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Attorneys for ELI INC. WHICH WILL
DO BUSINESS IN CALIFORNIA AS NALAS
RESIDENTIAL FACILITY and FLORA M. CROW

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

MARCELA MARTINEZ DE BAEZA, an
individual, on behalf of herself, all other
aggrieved employees, and the general
public,

Plaintiffs,

v.

ELI, INC. WHICH WILL DO BUSINESS
IN CALIFORNIA AS NALAS
RESIDENTIAL FACILITY, a Nevada
Corporation; FLORA M. CROW, an
individual and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23STCV19734

Assigned For All Purposes To:
HON. ROBERT B. BROADBELT
Dept. 53

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

Action Filed: August 17, 2023

1 This Joint Stipulation of Class and PAGA Action Settlement (“Joint Stipulation of
2 Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiff
3 Marcela Martinez De Baeza (hereinafter “Plaintiff” or “Class Representative”), individually, and
4 on behalf of all others similarly situated, and Defendant Eli, Inc. Which Will Do Business In
5 California As Nalas Residential Facility (“Nalas” or “Company”) and Flora Crow (collectively
6 “Defendants”). Plaintiff and Defendants are collectively referred to herein as “the Parties” or
7 individually as “a Party.

8 **1. DEFINITIONS**

9 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
10 Defendants titled *Baeza adv. Eli Inc. d/b/a Nalas Residential Facility, et al.*, Case No.
11 23STCV19734 and pending in Superior Court of the State of California, County of Los Angeles.

12 1.2. “Administrator” means APEX Class Action Administration (“APEX”) the neutral entity
13 the Parties have agreed to appoint to administer the Settlement.

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

18 1.4. “Aggrieved Employee” means Class Members working for the Company during the
19 PAGA Period as non-exempt, hourly-paid employees in California.

20 1.5. “Class” means all persons currently or formerly employed, hired or utilized by the
21 Company as a nonexempt, hourly employee or “emergency” employee or independent contractor
22 (excluding family members) working in Nalas Adult Residential Care homes as a Caregiver,
23 Direct Support Professional, Direct Care Staff-Aid or any other similarly titled position during
24 the Class Period.

25 1.6. “Class Counsel” means Michael Boyamian of Boyamian Law, Inc.

26 1.7. “Class Counsel Fees and Litigation Expenses Payment” mean the amounts allocated to
27 Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively,
28 incurred to prosecute the Action and subject to Court approval.

1 1.8. “Class Data” means Class Member identifying information in Defendants’ possession
2 including the Class Member’s (1) name; (2) last known address(es) currently in Defendants’
3 possession, custody, or control; (3) last known telephone number(s) currently in Defendants’
4 possession, custody, or control; (4) last known Social Security Number(s) in Defendants’
5 possession, custody, or control; and (5) the dates of employment (i.e., hire dates, and, if
6 applicable, re-hire date(s) and/or separation date(s)).

7 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
8 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
9 Class Member who qualifies as an Aggrieved Employee).

10 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
11 current Class Member mailing addresses using all reasonably available sources, methods and
12 means including, but not limited to, the National Change of Address database, skip traces, and
13 direct contact by the Administrator with Class Members.

14 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
15 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
16 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
17 A and incorporated by reference into this Agreement.

18 1.12. “Class Period” means the period from June 12, 2022, through January 12, 2026.

19 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the
20 Action seeking Court approval to serve as a Class Representative.

21 1.14. “Class Representative Service Payment” means the payment to the Class Representative
22 for initiating the Action and providing services in support of the Action.

23 1.15. “Court” means the Superior Court of California, County of County of Los Angeles -
24 Spring Street Courthouse.

25 1.16. “Defendants” means the named Defendants Eli, Inc. Which Will Do Business In
26 California As Nalas Residential Facility and Flora Crow in the Operative Complaint in the
27 Action.

28 1.17. “Defense Counsel” means Kevin R. Nowicki of Gordee, Nowicki & Blakeney LLP.

