

1 **CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 This Class Action and PAGA Settlement and Release (“Settlement,” “Agreement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Joanna Ramirez (“Plaintiff”),
4 individually, on behalf of all others similarly situated, and on behalf of the State of California with
5 respect to PAGA Employees pursuant to the Private Attorneys General Act, and Defendant The Village
6 Family Services, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”
7 and individually they are referred to as “Party”).

8 This Class Action and PAGA Settlement and Release shall be binding on Plaintiff, Settlement
9 Class Members (as defined herein), the State of California with respect to PAGA Employees (as defined
10 herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On January 9, 2024, Plaintiff provided notice by electronic upload to the Labor and
13 Workforce Development Agency and written notice by certified mail to Defendant of Plaintiff’s intent to
14 pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendant’s
15 alleged violations of the California Labor Code (“PAGA Notice”). On March 21, 2024, Plaintiff filed a
16 Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California
17 Labor Code § 2698, *Et Seq.* (“Complaint”), thereby commencing a putative class action and PAGA
18 representative action entitled *Joanna Ramirez v. The Village Family Services, Inc., et al.*, in the Superior
19 Court of California for the County of Los Angeles, Case No. 24STCV07214 (“Action”) against Defendant
20 for alleged violations of the California Labor Code.

21 2. Defendant denies all material allegations set forth in the Complaint in the Action and has
22 asserted numerous affirmative defenses in the case. Notwithstanding, in the interest of avoiding further
23 litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the
24 Released PAGA Claims.

25 3. Class Counsel diligently investigated the claims against Defendant, including any and all
26 applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of
27 information, data, and documents, and review of Defendant’s employment and operations policies,
28 practices, and procedures.

1 necessary for the Settlement Administrator to calculate Workweeks (as defined herein).

2 d. “Class Member(s)” or “Class” means all current and former non-exempt
3 employees employed by Defendant within the State of California at any time during the Class Period.
4 Defendant represents that the number of Class Members is approximately 186 individuals, as of March
5 10, 2025.

6 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
7 form attached as “**Exhibit A.**”

8 f. “Class Period” means the time period from March 21, 2020 through June 8, 2025,
9 or, if applicable, the Alternate Class Period End Date, pursuant to Paragraph 36.

10 g. “Class Representative” or “Plaintiff” mean Joanna Ramirez.

11 h. “Class Settlement” means the settlement and resolution of all Released Class
12 Claims.

13 i. “Court” means the Superior Court of California for the County of Los Angeles.

14 j. “Defendant” means The Village Family Services, Inc.

15 k. “Defendant’s Counsel” means Erin R. Ezra of Berger Kahn, A Law Corporation.

16 l. “Effective Date” means the later of: (a) the entry of the Final Approval Order and
17 Judgment, assuming no Objections are made; (b) the last day on which any appeal might be filed with
18 respect to the Final Approval Order and Judgment, assuming no appeal is filed; or (c) the date of
19 successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including
20 expiration of any time to seek reconsideration or further review.

21 m. “Employer Taxes” means the employers’ share of taxes and contributions in
22 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
23 in addition to the Gross Settlement Amount.

24 n. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition
25 of Plaintiff’s efforts and work in prosecuting the Action.

26 o. “Final Approval” means the determination by the Court that the Settlement is fair,
27 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 p. “Final Approval Hearing” means the hearing at which the Court will consider and

1 determine whether the Settlement should be granted Final Approval.

2 q. “Individual PAGA Payment(s)” means the *pro rata* share of the PAGA Employee
3 Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated
4 in accordance with Paragraph 15.

5 r. “Individual Settlement Payment(s)” means the net payment of each Settlement
6 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
7 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
8 Paragraph 14.

9 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
10 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
11 accordance with Paragraph 14.

12 t. “LWDA Payment” means the amount of Fifteen Thousand Dollars and Zero Cents
13 (\$15,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor
14 and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph
15 13.

