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24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
25 **FOR THE COUNTY OF KERN**

26 KHALID ABU-DAYYEH, and AMINAH  
27 UWAIS, individually and on behalf of all  
28 others similarly situated,

Plaintiff,

v.

GUIDANCE RESIDENTIAL, LLC, a  
Delaware Limited Liability Company, and  
DOES 1 to 10,

Defendants.

Case No. BCV-20-102367

**STIPULATION AND AGREEMENT OF  
COMPROMISE AND SETTLEMENT OF  
CLASS AND REPRESENTATIVE  
ACTION**

1 This Stipulation and Agreement of Compromise and Settlement (“Settlement Agreement”) is made  
2 and entered into between the Class Representatives/Plaintiffs Khalid Abu-Dayyeh and Aminah Uwais,  
3 (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as defined  
4 below), by and through their counsel of record, on the one hand, and Guidance Residential, LLC  
5 (“Defendant”), by and through its counsel of record, on the other hand, and is subject to the approval of  
6 the Court, as provided below. This Settlement Agreement is intended by the Class Representatives and  
7 Defendant to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims  
8 (as defined below), upon and subject to the terms and conditions hereof, as follows:

9 **1. Definitions.** As used herein, for the purposes of this Settlement Agreement only, the  
10 following terms will be defined as set forth below:

11 **1.1 “Action”** means the above-captioned matter entitled *Khalid Abu-Dayyeh and*  
12 *Aminah Uwais v. Guidance Residential, LLC*, pending in the Kern County Superior  
13 Court, Case No. BCV-20-102367.

14 **1.2 “Settlement Class”** refers to all current and former employees of Defendant who  
15 were employed in California as non-supervisory outside sales account executives  
16 at any time from July 16, 2016, through the date of preliminary approval of the  
17 settlement, who do not opt out pursuant to the procedure set forth below at  
18 paragraph 7.7.

19 **1.3 “Class Period”** will be July 16, 2016, through the date of preliminary approval of  
20 the settlement.

21 **1.4 “Class Counsel”** refers to the attorneys of record for the Class Representatives,  
22 *i.e.*, Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C. and  
23 Amir Seyedfarshi of Employment Rights Law Group, APC.

24 **1.5 “Settlement Class Member”** refers to any member of the Settlement Class, as that  
25 term is defined herein.

26 **1.6 “Class Participant”** refers to any Settlement Class Member who does not opt out  
27 pursuant to the procedure set forth below at paragraph 7.7.

28 **1.7 “Class Notice”** refers to the form of direct-mail notice to Settlement Class

1 Members, substantially in the form attached hereto as “Exhibit A,” as may be  
2 modified by the Court.

3 **1.8 “Class Representatives”** refers to Plaintiffs Khalid Abu-Dayyeh and Aminah  
4 Uwais.

5 **1.9 “Court”** refers to Department 17 of the Kern County Superior Court, the Honorable  
6 Thomas S. Clark, presiding.

7 **1.10 “Final Fairness Hearing”** refers to the hearing at which the Court will make a  
8 final determination whether the terms of the Settlement Agreement are fair,  
9 reasonable, and adequate for the Settlement Class and meet all applicable  
10 requirements for approval, and, if the Settlement is so approved, whether a  
11 judgment should be entered thereon, whether the Class Representatives’ application  
12 for an enhancement should be granted, and whether an application by Class Counsel  
13 for an award of reasonable attorneys’ fees and reimbursement of their reasonable  
14 costs and expenses should be granted.

15 **1.11 “Final Approval Order”** refers to the final order by the Court approving the  
16 Settlement Agreement following the Final Fairness Hearing.

17 **1.12 “Final Effective Date”** refers to the date by which the following has occurred:  
18 (1) the Settlement Agreement has been executed by all Parties, Class Counsel and  
19 Defense Counsel; (2) the Court has given preliminary approval to the Settlement  
20 Agreement; (3) the Notice of Class Action Settlement has been given to the  
21 Settlement Class Members, providing them with an opportunity to object to the  
22 terms of the Settlement Agreement or to opt out of the Settlement Agreement; (4)  
23 the Court has held a Final Fairness Hearing and entered a Final Order of Approval  
24 and Judgment certifying the Settlement Class, and approving the Settlement  
25 Agreement; and (5) solely in the event that there are any objections to the settlement  
26 (the filing of an objection being a prerequisite to the filing of an appeal), the later  
27 of (a) the last date on which an appeal might be filed, or (b) the final resolution of  
28 any appeal(s) filed, including expiration of any time to seek reconsideration or

1 further review.

2 **1.13 “Gross Settlement Amount”** refers to the maximum settlement amount Defendant  
3 will be obligated to pay, i.e., the gross amount of \$150,000.00, within ten (10)  
4 business days following the Final Effective Date.

5 **1.14 “Judgment”** refers to the final judgment by the Court approving the Settlement.

