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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF SAN DIEGO**

18 NATALI AMAYA, individually, and on behalf
19 of other members of the general public similarly
20 situated;

21 Plaintiff,

22 v.

23 LIBERTY RESIDENTIAL SERVICES, INC., a
24 Pennsylvania corporation; LIBERTY HEALTH
25 CARE CORPORATION, an unknown business
26 entity; and DOES 1 through 100, inclusive,

27 Defendants.

Case No. 37-2022-00014913-CU-OE-CTL
(LEAD CASE)

*Consolidated with Case No.: 37-2022-
00018859-CU-OT-CTL (PAGA Action)*

[Complaint Filed: April 21, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Natali Amaya (hereinafter “Plaintiff”), an individual, on behalf
3 of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf
4 of the State of California and the Aggrieved Employees, and Defendants Liberty Residential
5 Services, Inc., Liberty Healthcare Corporation, and Liberty Healthcare of California, Inc.
6 (“Defendants”):

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the class action lawsuit titled *Natali Amaya v. Liberty Residential*
9 *Services, et al.*, San Diego County Superior Court Case No. 37-2022-00014913-CU-
10 OE-CTL, filed on April 21, 2022, consolidated with the action for civil penalties
11 brought pursuant to the Private Attorneys General Act (“PAGA”) titled *Natali*
12 *Amaya v. Liberty Residential Services, et al.*, San Diego County Superior Court Case
13 No. 37-2022-00018859-CU-OE-CTL, filed on May 18, 2022.
- 14 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
15 Class and PAGA Action Claims and Release of Claims.
- 16 C. “Aggrieved Employees” include all current and former hourly-paid or non-exempt
17 employees who worked for any of the Defendants in California at any time during
18 the PAGA Period.
- 19 D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the
20 \$200,000.00 PAGA Payment, which totals \$50,000.00, that will be distributed to the
21 Aggrieved Employees as described in this Agreement.
- 22 E. “Class” or the “Class Members” means all current and former hourly-paid or non-
23 exempt employees who worked for any of the Defendants in California at any time
24 during the Class Period.
- 25 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
26 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Edwin Aiwazian, Esq. of
27 Lawyers *for* Justice, P.C.

- 1 G. “Class Counsel Award” means the award of fees and expenses that the Court
2 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
3 the Class Members and the Aggrieved Employees in the Action, consisting of
4 attorneys’ fees currently not to exceed 35% of the Gross Settlement Amount. This
5 award is currently estimated to be currently estimated to be \$700,000.00. The Class
6 Counsel Award shall also include costs of up to \$30,000.00. Attorneys’ fees will be
7 divided between Class Counsel in the following percentages (85% to Lawyers for
8 Justice, P.C., 7.5% to JCL Law Firm, APC, and 7.5% to Zakay Law Group, APLC).
- 9 H. “Class Data” means information regarding Class Members that Defendants will in
10 good faith compile from its records and provide to the Settlement Administrator. It
11 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
12 Member’s full name; last known address; Social Security Number; and dates worked
13 for Defendant(s) in California during the Class Period as an hourly-paid or non-
14 exempt employee.
- 15 I. “Class Period” means the period beginning April 21, 2018 through August 15, 2024
16 or, if applicable, the Alternative End Date (defined in Section III(A)(2)).
- 17 J. “Class Representative” shall mean plaintiff Natali Amaya.
- 18 K. “Court” means the Superior Court for the State of California, County of San Diego
19 currently presiding over the Action.
- 20 L. “Defendants” shall mean Liberty Residential Services, Inc., Liberty Healthcare
21 Corporation, and Liberty Healthcare of California, Inc.
- 22 M. “Effective Date” means 65 calendar days after the Court has entered the Final Order
23 and Judgment approving the Settlement or, if an appeal is filed, 10 calendar days after
24 the appeal is decided upholding propriety of settlement, or 10 calendar days after the
25 appeal is dismissed or withdrawn.
- 26 N. “Funding Date” shall mean the date by which Defendants has paid the entire Gross
27 Settlement Amount to the Settlement Administrator in accord with the terms of this
28

1 Agreement. Defendants will pay the entire Gross Settlement Amount to the
2 Administrator within 30 calendar days of the Effective Date.

3 O. “Gross Settlement Amount” means Two Million Dollars and Zero Cents
4 (\$2,000,000.00) that Defendants must pay into the QSF in connection with this
5 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
6 Award, Service Award, Individual Settlement Payments, and the PAGA Payment.
7 The Gross Settlement Amount is all-in with no reversion and *exclusive* of the
8 employer’s share of payroll tax, if any, triggered by any payment under this
9 Settlement.

10 P. “Individual Settlement Payments” means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member and excludes any amounts distributed to
12 Aggrieved Employees pursuant to PAGA.

13 Q. “LWDA” shall mean the Labor and Workforce Development Agency.

14 R. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment
15 (\$150,000.00) payable to the to the LWDA.

16 S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
17 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
18 Costs.

19 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
20 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
21 than formatting changes to facilitate printing by the Settlement Administrator).

22 U. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on
23 or around December 17, 2024, in the San Diego Superior Court.

24 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
25 Labor Code § 2698 *et seq.*

26 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
27 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
28 Employees during the PAGA Period.