16 u. “Gross Settlement Amount” means the amount of Four Hundred and Thirty-Seven
17 Thousand Five Hundred Dollars and Zero Cents (\$437,500.00) to be paid by Defendant in full resolution
18 of all Released Class Claims, Released PAGA Claims, and the Action provided for under the Class
19 Settlement and PAGA Settlement, which includes all Attorneys’ Fees and Costs to be paid to Class
20 Counsel, Enhancement Payment to be paid to Plaintiff, PAGA Amount to be paid to the LWDA and
21 PAGA Employees, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement
22 Administration Costs to be paid to the Settlement Administrator. Defendant shall pay the Employer Taxes
23 in addition to the Gross Settlement Amount. The Gross Settlement Amount may increase to the extent
24 provided in Paragraph 36.

25 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount less
26 the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and
27 Attorneys’ Fees and Costs.

28 w. “Objection” means a Class Member’s written objection to the Class Settlement,

1 which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member's
2 full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c)
3 contain a written statement of all grounds for the objection accompanied by any legal and factual support
4 for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection
5 is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked
6 on or before the Response Deadline.

7 x. "PAGA Amount" means the allocation of Twenty Thousand Dollars and Zero
8 Cents (\$20,000.00) from the Gross Settlement Amount as civil penalties pursuant to the Private
9 Attorneys General Act, California Labor Code section 2698 *et seq.*, for the settlement and resolution of
10 the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Amount, or Fifteen Thousand
11 Dollars and Zero Cents (\$15,000.00), will be paid to the LWDA (i.e., the LWDA Payment) and the
12 remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be
13 distributed to PAGA Employees (i.e., the PAGA Employee Amount).

14 y. "PAGA Employees" means all current and former non-exempt employees
15 employed by Defendant within the State of California at any time during the PAGA Period.

16 z. "PAGA Employee Amount" means the amount of Five Thousand Dollars and Zero
17 Cents (\$5,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata*
18 basis based on their Workweeks during the PAGA Period.

19 aa. "PAGA Period" means the time period from February 17, 2022 through June 8,
20 2025, or, if applicable, the Alternate PAGA Period End Date pursuant to Paragraph 35.

21 bb. "PAGA Settlement" means the settlement and resolution of Released PAGA
22 Claims.

23 cc. "Parties" means Plaintiff and Defendant, collectively, and "Party" means any of
24 the Plaintiff or Defendant.

25 dd. "Preliminary Approval" means entry of the Court order granting preliminary
26 approval of the Settlement Agreement.

27 ee. "Released Class Claims" means all claims under state, federal, or local law,
28 arising out of the claims expressly pleaded in the Action and all other claims, such as those under the

1 California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been
2 asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor
3 Code sections 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under
4 Labor Code sections 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums
5 under Labor Code section 226.7; (4) failure to pay minimum wages under Labor Code sections 1194, et
6 seq.; (5) failure to timely pay wages upon termination under Labor Code section 203; (6) failure to
7 timely pay wages during employment under Labor Code sections 204, 210; (7) failure to provide
8 accurate, itemized wage statements under Labor Code section 226; (8) failure to keep requisite payroll
9 records under Labor Code section 1174(d); (9) failure to reimburse business expenses under Labor Code
10 sections 2800, 2802; and (10) violation of California’s unfair competition law under Business and
11 Professions Code section 17200, et seq.

12 ff. “Released PAGA Claims” means all claims for civil penalties under the Private
13 Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA
14 Notice and Complaint in the Action or that reasonably could have been alleged based on the factual
15 allegations in the PAGA Notice and Complaint in the Action, arising during the PAGA Period, against
16 any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201,
17 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802,
18 and applicable Industrial Welfare Commission Wage Orders for failure to pay all overtime wages due;
19 failure to provide compliant meal periods and associated premiums; failure to provide compliant rest
20 periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely
21 during employment, failure to pay all wages timely at the time of termination; failure to provide
22 complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records;
23 and failure to reimburse business expenses.

24 gg. “Released Parties” means Defendant The Village Family Services, Inc. and its
25 parents, predecessors, successors, affiliates, subsidiaries, officers, directors, members, agents,
26 employees, insurers, and stockholders.

27 hh. “Request for Exclusion” means a Class Member’s written letter indicating a
28 request to be excluded from the Class Settlement, which must: (a) contain the case name and number of

1 the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last
2 four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class
3 Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement
4 Administrator at the specified address, postmarked on or before the Response Deadline.

