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Weststar Property Management, Inc.

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

LEONOR JULISSA PEREIRA, individually,
on behalf of all others similarly situated, and
on behalf of the State of California and other
aggrieved persons,

Plaintiff,

vs.

WESTSTAR PROPERTY MANAGEMENT,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 24STCV26951

[Assigned for all purposes to: Hon. Laura A.
Seigle, Dept. 17]

**FIRST AMENDED CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made
2 by and between Plaintiff Leonor Julissa Pereira (“Plaintiff”) and Defendant Weststar Property
3 Management, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively
4 as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 The term “Action” herein includes: (1) Plaintiff’s Class Action and Private Attorney
7 General Act (“PAGA”) lawsuit alleging class action wage and hour violations and civil penalties
8 under PAGA against Defendant captioned *Leonor Julissa Pereira v. Weststar Property*
9 *Management, Inc.*, Case No. 24STCV26951, filed on October 15, 2024 in Los Angeles County
10 Superior Court, including any and all amended pleadings (the “Civil Action”); and (2) Plaintiff’s
11 written notice to the Labor and Workforce Development Agency (“LWDA”) dated June 20, 2024
12 and as amended on December 22, 2025, pursuant to California Labor Code Section 2699.3 of the
13 specific provisions of the California Labor Code alleged to have been violated by Defendant,
14 including any and all amended notices, LWDA-CM-1035043 (the “PAGA Notice”). The “Civil
15 Action” and any operative Complaint filed therein and the “PAGA Notice” are collectively
16 referred to herein as the “Action”.

17 1.2 “Administrator” means APEX Class Action Administration., the neutral entity the
18 Parties have agreed to appoint to administer the Settlement.

19 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
20 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
21 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
22 Approval of the Settlement.

23 1.4 “Aggrieved Employee” means all current or former hourly paid or non-exempt
24 employees of Defendant employed by Defendant in the state of California at any time during the
25 PAGA Period.

26 1.5 “Class” means all current or former hourly paid or non-exempt employees of Defendant
27 employed by Defendant in the state of California at any time during the Class Period.

28 1.6 “Class Counsel” means Arrash T. Fattahi, Arman A. Salehi, and Lisa B. Iturriaga of
Wilshire Law Firm, PLC.

1 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for
2 reimbursement of reasonable attorneys’ fees incurred to prosecute the Action and paid from the
3 Gross Settlement Amount (“GSA”), subject to Court approval. The Parties have agreed Plaintiff
4 will request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at
5 \$115,000.00 [One Hundred Fifteen Thousand Dollars and Zero Cents]).

6 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
7 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,
8 not to exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents) and paid from the
9 GSA, subject to Court approval.

10 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
11 including the Class Member’s name, last-known mailing address, Social Security number, and
12 number of Workweeks and PAGA Pay Periods.

13 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
14 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
15 Class Member who qualifies as an Aggrieved Employee).

16 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
17 current Class Member mailing addresses using all reasonably available sources, methods, and
18 means including, but not limited to, the National Change of Address database, skip traces, and
19 direct contact by the Administrator with Class Members.

20 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
21 Final Approval, to be mailed to Class Members in English in the form, without material variation,
22 attached as Exhibit A and incorporated by reference into this Agreement. The Class Notice shall
23 constitute notice to the Class pursuant to California Rule of Court, Rule 3.769(f) and, once
24 approved by the Court, shall be deemed compliant with California Rule of Court, Rule 3.766.

25 1.13 “Class Period” or “Class Settlement Period” means the period from June 20, 2020 to
26 May 7, 2025 (“Settlement Class Period”).

27 1.14 “Class Representative” means the named Plaintiff Leonor Julissa Pereira in the Action.
28

1 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
2 to the Class Representative for initiating the Action and providing services in support of the
3 Action, subject to Court approval.

4 1.16 “Court” means the Superior Court of California, County of Los Angeles.

5 1.17 “Defendant” means named Defendant WestStar Property Management, Inc.

6 1.18 “Defense Counsel” means Christine D. Baran and Kari E. Gibson of Fisher & Phillips
7 LLP.

8 1.19 “Effective Date” means the date when all of the following events have occurred: (1) the
9 Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court
10 has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the
11 Class Members, providing them with an opportunity to object to the terms of the Class Settlement
12 or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a
13 Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
14 entered a Final Approval Order and Judgment; and (6) in the event there are written objections
15 to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn
16 or denied, the later of the following events: five business days after the period for filing any
17 appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and
18 Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed,
19 or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order
20 and Judgment has been filed, five business days after any appeal, writ, or other appellate
21 proceedings opposing the Court’s Final Approval Order and Judgment has finally and
22 conclusively been dismissed with no right to pursue further remedies or relief.

23 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement in
24 the Action following the Final Approval Hearing.

