereafter.

8 12.16 Notice. All notices, demands, or other communications between the Parties in
9 connection with this Agreement will be in writing and deemed to have been duly given as of the
10 third business day after mailing by United States mail, or the day sent by email or messenger,
11 addressed as follows:

12 To Plaintiff:

13 John G. Yslas
14 john.yslas@wilshirelawfirm.com
15 Eugene Zinovyev
16 ezinovyev@wilshirelawfirm.com
17 John Brown
18 John.brown@wilshirelawfirm.com
19 Gabriella Solé
20 Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

DE CASTRO LAW GROUP, P.C.
José-Manuel A. de Castro
jmdecastro@decastrolawgroup.com
Telephone: (310) 270-9877
David G. Larmore
dlarmore@decastrolawgroup.com
Telephone: (310) 270-9826
Lori V. Minassian
lminassian@decastrolawgroup.com
Telephone: (310) 270-9879
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, California 91504

21 12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts
22 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement
23 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
24 one and the same instrument if counsel for the Parties will exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
26 contents of this Agreement.

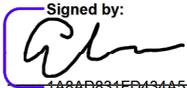
27 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

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

3 **IT IS SO AGREED.**

4
5 By the Parties:

6 DATED: 6/10/2025
7 _____

Signed by:

1A6AD831FD434A5...
8 Plaintiffs Elvira Lara

9 DATED: _____

10 Plaintiffs Breanna Morris

11 DATED: _____

12 Defendants 3360 Magnolia Ave. Inc. and 3360 Magnolia
13 Ave. LLC

14 By: _____

15 Title: _____

16
17
18 **APPROVED BY COUNSEL:**

19 DATED: June 13, 2025

20 **WILSHIRE LAW FIRM**

21 BY: 
22 John G. Yslas
23 Counsel for Plaintiffs Elvira Lara

24 DATED: _____

25 **DE CASTRO LAW GROUP, P.C.**

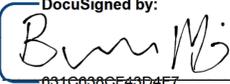
26 BY: _____
27 José-Manuel A. de Castro
28 Counsel for Defendants 3360 Magnolia Ave. Inc.
and 3360 Magnolia Ave. LLC

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

3 **IT IS SO AGREED.**

4
5 By the Parties:

6
7 DATED: _____
8 Plaintiffs Elvira Lara

9 DATED: 6/11/2025
10 
11 Plaintiffs Breanna Morris

12
13 DATED: _____
14 Defendants 3360 Magnolia Ave. Inc. and 3360 Magnolia
15 Ave. LLC

16 By: _____

17 Title: _____

18
19 **APPROVED BY COUNSEL:**

20 DATED: June 13, 2025
21 **WILSHIRE LAW FIRM**
22 BY: 
23 John G. Yslas
24 Counsel for Plaintiffs Elvira Lara

25 DATED: _____
26 **DE CASTRO LAW GROUP, P.C.**
27 BY: _____
28 José-Manuel A. de Castro
Counsel for Defendants 3360 Magnolia Ave. Inc.
and 3360 Magnolia Ave. LLC

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

3 **IT IS SO AGREED.**

4
5 By the Parties:

6
7 DATED: _____

Plaintiffs Elvira Lara

8
9 DATED: _____

Plaintiffs Breanna Morris

10
11
12 DATED: _____

Defendants 3360 Magnolia Ave. Inc. and 3360 Magnolia
Ave. LLC

13
14
15 By: DONALD LAM

16
17 Title: MANAGING MEMBER

18
19 **APPROVED BY COUNSEL:**

20 DATED:

WILSHIRE LAW FIRM

21
22 BY: _____

John G. Yslas
Counsel for Plaintiffs Elvira Lara

23
24
25 DATED:

DE CASTRO LAW GROUP, P.C.

26
27 BY: _____

José-Manuel A. de Castro
Counsel for Defendants 3360 Magnolia Ave. Inc.
and 3360 Magnolia Ave. LLC

EXHIBIT A

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

*Elvira Lara & Breanna Morris. v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC,
Case No. 24STCV05190 (Los Angeles County Superior Court)*

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Elvira Lara and Breanna Morris, and seeks payment of (1) back wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (September 4, 2019 through December 20, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendants during the PAGA Period (June 11, 2023 through December 20, 2024) (“Aggrieved Employees”)

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendants. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants’ records indicate that you worked for Defendants 3360 Magnolia Ave. Inc. and/or 3360 Magnolia Ave. LLC at some point(s) between September 4, 2019 through December 20, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is June 11, 2023 through December 20, 2024.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Los Angeles County Superior Court, and the case is titled, “*Elvira Lara and Breanna Morris v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC*,” Case No. 24STCV05190. The persons who sued, Elvira Lara and Breanna Morris, are the Plaintiffs, and the companies sued, 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC, are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit alleges wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce the Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiffs’ claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendants think that Plaintiffs’ lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiffs’ lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all non-exempt, hourly individuals that worked for Defendants in California from September 4, 2019 through December 20, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount (“GSA”) of \$518,750.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of 1/3 of the GSA or \$172,916.67 and reimbursement of actual costs not to exceed \$25,000.00; Class Representative Service Payments of \$7,500.00 to each Plaintiff (for Plaintiff’s work and efforts prosecuting this case), not to exceed \$15,000.00 total; a PAGA Penalties payment of \$25,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action LLC, not to exceed \$10,490.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$XXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$25,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$18,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$6,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendants’ records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (September 4, 2019 through December 20, 2024). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendants from June 11, 2023 through December 20, 2024 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal.App.476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendants and all of Defendants' officers, directors, employees and agents ("Released Parties"). The releases become effective once the GSA is fully funded by Defendants.

Released Class Claims: The "Released Class Claims" shall include any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Class Complaint during the Class Period.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendants during the PAGA Period), you will also release any and all claims for civil penalties that were alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period (“Released PAGA Claims”).

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]

Elvira Lara and Breanna Morris v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC Settlement

XXXXX

City, State, Zip Code

Email:

Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendants during the PAGA Period (June 11, 2023 through December 20, 2024). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendants, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Eugene Zinovyev
ezinovyev@wilshirelawfirm.com
John Brown
John.brown@wilshirelawfirm.com
Gabriella Solé
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$172,916.67 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of actual litigation expenses incurred in this matter, not to exceed \$25,000.00. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiffs in the amount of \$7,500 each (not to exceed \$15,000 total) in addition to Plaintiffs' Individual Class Payments and Individual PAGA Payments for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award the Class Representatives less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[ADMINISTRATOR]

Elvira Lara and Breanna Morris v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC Settlement

XXXXX

City, State, Zip Code

Email:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Fax:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 12 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action LLC by calling toll free 1-800 [REDACTED], or you can write to the Administrator at the following address:

[ADMINISTRATOR]

Elvira Lara and Breanna Morris v. 3360 Magnolia Ave. Inc. and 3360 Magnolia Ave. LLC Settlement

[REDACTED]

City, State, Zip Code

Email:

Fax:

PLEASE DO NOT TELEPHONE THE COURT OR 3360 MAGNOLIA AVE. INC. AND 3360 MAGNOLIA AVE. LLC' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.