5 ii. “Response Deadline” means the deadline by which Class Members must submit
6 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
7 five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator,
8 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
9 extended to the next day on which the U.S. Postal Service is open; in the event that a Class Notice is re-
10 mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen
11 (15) calendar days from the initial Response Deadline.

12 jj. “Settlement Administrator” means Apex Class Action LLC or any other third-
13 party class action settlement administrator agreed to by the Parties and approved by the Court for
14 purposes of administering this Settlement. The Parties and their counsel each represent that they do not
15 have any financial interest in the Settlement Administrator or otherwise have a relationship with the
16 Settlement Administrator that could create a conflict of interest.

17 kk. “Settlement Administration Costs” means the costs payable from the Gross
18 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
19 Settlement, as set forth in Paragraph 12.

20 ll. “Settlement Class Members” or “Settlement Class” means all Class Members who
21 do not submit a timely and valid Request for Exclusion.

22 mm. “Workweeks” means the number of weeks each Class Member performed work
23 for Defendant as a non-exempt, hourly paid employee in California during the Class Period, which will
24 be calculated by the Settlement Administrator, based on actual hours worked by Class Members during
25 the Class Period.

26 nn. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-
27 printed information on the Class Notice as to the number of Workweeks credited to them, which must:
28 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,

signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

7. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

8. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under California Code of Civil Procedure section 382. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate as to any of the claims asserted by Plaintiff against Defendant in a non-settlement context.

TERMS OF AGREEMENT

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

9. Funding and Disbursement of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendant will make a one-time deposit of the Gross Settlement Amount and Employer Taxes into the settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator). The

1 Settlement Administrator will also undertake filings and remittances in connection with the employee's
2 share of taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are
3 necessary for administration of the Settlement.

4 10. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
5 attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., up to \$145,833.33 if the
6 Gross Settlement Amount is \$437,500.00) and reimbursement of actual costs and expenses associated
7 with Class Counsel's litigation and settlement of the Action, supported by declaration, in an amount not
8 to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both of which will be paid from the
9 Gross Settlement Amount subject to Court approval. These amounts will cover any and all work
10 performed and any and all costs incurred by Class Counsel in connection with the litigation and
11 settlement of the Action, including without limitation all work performed and costs incurred to date,
12 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
13 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
14 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
15 compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the
16 requested Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement
17 Amount for the benefit of Settlement Class Members.

18 11. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the
19 Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement
20 Payment to Plaintiff in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00). The
21 Enhancement Payment, which will be paid from the Gross Settlement Amount subject to Court approval,
22 will be in addition to any Individual Settlement Payment and Individual PAGA Payment (if applicable)
23 that Plaintiff is eligible to receive pursuant to the Settlement. The Settlement Administrator will issue
24 an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally
25 responsible for correctly characterizing this compensation for tax purposes and for paying any and all
26 taxes on the amounts received. Should the Court not approve the Enhancement Payment to Plaintiff, or
27 approve it in an amount that is less than that set forth above, Plaintiff shall not have the right to revoke
28 this Agreement, and it will remain binding, and the difference between the amount approved by the

1 Court (if any) and the amount allocated toward the Enhancement Payment will be part of the Net
2 Settlement Amount for the benefit of Settlement Class Members.

3 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
5 which is currently estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00). These
6 costs, which will be paid from the Gross Settlement Amount subject to Court approval, will include,
7 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and
8 other documents for the Settlement, calculating and distributing payments due under the Settlement,
9 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
10 remittances, providing necessary reports and declarations, and other duties and responsibilities set forth
11 herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement
12 Administration Costs are greater than the estimated amount stated herein, such excess amount will be
13 deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the
14 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to
15 fulfill payment to the Settlement Administrator, to undertake the requirement settlement administration
16 duties, will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

17 13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
18 \$20,000.00 from the Gross Settlement Amount will be allocated toward civil penalties under the Private
19 Attorneys General Act, California Labor Code section 2698, *et seq.* (i.e., the PAGA Amount), of which
20 seventy-five percent (75%), or Fifteen Thousand Dollars and Zero Cents (\$15,000.00), will be paid to
21 the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, Five Thousand Dollars and
22 Zero Cents (\$5,000.00), will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on
23 a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

24 14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated
25 and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks
26 during the Class Period, as follows:

27 a. After Preliminary Approval of the Settlement, the Settlement Administrator will
28 divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class

1 Period to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual
2 Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated
3 Individual Settlement Share.