- 1 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 Y. "PAGA Period" means the period beginning March 11, 2021 through August 15,
6 2024 or, if applicable, the Alternative End Date (defined in Section III(A)(2)).
- 7 Z. "PAGA Payment" shall mean Two Hundred Thousand Dollars and Zero Cents
8 (\$200,000.00) to be allocated from the Gross Settlement Amount for settlement of
9 PAGA Claims asserted in the Action.
- 10 AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
11 Plaintiff or Defendants, individually.
- 12 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the total Workweeks for all Class Members.
- 14 CC. "Plaintiff" shall mean Natali Amaya.
- 15 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
16 by the Settlement Administrator to fund the Gross Settlement Amount.
- 17 EE. "Released Class Claims" shall mean all claims and/or causes of action arising under
18 state, federal or local law, whether statutory, common law or administrative, arising
19 out of the claims expressly pleaded in the FAC filed in the consolidated cases of
20 *Amaya v. Liberty Residential Services, et al.*, San Diego County Superior Court Case
21 Nos. 30-2022-00014913-CU-OE-CTL & 37-2022-00018859-CU-OE-CTL, and all
22 other claims, such as those under California Labor Code, Wage Orders, regulations,
23 and/or other provisions of law, that could have been asserted based on the facts
24 pleaded in the and Amended PAGA Notice for: the failure to pay wages including
25 minimum wage and overtime compensation, the failure to provide meal periods and
26 pay meal period premium pay, the failure to provide rest periods and pay rest period
27 premium pay, the failure to timely pay all wages owed at the time employment ended
28 and to pay waiting time penalties, the failure to timely pay all wages owed during

1 employment, the failure to provide accurate itemized wage statements, the failure to
2 maintain accurate and complete payroll records, the failure to reimburse all necessary
3 business expenses, engaging in unfair business practices in violation of California's
4 unfair competition law under Business and Professions Code Sec. 17200.

5 FF. "Released PAGA Claims" shall mean all claims for civil penalties under the Labor
6 Code Private Attorneys General Act ("PAGA") based on the claims referenced in
7 Section I(EE) above, and pursuant all claims asserted in the PAGA Notice (sent by
8 Plaintiff on March 11, 2022) and Amended PAGA Notice (sent by Plaintiff on
9 October 3, 2024) that occurred during the PAGA Period.

10 GG. "Released Parties" shall mean Defendants and each of Defendants' former and
11 present directors, officers, shareholders, owners, partners, members, customers,
12 agents, employees, attorneys, insurers, predecessors, successors and future owners,
13 assigns, parents, subsidiaries, payroll companies, and related or affiliated entities.

14 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
15 Administrator mails Notice Packets to Class Members and the last date on which
16 Class Members may dispute their Class Member Allocation Amounts, object to the
17 Settlement, and/or request to opt out of the Settlement.-Neither side shall encourage
18 any Class Member to opt out.

19 II. "Service Award" means an award in the amount of \$7,500 or in an amount that the
20 Court authorizes to be paid to the Class Representative, in addition to her Individual
21 Settlement Payment and her individual Aggrieved Employee Payment, in recognition
22 of her efforts and risks in assisting with the prosecution of the Action, and in exchange
23 for signing a general release of all claims under California Civil Code Section 1542,
24 except as to workers' compensation benefits, unemployment benefits, or any claims
25 that cannot be released as a matter of law.

26 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.
27
28

1 KK. “Settlement Administration Costs” shall mean the amount paid to the Settlement
2 Administrator from the Gross Settlement Amount for administering the Settlement
3 pursuant to this Agreement currently estimated not to exceed \$9,940.00.

4 LL. “Settlement Administrator” means Apex Class Action, LLC. The Settlement
5 Administrator establishes, designates, and maintains, as a QSF under Internal
6 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
7 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
8 the claims of Settlement Class Members. The Settlement Administrator shall maintain
9 the funds until distribution in an account(s) segregated from the assets of Defendants
10 and any person related to Defendants. *All accrued interest shall be paid and*
11 *distributed to the Settlement Class Members as part of their respective Individual*
12 *Settlement Payment.*

13 MM. “Settlement Class Members” or “Settlement Class” means all Class Members who
14 have not submitted a timely and valid request for exclusion as provided in this
15 Agreement.

16 NN. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and
17 ending on Saturday, in which a Class Member is employed by Defendant(s) and in
18 which work is performed during the Class Period in California during the Class Period
19 in California.

20 **II. RECITALS**

21 A. On March 11, 2022, Plaintiff filed a Notice of Violations with the Labor and
22 Workforce Development Agency (LWDA) and served the same on Defendants.

23 B. On April 21, 2022, Plaintiff filed a Class Action complaint in the San Diego Superior
24 Court, Case No. 37-2022-00014913-CU-OE-CTL (“Class Action”), alleging claims
25 for:

- 26 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 27 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
28 Premiums);

- 1 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 2 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
- 3 Minimum Wages);
- 4 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
- 5 Paid);
- 6 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
- 7 Employment);
- 8 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
- 9 Statements);
- 10 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
- 11 Payroll Records);
- 12 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business
- 13 Expenses); and
- 14 10. Violation of California Business & Professions Code §§ 17200, et seq.

15 C. On May 18, 2022, Plaintiff filed a separate representative action in the San Diego
16 Superior Court, Case No. 37-2022-00018859-CU-OE-CTL alleging a single cause of
17 action for violations of Private Attorneys General Act (“PAGA Action”).

18 D. On June 10, 2022, Defendants removed the Class Action from San Diego County
19 Superior Court to the Southern District of California, Case No. 22CV0859. Plaintiff
20 moved to remand the Class Action, which the Southern District granted on July 20,
21 2022.

22 E. The Class Representative believes she has claims based on alleged violations of the
23 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
24 that class certification is appropriate because the prerequisites for class certification
25 can be satisfied in the Action, and this action is manageable as a PAGA representative
26 action.