6 **1.15 “Net Settlement Amount”** will be defined as the Gross Settlement Amount, less  
7 the amounts awarded by the Court for attorneys’ fees, costs, administrative  
8 expenses, PAGA Payments to the LWDA, and enhancements, as provided for in  
9 Paragraphs 4.1 – 4.6.

10 **1.16 “Notice Date”** refers to the date ordered by the Court for the dissemination of the  
11 direct mail Class Notice, a date that is expected to be approximately 30 calendar  
12 days after the Preliminary Approval Order Date.

13 **1.17 “Parties”** refers to Plaintiffs and Defendant.

14 **1.18 “Preliminary Approval Order”** refers to the order by the Court granting  
15 preliminary approval to the Settlement Agreement and directing the parties to  
16 disseminate the Class Notice to the Settlement Class Members.

17 **1.18 “Preliminary Approval Order Date”** refers to the date on which the Court enters  
18 the Preliminary Approval Order.

19 **1.19 “Settlement Administrator”** refers to Phoenix Settlement Administrator, an  
20 independent third-party that will be engaged by the Parties and paid out of the Gross  
21 Settlement Amount, with the approval of Defendant, to perform the notice,  
22 settlement administration, and distribution functions further described in this  
23 Settlement Agreement.

24 **1.20 “Settlement Agreement”** refers to this Stipulation and Agreement of Compromise  
25 and Settlement of Class and Representative Action, exhibits annexed thereto, and  
26 any permitted and executed amendments hereto.

27 **1.21 “Settlement Sum”** refers to the amount that will be payable to each Class  
28 Participant as determined in accordance with the provisions of Paragraph 3.2.

1           **1.22**    “**Settling Parties**” refers to the Plaintiffs, the Class Participants, and Defendant.

2           **1.23**    “**Workweek**” refers to a week worked by any and all persons employed in  
3                           California by Defendant as a non-supervisory outside sales account executive  
4                           during the Class Period.

5           **2.       Conditional Class.** For purposes of this Settlement Agreement only, Plaintiffs and  
6 Defendant stipulate to conditional certification of the following conditional class:

7                           All current and former employees of Defendant who were employed in California  
8                           as non-supervisory outside sales account executives at any time from July 16, 2016,  
9                           through the date of preliminary approval of the Settlement.

10 The Parties agree that certification for the purpose of settlement is not an admission that class certification  
11 is proper under Section 382 of the California Code of Civil Procedure. If for any reason this Settlement  
12 Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class  
13 certification will be inadmissible and will have no effect in this matter or in any claims brought on the  
14 same or similar allegations, and the Parties will revert to the respective positions they held prior to entering  
15 into the Settlement Agreement.

16           **3.       Payments to Class Participants.**

17           **3.1**     Defendant will make available to the Settlement Administrator for payment to Class  
18                           Participants, the Net Settlement Amount as defined in Paragraph 1.15, within ten  
19                           (10) business days following the Final Effective Date.

20           **3.2**     Class Participants are not required to submit a claim form to receive a payment  
21                           from the Net Settlement Amount. The Net Settlement Amount will be divided pro  
22                           rata among Class Participants based on the Class Participant’s number of  
23                           Workweeks worked during the Class Period. The individual settlement awards will  
24                           be determined by dividing the Net Settlement Amount by the total number of  
25                           Workweeks by all Class Participants during the Class Period, resulting in the  
26                           Workweek Value. The Workweek Value is then multiplied by the number of  
27                           Workweeks worked by each Class Participant during the Class Period to determine  
28                           the Class Participant’s Settlement Sum. Defendant’s Workweek data will be

1 presumed to be correct, unless a particular Class Participant proves otherwise to  
2 Defendant through the Settlement Administrator by credible documentary  
3 evidence. All Workweek disputes will be resolved and decided by the Defendant  
4 and the Settlement Administrator as set forth in Paragraph 7.8. The entire Net  
5 Settlement Amount will be paid out to the Class Participants (i.e., Settlement Class  
6 Member who do not opt out of the Settlement) on a “checks cashed” basis (i.e., all  
7 Class Participants who do not opt out will receive a check automatically), and there  
8 will be no reversion of any portion of the Gross Settlement Amount to Defendant.

9 **4. Additional Benefits to the Class.**

10 **4.1 Attorneys’ Fees.** Defendant will pay any attorneys’ fees awarded to Class Counsel  
11 out of the Gross Settlement Amount. Class Counsel will apply to the Court for  
12 approval of an award of attorneys’ fees in an amount that will not exceed one-third  
13 of the Gross Settlement Amount, i.e., \$50,000.00, in accordance with the applicable  
14 legal precedents therefore, and conditioned upon the Settlement reaching its Final  
15 Effective Date. Payment will be made to Class Counsel by the Settlement  
16 Administrator from the Gross Settlement Amount within ten (10) business days of  
17 the Final Effective Date. Class Counsel will not apply to the Court for an award of  
18 attorneys’ fees that is greater than the amount set forth in this Settlement  
19 Agreement, and, in no event will Defendant be required to pay Class Counsel more  
20 than \$50,000.00 in attorneys’ fees, all of which will be paid by the Settlement  
21 Administrator from the Gross Settlement Amount, within fifteen (fifteen) business  
22 days following the Final Effective Date. Any reduction by the Court in attorneys’  
23 fees awarded to Class Counsel will revert to the Net Settlement Amount and be  
24 distributed to all Class Participants on a pro-rata basis proportionate to the amounts  
25 due pro rata to each Class Participant, in accordance with paragraph 3.2.