4 b. After Final Approval of the Settlement, the Settlement Administrator will divide
5 the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class
6 Period to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual
7 Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual
8 Settlement Share.

9 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
10 and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of
11 Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA
12 Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA
13 Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA
14 Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield
15 his or her Individual PAGA Payment.

16 16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
17 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
18 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
19 shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional
20 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
21 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
22 Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits
23 or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the
24 Individual Settlement Payments and Individual PAGA Payments provided for in this Agreement are the
25 sole payments to be made by Defendant to the Settlement Class Members and PAGA Employees in
26 connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or
27 compensation plan document that might have been in effect during the Class Period).

28 17. Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code

1 section 2699(1)(2), Class Counsel will submit a copy of this Settlement Agreement to the LWDA at the
2 same time that it is submitted to the Court for preliminary approval.

3 18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
4 Approval, Defendant will provide the Class List to the Settlement Administrator.

5 19. Notice by First-Class U.S. Mail.

6 a. Within fourteen (14) calendar days after receiving the Class List from Defendant,
7 the Settlement Administrator will perform a search based on the United States Postal Service's National
8 Change of Address Database or any other similar services available, such as provided by Experian, for
9 information to update and correct for any known or identifiable address changes, and will mail a Class
10 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all
11 Class Members via U.S. mail, using the most current, known mailing addresses identified by the
12 Settlement Administrator.

13 b. With respect to Class Notices that are returned as undeliverable on or before the
14 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
15 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

16 c. Dispute Regarding Workweeks. The Class Notice will include the procedure by
17 which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a
18 timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be
19 the exclusive means to determine whether a dispute has been timely submitted. Absent evidence
20 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to
21 be credited to a disputing Class Member, Defendant's records will be presumed correct and
22 determinative of the dispute. The Settlement Administrator will evaluate the information and/or
23 documents submitted by the Class Member and the Settlement Administrator will resolve and determine
24 the number of Workweeks that the disputing Class Member should be credited with under the
25 Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

26 20. Settlement Checks.

27 a. The Settlement Administrator will be responsible for undertaking appropriate
28 deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to

1 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
2 Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement
3 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
4 check if the intended recipient for both payments is one individual.

5 b. The Settlement Administrator shall remit and report the applicable portions of the
6 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
7 Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent
8 necessary to determine the amount of the payroll tax payment required

9 c. Each Individual Settlement Payment check and Individual PAGA Payment check
10 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
11 issuance, and thereafter, shall be canceled. For any Class Member whose Individual Settlement
12 Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
13 Settlement Administrator shall transmit the funds represented by such checks to the Children's Hospital
14 of Los Angeles, a non-profit Cy Pres, thereby leaving no "unpaid residue" subject to the requirements
15 of California Code of Civil Procedure §384(b).

16 d. The Settlement Administrator shall undertake amended and/or supplemental tax
17 filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated
18 due to the cancelation of any Individual Settlement Payment or Individual PAGA Payment checks.
19 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
20 nevertheless, be bound by this Settlement Agreement and the Final Approval Order and Judgment will
21 have claim preclusive impact with respect to them and all Settlement Class Members with respect to the
22 Class Settlement. The Final Approval Order and Judgment will have claim preclusive impact on the
23 PAGA Employees with respect to the PAGA Settlement irrespective of whether their Individual PAGA
24 Payment checks are canceled.

25 21. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member
26 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
27 to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark
28 on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion

1 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
2 Defendant's Counsel, the number of timely and valid Requests for Exclusion that were submitted, and
3 also identify the individuals who submitted them, in a declaration that is to be filed with the Court in
4 advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request
5 for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
6 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not
7 be issued an Individual Settlement Payment. All PAGA Employees will be bound by the PAGA
8 Settlement and will be issued an Individual PAGA Payment, irrespective of whether they submit a
9 Request for Exclusion.