25 1.21 “Final Approval Hearing” means the Court’s hearing(s) where it considers and
26 determines whether the Settlement should be granted based on the Motion for Final Approval of
27 the Settlement in the Action.

28 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
Approval of the Settlement in the Action and exhaustion of any appeal rights.

1 1.23 “Gross Settlement Amount” or “GSA” means \$345,000.00 (Three Hundred Forty-Five
2 Thousand Dollars and Zero Cents), which is the total and maximum amount Defendant agrees to
3 pay under the Settlement, in exchange for the release of claims. The Gross Settlement Amount
4 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
5 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment
6 and the Administrator’s Expenses.

7 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
8 the Net Settlement Amount calculated according to the number of Workweeks worked during the
9 Class Period in exchange for the Released Class Claims.

10 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35%
11 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
12 the PAGA Period in exchange for the Released PAGA Claims.

13 1.26 “Judgment” means the judgment entered by the Court based upon granting Final
14 Approval of the Settlement in the Action and exhaustion of any appeal rights.

15 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
16 entitled, under Labor Code section 2699, subd. (i).

17 1.28 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
18 under Labor Code section 2699, subd. (i).

19 1.29 “Net Settlement Amount” means the total amount of money available for payout to
20 Participating Class Members, which is the Gross Settlement Amount, less the following payments
21 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,
22 Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment, and the Administration Costs Payment. The remainder, or the Net Settlement
24 Amount, is the portion of the GSA that will be distributed to Participating Class Members as
25 Individual Class Payments.

26 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
27 Settlement by sending the Administrator a valid and timely Request for Exclusion.

28 1.31 “Operative Complaint” means the operative First Amended Class and Representative
Action Complaint that will be filed in the Civil Action.

1 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
2 worked for Defendant for at least one day during the PAGA Period.

3 1.33 “PAGA Period” means the period from April 19, 2023 to May 7, 2025.

4 1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

5 1.35 “PAGA Notice” means Plaintiff’s June 20, 2024 letter (as amended on December 22,
6 2025) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3,
7 subd.(a).

8 1.36 “PAGA Penalties” means the total amount of \$20,000.00 in PAGA civil penalties to be
9 paid from the Gross Settlement Amount, allocated 35% (\$13,000.00) to the Aggrieved Employees
10 and 65% (\$7,000.00) to the LWDA in settlement of PAGA claims.

11 1.37 “Participating Class Member” means a Class Member who does not submit a valid and
12 timely Request for Exclusion from the Settlement.

13 1.38 “Plaintiff” means Leonor Julissa Pereira, the named plaintiff in the Action.

14 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
15 Settlement in the Action.

16 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
17 below.

18 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph
19 5.3 below.

20 1.42 “Released Parties” means Defendant and its past, present, and future predecessors,
21 successors, officers, directors, shareholders, employees, property owners, landlords, insurers, and
22 agents.

23 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be
24 excluded from the Class Settlement containing (1) the case name and number of the Action; (2)
25 the name, address, and telephone number of the Class Member; (3) a statement that the Class
26 Member wishes to be excluded from the Settlement; (4) the signature of the Class Member; (5)
27 postmarked by the Response Deadline and mailed or delivered to the Settlement Administrator at
28 the address specified in the Class Notice. The Class Member may utilize the Request for

1 Exclusion Form, substantially similar to the form attached hereto as Exhibit B, subject to Court
2 approval.

3 1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
4 Class Members and Aggrieved Employees and shall be the last date on which Class Members
5 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
6 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after
7 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
8 calendar days beyond the Response Deadline has expired.

9 1.45 "Settlement" means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.46 "Workweek" means any week during which a Class Member worked for Defendant for
12 at least one day, during the Class Period.

13 **2. RECITALS.**

14 2.1 On June 20, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the
15 LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA
16 (LWDA-CM-1035043-24). After the 65-day statutory period passed, Plaintiff filed the Civil
17 Action.

18 2.2 On October 15, 2024, Plaintiff filed a Class and Representative Action Complaint
19 alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time
20 Wages (Cal. Labor Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages
21 (Cal. Labor Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Labor Code §§
22 226.7 and 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Labor Code § 226.7); (5)
23 Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226); (6) Failure to
24 Indemnify Employees for Expenditures (Cal. Labor Code § 2802); (7) Unfair Business Practices
25 (Cal. Business & Professions Code §§ 17200, *et seq.*); and (8) Civil Penalties Under PAGA
26 pursuant to Labor Code § 2699, *et seq.*

27 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the
28 laws identified in the Action, and denies any and all liability for the causes of action alleged in
the Action.

1 2.4 On April 7, 2025, the Parties participated in an all-day mediation presided over by
2 mediator Jason Marsili, Esq. With the help of Mr. Marsili, the Parties were able to reach an
3 agreement on general settlement terms. The Parties memorialized their agreement in a
4 Memorandum of Understanding signed on June 11, 2025.