1 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
2 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
3 latest of the following occurrences: (a) if no Participating Class Member objects to the
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur. In this regard, it is the intention of the Parties that
8 the Settlement shall not become effective until the Court’s order approving the Settlement is
9 completely final, and there is no further recourse by an appellant or objector who seeks to contest
10 the Settlement.

11 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

12 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
13 of the Settlement.

14 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final
15 Approval.

16 1.22. “Gross Settlement Amount” means \$135,000 (One Hundred Thirty-Five Thousand
17 Dollars and Zero Cent) which is the total amount Defendants agree will be paid under the
18 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes
19 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount
20 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
21 Payment, Class Counsel Fees and Litigation Expenses Payment, Class Representative Service
22 Payment and the Administrator’s Expenses.

23 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
24 Net Settlement Amount calculated according to the number of Pay Periods worked during the
25 Class Period.

26 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
27 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
28 the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees and Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the Class and PAGA Period.
- 1.31. “PAGA Period” means the period from June 12, 2022, through the end of the Class Period.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s July 12, 2023, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to the LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Marciela Martinez de Baeza, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1.41. “Released Parties” means: Defendants and each of their former and present parents, subsidiaries and affiliated corporations and entities and all of their current and former owners, shareholders, members, agents, investors, investment bankers, accountants, insurers, reinsurers, attorneys, officers, directors, employees, managers, partners, trustees, subrogees, executors, administrators, employee benefit plans, predecessors, successors, and assigns, and all spouses, children and family members of the foregoing individuals.

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

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On August 17, 2023 Plaintiff commenced this Action by filing a Complaint in Los Angeles County Superior Court (Case No. 23STCV19734”), seeking penalties under the PAGA Statute (Cal. Labor Code Section 2698 *et seq.*) for: (1) failing to pay minimum wages and designated rates; (2) failing to pay overtime compensation (3) failing to provide timely and adequate meal and rest breaks; (4) failing to provide accurate, itemized wage statements; (5) failing to pay wages upon termination; (6) violations of sick pay and (7) waiting time penalties.

2.2. Pursuant to the Settlement and as set forth in Section 11.1, Plaintiff will file a First Amended Complaint in the Action, to add Class Action Claims and allegations, including claims for violation of split shift premium, for the sole purpose of the Settlement. The First Amended Complaint will be the operative complaint in this Action (“Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged and assert all applicable affirmative defenses.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.4. On November 13, 2025, the Parties participating in an all-day mediation presided over by Kevin Barnes Esq. The Parties reached a resolution of the Action which led to this Agreement to settle the Action.

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (1) time and payroll records for the Class; (2) a class list that allowed calculation of relevant data points, including average rates of pay, the number of shifts worked during the Class and PAGA Period, the number of aggrieved employees (current and former), and number of pay periods in the PAGA period, as well as the number of pay periods during the relevant time period for wage statement and waiting time penalties; (3) an employee handbook containing Company’s policies in effect during the Class and PAGA Period; and (4) anonymized list of non-exempt employees during the Class and PAGA Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Company

promises to pay \$135,000 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Company has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,00.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any tax liability for such payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35 %, which, unless escalated pursuant to Paragraph 8 of this Agreement, is currently estimated to be \$47,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments provided that do

not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments or tax liability for such payments. There will be no additional charge of any kind to either the Class Members or request for additional consideration from Defendants for such work. However, in the event either party must initiate an action to enforce a material term of this settlement, including funding, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,990 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$3,990, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.

1 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
2 Class Member's Individual Class Payment will be allocated to settlement of
3 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
4 withholding and will be reported on an IRS W-2 Form. The 80% of each
5 Participating Class Member's Individual Class Payment will be allocated to
6 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
7 Non-Wage Portions are not subject to wage withholdings and will be reported
8 on IRS 1099 Forms. Participating Class Members assume full responsibility
9 and liability for any employee taxes owed on their Individual Class Payment.

10 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
11 Class Payments. Non-Participating Class Members will not receive any
12 Individual Class Payments. The Administrator will retain amounts equal to
13 their Individual Class Payments in the Net Settlement Amount for distribution
14 to Participating Class Members on a pro rata basis.