10 22. Procedures for Objecting to the Class Settlement. Class Members who have not opted
11 out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement. To
12 object to the Class Settlement, Settlement Class Members must submit a timely and complete Objection
13 to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be
14 signed by the Settlement Class Member and contain all information required by Paragraph 6.w. of this
15 Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the
16 Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise
17 encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval
18 Order and Judgment. Settlement Class Members may also present their objection orally at the Final
19 Approval Hearing, irrespective of whether they submit a written Objection. The Settlement
20 Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were
21 timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in
22 advance of the Final Approval Hearing.

23 23. Reports by the Settlement Administrator Regarding Settlement Administration. The
24 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
25 certifies: (a) the number of Class Members who have submitted Workweeks Disputes; (b) the number
26 of Class Members who have submitted timely and valid Requests for Exclusion; (c) the number of Class
27 Members who have submitted timely and complete Objections; (d) the number of undeliverable Class
28 Notices; and (e) the number of re-mailed Class Notices. Additionally, the Settlement Administrator will

1 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
2 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
3 an individual or any other entity regarding inclusion in the Class and/or Settlement.

4 24. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to the
6 Court and counsel for all Parties.

7 25. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
8 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
9 (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
10 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
11 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
12 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
13 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
14 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
15 withholdings). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
16 penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

17 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
18 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class
19 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
20 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
21 payroll taxes, contributions, and withholdings to the appropriate government authorities.

22 27. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
23 intend anything contained in this Settlement Agreement, the Class Notice, or any other communications
24 to Class Members or PAGA Employees regarding the Settlement to constitute advice regarding taxes or
25 taxability, nor shall anything in this Settlement Agreement, the Class Notice, or any other
26 communication regarding the Settlement be relied on as such. Plaintiff, Settlement Class Members, and
27 PAGA Employees understand and agree that, except with respect to Employer Taxes, they will be solely
28 responsible for correctly characterizing any compensation received under the Settlement on their

1 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under
2 the Settlement.

3 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
4 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
5 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
6 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
7 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
8 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
9 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
10 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
11 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
12 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
13 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
14 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
15 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
16 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
17 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
18 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
19 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
20 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
21 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
22 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
25 BY THIS SETTLEMENT AGREEMENT.

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

1 of action or right herein released and discharged.

2 30. Class Settlement Release. Upon the Effective Date and full funding of the Gross
3 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for
4 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released,
5 settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class
6 Claims.

7 31. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
8 Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and PAGA
9 Employees will be deemed to have fully, finally, and forever released, settled, compromised,
10 relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to
11 Plaintiff and the PAGA Employees.

12 32. General Release of Claims by Plaintiff. In addition to the above releases of claims, upon
13 the Effective Date and full funding of the Gross Settlement Amount, Plaintiff will be deemed to have
14 fully released and discharged the Released Parties of and from all claims arising from their employment
15 with Defendant, separation of employment from Defendant, and any acts that have or could have been
16 asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under
17 any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor
18 Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of
19 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations
20 Code, California Business and Professions Code, California Fair Employment and Housing Act,
21 California Constitution (all as amended), and law of contract and tort, as well as for discrimination,
22 harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation,
23 emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and
24 costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims
25 released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and
26 benefits available under California Civil Code section 1542, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
28 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

1 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
2 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
4 known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle
5 fully and release all claims Plaintiff now has against the Released Parties, whether known or unknown,
6 suspected or unsuspected, upon the Effective Date and full funding of the Gross Settlement Amount.
7 Notwithstanding the above, this general release by Plaintiff shall not extend to claims for workers'
8 compensation benefits, claims for unemployment benefits, or other claims that may not be released by
9 law.

10 33. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

11 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
12 Plaintiff's motion for preliminary approval of the Settlement, and submit this Settlement Agreement to
13 the Court in support of said motion. Defendant agrees not to oppose the motion for preliminary approval
14 of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for
15 the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the
16 Parties, seeking the following:

- 17 a. Conditionally certifying the Class for settlement purposes only;
- 18 b. Granting Preliminary Approval of the Settlement;
- 19 c. Preliminarily appointing Plaintiff as representative of the Class;
- 20 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 21 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
22 Notice and directing its mailing to the Class by U.S. Mail;
- 23 f. Approving the manner and method for Class Members to request exclusion from
24 or object to the Class Settlement as contained herein and within the Class Notice; and
- 25 g. Scheduling a Final Approval Hearing at which the Court will determine whether
26 the Settlement should be finally approved as fair, reasonable, and adequate.