26 **4.2 Expenses.** Defendant will pay expenses awarded to Class Counsel out of the Gross  
27 Settlement Amount so long as those expenses do not exceed \$3,000.00. Class  
28 Counsel will apply to the Court for approval of an award of expenses in an amount

1 not to exceed \$3,000.00 in accordance with the applicable legal precedents  
2 therefore, and conditioned upon the Settlement reaching its Final Effective Date.  
3 Payment will be made to Class Counsel by the Settlement Administrator from the  
4 Gross Settlement Amount within fifteen (15) business days following the Final  
5 Effective Date. Expenses were not negotiated until a settlement was reached in  
6 principle as to all major issues pertaining to the claims of the Settlement Class. Any  
7 reduction by the Court in attorneys' expenses awarded to Class Counsel will revert  
8 to the Net Settlement Amount and be distributed to all Class Participants on a pro-  
9 rata basis proportionate to the amounts due pro rata to each Class Participant, in  
10 accordance with paragraph 3.2.

11 **4.3 Additional Compensation to Class Representatives.** Class Counsel will petition  
12 the Court for enhancements for the Class Representatives to compensate them for  
13 their time and energy spent in serving as the Class Representatives. Class  
14 Counsel's application for enhancements for the Class Representatives will not  
15 exceed \$7,500.00 for each of the Class Representatives. Defendant (through the  
16 Settlement Administrator) will provide an IRS Form 1099 for all amounts paid as  
17 an enhancement. The enhancements will be independent of any other benefits to  
18 which the Class Representatives may be entitled as Class Participants pursuant to  
19 this Settlement Agreement and plan of allocation. Enhancement payments to the  
20 Class Representatives will be paid by the Settlement Administrator from the Gross  
21 Settlement Amount within fifteen (15) business days following the Final Effective  
22 Date. Any reduction by the Court in the enhancements awarded to the Class  
23 Representatives will revert to the Net Settlement Amount and be distributed to all  
24 Class Participants on a pro-rata basis proportionate to the amounts due pro rata to  
25 each Class Participant, in accordance with paragraph 3.2.

26 **4.4 Notice and Administration Costs.** All costs of settlement notice and settlement  
27 administration will be paid from the Gross Settlement Amount. Class Counsel will  
28 apply to the Court for payment to the Settlement Administrator for the Class Notice,

1 and related administration costs as expenses which are estimated to be  
2 approximately \$4,000, in accordance with applicable legal precedents. Class  
3 Notice and related administration costs will be paid to the Settlement Administrator  
4 from the Gross Settlement Amount within fifteen (15) business days following the  
5 Final Effective Date. Class Notice and administration costs were not negotiated  
6 until a settlement was reached in principle as to all major issues pertaining to the  
7 claims of the Settlement Class. The Parties will be responsible for structuring and  
8 disseminating any notices in accordance with the Court's orders.

9 **4.5 Limitation on Costs and Fees.** Except as provided in this Settlement Agreement,  
10 Defendant will not be required to pay any other expenses, costs, damages or fees  
11 incurred by the Class Representatives, by any Class Member, by the Settlement  
12 Class, or by any of their attorneys, experts, advisors, agents or representatives. Any  
13 award of attorneys' fees, costs and expenses payable hereunder to Class Counsel  
14 will be in complete satisfaction of any and all claims for such attorneys' fees, costs  
15 and expenses, under state or federal law, which the Class Representatives, the  
16 Settlement Class, any Settlement Class Member, any Class Participant, Class  
17 Counsel, or any other attorneys have or may have against Defendant arising out of  
18 or in connection with the Action and its Settlement, including, but not limited to,  
19 any claims for attorneys' fees, costs and expenses involved in litigating the Action  
20 and in negotiating and implementing this Settlement Agreement, as well as  
21 attorneys' fees, costs and expenses incurred through and after the final disposition  
22 and termination of the Action and including any and all appeals. Defendant will  
23 not be responsible for distributing or apportioning any award of attorneys' fees and  
24 expenses among Class Counsel.

25 **4.6 Payments to the California Workforce Development Agency.** The Parties will  
26 apply to the Court for approval of payment under the California Private Attorneys  
27 General Act ("PAGA"). Defendant will pay up to \$10,000.00 (the "PAGA  
28 Payment") from the Gross Settlement Amount for penalties under PAGA,



1 \$7,500.00 of which will be paid directly to the LWDA. The remaining \$2,500.00  
2 will be distributed to the Settlement Class by the Settlement Administrator as part  
3 of the Net Settlement Amount. In the event the LWDA rejects this allocation, the  
4 parties will meet and confer with the Court and the LWDA to reach a penalty  
5 allocation acceptable to all parties that does not materially alter the terms of the  
6 Settlement, nor require Defendant to pay more than the Gross Settlement Amount.  
7 As part of its Settlement Administration duties, the Settlement Administrator will  
8 submit a copy of the Settlement Agreement to the LWDA prior to composing its  
9 declaration in support of final approval, and will remit the Court-approved LWDA  
10 PAGA payment.