15 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
16 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)
17 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual
18 PAGA Payments.

19 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
20 dividing the amount of the Aggrieved Employees' 25% share of PAGA
21 Penalties \$2,500.00 by the total number of PAGA Pay Periods worked by all
22 Aggrieved Employees during the PAGA Period and (b) multiplying the result
23 by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees
24 assume full responsibility and liability for any taxes owed on their Individual
25 PAGA Payment and holds Defendants harmless, and indemnifies Defendants,
26 from any dispute or controversy regarding any tax liability for such payments.

27 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
28 the Administrator will allocate the remainder to the Net Settlement Amount.

1 The Administrator will report on the Individual PAGA Payments on IRS 1099
2 Forms.

3 3.3. Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to
4 Participating Class Members shall be deemed to be paid to such Participating Class Member solely
5 in the year in which such payments actually are received by the Participating Class Members. It is
6 expressly understood and agreed that the receipt of such Settlement Payments will not entitle any
7 Participating Class Members to additional compensation or benefits under any company bonus,
8 contest or other compensation or benefit plan or agreement in place during the period covered by
9 the Settlement, nor will it entitle any Participating Class Members to any increased retirement,
10 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the
11 Settlement Payments provided for in this Settlement are the sole payments to be made by the
12 Company to the Participating Class Members, and that the Participating Class Members are not
13 entitled to any new or additional compensation or benefits as a result of having received the
14 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
15 compensation plan document that might have been in effect during the period covered by this
16 Settlement).

17 **4. SETTLEMENT FUNDING AND PAYMENTS**

18 4.1 Pay Periods. Based on a review of its records, Defendants had estimated that there are
19 37 Class Members and Aggrieved Employees who collectively worked a total of 1079 Pay
20 Periods. Defendants currently estimate there are 39 Class Members and Aggrieved Employees
21 who collectively worked a total of 1144 Pay Periods.

22
23 4.2. Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of
24 the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
25 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
26 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
27 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
28

employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Company shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Company's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Company funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fee and Litigation Expenses Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send

1 Participating Class Members a single check combining the Individual Class Payment
2 and the Individual PAGA Payment. Before mailing any checks, the Settlement
3 Administrator must update the recipients' mailing addresses using the National Change
4 of Address Database.

5 4.4.2. The Administrator must conduct a Class Member Address Search for all other
6 Class Members whose checks are returned undelivered without USPS forwarding
7 address. Within 7 days of receiving a returned check the Administrator must re-mail
8 checks to the USPS forwarding address provided or to an address ascertained through
9 the Class Member Address Search. The Administrator need not take further steps to
10 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
11 The Administrator shall promptly send a replacement check to any Class Member whose
12 original check was lost or misplaced, requested by the Class Member prior to the void
13 date.

14 4.4.3. For any Class Member whose Individual Class Payment check or Individual
15 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
16 shall transmit the funds represented by such checks to the California Controller's
17 Unclaimed Property fund in the name of the Class Member thereby leaving no "unpaid
18 residue" subject to the requirements of California Code of Civil Procedure Section 384.

19 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
20 not obligate Defendants to confer any additional benefits or make any additional
21 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
22 specified in this Agreement.

23 **5. Release of Claims.**

24 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
25 and on the date when Company fully funds the entire Gross Settlement Amount and funds all
26 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
27 Class Members, and Class Counsel will release claims against all Released Parties as follows:

28 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
2 and discharge Released Parties from all claims, transactions, or occurrences including, but not
3 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
4 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
5 have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
6 Notice, or ascertained during the Action and released under 5.2 below. ("Plaintiff's Release.")
7 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
8 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
9 workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may
10 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
11 or 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
15 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
16 which reads:

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

21 5.2. Release by Participating Class Members: For the duration of the Class Period, all
22 Participating Class Members, on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
24 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
25 facts stated in the Operative Complaint including: (1) all claims for failure to pay all hours
26 worked; (2) all claims for failure to pay minimum wages; (3) all claims for failure to pay overtime
27 wages; (4) all claims for failure to provide compliant meal periods, or compensation in lieu
28 thereof; (5) all claims for failure to provide compliant rest periods, or compensation in lieu thereof

(6) all claims for failure to pay wages on termination and waiting time penalties; (7) all claims for failure to provide accurate, itemized wage statements; (8) all claims for failure to indemnify; (9) all claims for failure to provide paid sick leave; (10) all claims for failure to pay split shift premiums; (11) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint; and (12) all claims for violation of Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.2, 225.6, 226, 226.3, 226.7, 227.3, 246 *et. seq.*, 247.5, 404, 432, 510, 511, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194-1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699, 2802, 2810.5, and California Code of Regulations, Title 8, section 11050.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties, and any other relief pursuant to PAGA that were, or reasonably could have been alleged, based on the facts contained in Plaintiff Marcela Martinez De Baeza's Labor and Workforce Development Agency Notice Letter and the Operative Complaint, including, all claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1194.2, 1197.1, 2699 and 2699.3 in connection with violations of Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.2, 226, 226.3, 226.7, 227.3, 246 *et. seq.*, 247.4, 404, 432, 510, 511, 512, 551, 552, 1102.5, 1174, 1174.5, 1182.12, 1194-1197, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, 2698 and California Code of Regulations, Title 8, section 11050.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendants’ Declaration in Support of Preliminary Approval. Because funds from uncashed checks will be transmitted to the California Controller’s Office, Unclaimed Property Fund, Defendants and Defendants’ counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a “*cy pres* recipient.”

6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

1 In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware
2 of any other pending matter or action asserting claims that will be extinguished or adversely
3 affected by the Settlement.

4 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
5 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
6 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
7 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
8 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
9 Administrator.

10 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
11 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
12 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
13 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
14 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
15 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
16 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
17 Court's concerns.

18 7. SETTLEMENT ADMINISTRATION

19 7.1. Selection of Administrator. The Parties have jointly selected APEX to serve as the
20 Administrator and verified that, as a condition of appointment APEX agrees to be bound by this
21 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
22 payment of Administration Expenses. The Parties and their Counsel represent that they have no
23 interest or relationship, financial or otherwise, with the Administrator other than a professional
24 relationship arising out of prior experiences administering settlements.

25 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
26 Identification Number for purposes of calculating payroll tax withholdings and providing reports
27 to state and federal tax authorities.

28 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets

the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Pay Periods in the Class Data.

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

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice 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 Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Pay Periods and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise

discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for

1 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
2 to all benefits and bound by all terms and conditions of the Settlement, including the
3 Participating Class Members' Releases under Paragraphs 5.2 and 5.4 of this Agreement,
4 regardless whether the Participating Class Member actually receives the Class Notice
5 or objects to the Settlement.

6 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or
8 have the right to object to the class action components of the Settlement. Because future
9 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
10 Participating Class Members who are Aggrieved Employees are deemed to release the
11 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
12 PAGA Payment.

13 7.6. Challenges to Calculation of Pay Period. Each Class Member shall have 45 days after
14 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
15 Class Notice is re-mailed) to challenge the number of Pay Periods (if any) allocated to the Class
16 Member in the Class Notice. The Class Member may challenge the allocation by communicating
17 with the Administrator via fax, email or mail. The Administrator must encourage the challenging
18 Class Member to submit supporting documentation. In the absence of any contrary
19 documentation, the Administrator is entitled to presume that the Pay Periods contained in the
20 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's
21 determination of each Class Member's allocation of Pay Periods shall be final and not appealable
22 or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all
23 challenges to the calculation of Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges.