5 2.5 On December 22, 2025, Plaintiff gave further notice to the LWDA and Defendant that
6 Plaintiff intended to add additional claims under Labor Code sections 201, 202, 203, 204, 210,
7 221, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194,
8 1194.2, 1197, 1198, 1199, 2802, provisions of the Industrial Welfare Commission Wage Order(s),
9 and California Business & Professions Code § 17200 *et seq.*

10 2.6 For settlement purposes only, Plaintiff will file a First Amended Complaint adding
11 additional claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 226.8,
12 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199,
13 2802, provisions of the Industrial Welfare Commission Wage Order(s), and California Business
14 & Professions Code § 17200 *et seq.* (the “Operative Complaint”). This Settlement is contingent
15 upon Preliminary and Final Approval. If the Settlement does not become final and Effective, for
16 whatever reason, the fact that Defendant was willing to stipulate to the inclusion of additional
17 claims shall not be admissible as evidence that Defendant engaged in any alleged violations of
18 the laws.

19 2.7 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
20 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a
21 representative sampling of time and payroll data for Class Members and the necessary policy
22 documents through informal discovery to properly evaluate the strengths and weakness of the
23 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient
24 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
25 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
26 130 (2008) (“*Dunk/Kullar*”).

27 2.8 The Court has not granted class certification because the Parties engaged in mediation
28 before any class certification.

1 2.9 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
2 other pending civil matters or actions pending in state court asserting claims that will be
3 extinguished or affected by the Settlement. The Parties are aware that there is a pending
4 arbitration matter styled as a Class and PAGA action pending against Defendant. The Claimant
5 in that matter is Dakota Stagger (hereinafter the “Stagger Class and PAGA Action”). This
6 settlement will extinguish all class and PAGA claims asserted in the Stagger Class and PAGA
7 Action.

8 **3. MONETARY TERMS.**

9 3.1 Gross Settlement Amount. Defendant will pay \$345,000.00 (Three Hundred Forty-Five
10 Thousand Dollars and Zero Cents) to fully settle, resolve, and extinguish all claims asserted in
11 the Action as defined herein. The Gross Settlement Amount is non-reversionary and does not
12 include employer payroll taxes owed on the wage portions of the Individual Class Payments,
13 which Defendant will pay separately. Defendant has no obligation to pay the GSA or any payroll
14 taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
15 disburse the entire GSA without asking or requiring Participating Class Members or Class
16 Members to submit any claim form as a condition of payment. None of the GSA will revert to
17 Defendant.

18 3.2 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
19 Agreement and Final Approval of the Settlement by the Court, the Administrator will make and
20 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
21 the Court in the Final Approval:

22 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
23 of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any Individual
24 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
25 as a Participating Class Member. Defendant will not oppose Plaintiff’s request for a Class
26 Representative Service Payment that does not exceed this amount. As part of the motion for the
27 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
28 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class

1 Representative Service Payment less than the amount requested, Plaintiff shall not have the right
2 to revoke the Settlement, and it will remain binding. Released Parties shall not be responsible for
3 paying the difference between the amount requested and the amount awarded. The Administrator
4 will retain the remainder in the Net Settlement Amount to be distributed to Participating Class
5 Members. The Administrator will pay the Class Representative Service Payment using IRS Form
6 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
7 Representative Service Payment.

8 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
9 Gross Settlement Amount, which is currently estimated to be \$115,000.00 (One Hundred Fifteen
10 Thousand Dollars and Zero Cents) and a Class Counsel Litigation Expenses Payment for actual
11 costs, not to exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents). Defendant will
12 not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class
13 Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the
14 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
15 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
16 requested, it shall not result in the Agreement being void or Defendant being responsible for
17 paying the difference, and the Administrator will allocate the remainder to the Net Settlement
18 Amount for distribution to Participating Class Members. Released Parties shall have no liability
19 to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class
20 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
21 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
22 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
23 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
24 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
25 division or sharing of any of these Payments.

26 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$5,990.00
27 (Five Thousand Nine Hundred Ninety Dollars and Zero Cents) except for a showing of good
28 cause and as approved by the Court. To the extent the Administration Costs are less or the Court
approves payment of less than \$5,990.00, the Administrator will retain the remainder in the Net

1 Settlement Amount to be distributed to Participating Class Members and shall pay to itself from
2 the GSA whatever amount the Court awards. Neither Plaintiff nor Defendant shall be responsible
3 for paying the difference between the amount requested and the amount awarded.

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

8 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each
9 Participating Class Member's Individual Class Payment will be allocated to the Settlement of
10 wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
11 reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class
12 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
13 expense reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are
14 not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class
15 Members assume full responsibility and liability for any employee taxes owed on their Individual
16 Class Payment.