27 F. Defendants deny any liability or wrongdoing of any kind associated with the claims
28 alleged in the Action, dispute any wages, damages and penalties claimed by the Class

1 Representative, alleged in the Operative Complaint, and/or alleged in the Class
2 Representative's PAGA notices to the LWDA are owed, and further contend that, for
3 any purpose other than settlement, the Action is not appropriate for class or
4 representative action treatment. Defendants contend, among other things, that at all
5 times they complied with the California Labor Code and the Industrial Welfare
6 Commission Wage Orders.

7 G. The Class Representative is represented by Class Counsel. Class Counsel investigated
8 the facts relevant to the Action, including conducting an independent investigation as
9 to the allegations, reviewing documents and information exchanged through informal
10 discovery, and reviewing documents and information provided by Defendants
11 pursuant to informal requests for information to prepare for mediation. Defendants
12 produced for the purpose of settlement negotiations certain employment data
13 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
14 of an expert. Based on their own independent investigation and evaluation, Class
15 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and
16 adequate, and is in the best interest of the Class considering all known facts and
17 circumstances, including the risks of significant delay, defenses asserted by
18 Defendants, uncertainties regarding class certification, and numerous potential
19 appellate issues. Although they deny any liability, Defendants agree to this Settlement
20 solely to avoid the inconveniences and cost of further litigation. The Parties and their
21 counsel have agreed to settle the claims on the terms set forth in this Agreement.

22 H. On April 12, 2024, the Parties participated in mediation presided over by David
23 Rotman, an experienced mediator of wage and hour class and PAGA actions. The
24 Parties agreed to a settlement on April 17, 2024, which was subsequently
25 memorialized in the form of a Memorandum of Understanding.

26 I. On August 2, 2024, as part of a Memorandum of Understanding, the Parties stipulated
27 to the filing of a First Amended Complaint in the Action that consolidates the class
28 and PAGA claims in the same action for settlement approval purposes and names

1 Liberty Healthcare of California, Inc. as a Doe defendant. Upon entry of the First
2 Amended Complaint, the Parties will submit a Joint Motion requesting to dismiss,
3 without prejudice, the currently pending PAGA Action.

4 J. This Agreement replaces and supersedes the Memorandum of Understanding and any
5 other agreements, understandings, or representations between the Parties. This
6 Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or will be construed as an admission by
8 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
9 or that Defendants bear any liability to Plaintiff or the Class on those claims or any
10 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
11 have merit.

12 K. The Parties believe that the Settlement is fair, reasonable, and adequate. The
13 Settlement was arrived at through arm's-length negotiations, considering all relevant
14 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
15 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
16 settle, compromise and discharge all disputes and claims arising from or relating to
17 the Action fully, finally, and forever.

18 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
19 for any reason the settlement does not become effective, Defendants reserve the right
20 to contest certification of any class for any reason and reserve all available defenses
21 to the claims in the Action. The Settlement, this Agreement, and the Parties'
22 willingness to settle the Action will have no bearing on and will not be admissible in
23 connection with any litigation.

24 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

25 **III. TERMS OF AGREEMENT**

26 A. Settlement Consideration and Settlement Payments by Defendants.

27 1. Settlement Consideration. In full and complete settlement of the Action, and
28 in exchange for the releases set forth below, Defendants will pay the sum of

1 the Individual Settlement Payments, the Service Award, the Class Counsel
2 Award, PAGA Payment, and the Settlement Administration Costs, as
3 specified in this Agreement, equal to the Gross Settlement Amount of Two
4 Million Dollars and Zero Cents (\$2,000,000.00). The Parties agree that this is
5 a non-reversionary Settlement and that no portion of the Gross Settlement
6 Amount shall revert to Defendants. Other than the Defendants' share of
7 employer payroll taxes and as provided in Section III(A)(4) below,
8 Defendants shall not be required to pay more than the Gross Settlement
9 Amount.

10 2. Class Size. Defendants represent that as of the date of the Parties' mediation
11 on April 12, 2024, approximately 705 Class Members had worked
12 approximately 47,000 Workweeks from April 21, 2018 to April 12, 2024. In
13 regard hereto, Defendants will make all reasonable efforts to confirm the
14 number of Class Members and Workweeks worked by the Class Members
15 during the Class Period within three (3) business days prior to filing of the
16 Motion for Preliminary Approval. Should the Workweeks increase beyond
17 10% of the of the estimated 47,000 Workweeks (*i.e.*, more than 51,700
18 Workweeks), Defendants shall notify Plaintiff of their choice of one of the
19 following options, at Defendants' sole discretion, either (a) the Gross
20 Settlement Amount shall be increased on a pro-rata basis equal to the
21 percentage increase in the number of workweeks worked by the Class
22 Members (e.g. a 12% increase in workweeks to 52,640 workweeks would
23 result in a 2% increase of the GSA), or (b) the Class Settlement Release Period
24 and PAGA Release Period shall end on the last day on which the workweeks
25 do not exceed 51,700 ("Alternative End Date"). Should Defendants elect to
26 cut-off the Class Settlement Release Period and PAGA Release Period
27 pursuant to the Alternative End Date, they must do so at least 3 business days
28

1 before the class notice is mailed to the class so that the notice can be revised
2 accordingly.

3 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
4 into the QSF, through the Settlement Administrator on or before the Funding
5 Date. Any interest accrued will be added to the NSA and distributed to the
6 Settlement Class Members except that if final approval is reversed on appeal,
7 then Defendants are entitled to prompt return of the principal and all interest
8 accrued.

9 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
10 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
11 together with the Gross Settlement Amount on the Funding Date.

12 B. Release by Settlement Class Members. As of the Effective Date, in exchange for the
13 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
14 release the Released Parties from the Released Class Claims for the Class Period.