25 7.7. Objections to Settlement

26 7.7.1. Only Participating Class Members may object to the class action components of
27 the Settlement and/or this Agreement, including contesting the fairness of the
28 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.7.4. Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must either make a timely complaint in intervention before final judgment or by file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry of judgment approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who does not object prior to or at the Final Approval Hearing, will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the objecting Class Member does not formally intervene in the action or move to set aside any judgment and/or the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendants' Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the final approval hearing, file responses to any written objections submitted to the Court.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including

1 the date, time and location for the Final Approval Hearing and copies of the Settlement
2 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
3 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
5 the Final Approval and the Judgment. The Administrator will also maintain and monitor
6 an email address and a toll-free telephone number to receive Class Member calls, faxes
7 and emails.

8 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
9 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
10 Not later than 5 days after the expiration of the deadline for submitting Requests for
11 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
12 containing (a) the names and other identifying information of Class Members who have
13 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
14 other identifying information of Class Members who have submitted invalid Requests
15 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
16 (whether valid or invalid).

17 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
18 reports to Class Counsel and Defense Counsel that, among other things, tally the number
19 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
20 Exclusion (whether valid or invalid) received, objections received, challenges to Pay
21 Periods received and/or resolved, and checks mailed for Individual Class Payments and
22 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the
23 Administrator’s assessment of the validity of Requests for Exclusion and attach copies
24 of all Requests for Exclusion and objections received.

25 7.8.4. Pay Period Challenges. The Administrator has the authority to address and make
26 final decisions consistent with the terms of this Agreement on all Class Member
27 challenges over the calculation of Pay Periods. The Administrator’s decision shall be
28 final and not appealable or otherwise susceptible to challenge.

1 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
2 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
3 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
4 due diligence and compliance with all of its obligations under this Agreement,
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
6 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid),
8 the number of written objections and attach the Exclusion List. The Administrator will
9 supplement its declaration as needed or requested by the Parties and/or the Court. Class
10 Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by
14 employee identification number only of all payments made under this Agreement. At
15 least 7 days before any deadline set by the Court, the Administrator will prepare, and
16 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
17 Court attesting to its disbursement of all payments required under this Agreement. Class
18 Counsel is responsible for filing the Administrator's declaration in Court.

19 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

20 Based on its records, Defendants estimated that, as of the date of this Settlement
21 Agreement, (1) there are 37 Class Members and Aggrieved Employees who collectively worked
22 a total of 1079 Pay Periods. Defendants currently estimate that there are 39 Class Members and
23 Aggrieved Employees who collectively worked a total of 1144 Pay Periods.

24 8.1 If the number of Pay Periods exceeds 1,079 by more than 10%, (i.e. 1,187 or above)
25 the Gross Settlement Value will increase pro rata per additional Pay Period, i.e., the Pay Period
26 Value is \$125.12.

27 **9. MOTION FOR FINAL APPROVAL**

28 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for

1 final approval of the Settlement that includes a request for approval of the PAGA settlement
2 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
3 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
4 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
5 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
6 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

7 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
8 by a Participating Class Member, including the right to file responsive documents in Court no
9 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
10 by the Court.

11 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope of
13 release to be granted by Class Members), the Parties will expeditiously work together in good
14 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
15 Approval. The Court’s decision to award less than the amounts requested for the Class
16 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
18 modification to the Agreement within the meaning of this paragraph.

19 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
21 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
22 and (iii) addressing such post-Judgment matters as are permitted by law.

23 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
24 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
25 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
26 counsel, and all Participating Class Members who did not object to the Settlement as provided in
27 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
28 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for

new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. First Amended Complaint. Pursuant to the Settlement, Plaintiff will file a First Amended Complaint in the Action prior to or concurrently with the filing of the Motion for Preliminary Approval, to add Class Action Claims and allegations, including claims for violation of split shift premium, for the sole purpose of the Settlement. The First Amended Complaint will be the operative complaint in this Action ("Operative Complaint"). Defendants shall not be required to file an Answer to the Operative Complaint and their Answer to the original Complaint shall be deemed to apply to the Operative Complaint.

11.2. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.