11 **4.7 Persons Objecting to the Settlement.** Neither Defendant nor the Settlement Class  
12 will be responsible for any additional fees, costs or expenses related to any  
13 Settlement Class Members who submit objections to the Settlement Agreement or  
14 any appeal by an objector arising from the Action for attorneys' fees, costs, or  
15 expenses of any kind. Any such fees and expenses are included in the fees and  
16 expenses paid to Class Counsel as set forth in paragraphs 4.1 and 4.2 and limited  
17 by this Stipulation.

18 **5. No Admissions.** The Settling Parties understand and agree that this Settlement Agreement  
19 is the result of a good faith compromise settlement of disputed claims, and Defendant is entering into this  
20 Agreement solely to resolve doubtful and disputed matters. No part of this Settlement Agreement or any  
21 conduct or written or oral statements made in connection with this Settlement and this Settlement  
22 Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or  
23 construed to be an admission or concession of any kind by Defendant or any of the Releasing or Released  
24 Parties or anyone else. In particular, but without limiting the generality of the foregoing, nothing about  
25 this Settlement Agreement will be offered or construed as an admission that Defendant has failed to pay  
26 any Settlement Class Member in accordance with its obligations set forth in the California Labor Code or  
27 the Wage Orders of the California Industrial Welfare Commission, or of liability in general, or any  
28 wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released

1 Parties, including but not limited to, as alleged in the forthcoming operative Complaint in this matter.

2 **6. Judgment and Release.** In exchange for the consideration set forth in this Settlement  
3 Agreement, the Class Representatives, the Settlement Class, and the Class Participants agree to enter a  
4 Judgment in the Action and to release all claims as set forth herein.

5 **6.1 Judgment.** Upon Final Approval of this Settlement Agreement, judgment will be  
6 entered by the Court and the Action will be resolved in its entirety.

7 **6.2 Released Claims by Class Members.** Upon Final Approval of this Settlement  
8 Agreement, the claims to be released by the Class Participants (i.e., Settlement  
9 Class Members who do not seek exclusion from this Settlement, pursuant to the  
10 procedure set forth in Paragraph 7.7), will include all claims plead in the PAGA  
11 Notice and the forthcoming operative Complaint against Defendant, its respective  
12 successors, current and former parent and subsidiaries, and each of its and their  
13 respective officers, directors, attorneys, agents, and employees and any other  
14 person or entity that could be jointly liable with it or them for the claims  
15 (collectively, the “Released Parties”), including claims for Defendant’s alleged  
16 failure to reimburse business expenses in violation of Labor Code § 2802, failure  
17 to provide accurate/complete wage statements in violation of Labor Code §§ 226  
18 and 226.3, failure to pay timely wages in violation of Labor Code §§ 204 and 210,  
19 alleged UCL violations based on the foregoing pursuant to Business and  
20 Professions Code § 17200, *et seq.*, and PAGA Penalties for Defendant’s alleged  
21 violations of Labor Code § 2802 pursuant to Labor Code § 2699.

22 **6.3 Released Claims.** The claims set forth in all of paragraph 6.2 hereinabove will be  
23 referred to as the (“Released Claims”).

24 **6.4 Effective Dates of Release.** The Release set forth in paragraph 6.2 will cover all  
25 claims held by the Releasing Parties from July 16, 2016, through the date of  
26 Preliminary Approval.

27 **6.5 Released Claims by the Class Representatives.** The Class Representatives  
28 hereby fully and finally release and discharge the Released Parties (defined in Section 6.2,

1 above) from any and all of the Released Claims (defined in Section 6.3, above) and from  
2 any and all other claims, charges, complaints, liens, demands, agreements, contracts,  
3 covenants, actions, suits, causes of action, penalties, wages, obligations, debts, expenses,  
4 damages, attorneys' fees, costs, judgments, orders, and liabilities of whatever kind or  
5 nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, that the  
6 Class Representatives have, now have, or may hereafter claim to have against the Released  
7 Parties arising out of, or relating in any way to, the Class Representatives' hiring by,  
8 employment with, separation of employment with, or any other transactions, occurrences,  
9 acts or omissions or any loss, damage or injury whatsoever, known or unknown, suspected  
10 or unsuspected, resulting from any act or omission by or on the part of any Released Party  
11 (the "Class Representatives' Released Claims"), arising or accruing from the beginning of  
12 time up through the Final Approval Order Date ("Class Representatives' Released  
13 Period"). The Class Representatives' Released Claims include, but are not limited to,  
14 claims arising from or dependent on the California Labor Code; the Wage Orders of the  
15 California Industrial Welfare Commission; California Business and Professions Code  
16 section 17200 *et seq.*; the California Fair Employment and Housing Act, Cal. Gov't Code  
17 § 12900 *et seq.*; the California Healthy Workplaces, Healthy Families Act, Cal. Labor Code  
18 § 245 *et seq.*, the California common law of contract and tort; Title VII of the Civil Rights  
19 Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee  
20 Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Labor  
21 Standards Act, 29 U.S.C. § 201 *et seq.*, the Portal to Portal Act, 29 U.S.C. § 251 *et seq.*,  
22 and the Families First Coronavirus Response Act. Class Representatives also acknowledge  
23 that they have read Section 1542 of the California Civil Code, which provides as follows:  
24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
26 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
27 **AND THAT, WHICH IF KNOWN BY HIM OR HER, WOULD HAVE**  
28 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**