15 C. Release by the Aggrieved Employees. As of the Effective Date, in exchange for the
16 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
17 California release the Released Parties from the Released PAGA Claims for the PAGA
18 Period. As a result of this release, the Aggrieved Employees shall be precluded from
19 bringing claims against the Released Parties for the Released PAGA Claims.

20 D. General Release by Plaintiff. As of the occurrence of the Effective Date and the
21 Funding Date, for the consideration set forth in this Agreement, Plaintiff waives, releases,
22 acquits and forever discharges the Released Parties from any and all claims, whether known
23 or unknown, which exist or may exist on either Plaintiff's behalf as of the date of this
24 Agreement, including but not limited to any and all tort claims, contract claims, wage claims,
25 wrongful termination claims, disability claims, benefit claims, public policy claims,
26 retaliation claims, statutory claims, personal injury claims, emotional distress claims,
27 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any
28 and all claims arising under any federal, state or other governmental statute, law, regulation

1 or ordinance, including, but not limited to claims for violation of the Fair Labor Standards
2 Act, the California Labor Code, the Wage Orders of California's Industrial Welfare
3 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
4 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,
5 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act,
6 the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
7 Protection Act, California Business & Professions Code Section 17200 et seq., and any and
8 all claims arising under any federal, state or other governmental statute, law, regulation or
9 ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that he
10 may have under California Civil Code § 1542, which provides as follows:

11 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
12 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
13 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
14 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
15 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
16 ***DEBTOR OR RELEASED PARTY.***

17
18 Thus, notwithstanding the provisions of section 1542, and to implement a full and
19 complete release and discharge of the Released Parties, Plaintiff expressly
20 acknowledges this Settlement Agreement is intended to include in its effect, without
21 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
22 the time of signing this Settlement Agreement, and that this Settlement Agreement
23 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
24 has read this Settlement Agreement, including this waiver of California Civil Code
25 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
26 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
27 about the waiver of section 1542, and that Plaintiff understands this Settlement
28 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters

1 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
2 discover facts different from or in addition to those Plaintiff now knows or believes to
3 be true regarding the matters released or described in this Settlement Agreement, and
4 even so Plaintiff agrees that the releases and agreements contained in this Settlement
5 Agreement shall remain effective in all respects notwithstanding any later discovery
6 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
7 mistake in connection with the true facts involved in the matters, disputes, or
8 controversies released or described in this Settlement Agreement or with regard to any
9 facts now unknown to Plaintiff relating thereto.

10 E. Conditions Precedent: This Settlement will become final and effective only upon the
11 occurrence of all of the following events:

- 12 1. The Court enters an order granting preliminary approval of the Settlement;
- 13 2. The Court enters an order granting final approval of the Settlement and a Final
14 Judgment; and
- 15 3. If an objector appears at the final approval hearing, the time for appeal of the
16 Final Judgment and Order Granting Final Approval of Class Action
17 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
18 any appeal from the Judgment and Order Granting Final Approval of Class
19 Action Settlement.

20 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
21 approve this Settlement Agreement, the Settlement Agreement fails to become
22 effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents
23 or prohibits Defendants from obtaining a complete resolution of the Released Class
24 Claims and Released PAGA Claims:

- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative, or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or
28 procedural;

1 2. The conditional class certification (obtained for any purpose) shall be void *ab*
2 *initio* and of no force or effect, and shall not be admissible in any judicial,
3 administrative, or arbitral proceeding for any purpose or with respect to any
4 issue, substantive or procedural; and

5 3. None of the Parties to this Settlement will be deemed to have waived any
6 claims, objections, defenses, or arguments in the Action, including with
7 respect to the issue of class certification.

8 G. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants
9 shall bear the sole responsibility for any cost to issue or reissue any curative notice to
10 the Settlement Class Members and all Settlement Administration Costs incurred as a
11 result of Defendants' failure to fund the Gross Settlement Amount.

12 H. Certification of the Class. The Parties stipulate to conditional class certification of the
13 Class for the Class Period for purposes of settlement only. In the event that this
14 Settlement is not approved by the Court, fails to become effective, or is reversed,
15 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
16 from obtaining a complete resolution of the Released Class Claims and Released
17 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
18 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
19 administrative or arbitral proceeding for any purpose or with respect to any issue,
20 substantive or procedural.

21 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments called for, and Class Members and/or Aggrieved Employees are
23 not relying on any statement or representation by the Parties in this regard. Class
24 Members and/or Aggrieved Employees understand and agree that they will be
25 responsible for the payment of any taxes and penalties assessed on the Individual
26 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
27 Employee Payment described and will be solely responsible for any penalties or other
28 obligations resulting from their personal tax reporting of Individual Settlement

1 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
2 Payment.

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

21 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
22 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
23 Preliminary Approval and supporting papers, which shall include this Settlement
24 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three
25 (3) business days prior to the filing of the Motion to give Defendants an opportunity
26 to review and comment upon the Motion.

27 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
28 establishing and administering the QSF; calculating, processing and mailing payments

1 to the Class Representative, Class Counsel, LWDA, Aggrieved Employees and Class
2 Members; printing and mailing the Notice Packets to the Class Members as directed
3 by the Court; receiving and reporting the objections and requests for exclusion;
4 calculating, deducting and remitting all legally required taxes from Individual
5 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
6 Portion and the Interest Portion of the Individual Settlement Payments and/or
7 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
8 processing and mailing tax payments to the appropriate state and federal taxing
9 authorities; providing declaration(s) as necessary in support of preliminary and/or final
10 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
11 orders the Settlement Administrator to perform. The Settlement Administrator shall
12 keep the Parties timely apprised of the performance of all Settlement Administrator
13 responsibilities by among other things, sending a weekly status report to the Parties'
14 counsel stating the date of the mailing, the of number of opt outs from the Settlement
15 it receives (including the numbers of valid and deficient), and number of objections
16 received.