27 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
28 the Response Deadline, and with the Court's permission, a hearing will be conducted on Plaintiff's

1 motion for final approval of the Settlement (i.e., the Final Approval Hearing), to determine whether
2 Final Approval of the Settlement should be granted, along with the amounts properly payable for
3 Individual Settlement Payments, Individual PAGA Payments, LWDA Payment, Attorneys' Fees and
4 Costs, Enhancement Payment, and Settlement Administration Costs. By way of said motion, Plaintiff
5 will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval
6 Order and Judgment"), which will provide for, in substantial part, the following:

- 7 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
8 consummation of its terms and provisions;
- 9 b. Certification of the Settlement Class;
- 10 c. Appointment of Plaintiff as representative of the Settlement Class;
- 11 d. Appointment of Class Counsel as counsel for the Settlement Class;
- 12 e. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 13 f. Approval of the application for Enhancement Payment to Plaintiff;
- 14 g. Directing Defendant to fund all amounts due under the Settlement Agreement and
15 ordered by the Court; and
- 16 h. Entering judgment in this Action, while maintaining continuing jurisdiction to
17 implement the Settlement, in conformity with California Rules of Court 3.769 and the Settlement
18 Agreement.

19 35. Effects of Termination of the Settlement. In the event that the Settlement Agreement is
20 not approved by the Court, such a development shall have the following effects:

- 21 a. The Settlement Agreement and all negotiations, statements, and proceedings
22 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
23 to their respective positions in the Actions prior to the execution of the Settlement Agreement;
- 24 b. Neither this Settlement Agreement, nor any ancillary documents, actions,
25 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
26 shall be offered into evidence in the Actions or any other action for any purpose whatsoever; and
- 27 c. Any documents generated to bring the Settlement into effect, will be null and
28 void, and any order entered by the Court in furtherance of this Settlement Agreement will likewise be

1 treated as void from the beginning.

2 36. Escalator Clause. Defendant represents that, during the period from March 21, 2020
3 through June 8, 2025, there are 17,543 Workweeks for the Class Members. If it is determined that the
4 total number of Workweeks exceed 17,543 by more than ten percent (10%) (i.e. exceeds 19,297), then
5 the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in
6 the number of Workweeks above 19,297 Workweeks (e.g., if the threshold of 19,297 Workweeks is
7 exceeded by 1%, the Gross Settlement Amount will increase by 1%). Alternatively, prior to Class
8 Notices being sent to Class Members, Defendant may elect to end the Class Period on the date the ten
9 percent (10%) threshold was reached (i.e., the date on which the Workweeks total reached 19,297
10 Workweeks) and such date shall be referred to as the “Alternate Class Period End Date.” In the event
11 that Defendant elects to end the Class period on the Alternate Class Period End Date, Defendant must
12 inform Class Counsel and the Settlement Administrator at least five (5) days before the Settlement
13 Administrator’s deadline to send out Class Notices to Class Members. In the event that Defendant
14 chooses to end the Class period on the Alternate Class Period End Date, then, the PAGA Period will
15 also end on the Alternate Class Period End Date (and such date shall be referred to as the “Alternate
16 PAGA Period End Date”).

17 37. Continuing Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
18 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
19 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
20 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
21 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

22 38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
23 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
24 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

25 39. Limitation on Publicity. Plaintiff and Class Counsel agree not to issue press releases and
26 engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate
27 the terms of the Settlement and respond to inquiries received from Class Members and PAGA
28 Employees. However, for the limited purpose of allowing Class Counsel to prove their experience and

1 adequacy as class counsel in other actions, Class Counsel may reference the Settlement in the Actions
2 for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and
3 submissions required to be made to the LWDA in conformity with PAGA.

4 40. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
5 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
6 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section
7 1625 and California Code of Civil Procedure section 1856(a), and any other provisions of state or federal
8 law, which provide that a written agreement is to be construed according to its terms and may not be
9 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
10 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. This
11 Settlement Agreement contains the entire agreement between the Parties relating to the settlement and
12 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
13 representations, and statements, whether oral or written and whether by a Party or such Party's legal
14 counsel, are merged herein.