1                   **OR RELEASED PARTY.**

2                   Class Representatives further warrant that they understand that Section 1542 gives them  
3                   the right not to release existing claims of which they are not now aware, unless they  
4                   voluntarily choose to waive this right. Having been so apprised, Class Representatives  
5                   nevertheless voluntarily waive the rights described in Section 1542, and elect to assume all  
6                   risks as to their Released Claims set forth in paragraph 6.5 herein that now exist in their  
7                   favor, known or unknown.

8                   **7. Class Notice and Settlement Administration.**

9                   **7.1 Engagement of Settlement Administrator.** The Parties have agreed to retain  
10                   Phoenix Settlement Administrator as the Settlement Administrator to perform the  
11                   notice and other settlement administration functions necessary for the parties to  
12                   fulfill their settlement obligations.

13                   **7.1.1** The Settlement Administrator will perform the customary duties of a  
14                   Settlement Administrator including, but not limited to the following:  
15                   (a) preparing, printing and disseminating the Class Notice; (b) promptly  
16                   furnishing to Class Counsel and Defense Counsel copies of all objections  
17                   and requests for exclusions received; (c) administering the Settlement,  
18                   including determining each Settlement Class Member's status as a member  
19                   of the Settlement Class and verifying the information contained in any  
20                   documents submitted by Class Participants; and (d) distributing a  
21                   Settlement Sum to each Class Participant. Additionally, the Settlement  
22                   Administrator will handle all tax document preparation and filing, including  
23                   state and federal tax forms, if any.

24                   **7.1.2** On a weekly basis after the Notice Date, the Settlement Administrator will  
25                   provide Defense Counsel and Class Counsel with a summary report,  
26                   including the total number of Class Notices that were returned as  
27                   undeliverable, and the total number of objections and requests for  
28                   exclusions received. The Settlement Administrator will maintain records of

1 its work, which will be available for inspection upon request by Defense  
2 Counsel or Class Counsel.

3 **7.2 Identification of Class Members.**

4 **7.2.1** Defendant will complete a review of its records to identify the Settlement  
5 Class Members.

6 **7.2.2** Within fifteen (15) calendar days of the entry of the Preliminary Approval  
7 Order, Defendant will provide the Settlement Administrator with the  
8 following information:

9 **7.2.2.1** the names, last known addresses, and social security  
10 numbers of each Settlement Class Member;

11 **7.2.2.2** the total number of Work Weeks worked by each Settlement  
12 Class Member during the Class Period; and

13 **7.2.2.3** such other information that the Settlement Administrator  
14 requires to identify Settlement Class Members.

15 **7.2.2.4** The information described in subparagraphs 7.2.2.1 through  
16 7.2.2.3 will be collectively referred to as the “Class Data  
17 List.”

18 **7.2.3** Upon its receipt of the Class Data List, the Settlement Administrator will  
19 access the National Change of Address (“NCOA”) Database, and update the  
20 addresses maintained by Defendant.

21 **7.2.4** On or before the Notice Date, (*i.e.*, within 30 calendar days of the entry of  
22 the Preliminary Approval Order) the Settlement Administrator will send the  
23 Class Notice by first class mail, forwarding requested, to the Settlement  
24 Class Members at the addresses identified through the process described  
25 above.

26 **7.2.5** As to any Class Notices that are returned by the Post Office as undeliverable  
27 or where the NCOA Database indicates that the last known address of any  
28 Settlement Class Member is invalid or otherwise undeliverable or not

1 appropriate for receipt of the Class Notice, the Settlement Administrator  
2 will perform a skip trace procedure. Such skip-trace procedure will be  
3 performed upon receipt of the notice thereof on a batch basis for efficiency  
4 reasons. If this procedure reveals a new address, the Settlement  
5 Administrator will within five (5) business days thereafter re-mail the Class  
6 Notice to the new address.

7 **7.2.6** If Defendant and the Settlement Administrator determine, based upon  
8 further review of available data, that a person previously identified as being  
9 a Settlement Class Member should not be so included or identify a person  
10 who should have been included as a Settlement Class Member but was not  
11 so included, Defendant and the Settlement Administrator will promptly  
12 delete or add such person as appropriate and notify Class Counsel prior to  
13 such deletions or additions (and the reasons therefore).