17 M. Notice Procedure.

- 18 1. Class Data. Within 21 calendar days of the Court's preliminary approval of
19 the Settlement, Defendants shall provide the Settlement Administrator with
20 the Class Data for purposes of preparing and mailing Notice Packets to the
21 Class Members.
- 22 2. Notice Packets.
 - 23 a) The Notice Packet shall contain the Notice of Class Action Settlement
24 in a form substantially similar to the form attached as **Exhibit A**. The
25 Notice of Class Action Settlement shall inform Class Members and
26 Aggrieved Employees that they need not do anything in order to
27 receive an Individual Settlement Payment and/or Aggrieved
28 Employees' individual shares of the Aggrieved Employee Payment

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and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or the release to be given by all Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

- b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT - YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change
3 of Address Database to update and correct any known or identifiable address
4 changes. Within twenty-one (21) calendar days after receipt of the Class Data,
5 the Settlement Administrator shall mail copies of the Notice Packet to all
6 Class Members via regular First-Class U.S. Mail. The Settlement
7 Administrator shall exercise its best judgment to determine the current mailing
8 address for each Class Member. The address identified by the Settlement
9 Administrator as the current mailing address shall be presumed to be the best
10 mailing address for each Class Member.

11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided within five (5) days of receiving
14 the returned notice. If no forwarding address is provided, the Settlement
15 Administrator shall promptly attempt to determine a correct address by lawful
16 use of skip-tracing, or other search using the name, address and/or Social
17 Security number of the Class Member involved, and shall then perform a re-
18 mailing, if another mailing address is identified by the Settlement
19 Administrator. In addition, if any Class Member who is currently employed
20 by Defendants, is returned to the Settlement Administrator, as non-delivered
21 and no forwarding address is provided, the Settlement Administrator shall
22 notify Defendants. Defendants will request that the currently employed Class
23 Member provide a corrected address and transmit to the Settlement
24 Administrator any corrected address provided by the Class Member. Class
25 Members who received a re-mailed Notice Packet shall have their Response
26 Deadline extended fifteen (15) days from the original Response Deadline.

27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity within the Response Deadline, should they disagree with

1 Defendants' records regarding the start and end dates of employment as an
2 hourly-paid or non-exempt employee in California, to provide documentation
3 and/or an explanation to show contrary dates. The information provided by
4 Defendants will be presumed to be correct unless a Class Member proves
5 otherwise to the Settlement Administrator by credible evidence. If there is a
6 dispute, the Settlement Administrator will consult with the Parties to
7 determine whether an adjustment is warranted. The Settlement Administrator
8 shall determine the eligibility for, and the amounts of, any Individual
9 Settlement Payments under the terms of this Agreement. The Settlement
10 Administrator's determination of the eligibility for and amount of any
11 Individual Settlement Payment shall be binding upon the Class Member and
12 the Parties.

13 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
14 by the Settlement Administrator concerning the administration of the
15 Settlement will be resolved by the Court under the laws of the State of
16 California. Before any such involvement of the Court, counsel for the Parties
17 will confer in good faith to resolve the disputes without the necessity of
18 involving the Court.

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to exclude themselves from
21 the Settlement must submit a signed copy of the Request for Exclusion form
22 to the Settlement Administrator by the Response Deadline. A Request for
23 Exclusion form will be mailed together with the Notice Packet to all Class
24 Members. The Request for Exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope or fax stamp
28 on the Request for Exclusion shall be the exclusive means used to determine

1 whether the request for exclusion was timely submitted. Any Class Member
2 who submits a timely Request for Exclusion shall be excluded from the
3 Settlement Class will not be entitled to an Individual Settlement Payment and
4 will not be otherwise bound by the terms of the Settlement or have any right
5 to object, appeal, or comment thereon. However, any Class Member that
6 submits a timely Request for Exclusion that is also an Aggrieved Employee
7 will still receive his/her pro rata share of the Aggrieved Employee Payment,
8 as specified below, and in consideration, will be bound by the Release by the
9 PAGA Class as set forth herein. Class Members who fail to submit a valid
10 and timely Request for Exclusion on or before the Response Deadline shall be
11 bound by all terms of the Settlement and any final judgment entered in this
12 Action if the Court approves the Settlement. No later than seven (7) calendar
13 days after the Response Deadline, the Settlement Administrator shall provide
14 counsel for the Parties with a final list of the Class Members who have
15 submitted timely Requests for Exclusion. Defendants retain the right, in the
16 exercise of their sole discretion, to nullify the settlement within fifteen (15)
17 days after expiration of the Response Deadline, if five percent (5%) or more
18 of Class Members exclude themselves from the Settlement. At no time shall
19 any of the Parties or their counsel seek to solicit or otherwise encourage
20 members of the Class to submit Requests for Exclusion from the Settlement.

21 8. Objections. The Notice of Class Action Settlement contained in the Notice
22 Packet shall state that Class Members who wish to object to the Settlement
23 may submit to the Settlement Administrator a written statement of objection
24 (“Notice of Objection”) by the Response Deadline. The postmark date of
25 mailing shall be deemed the exclusive means for determining that a Notice of
26 Objection was served timely. The Notice of Objection, if in writing, must be
27 signed by the Settlement Class Member and state: (1) the case name and
28 number; (2) the name of the Settlement Class Member; (3) the address of the

1 Settlement Class Member; (4) the last four digits of the Settlement Class
2 Member's Social Security number; (5) the basis for the objection; and (6) if
3 the Settlement Class Member intends to appear at the Final
4 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
5 to make objections in writing in the manner specified above may still make
6 their objections orally at the Final Approval/Settlement Fairness Hearing with
7 the Court's permission. Settlement Class Members will have a right to appear
8 at the Final Approval/Settlement Fairness Hearing to have their objections
9 heard by the Court regardless of whether they submitted a written objection.
10 At no time shall any of the Parties or their counsel seek to solicit or otherwise
11 encourage Class Members to file or serve written objections to the Settlement
12 or appeal from the Order and Final Judgment. Class Members who submit a
13 written request for exclusion may not object to the Settlement. Class Members
14 may not object to the PAGA Payment.