1 Nothing in this Agreement is intended or should be construed as an admission by Defendants
2 that Plaintiff had any right to file the First Amended Complaint or that any of the allegations in
3 the Operative Complaint have merit or that Defendants have any liability for any claims asserted;
4 nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in
5 the Action have merit. The Parties agree that the stipulation to file a First Amended Complaint
6 and class certification and representative treatment is for purposes of this Settlement only. If, for
7 any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, the
8 stipulation to file the First Amended Complaint shall have no effect and Defendants reserve the
9 right to contest certification of any class for any reasons, and Defendants reserve all available
10 defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
11 on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement
12 and Parties' willingness to settle the Action will have no bearing on, and will not be admissible
13 in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
14 and this Agreement). If the Court does not grant Preliminary and Final Approval of the Class
15 and PAGA Action Settlement, the Parties will not stipulate to the amendment to add Class Action
16 Claims, nor allegations, and the and the Parties will return to their respective positions prior to
17 the Settlement.

18 11.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
19 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
20 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
21 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
22 or indirectly, specifically or generally, to any person, corporation, association, government
23 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
24 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
25 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
26 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
27 government agency. Each Party agrees to immediately notify each other Party of any judicial or
28 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,

1 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
2 conversation or other communication, before the filing of the Motion for Preliminary Approval,
3 any with third party regarding this Agreement or the matters giving rise to this Agreement except
4 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
5 restrict Class Counsel’s communications with Class Members in accordance with Class
6 Counsel’s ethical obligations owed to Class Members.

7 11.4. No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
10 ability to communicate with Class Members in accordance with Class Counsel’s ethical
11 obligations owed to Class Members.

12 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator and/or the Court for resolution.

28 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
3 action, or right released and discharged by the Party in this Settlement.

4 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
7 Part 10, as amended) or otherwise.

8 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed, or waived only by an express written instrument signed by all Parties or their
10 representatives, and approved by the Court.

11 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
12 the benefit of, the successors of each of the Parties.

13 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
14 governed by and interpreted according to the internal laws of the state of California, without
15 regard to conflict of law principles.

16 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
17 this Agreement. This Agreement will not be construed against any Party on the basis that the
18 Party was the drafter or participated in the drafting.

19 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
20 during Action and in this Agreement relating to the confidentiality of information shall survive
21 the execution of this Agreement.

22 11.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
23 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
24 Defendants in connection with the mediation, other settlement negotiations, or in connection with
25 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
26 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

27 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
28 inserted for convenience of reference only and does not constitute a part of this Agreement.

1 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
2 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day
4 thereafter.

5 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
6 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall
7 be accepted as an original. All executed counterparts and each of them will be deemed to be one
8 and the same instrument if counsel for the Parties will exchange between themselves signed
9 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
10 and contents of this Agreement.

11 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
12 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
13 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
14 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
15 process.

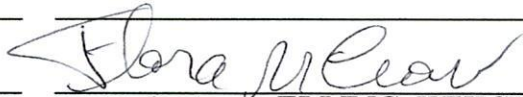
16 11.20. Interpretation of the Agreement. This Agreement constitutes the entire agreement
17 between the Parties with respect to its subject matter. Except as expressly provided herein, this
18 Agreement has not been executed in reliance upon any other written or oral representations or
19 terms, and no such extrinsic oral or written representations or terms shall modify, vary or
20 contradict its terms. The Parties, and each of them, participated in the negotiation and drafting of
21 this Agreement and had available to them the advice and assistance of independent counsel. As
22 such, neither Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be
23 construed against the other. The Agreement may be modified only by a writing signed by counsel
24 for the Parties and approved by the Court.

25 11.21. Severability. In the event that one or more of the provisions contained in this Agreement
26 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
27 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and
28 Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to

1 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
2 Agreement.

3
4 **IT IS SO AGREED:**

5
6
7 For Plaintiff, Marcela Martinez De Baeza


8 For Defendants, ELI INC. WHICH WILL
9 DO BUSINESS IN CALIFORNIA AS NALAS
10 RESIDENTIAL FACILITY and FLORA M.
11 CROW

12 Michael H. Boyamian
13 Attorneys for Plaintiff MARCELA
14 MARTINEZ DE BAEZA,
15 Individually and on Behalf of All Others
16 Similarly Situated


17 Kevin R. Nowicki
18 Attorneys for ELI INC. WHICH WILL
19 DO BUSINESS IN CALIFORNIA AS NALAS
20 RESIDENTIAL FACILITY and FLORA M.
21 CROW

proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Firmado por:

Marcela Martínez de Baeza

740CD68DD200498...