17 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
18 Class Payments. Non-Participating Class Members will not receive any Individual Class
19 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
20 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

21 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
22 \$20,000.00 (Twenty Thousand Dollars and Zero Cents) to be paid from the Gross Settlement
23 Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00)
24 allocated to the Individual PAGA Payments.

25 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
26 dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties of \$7,000.00 by
27 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
28 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA

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

3 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
4 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
5 Aggrieved Employees. The amount of the PAGA Penalties awarded by the Court is not a material
6 term of this Agreement and if the Court approves an amount for PAGA Penalties less than the
7 amount requested, or requests that the Parties allocate a greater amount of the GSA toward the
8 PAGA Penalties, it shall not result in the Agreement being void, in the GSA increasing and/or in
9 Defendant being responsible to pay the difference. The Administrator will report the Individual
10 PAGA Payments on IRS 1099 Forms.

11 4. SETTLEMENT FUNDING AND PAYMENTS.

12 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Defendant's estimate for the
13 number of Class Members, Workweeks, Aggrieved Employees and Pay Periods for the
14 Settlement Class Period at the time of mediation was 86 Class Members who collectively worked
15 a total of 8,385 Workweeks and 58 Aggrieved Employees who worked a total of 1,785 PAGA
16 Pay Periods. Based on a current review of Defendant's records the number of Class Members and
17 Workweeks through the Class Period is approximately 91 Class Members and 8,539 Workweeks.

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

1 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes (contingent
3 upon the Administrator providing the amount owed by Defendant for such payroll taxes) by
4 transmitting the funds to the Administrator no later than fourteen (14) days after the Effective
5 Date.

6 4.4 Payments from the Gross Settlement Amount. Within ten (10) after Defendant fully
7 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
8 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
11 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
12 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

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

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

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

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

16 5.1 Plaintiff's Release. Plaintiff and her former and present spouses, representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges
18 Released Parties from any and all charges, complaints, claims, debts, liabilities, promises,
19 agreements, controversies, actions, suits rights, demands, obligations, guarantees, costs, losses,
20 penalties, expenses, attorneys' fees, damages, transactions, occurrences, or causes of action of
21 any kind or nature, known or unknown, suspected or unsuspected, asserted or unasserted, or that
22 might have been asserted, that occurred during the Class Period, which Plaintiff, at any time prior
23 to the execution of this Agreement, had or claimed to have or may have, but not limited to (a) all
24 claims based on the factual allegations and statutes asserted or that could have been asserted in
25 the Action (which includes any operative complaint), including claims under Labor Code sections
26 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1102.5,
27 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699(f)(2), 2802,
28 provisions of the Industrial Welfare Commission Wage Order(s), and California Business &
Professions Code § 17200 *et seq*; (b) all PAGA claims based on the factual allegations and statutes

1 asserted or that could have been asserted in the Action (which includes any operative complaint
2 and PAGA Notices), or ascertained during the Action and released under Paragraph 5.3 below;
3 and (c) claims under the Fair Employment and Housing Act, Americans with Disabilities Act,
4 Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims
5 under federal law based on the factual allegations and statutes asserted or that could have been
6 asserted in the Action (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or
7 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
8 disability benefits, social security benefits, workers’ compensation benefits that arose at any time,
9 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
10 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
11 believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective
12 in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

13 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
14 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
15 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

20 5.2 Released Class Claims: Plaintiff and all Participating Class Members, on behalf of
21 themselves and their respective representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release and forever discharge Released Parties, for the duration of the
23 Class Period, from all claims, rights, demands, damages, liabilities, and causes of action, in law
24 or in equity based on the factual allegations and statutes asserted in the Action as defined herein
25 against Defendant, including claims under Labor Code sections 201, 202, 203, 204, 210, 221,
26 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185,
27 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, provisions of the Industrial Welfare Commission
28 Wage Order(s), and California Business & Professions Code § 17200 *et seq.* and any associated
penalties, whether civil or statutory in nature, interest, attorneys’ fees and costs, or any other

1 associated damages, and all other alleged violations of the Labor Code and Business and
2 Professions Code section 17200, *et seq.*. The Released Class Claims are those that accrued during
3 the Class Period.

4 5.3 Released PAGA Claims: Plaintiff and all Aggrieved Employees on behalf of themselves
5 and their respective representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns and the State of California (to the extent Plaintiff is permitted to provide such a release
7 for the State of California for the PAGA Period), release and forever discharge Released Parties,
8 for the duration of the PAGA Period, from all claims for PAGA civil penalties based on the factual
9 allegations and statutes asserted in the Action as defined herein against Defendant, based upon or
10 arising out of Defendant's alleged violations of Labor Code sections 201, 202, 203, 204, 210,
11 221, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12,
12 1185, 1194, 1194.2, 1197, 11971.1, 1198, 1199, 2699(f)(2), 2802, provisions of the Industrial
13 Welfare Commission Wage Order(s), and California Business & Professions Code § 17200 *et*
14 *seq.* The Released PAGA Claims are those that accrued during the PAGA Period.