14 **7.2.7** The time periods and methodologies set forth herein reflect Defendant's  
15 best current belief as to its ability to make such identifications and it is  
16 understood that Defendant, in undertaking the tasks set forth herein, will  
17 use reasonable efforts to identify all Settlement Class Members and to  
18 determine their last known addresses and social security numbers, as  
19 provided in Paragraphs 7.2.1 and 7.2.2, and to do so within the stated time  
20 periods.

21 **7.2.8** Other than the obligations set forth in this Settlement Agreement, Defendant  
22 will have no additional obligation to identify or locate any Settlement Class  
23 Member.

24 **7.3 Final Fairness Hearing.** The Settling Parties will contact the Court and reserve a  
25 date for the Final Fairness Hearing at the time Preliminary Approval is granted.

26 **7.4 Objections to the Settlement.** Any Settlement Class Member may object to the  
27 proposed Settlement, or any portion thereof, by mailing a written objection, and  
28 supporting papers, if any, to the Settlement Administrator at the addresses that are

1 set forth in the Class Notice. To be timely, all objections must be postmarked no  
2 later than sixty (60) days after the Notice Date (“Objection Deadline”). A written  
3 objection must contain the objecting person’s full name, current address, and  
4 include all objections and the reasons therefore, and include any and all supporting  
5 papers (including, without limitation, all briefs, written evidence, and declarations).  
6 A Settlement Class Member who desires to object but who fails to comply with the  
7 objection procedure set forth herein will be deemed to have not objected. The  
8 Settlement Administrator will send all objections by *.pdf* to counsel for Defendant  
9 and Class Counsel. Class Counsel will file all objections with the Court. If a  
10 Settlement Class Member wishes to appear at the Final Fairness Hearing and  
11 present his or her objection to the Court orally, the objector’s written statement  
12 must include the objector’s statement of intent to appear at the Final Fairness  
13 Hearing. Only Settlement Class Members who specify in their objections that they  
14 intend to present objections orally at the Final Fairness Hearing will have the right  
15 to present their objections orally at the Final Fairness Hearing. Any Settlement  
16 Class Member who does not timely file written objections and a notice of intent to  
17 appear will not be permitted to present his, her, or its objections at the Final Fairness  
18 Hearing. Any Settlement Class Member who files an objection and does not opt  
19 out remains a Class Participant and remains eligible to receive monetary  
20 compensation from the Settlement. However, Settlement Class Members who  
21 submit requests to opt-out as provided in paragraph 7.7, below, will not be entitled  
22 to submit objections and will not remain eligible to receive monetary compensation  
23 from the Settlement.

24 **7.5 All Settlement Class Member Who Do Not Opt Out Are Settling Parties.** All  
25 Settlement Class Members will be deemed to be within the Settlement Class for all  
26 purposes under this Settlement Agreement, will be bound by the terms and  
27 conditions of this Settlement Agreement, including all orders issued pursuant  
28 thereto, and will be deemed to have waived all unstated objections and opposition

1 to the fairness, reasonableness, and adequacy of this Settlement Agreement, and  
2 any of its terms, except those who properly and timely exclude themselves from  
3 this Settlement Agreement pursuant to the procedure set forth below at paragraph  
4 7.7.

5 **7.6 Effect of Settlement Agreement.** If the Settlement Agreement is given final  
6 approval, it will operate as a full, complete, and final release of all the Released  
7 Claims of the Class Representatives, and all the Released Claims of the Settlement  
8 Class Members, and all Releasing Parties.

9 **7.7 Exclusion.** In order for a Settlement Class Member to validly and effectively  
10 request exclusion from, and opt out of, this Settlement, the Settlement Class  
11 Member must submit a signed request to be excluded from this Settlement to the  
12 Settlement Administrator that is postmarked by, physically delivered to the  
13 Settlement Administrator, or faxed to the Settlement Administrator by no later than,  
14 sixty (60) calendar days after the Notice Date. The request for exclusion must (a)  
15 contain the name, address, telephone number, and last four digits of the social  
16 security number of the Settlement Class Member; and (b) be signed by the  
17 Settlement Class Member. If the request for exclusion does not contain the  
18 information listed in items (a) and (b), above, or if the request for exclusion is not  
19 timely submitted, it will not be deemed valid for exclusion from this Settlement.  
20 Any Settlement Class Member who requests to be excluded from this Settlement as  
21 provided in this paragraph will not receive any payment pursuant to this settlement,  
22 will have no right to object to this Settlement, and will not be bound by any release  
23 provided for in this Settlement Agreement.