15 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
16 Actions (including, and not limited to, the deadline to bring the Actions to trial under California Code
17 of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
18 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

19 42. Amendment and Waiver. The Parties may not waive, amend, or modify any provision of
20 this Settlement Agreement except by written agreement signed by counsel for the Parties, and subject
21 to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
22 will not constitute a waiver of any other provision.

23 43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
25 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
26 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
27 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
28 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement

1 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
2 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
3 provisions that otherwise might apply under state or federal law.

4 44. Signatories. It is agreed that because the members of the Class are so numerous, it is
5 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
6 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
7 Class Members, and the release shall have the same force and effect as if this Settlement Agreement
8 were executed by each Settlement Class Member.

9 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
10 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 46. California Law Governs. All terms of this Settlement Agreement and attached exhibits
12 hereto will be governed by and interpreted according to the laws of the State of California.

13 47. Execution and Counterparts. This Settlement Agreement is subject only to the execution
14 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
15 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
16 signature page, will be deemed to be one and the same instrument.

17 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
18 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, Released Class
19 Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations
20 and in the context of adversarial litigation, taking into account all relevant factors, present and potential.
21 The Parties further acknowledge that they are each represented by competent counsel and that they have
22 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this
23 Settlement Agreement. In addition, if necessary to obtain Court approval of the Settlement, the Mediator
24 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the
25 Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the
26 Settlement is objectively fair and reasonable.

27 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

1 possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement
2 valid and enforceable.

3 50. Cooperation. By signing this Settlement Agreement, the Parties are hereby bound by the
4 terms herein and agree to fully cooperate to implement the Settlement.

5 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
6 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
7 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
8 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
9 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any
10 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
11 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
12 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
13 admission or concession by Defendant of any such violations or failures to comply with any applicable
14 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
15 Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or
16 proceeding to establish any liability or admission on the part of Defendant or to establish the existence
17 of any condition constituting a violation of, or a non-compliance with state, federal, local, or other
18 applicable law.

19 52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
20 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
21 provisions of this Settlement Agreement.

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

27 54. Representation by Counsel. The Parties acknowledge that they have been represented by
28 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that

1 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
2 full by the Parties with the assistance of their respective counsel.

3 55. All Terms Subject to Final Court Approval. All amounts and procedures described in
4 this Settlement Agreement herein will be subject to final Court approval.

5 56. Notices. All notices, demands, and other communications to be provided concerning this
6 Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below,
7 or such other addresses as either Party may designate in writing from time to time:

<p>8 <u>To Plaintiff and Class Counsel:</u> 9 Harut Voskanyan, Esq. 10 VOSKANYAN LAW FIRM, PC 11 303 N. Glenoaks Blvd., Suite 200 12 Burbank, California 91502 13 Harout Messrelian, Esq. 14 MESSRELIAN LAW INC. 15 550 N. Central Ave., Suite 840 16 Glendale, California 91203</p>	<p>8 <u>To Defendant:</u> 9 Erin R. Ezra, Esq. 10 <u>BERGER KAHN, A LAW CORPORATION</u> 11 <u>1 Spectrum Pointe Drive, Suite 340</u> 12 <u>Lake Forest, CA 92630</u></p>
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15 57. Final Approval Order and Judgment. The Parties shall provide the Settlement
16 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
17 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
18 sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized
19 notice of the Final Approval Order and Judgment to the Class will be required.

20 58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
21 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
22 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
23 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
24 document needed to implement the Settlement Agreement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the
26 assistance of the Mediator and then the Court to resolve such disagreement.

27 ///

28 ///

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

3 **IT IS SO AGREED.**

4 **PLAINTIFF JOANNA RAMIREZ**

5 Dated: 06/27/2025

6 
Joanna Ramirez (Jun 27, 2025 16:23 PDT)
Joanna Ramirez, Plaintiff

8 **DEFENDANT THE VILLAGE FAMILY SERVICES, INC.**

10 Dated: 07 / 16 / 2025

11 
Full Name: Hugo Villa
12 Title: CEO
13 On behalf of Defendant The Village Family Services, Inc.

14 **APPROVED AS TO FORM:**

15 **VOSKANYAN LAW FIRM, PC**

17 Dated: 06/27/2025

16 
18 Harut Voskanyan
Attorneys for Plaintiff and Proposed Class Counsel

20 **MESSRELIAN LAW INC.**

21 Dated: 7-1-25

22 
Harout Messrelian
Attorneys for Plaintiff and Proposed Class Counsel

24 **BERGER KAHN**

26 Dated: 7/17/25

25 
Erin R. Ezra
Attorneys for Defendant The Village Family Services, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Joanna Ramirez v. The Village Family Services, Inc.