15 6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for
16 preliminary approval ("Motion for Preliminary Approval"). Plaintiff shall provide a draft of the
17 Motion for Preliminary Approval paperwork to Defendant for review prior to filing the paperwork
18 with the Court.

19 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
20 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
21 Motion for Preliminary Approval of the Settlement that includes an analysis of the Settlement
22 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section
23 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
24 the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff
25 confirming willingness and competency to serve and disclosing all facts relevant to any actual or
26 potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
27 declaration from Class Counsel firm attesting to its competency to represent the Class Members;
28 (vi) a signed declaration from the third-party Administrator attesting to their experience and/or
qualifications; its timely transmission to the LWDA of all necessary PAGA documents including

1 PAGA Notice (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
2 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts
3 relevant to any actual or potential conflict of interest with Class Members, and/or the
4 Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware
5 of any other pending state court actions that will be extinguished or adversely affected by the
6 Settlement. Plaintiff and Class Counsel will aver that there are pending superior court and
7 arbitration matters styled as Class and PAGA actions pending against Defendant. The Claimant
8 in those matters is Dakota Stagger (hereinafter the “Stagger Class and PAGA Actions”). This
9 settlement will extinguish all class and PAGA claims asserted in the Stagger Class and PAGA
10 Actions.

11 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
12 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
13 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
14 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
15 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

16 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by telephone, and in
19 good faith, to resolve the disagreement. If the Court does not grant Preliminary Approve or
20 conditions Preliminary Approval on any material changes to this Agreement, Class Counsel and
21 Defense Counsel will expeditiously work together on behalf of the Parties by telephone and in
22 good faith to modify the Agreement and otherwise satisfy the Court’s concerns. Nothing in this
23 provision waives either Parties’ rights to withdraw from this Settlement or rescind this Settlement
24 as otherwise stated herein.

25 7. SETTLEMENT ADMINISTRATION.

26 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action
27 Administration to serve as the Administrator and verified that, as a condition of appointment, the
28 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
specified in this Agreement in exchange for payment of Administration Costs. The Parties and

1 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
2 Administrator other than a professional relationship arising out of prior experiences administering
3 settlements.

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

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

12
13 7.4 Notice to Class Members.

14 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
15 shall notify Class Counsel that the list has been received and state the number of Class Members,
16 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

26 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
27 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
28 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class

1 Notice to the most current address obtained. The Administrator has no obligation to make further
2 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
3 USPS a second time.

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

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

17 7.5 Requests for Exclusion (Opt-Outs).

18 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
19 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
20 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
21 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
22 is a letter from a Class Member or his/her representative that contains the following: (1) the case
23 name and number of the Civil Action; (2) the name, address, and telephone number of the Class
24 Member; (3) a statement that the Class Member wishes to be excluded from the Settlement; (4)
25 the signature by the Class Member; and (5) postmarked by the Response Deadline and mailed or
26 delivered to the Settlement Administrator at the address specified in the Class Notice. To be valid,
27 a Request for Exclusion must be timely faxed, emailed, or postmarked and delivered to the
28 Administrator by the Response Deadline.

1 7.5.2 A Request for Exclusion will not be valid if it is not timely submitted (e.g.,
2 postmarked on or before the Response Deadline), not signed by the Class Member, and/or does
3 not contain the Class Member's name, address, and explicit request to be excluded from the
4 Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means
5 used to determine whether a Request for Exclusion has been timely submitted. If the
6 Administrator has reason to question the authenticity of a Request for Exclusion, the
7 Administrator may demand additional proof of the Class Member's identity.

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

13 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
14 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
15 right to object to the class action components of the Settlement. Nothing in this Settlement will
16 constitute or be construed as a waiver of any defense that Defendant or the Released Parties have
17 or could assert against anyone who timely submits an Exclusion Form. Because future PAGA
18 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
19 Members who are Aggrieved Employees are deemed to release the Released PAGA Claims
20 identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

21 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
22 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
23 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
24 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
25 may challenge the allocation by communicating with the Administrator via fax, email or mail.
26 The Administrator must encourage the challenging Class Member to submit supporting
27 documentation. In the absence of any contrary documentation, the Administrator is entitled to
28 presume that the Workweeks contained in the Class Notice are correct so long as they are
consistent with the Class Data. The Administrator's determination of each Class Member's

1 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
2 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
3 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
4 Administrator's determination of the challenges.

5 7.7 Objections to Settlement.

6 7.7.1 Only Participating Class Members may object to the class action components of the
7 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
8 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
9 Payment and/or Class Representative Service Payment.