4/29/2026

For Plaintiff, Marcela Martinez De Baeza

For Defendants, ELI INC. WHICH WILL
DO BUSINESS IN CALIFORNIA AS NALAS
RESIDENTIAL FACILITY and FLORA M.
CROW



Michael H. Boyamian
Attorneys for Plaintiff MARCELA
MARTINEZ DE BAEZA,
Individually and on Behalf of All Others
Similarly Situated

Kevin R. Nowicki
Attorneys for ELI INC. WHICH WILL
DO BUSINESS IN CALIFORNIA AS NALAS
RESIDENTIAL FACILITY and FLORA M.
CROW

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND DATE FOR FINAL APPROVAL HEARING**

Baeza v. Eli Inc. d/b/a Nalas Residential Facility, et al.
(County of Los Angeles, California Superior Court Case No.
23STCV19734)

As a current or former non-exempt, hourly-paid California employee of Nalas Residential Facility, you are entitled to receive money from a class

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Eli Inc. d/b/a Nalas Residential Facility, (the “Company” or “Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed, hired or utilized by Nalas as a nonexempt, hourly employee or “emergency” employee or independent contractor (excluding family members) working in Nalas Adult Residential Care homes as a Caregiver, Direct Support Professional, Direct Care Staff-Aid or any other similarly titled position in California at any time during the period from June 12, 2022 through January 6, 2026 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Baeza v. Eli Inc. d/b/a Nalas Residential Facility, et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 23STCV19734 (the “Lawsuit”), which seeking damages and other penalties and alleges that Defendants: (1) failed to pay minimum wages and designated rates; (2) failed to pay split shift premiums; (3) failed to pay overtime compensation (4) failed to provide timely and adequate meal and rest breaks; (5) failed to provide accurate, itemized wage statements; (6) failed to pay wages upon termination; (7) violations of sick pay; (8) waiting time penalties; and (9) unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”). Defendants vigorously deny all of these allegations and contend that they have fully complied with all applicable laws. In order to avoid the uncertainties of litigation, the Parties have agreed to settle this Lawsuit.
- On _____, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS
SETTLEMENT**

DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

YOU CAN OPT OUT OF THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT	Exclude yourself from the Class Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from June 12, 2022 through the end of the Class Period, ("PAGA Period") as a non-exempt, hourly-paid employee of the Company, as well, then you will be deemed an "Aggrieved Employee" for purposes of the Settlement and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the Class Settlement. You cannot opt out of the PAGA Settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration. about why you object to the settlement, and they will forward your concerns to counsel for the Parties which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 53 of the Stanley Mosk Courthouse of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at _____.m. on _____, in the Stanley Mosk Courthouse of the Los Angeles County Superior Court, located at located at 111 North Hill Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you are currently or formerly employed, hired or utilized by Nalas as a nonexempt, hourly employee or "emergency" employee or independent contractor (excluding family members) working in Nalas Adult Residential Care homes as a Caregiver, Direct Support Professional, Direct Care Staff-Aid or any other similarly titled position in California at any some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Marcella Martinez De Baeza was a former employee who worked as non-exempt, hourly-paid employee or emergency employee of the Company. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendants’ alleged failure to pay minimum wages and designated rates, failure to pay split shift premiums, failure to pay overtime, failure to provide timely and adequate meal and rest breaks, failure to pay wages upon termination, violations of sick pay, waiting time penalties and unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”) Defendants deny all of the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$135,000 unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$3,990; (2) a service award of up to \$10,000 to Plaintiff Marcella Martinez de Baeza for her time and effort in pursuing this case, and in exchange for a broader release of claims against Defendants; (3) up to 35% of the Gross Settlement Amount for attorneys’ fees of \$47,250 and reasonable expenses amounts that will not exceed \$15,000; and (4) payment allocated to PAGA penalties in the amount of up to \$10,000.00 of the Gross Settlement Amount. Pursuant to the settlement of the PAGA claims, seventy-five percent (75%) of the amount allocated toward PAGA, or \$7,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$2,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$51,260 will be available for distribution to Class Members and Aggrieved Employees (“Net Settlement Amount”).