Superior Court of California for the County of Los Angeles, Case No. 24STCV07214

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Joanna Ramirez ("Plaintiff") and Defendant The Village Family Services, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles County Superior Court, Case No. 24STCV07214 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from March 21, 2020 through June 8, 2025.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"**PAGA Employees**" means all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from February 17, 2022 through June 8, 2025.

II. BACKGROUND OF THE ACTION

On January 9, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("LWDA Letter"). On March 21, 2024, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Los Angeles County Superior Court, Case No. 24STCV07214.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Settlement Administrator] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Joanna Ramirez as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Harut Voskanyan, Esq.
Voskanyan Law Firm, PC
303 N. Glenoaks Blvd., Suite 200
Burbank, CA 91502
Telephone: 213-296-2681 / Fax: 213-296-2691

Harout Messrelian, Esq.
Messrelian Law, Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203
Telephone: 818-484-6531 / Fax: 818-956-1983

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in **Sections III and IV below**. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$437,500.00 (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to one-third (1/3) of the Gross Settlement Amount (i.e., \$145,833.33 if the Gross Settlement Amount remains \$437,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$40,000.00 (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount up to \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to \$9,000.00 to the Settlement Administrator; and (4) the amount of \$20,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Amount”). The PAGA Amount will be distributed 75% (\$15,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$5,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed work for Defendant as a non-exempt, hourly paid employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to arrive at each Class Members’ Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in **Section III.C** below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 10% wages, which will be reported on an IRS Form W-2, and 90% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the **PAGA Employee Amount (“Individual PAGA Payment”)**, based on the number of **Workweeks of each PAGA Employee during the PAGA Period**. The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount,

by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to arrive at each PAGA Employee’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in **Section III.C** below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From March 21, 2020 through **June 8, 2025, (i.e., Class Period), you are credited with << _____ >> Workweeks.**

From **February 17, 2022 through June 8, 2025, (i.e., PAGA Period), you are credited with << _____ >> Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles Superior Court Case No. 24STCV07214); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in **Section IV.B** below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<< _____ >>. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<< _____ >>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code sections 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code sections 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code section 226.7; (4) failure to pay minimum wages under Labor Code sections 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code section 203; (6) failure to timely pay wages during employment under Labor Code sections 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code section 226; (8) failure to keep requisite payroll records under Labor Code section 1174(d); (9) failure to reimburse business expenses under Labor

Code sections 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code section 17200, et seq.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged in the PAGA Notice and Complaint in the Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Complaint in the Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including inter alia sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

“Released Parties” means Defendant The Village Family Services, Inc. and its parents, predecessors, successors, affiliates, subsidiaries, officers, directors, members, agents, employees, insurers, and stockholders.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3%) of the Gross Settlement Amount (i.e., an amount of up to \$145,833.33 if the Gross Settlement Amount is \$437,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to \$40,000.00 (“Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, the State of California, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of \$10,000.00 (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed \$9,000.00 (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Employees are expected to occur within seven (7) calendar days after the funding of the Gross Settlement Amount.

“Effective Date” means the later of: (a) the entry of the Final Approval Order and Judgment, assuming no Objections are made; (b) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed; or (c) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section **III.D** above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles Superior Court Case No. 24STCV07214); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submitted a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Joanna Ramirez v. The Village Family Services, Inc.*, Los Angeles Superior Court Case No. 24STCV07214); (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (3) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department [Number/Letter] of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012, on <<date>>, at <<time>>, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://my.lacourt.org/laccwelcome>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.ca.gov/home>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at the Stanley Mosk Courthouse 111 N Hill St, Los Angeles, CA 90012, during business

hours, or online by visiting the following website: <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages/SearchCaseNumber> , and typing in the case number “24STCV07214.”

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.