15 N. Allocation of the Gross Settlement Amount.

- 16 1. Calculation of Individual Settlement Payments. Individual Settlement
17 Payments shall be paid from the Net Settlement Amount and shall be paid
18 pursuant to the formula set forth herein. Using the Class Data, the Settlement
19 Administrator shall add up the total number of Workweeks for all Class
20 Members. The respective Workweeks for each Class Member will be divided
21 by the total Workweeks for all Class Members, resulting in the Payment Ratio
22 for each Class Member. Each Class Member's Payment Ratio will then be
23 multiplied by the Net Settlement Amount to calculate each Class Member's
24 estimated Individual Settlement Payments. Each Individual Settlement
25 Payment will be reduced by any legally mandated employee tax withholdings
26 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
27 Members who submit valid and timely requests for exclusion will be
28 redistributed to Settlement Class Members who do not submit valid and timely

1 requests for exclusion on a pro rata basis based on their respective Payment
2 Ratios. All Class Members will be entitled to payment for at least one
3 Workweek.

4 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Class Data, the Settlement Administrator shall add up the total number of
6 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
7 The respective PAGA Pay Periods for each Aggrieved Employees will be
8 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
9 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
10 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
11 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
12 estimated share of the Aggrieved Employee Payment.

13 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
14 Settlement Payments shall be allocated and treated as 15% wages (“Wage
15 Portion”) and 85% interest and statutory penalties (“Penalties Portion”). The
16 Wage Portion of the Individual Settlement Payments shall be reported on IRS
17 Form W-2 and the Penalty Portion of the Individual Settlement Payments shall
18 be reported on IRS Form 1099.

19 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
20 Employee Settlement Payments shall be allocated and treated as 100%
21 penalties and shall be reported on IRS Form 1099.

22 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
23 individual shares of the PAGA Payment made to Settlement Class Members
24 and/or Aggrieved Employees under this Settlement Agreement, as well as any
25 other payments made pursuant to this Settlement Agreement, will not be
26 utilized to calculate any additional benefits under any benefit plans to which
27 any Class Members and/or Aggrieved Employees may be eligible, including,
28 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock

1 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
2 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
3 will not affect any rights, contributions, or amounts to which any Class
4 Members and/or Aggrieved Employees may be entitled under any benefit
5 plans.

6 6. All monies received by Settlement Class Members under the Settlement which
7 are attributable to wages shall constitute income to such Settlement Class
8 Members solely in the year in which such monies are received by the Settlement
9 Class Members. It is the intent of the Parties that Individual Settlement
10 Payments and individual shares of the PAGA Payment provided for in this
11 Settlement agreement are the sole payments to be made by Defendants to
12 Settlement Class Members and/or Aggrieved Employees in connection with this
13 Settlement Agreement, with the exception of Plaintiff who will also receive a
14 Service Award subject to Court approval, and that the Settlement Class Members
15 and/or Aggrieved Employees are not entitled to any new or additional
16 compensation or benefits as a result of having received the Individual Settlement
17 Payments and/or their shares of the Aggrieved Employee Payment.

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
20 and/or Aggrieved Employees' last known mailing address no later 60 calendar
21 days after the Effective Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employees does not cash his or her settlement check within ninety
26 (90) days, the Settlement Administrator will send a letter to such persons,
27 advising that the check will expire after the 180th day, and invite that
28 Settlement Class Member and/or Aggrieved Employees to request reissuance

1 in the event the check was destroyed, lost, or misplaced. In the event an
2 Individual Settlement Payment and/or Aggrieved Employees' individual
3 share of the PAGA Payment check has not been cashed within one hundred
4 and eighty (180) days, all funds represented by such uncashed checks, plus
5 any interest accrued thereon, shall be distributed as set forth in California
6 Code of Civil Procedure Section 384, as amended.

7 9. Service Award. In addition to the Individual Settlement Payment as a
8 Settlement Class Member and her individual share of the Aggrieved
9 Employee Payment, Plaintiff will apply to the Court for an award of not more
10 than \$7,500.00, as the Service Award. Defendants will not oppose a Service
11 Award of not more than \$7,500.00 for Plaintiff. The Settlement Administrator
12 shall pay the Service Award, either in the amount stated herein if approved by
13 the Court or some other amount as approved by the Court, to Plaintiff from
14 the Gross Settlement Amount no later than sixty (60) calendar days after the
15 Effective Date. Any portion of the requested Service Award that is not
16 awarded to the Class Representative shall be part of the Net Settlement
17 Amount and shall be distributed to Settlement Class Members as provided in
18 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
19 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and
20 legally responsible to pay any and all applicable taxes on her Service Award
21 and shall hold harmless the Released Parties from any claim or liability for
22 taxes, penalties, or interest arising as a result of the Service Award. Approval
23 of this Settlement shall not be conditioned on Court approval of the requested
24 amount of the Service Award. If the Court reduces or does not approve the
25 requested Service Award, Plaintiff shall not have the right to revoke the
26 Settlement, and it will remain binding.