24 **8. Notice Process.**

25 **8.1** Settlement Class Members will have sixty (60) calendar days from the date the  
26 Class Notices are mailed by the Settlement Administrator to postmark, physically  
27 deliver to the Settlement Administrator, or fax to the Settlement Administrator their  
28 Workweek disputes, requests for exclusion, and/or objections. The Settlement



1 Administrator will perform one skip-trace on returned mail and re-mail the Class  
2 Notice to an updated address (if any) immediately upon receiving notice that a Class  
3 Notice was undeliverable and will make best efforts promptly to re-mail a notice  
4 packet if an updated address is located. The re-mailed notice packet will contain  
5 an updated deadline to dispute Workweeks, request exclusion or object, which will  
6 be 30 days from the date of re-mailing. It is the intent of the Parties that reasonable  
7 means be used to locate Settlement Class Members.

8 **8.2** Included within the Class Notice sent to persons believed to be Settlement Class  
9 Members based on the identification information contained in Defendant's records  
10 will be pre-printed information about each Settlement Class Member's approximate  
11 share of the settlement based on Defendant's Workweek data. It will state (i) the  
12 total number of Workweeks worked by the Settlement Class Member during the  
13 Class Period according to Defendant's records, and (ii) the Settlement Class  
14 Member's approximate share of the Settlement Sum as determined in accordance  
15 with this Settlement Agreement, and subject to the limitations set forth herein.

16 **8.3** The Class Notice will also state that if the Settlement Class Member disagrees with  
17 the information set forth in the Class Notice regarding the number of Workweeks  
18 worked by the Settlement Class Member during the Class Period, the Settlement  
19 Class Member must submit to the Settlement Administrator the information that he  
20 or she believes is correct, explain the basis for such belief, and submit written  
21 documentation to support his or her challenge. Failure to submit timely written  
22 documentation to the Settlement Administrator to support such challenge means  
23 that Defendant's information will be controlling, without the need for a curative  
24 letter from the Settlement Administrator. The Settlement Administrator and  
25 Defendant will have the power to make the final determination as to any disputes.

26 **8.4** The Settlement Administrator will be responsible for issuing the payments and  
27 calculating, withholding and paying all required state and federal taxes, if any, and  
28 for communicating this information to Defense Counsel. Upon completion of its

1 calculation of payments, the Settlement Administrator will provide Class Counsel  
2 and Defense Counsel with a report listing the amount of all payments to be made  
3 to each Class Participant, in which the names of such Class Participants will be  
4 coded (the “Proof of Payment”). A copy of the Proof of Payment provided by the  
5 Settlement Administrator will be filed with the Court by Class Counsel.

6 **8.5** Payments to Class Participants by the Settlement Administrator will be made  
7 within fifteen (15) business days after the Final Effective Date. Checks will be  
8 mailed to the addresses used for the mailing of the Notices by the Settlement  
9 Administrator unless the Class Participant provides the Settlement Administrator  
10 with a different address prior to mailing of the checks.

11 **8.6** If a check sent to a Class Participant is returned with a forwarding address provided  
12 by the Postal Service, it will be re-mailed by the Settlement Administrator to the  
13 forwarding address provided. If a check is returned as undeliverable by the Postal  
14 Service or is otherwise designated by the Postal Service as having been sent to an  
15 invalid address, and the Class Participant did not provide the Settlement  
16 Administrator with additional address information after the mailing of the Check,  
17 the Settlement Administrator will provide the funds associated with such checks to  
18 the cy pres beneficiary of the settlement, “State Bar of California, Justice Gap  
19 Fund”, at the same time as it provides those settlement checks that have expired  
20 pursuant to Paragraph 8.7.

21 **8.7 Discharge of Obligations.** Defendant will fully discharge its obligations to those  
22 Class Participants to whom they will pay a Settlement Sum through the Settlement  
23 Administrator’s mailing of a check as set forth in Paragraphs 8.4 and 8.5, above,  
24 regardless of whether such checks are actually received and/or negotiated by the  
25 Class Participant. All checks that are not negotiated within 120 days of mailing to  
26 a Class Participant, or that are undeliverable under Paragraph 8.5, above, will not  
27 be re-issued and will be redistributed to the cy pres beneficiary of the settlement,  
28 “State Bar of California, Justice Gap Fund”. For purposes of determining whether

1 Defendant has met its financial obligation to pay the Settlement, Defendant will be  
2 deemed to have paid upon the Settlement Administrator's mailing of the check to  
3 the Class Participant, regardless of whether such Class Participant subsequently  
4 negotiates the check.

5 **8.8** Any Settlement Class Member or Class Participant who does not negotiate the  
6 check or does not submit a valid and timely request for exclusion will nonetheless  
7 be bound by the release provided for hereinabove, and will be barred from bringing  
8 any action against the Released Parties concerning the Released Claims.

9 **8.9 Dispute Resolution Procedure.** In the event of any disagreement between an  
10 actual or potential Settlement Class Member and Defendant regarding the right to  
11 receive a Settlement Sum or the amount of the Settlement Sum, the following  
12 dispute resolution procedure will be used: The actual or potential Settlement Class  
13 Member will set forth all facts supporting the person's dispute, any written  
14 statements from witnesses supporting the person's dispute, and any other  
15 supporting evidence to the Settlement Administrator. The Settlement  
16 Administrator will provide these items to Defense Counsel within three (3) business  
17 days of receipt for review and input. If the Parties cannot thereafter resolve the  
18 disagreement, the dispute will be resolved by the Settlement Administrator based  
19 on the records made available to the Settlement Administrator. The Settlement  
20 Administrator's decision will be final and non-appealable.