10 7.7.2 Participating Class Members may send written objections to the Administrator, by
11 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
12 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
13 Participating Class Member who elects to send a written objection to the Administrator must do
14 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
15 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). For an
16 objection to be valid, it must: (i) be signed by the objecting Class Member or their lawful
17 representative; (ii) include the objecting Class Member's full name, address, telephone number,
18 and last four digits of the Social Security Number; (iii) include the words "Notice of Objection"
19 or "Formal Objection;" (iv) state the case name and case number of the Civil Action; (v) include
20 any and all supporting papers, briefs, written evidence, and/or other evidence; and (vi) be
21 postmarked no later than the Response Deadline.

22 7.7.3 Non-Participating Class Members have no right to object to any of the class action
23 components of the Settlement.

24 7.7.4 If a Class Member objects to this Settlement, the Class Member will remain a
25 member of the Class. Moreover, if the Court grants final approval of the Settlement, the Class
26 Member will be bound by the terms of the Settlement and any Final Approval Order and Final
27 Judgment.

28 7.7.5 The Administrator shall send all objections to Class Counsel and Defense Counsel.
Class Counsel will be responsible for filing the objections with the Court in advance of the Final

1 Approval Hearing. Class Counsel and Defense Counsel will be permitted to respond in writing to
2 any properly submitted objections no later than five (5) court days before the Final Approval
3 Hearing, or as otherwise ordered or accepted by the Court.

4 7.7.6 If a Class Member submits both a Request for Exclusion and written objection the
5 Administrator prior to the Response Deadline, the Administrator will first attempt to contact this
6 Class Member to determine if they intended to submit only the Request for Exclusion or only the
7 written objection. If the Administrator is unable to contact the Class Member within ten (10)
8 calendar days of receiving both the Request for Exclusion and written objection, or the Class
9 Member fails to respond to the Administrator within ten (10) calendar days of being contacted,
10 then the Request for Exclusion will be deemed invalid and the Class Member will be included in
11 the Settlement, will receive an Individual Class Payment, and will be bound by all terms and
12 conditions of the Settlement including the releases in Paragraphs 5.2 and 5.3 of this Agreement.

13 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
14 performed or observed by the Administrator contained in this Agreement or otherwise.

15 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
16 maintain and use an internet website to post information of interest to Class Members including
17 the date, time and location for the Final Approval Hearing and copies of the Settlement
18 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
19 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
20 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
21 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
22 telephone number to receive Class Member calls, faxes and emails.

23 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
24 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
25 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
26 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
27 and other identifying information of Class Members who have timely submitted valid Requests
28 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class

1 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
2 Exclusion from Settlement submitted (whether valid or invalid).

3 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
4 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
5 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
6 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
7 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
8 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
9 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
10 objections received.

11 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
12 address and make final decisions consistent with the terms of this Agreement on all Class Member
13 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
14 shall be final and not appealable or otherwise susceptible to challenge.

15 7.8.5 Additional Obligations. The Settlement Administrator shall be responsible for,
16 among other things: (1) preparing, printing, and mailing the Notice Packet to the Class Members;
17 (2) calculating each Class Member’s and Aggrieved Employee’s Individual Class and PAGA
18 Payments; (3) calculating any and all payroll tax deductions as required by law; (4) notifying
19 Defendants of the amount owed in employers’ payroll taxes on the Wage Portion of the Net
20 Settlement Amount; (5) mailing Individual Class Payments to Participating Class Members; (6)
21 performing skip traces and remailing Notice Packets to Class Members; (7) mailing the portion
22 of the PAGA Payment to the LWDA; (8) printing and providing Class Members and Plaintiffs
23 with W-2 and 1099 forms as required; (9) providing any funds remaining in the QSF as a result
24 of uncashed checks to the California State Controller’s Unclaimed Property Division; and (10)
25 performing such other tasks as the Parties mutually agree.

26 7.8.6 Administrator’s Declaration. Not later than fourteen (14) days before the date by
27 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
28 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
for filing in Court attesting to its due diligence and compliance with all of its obligations under

1 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
2 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
3 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
4 number of written objections and attach the Exclusion List. The Administrator will supplement
5 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
6 for filing the Administrator's declaration(s) in Court.

7 7.8.7 Final Report by Settlement Administrator. Within ten (10) days after the
8 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
9 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
10 identification number only of all payments made under this Agreement. At least fifteen (15) days
11 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
12 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
13 of all payments required under this Agreement. Class Counsel is responsible for filing the
14 Administrator's declaration in Court.