27 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
28 for Attorneys' Fees not to exceed 35% of the Gross Settlement Amount

1 currently estimated to be Seven Hundred Thousand Dollars and Zero Cents
2 (\$700,000.00) *and* Attorneys' Expenses supported by declaration not to
3 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any awarded
4 Class Counsel Award shall be paid from the Gross Settlement Amount. Any
5 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
6 not awarded to Class Counsel shall be part of the Net Settlement Amount and
7 shall be distributed to Settlement Class Members as provided in this
8 Agreement. The Settlement Administrator shall allocate and pay the
9 Attorneys' Fees and Attorneys' Expenses to Class Counsel from the Gross
10 Settlement Amount no later than sixty (60) calendar days after the Effective
11 Date. Class Counsel shall be solely and legally responsible to pay all
12 applicable taxes on the payment made pursuant to this paragraph. The
13 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
14 Counsel for the payments made pursuant to this paragraph. If the Court
15 reduces or does not approve the requested Attorneys' Fees and/or Attorneys'
16 Expenses, Plaintiff and Class Counsel shall not have the right to revoke the
17 Settlement, or to appeal such order, and the Settlement will remain binding.

18 11. PAGA Payment. Two Hundred Thousand Dollars and Zero Cents
19 (\$200,000.00) shall be allocated from the Gross Settlement Amount for
20 settlement of claims for civil penalties under the Private Attorneys General
21 Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay
22 seventy-five percent (75%) of the PAGA Payment (\$150,000.00) to the
23 California Labor and Workforce Development Agency no later than sixty (60)
24 calendar days after the Effective Date (hereinafter "LWDA Payment").
25 Twenty-five percent (25%) of the PAGA Payment (\$50,000.00) will be
26 distributed to the Aggrieved Employees as described in this Agreement
27 (hereinafter "Aggrieved Employee Payment"). For purposes of distributing
28 the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee

1 shall receive their pro-rata share of the Aggrieved Employee Payment using
2 the PAGA Payment Ratio as defined above.

3 12. Settlement Administration Costs. The Settlement Administrator shall be paid
4 for the costs of administration of the Settlement from the Gross Settlement
5 Amount. The estimate of the Settlement Administration Costs is \$9,940.00.
6 The Settlement Administrator shall be paid the Settlement Administration
7 Costs no later than sixty (60) calendar days after the Effective Date.

8 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
9 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
10 twenty-eight (28) days following the expiration of the Response Deadline, which
11 motion shall request final approval of the Settlement and a determination of the
12 amounts payable for the Service Award, the Class Counsel Award, the PAGA
13 Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants
14 with a draft of the Motion at least three (3) business days prior to the filing of the
15 Motion to give Defendants an opportunity to propose changes or additions to the
16 Motion.

17 1. Declaration by Settlement Administrator. No later than seven (7) days after
18 the Response Deadline, the Settlement Administrator shall submit a
19 declaration in support of Plaintiff's motion for final approval of this
20 Settlement detailing the number of Notice Packets mailed and re-mailed to
21 Class Members, the number of undeliverable Notice Packets, the number of
22 timely requests for exclusion, the full names of any Class Members who opt
23 out of the Settlement, the number of objections received, the amount of the
24 average, lowest, and highest Individual Settlement Payments, the amount of
25 the average, lowest, and highest Aggrieved Employee Payments, the
26 Settlement Administration Costs, and any other information as the Parties
27 mutually agree or the Court orders the Settlement Administrator to provide.
28

1 2. Final Approval Order and Judgment. Class Counsel shall present an Order
2 Granting Final Approval of Class Action Settlement to the Court for its
3 approval, and Judgment thereon, at the time Class Counsel files the Motion
4 for Final Approval.

5 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
6 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
7 Final Approval, including the Order Granting Final Approval of Class Action
8 Settlement, and Judgment at least three (3) business days in advance of filing with the
9 Court. The Parties and their counsel will cooperate with each other and use their best
10 efforts to affect the Court's approval of the Motions for Preliminary and Final
11 Approval of the Settlement, and entry of Judgment.

12 O. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to implement the Settlement.

14 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
15 except such proceedings necessary to implement and complete the Settlement, pending
16 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

17 Q. Amendment or Modification. This Agreement may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.

19 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibit
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibit.

24 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendants represents and warrants that he/she is
2 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
3 warrants that she is authorized to sign this Agreement and that she has not assigned
4 any claim, or part of a claim, covered by this Settlement to a third-party.

5 T. No Public Comment: The Parties and their counsel agree that they will not issue any
6 press releases, initiate any contact with the press, respond to any press inquiry, or have
7 any communication with the press about the fact, amount, or terms of the Settlement
8 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
9 of its terms for any marketing or promotional purposes. Nothing herein will restrict
10 Class Counsel from including publicly available information regarding this settlement
11 in future judicial submissions regarding Class Counsel's qualifications and experience.
12 Further, Class Counsel will not include, reference, or use the Settlement Agreement
13 for any marketing or promotional purposes, either before or after the Motion for
14 Preliminary Approval is filed. Further, Class Counsel will take all steps necessary to
15 ensure that the Class Representative is aware of, and will encourage her to adhere to,
16 the restriction against initiating any media comment.

17 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
18 to the benefit of, the successors or assigns of the Parties, as previously defined.

19 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
20 shall be governed by and interpreted according to the laws of the State of California.

21 W. Counterparts. This Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them shall be deemed to be one and the same
23 instrument provided that counsel for the Parties to this Agreement shall exchange
24 among themselves copies or originals of the signed counterparts.

25 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
26 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
27 Settlement after extensive arms-length negotiations, taking into account all relevant
28 factors, present and potential.