Defendant represents that there are 1,144 Pay Periods worked by the 39 Class Members and Aggrieved Employees during the Class and PAGA Period (through January 12, 2026). The Pay Period Value is calculated by dividing the originally agreed-upon Gross Settlement Amount (\$135,000) by 1,144, which amounts to a Pay Period Value of \$118.00. If the number of Pay Periods exceeds 1,079 by more than 10%, the GSV (i.e. 1,187 or above) will increase pro rata per additional Pay Period, i.e., the Pay Period Value is \$125.12.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period (“Eligible Pay Periods”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Pay Periods attributed to the Class Member by all Eligible Pay Periods attributed to members of the Settlement Class, multiplied

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Pay Periods ÷ total Settlement Class Eligible Pay Periods) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$2,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Pay Periods] Pay Periods as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] PAGA Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for settlement of PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to California Controller's Office, Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by the Company to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Company fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: means all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint, all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay all hours worked; (2) all claims for failure to pay minimum wages; (3) all claims for failure to pay overtime wages; (4) all claims for failure to provide compliant meal periods, or compensation in lieu thereof; (5) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (6) all claims for failure to pay wages on termination and waiting time penalties; (7) all claims for failure to provide accurate, itemized wage statements; (8) all claims for failure to indemnify; (9) all claims for failure to provide paid sick leave; (10) all claims for failure to pay split shift premiums; (11) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint; and (12) all claims for violation of Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.2, 225.6, 226, 226.3, 226.7, 227.3, 246 *et. seq.*, 247.5, 404, 432, 510, 511, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194-1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698, 2699, 2802, 2810.5, and California Code of Regulations, Title 8, section 11050.

Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties, and any other available relief pursuant to PAGA, that were, or reasonably could have been, alleged based on the facts contained in Plaintiff Marcela Martinez De Baeza's Labor and Workforce Development Agency Notice Letter and the Operative Complaint, including, all claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1, 1174.5, 1194.2, 1197.1, 2699 and 2699.3 in connection with violations of Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.2 226, 226.3, 226.7, 227.3, 246 *et. seq.*, 247.4, 404, 432, 510, 511, 512, 551, 552, 1102.5, 1174, 1174.5, 1182.12, 1194-1197, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, 2698 and California Code of Regulations, Title 8, section 11050.

Released Parties" means Defendants and each of their former and present parents, subsidiaries and affiliated corporations and entities and all of their current and former owners, shareholders, members, agents, investors, investment bankers, accountants, insurers, reinsurers, attorneys, officers, directors, employees, managers, partners, trustees, subrogees, executors, administrators, employee benefit plans, predecessors, successors, and assigns, and all spouses, children and family members of the foregoing individuals.

Option 2 – Opt Out of the Settlement

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must reasonably communicate that you wish to be excluded from the Settlement and must include your name, address, and email address or telephone number. Sign, date and fax, email or mail your written request for exclusion to the address below.

APEX
Class
Action
Adminis-
tration.
[Mailing
Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An Aggrieved Employee may not request exclusion from the settlement of the PAGA claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing, by fax, email or mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____ at ____:____.m. in Department 53 of the Stanley Mosk Courthouse of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BOYAMIAN LAW, INC.

Michael H. Boyamian, SBN 256107
550 N. Brand Blvd., Suite 1500
Glendale, California 91203
Telephone: (818) 547-5300
Facsimile: (818) 547-5678
E-mail(s): michael@boyamianlaw.com

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 53 of the Stanley Mosk Courthouse of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE
JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH
INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]