15 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Defendant's estimate for the
16 number of Class Members, Workweeks, Aggrieved Employees, and Pay Periods for the
17 Settlement Class at the time of mediation was 86 Class Members who collectively worked a total
18 of 8,385 Workweeks and 58 Aggrieved Employees who worked a total of 1,785 PAGA Pay
19 Periods. Based on a current review of Defendant's records the number of Class Members and
20 Workweeks through the Class Period is approximately 91 Class Members and 8,539 Workweeks.
21 If, on final calculation, the total number of Workweeks increases by more than 10% through the
22 Class Period or more than 9,224 total Workweeks worked, then the Settlement Class Period *end*
23 *date* will change to the date in which the Class Period reaches but does not exceed 9,224
24 Workweeks (i.e. 8,385 Workweeks plus 839 Workweeks).

25 9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant shall retain the right, in the
26 exercise of its sole discretion, to unilaterally withdraw from and terminate the Settlement no later
27 than five (5) court days prior to the date of the Final Approval Hearing if Class Members
28 representing more than an aggregate total of 10% of the verified Workweeks opt out of the
Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*,

1 have no force or effect whatsoever, and that neither Party will have any further obligation to
2 perform under this Agreement; provided, however, Defendant will remain responsible for paying
3 all Settlement Administration Costs incurred to that point.

4 **10. PLAINTIFF'S AND DEFENDANT'S RIGHTS TO WITHDRAW.** Defendant and
5 Plaintiff shall retain the right, in the exercise of their sole discretion, to unilaterally withdraw from
6 and terminate the Settlement if the Court makes or orders material changes to the basic Settlement
7 terms. Basic Settlement terms include the amount of the GSA, the time period of the Released
8 Class Claims; the covered Class or PAGA Period; the Escalator Clause; and/or the Parties'
9 respective option to revoke the Settlement as set forth herein and in
10 paragraph 9.

11 **11. CONDITIONS FOR DEEMING THE SETTLEMENT NULL AND VOID.** In the event:
12 (i) the Court does not ultimately enter the Preliminary Approval Order without requiring material
13 changes to the Basic Settlement Terms or (ii) the Court does not finally approve the Settlement
14 as provided herein without requiring material changes to the Basic Settlement Terms; or (iii) the
15 Settlement does not become final for any other reason (*e.g.*, an objection by the LWDA), this
16 Settlement Agreement shall be null and void. Any order or judgment entered by the Court in
17 furtherance of this Settlement Agreement shall be treated as void from the beginning, and the
18 Recitals and Terms of the Agreement contained herein shall be of no force or effect and shall not
19 be treated as an admission by the Parties or their counsel. In such a case, the Parties shall be
20 returned to their respective statuses prior to the reaching of this Settlement, settlement funds
21 placed in trust with the Settlement Administrator shall be returned to Defendant, and the Parties
22 shall proceed in all respects as if this Settlement Agreement had not been executed. An award by
23 the Court of a lesser amount than sought by Plaintiff and Class Counsel for Class Counsel Fees
24 Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment,
25 and/or Administration Expenses Payment will not constitute a material change to the Basic
26 Settlement Terms within the meaning of this paragraph. Prior to the actual rescission or revocation
27 of the Agreement, the Parties will expeditiously work together in good faith to determine whether
28 any revisions can be reasonably made to the Settlement Agreement to address the Court's
concerns.

1 **12. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
2 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
3 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
4 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
5 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts
6 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
7 Counsel and Defense Counsel will expeditiously meet and confer by telephone, and in good faith,
8 to resolve any disagreements concerning the Motion for Final Approval.

9 12.1 Response to Objections. Each Party retains the right to respond to any objection raised
10 by a Participating Class Member, including the right to file responsive documents in Court no
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 12.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
15 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
16 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17 12.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
19 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
20 counsel, and all Participating Class Members who did not object to the Settlement as provided in
21 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
22 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
23 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
24 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’
25 obligations to perform under this Agreement will be suspended until such time as the appeal is
26 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
27 of the Net Settlement Amount.

28 12.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material

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

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

12 **14. NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and Class Counsel shall provide
13 notice to the LWDA of the proposed settlement (by, for example, submitting this settlement
14 agreement in its fully executed form) as required by California Labor Code section 2699, section
15 (s)(2), as well as any other information required by law to be provided to the LWDA to effectuate
16 the terms of this Agreement.

17 **15. ADDITIONAL PROVISIONS.**

18 15.1 No Admission of Liability, Class Certification or Representative Manageability for
19 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
20 claims. Nothing in this Agreement is intended or should be construed as an admission by
21 Defendant that any of the allegations in the Action has merit or that Defendant has any liability
22 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
23 Defendant's defenses in the Action have merit. Defendant generally and specifically denies any
24 and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated
25 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to
26 any statute or any other applicable laws, regulations, or legal requirements; breached any contract;
27 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
28 other unlawful conduct with respect to its employees. Defendant further makes no concessions
or admissions of liability of any sort, makes no concessions or admissions that any Class Member