1 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
2 respect to the interpretation, implementation, and enforcement of the terms of this
3 Agreement and all orders and judgments entered in connection therewith, and the
4 Parties and their counsel submit to the jurisdiction of the Court for purposes of
5 interpreting, implementing and enforcing the settlement and all orders and judgments
6 entered in connection with this Agreement.

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

11 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
12 intend to pursue any claims against the Released Parties, including, but not limited to,
13 any and all claims relating to or arising from Plaintiff's employment with Defendants,
14 regardless of whether Class Counsel is currently aware of any facts or legal theories
15 upon which any claims or causes of action could be brought against Released Parties,
16 including those facts or legal theories alleged in the operative complaint in this Action.
17 The Parties further acknowledge, understand, and agree that this representation is
18 essential to the Agreement and that this Agreement would not have been entered into
19 were it not for this representation.

20 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
21 certification for purposes of this settlement only.

22 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
23 Released Class Claims and Released PAGA Claims have merit and give rise to liability
24 on the part of Defendants. Defendants claim that the Released Class Claims and
25 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
26 is a compromise of disputed claims. Nothing contained in this Agreement and no
27 documents referred to and no action taken to carry out this Agreement may be
28 construed or used as an admission by or against the Defendants or Plaintiff or Class

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Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: _____

3

4 NATALI AMAYA

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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7 DATED: _____

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LIBERTY RESIDENTIAL SERVICES, INC.

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Printed Name

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Title

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14 DATED: _____

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LIBERTY HEALTHCARE CORPORATION

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Printed Name

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Title

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20 DATED: _____

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LIBERTY HEALTHCARE OF CALIFORNIA, INC.

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Printed Name

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Title

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1 IT IS SO AGREED AS TO FORM BY COUNSEL:

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DATED: _____

JCL LAW FIRM, APC

By: _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

LAWYERS FOR JUSTICE, P.C.

By: _____

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

JACKSON LEWIS P.C.

By: _____

Peter Woo, Esq.
Sierra Vierra, Esq.
Philip M. Duclos, Esq.
Attorneys for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Natali Amaya v. Liberty Residential Services, et al., San Diego County Superior Court
Case No. 37-2022-00014913-CU-OE-CTL)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< [redacted] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Natali Amaya (“Plaintiff”) and Defendants Liberty Residential Services, Inc., Liberty Healthcare Corporation, and Liberty Healthcare of California, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former hourly-paid or non-exempt employees who worked for Liberty Residential Services, Inc., Liberty Healthcare Corporation, or Liberty Healthcare of California, Inc. in California at any time during the period beginning April 21, 2018 through **August 15, 2024** (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 21, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted the following claims: Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); Violation of California

Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and Violation of California Business & Professions Code §§ 17200, et seq. On May 18, 2022, Plaintiff filed a separate representative action in the San Diego Superior Court, Case No. 37-2022-00018859-CU-OE-CTL alleging a single cause of action for violations of the Private Attorneys General Act (“PAGA”) (the “Action”). Plaintiff amended her complaint in the Class Action lawsuit on or around December 17, 2024, in order to add the PAGA claim she had previously filed as a separate lawsuit and to name Liberty Healthcare of California, Inc. as a Doe defendant.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 12, 2024, the Parties participated in an all-day mediation with David Rotman, an experienced mediator of wage and hour class and PAGA actions. The Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC and Lawyers for Justice, P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Million Dollars and Zero Cents (\$2,000,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$9,940.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 35% of the Gross Settlement Amount (currently \$700,000.00) and actually incurred litigation expenses of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of \$200,000.00 relating to Plaintiff's claim under PAGA, \$150,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$50,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked as an hourly-paid or non-exempt employee at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former hourly paid or non-exempt employees who worked for Liberty Residential Services, Inc., Liberty Healthcare Corporation, or Liberty Healthcare of California, Inc in California at any time during the period beginning March 11, 2021 through August 15, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen percent (15%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-five percent (85%) of each Individual Settlement Payment is allocated to penalties and interest ("Penalty and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all the claims asserted or that could have been alleged based on the facts pleaded in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" mean all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") based on the claims asserted or that could have been alleged based on the facts pleaded in the operative complaints and any amendments thereto, along with the PAGA Notice and Amended PAGA Notice sent by Plaintiff, that occurred during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have << ____ >> Workweeks worked during the Class Period (April 21, 2018 through August 15, 2024).

Based on this information, your estimated **Individual Settlement Payment** is << ____ >>.

Defendants' records reflect that you have << ____ >> pay periods worked during the PAGA Period (March 11, 2021 through August 15, 2024).

Based on this information, your estimated **Aggrieved Employee Payment** is << ____ >>.

These calculations are based on the workweeks in which you were an hourly-paid or non-exempt employee during the Class Period and PAGA Period. If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action, LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is [REDACTED]; Tel: [REDACTED]. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Natali Amaya v. Liberty Residential Services, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00014913-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____ or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Natali Amaya v. Liberty Residential Services, et al.*, **San Diego County Superior Court, Case No. 37-2022-00014913-CU-OT-CTL**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is [REDACTED]; Tel: [REDACTED].

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Ste 3600
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Philip.Duclos@Jacksonlewis.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Diego County Superior Court, Department C-65, located at 330 West Broadway, San Diego, CA 92101 before Judge Robert C. Longstreth. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Natali Amaya v. Liberty Residential Services, et al., San Diego County Superior Court, Case 37-2022-00014913*, Settlement Administrator, [Settlement Admin address] c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator’s website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall distribute all funds represented by such uncashed checks, plus any interest accrued thereon, as set forth in California Code of Civil Procedure Section 384, as amended. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.