1 is or was employed by Defendant, and contends that for any purpose other than settlement, the
2 Action is not appropriate for class or representative treatment. Defendant asserts several defenses
3 to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or
4 conduct in the Action. The monies being paid as part of the settlement are genuinely disputed,
5 and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this
6 Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor
7 any action taken to carry out this Agreement, is or may be construed as, or may be used as an
8 admission, concession, or indication by or against Defendant or any of the Released Parties of
9 any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an
10 admission that Plaintiff can serve as an adequate Class Representative. There has been no final
11 determination by any court as to the merits of the claims asserted or as to whether a class or
12 classes should be certified, other than for settlement purposes only. Except as necessary in a
13 proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions
14 shall not be offered or received as evidence in any action or proceeding to establish any liability
15 or admission on the part of Defendant or to establish the existence of any condition constituting
16 a violation of, or a non-compliance with, federal, state, local or other applicable law. Nor shall
17 anything in this Agreement be construed or deemed an admission that the Action was properly
18 brought as a class action pursuant to California Code of Civil Procedure section 382 and under
19 California Business and Professions Code section 17200 and/or that the Action was properly
20 brought as Private Attorney General Actions under PAGA. Finally, nothing in this Agreement or
21 in the Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of
22 Defendant's right to enforce arbitration agreements of Class Members or Aggrieved Employees
23 in the future. The Parties agree that class certification and representative treatment is for purposes
24 of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final
25 Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for
26 any reason, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff
27 reserves the right to move for class certification on any grounds available and to contest
28 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the

1 Action will have no bearing on, and will not be admissible in connection with, any litigation
2 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

3 15.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
6 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
7 or indirectly, specifically or generally, to any person, corporation, association, government
8 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
9 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
10 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
11 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
12 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
13 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
14 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, with any third party
16 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
17 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
18 communications with Class Members in accordance with Class Counsel's ethical obligations
19 owed to Class Members.

20 15.3 No Solicitation. The Parties separately agree that they and their respective counsel and
21 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
23 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
24 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

25 15.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
26 together with its attached exhibits shall constitute the entire agreement between the Parties
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
28 inducements made to or by any Party.

1 15.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 15.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties may seek the
12 assistance of a mediator and/or the Court for resolution.

13 15.7 No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 15.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 15.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 15.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 15.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 15.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 15.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 15.14 Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
8 Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
9 Defendants in connection with the mediation, other settlement negotiations, or in connection with
10 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
11 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 15.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 15.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
15 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 15.17 Notice. All notices, demands, or other communications between the Parties in
19 connection with this Agreement will be in writing and deemed to have been duly given as of the
20 third business day after mailing by United States mail, or the day sent by email or messenger,
21 addressed as follows:

22 To Plaintiff:

23 Arrash T. Fattahi
24 arrash.fattahi@wilshirelawfirm.com
25 Arman A. Salehi
26 arman.salehi@wilshirelawfirm.com
27 Lisa B. Iturriaga
28 lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 784-3830
Facsimile: (213) 381-9989

1 15.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
2 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be
3 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.
4 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
5 might apply under federal or state law. The Parties further agree and intend that the Los Angeles
6 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

7 IT IS SO AGREED.

8 By the Parties:

9
10 DATED: 2/9/2026 _____

Signed by:


2E49B395B0554C9...

11 Plaintiff Leonor Julissa Pereira

12
13 DATED: _____

14 Defendant Weststar Property Management, Inc.

15 By Brent Gibeaut
16 President

17 Approved by counsel:

18
19 DATED: 2/9/2026 _____

WILSHIRE LAW FIRM

20 BY: 
21 Arrash T. Fattahi
22 Arman A. Salehi
23 Lisa B. Iturriaga
Counsel for Plaintiff Leonor Julissa Pereira

24 DATED: _____

FISHER & PHILLIPS LLP

25 BY: _____
26 Christine D. Baran
27 Kari E. Gibson
28 Counsel for Defendant
Weststar Property Management, Inc.

1 15.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
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4 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
5 might apply under federal or state law. The Parties further agree and intend that the Los Angeles
6 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

7 IT IS SO AGREED.

8 By the Parties:

9
10 DATED: _____

11 Plaintiff Leonor Julissa Pereira

12
13 DATED: 02/09/2026

Brent Gibeaut

Brent Gibeaut (Feb 9, 2026 13:51:51 PST)

14 Defendant Weststar Property Management, Inc.

15
16 By Brent Gibeaut
17 President

18 Approved by counsel:

19 DATED: WILSHIRE LAW FIRM

20 BY: _____

21 Arrash T. Fattahi

22 Arman A. Salehi

23 Lisa B. Iturriaga

Counsel for Plaintiff Leonor Julissa Pereira

24 DATED: February 9, 2026

FISHER & PHILLIPS LLP

25
26 BY:  _____

27 Christine D. Baran

Kari E. Gibson

Counsel for Defendant

28 Weststar Property Management, Inc.