21 **9. Taxes.**

22 **9.1** The Settling Parties agree that the Settlement Payments to Class Participants will  
23 be considered payments for unreimbursed business expenses and penalties, for  
24 which an IRS Form 1099 will be issued.

25 **9.2** The Settlement Administrator will also be responsible for issuing any required state  
26 and federal reporting documents (such as IRS Form and 1099s) to Class  
27 Participants, Class Counsel, and the Class Representatives on behalf of Defendant.

28 **9.3** The Settlement Administrator will issue a Form 1099, under the terms set forth in

1 this Settlement Agreement, to Class Participants receiving settlement  
2 compensation.

3 **9.4** Any employer contributions and deductions (if any) required by any and all  
4 applicable federal, state, and local tax regulations will be paid from the Net  
5 Settlement Amount.

6 **9.5** For all purposes, payments will be deemed reimbursement to the Class Participant,  
7 whether a current or former relationship to Defendant exists, in the year the  
8 payment is actually made. It is expressly understood and agreed that the receipt of  
9 any payments made to a Class Participant will not entitle any Class Participant  
10 additional compensation or benefits under any company bonus, contest or other  
11 compensation or benefit plan or agreement in place during the period covered by  
12 the Settlement, nor will it entitle any Class Participant to any increased retirement,  
13 401K benefits or matching benefits, or deferred compensation benefits, or interest.  
14 It is the intent of this Settlement that Settlement payments are the sole payments to  
15 be made by Defendant to the Class Participant, and that Class Participants are not  
16 entitled to any new or additional compensation or benefits as a result of having  
17 received the individual settlement payments (notwithstanding any contrary  
18 language or agreement in any benefit or compensation plan document that might  
19 have been in effect during the period covered by this Settlement).

20 **9.6** Defendant makes no representation as to the tax treatment or legal effect of the  
21 payments called for hereunder, and the Class Representatives, Settlement Class  
22 Members and Class Participants are not relying on any statement, representation,  
23 or calculation by Defendant or by the Settlement Administrator in this regard. The  
24 Class Representatives and Class Participants understand and agree that they will be  
25 solely responsible for the payment of any taxes and penalties assessed on the  
26 payments described herein and will defend, indemnify, and hold Defendant free  
27 and harmless from and against any claims resulting from treatment of such  
28 payments as non-taxable damages. Class Participants will be advised in the Class

1 Notice to seek independent tax advice about the tax consequences of their  
2 Settlement Sum.

3 **10. Application for Preliminary Approval Order.** Class Counsel will file a Motion for  
4 Preliminary Approval of the proposed Settlement, set to be heard on a date to be determined. In connection  
5 with the Motion, the Settling Parties will apply for a Preliminary Approval Order that contains the  
6 following provisions:

7 **10.1** Conditionally certifying the Settlement Class for purposes of this Settlement  
8 Agreement;

9 **10.2** Appointing Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C.  
10 and Amir Seyedfarshi of Employment Rights Law Group, APC as Class Counsel;

11 **10.3** Appointing Plaintiffs Khalid Abu-Dayyeh and Aminah Uwais as Class  
12 Representatives;

13 **10.4** Preliminarily approving the Settlement Agreement under the legal standards  
14 relating to the preliminary approval of class action settlements;

15 **10.5** Approving the form of the Class Notice, and finding that the proposed method of  
16 disseminating the Class Notice meets the requirements of due process and is the  
17 best notice practicable under the circumstances, and directing the mailing of same;

18 **10.6** Approving Phoenix Settlement Administrator as the Settlement Administrator;

19 **10.7** Establishing the procedures and the deadline by which Settlement Class Members  
20 may opt out of or assert objections to the Settlement;

21 **10.8** Setting a date for the Final Fairness Hearing; and

22 **10.9** Setting a date that is approximately seven (7) days before the date of the Final  
23 Fairness Hearing by which the Parties must file their respective responses to any  
24 objections to the Settlement that were filed by Settlement Class Members on or  
25 before the Objection Deadline.

26 **11. Final Fairness Hearing.** At the Final Fairness Hearing, Plaintiffs' Counsel, Class Counsel  
27 and Defense Counsel will use their best efforts to urge the Court to grant final approval of the Settlement  
28 in its entirety (including any modification made thereto with the consent of the Settling Parties as provided

1 herein), and to enter a Final Approval Order and Judgment as set forth in Paragraph 12.

2 **12. Final Approval Order and Judgment.** If the Settlement (including any modification  
3 made thereto with the consent of the Settling Parties as provided herein) is finally approved by the Court  
4 following the Final Fairness Hearing, the Settling Parties hereto will jointly request that the Court enter a  
5 Final Approval Order and Judgment as follows:

6 **12.1** The Final Approval Order will include the following provisions:

7 **12.1.1** finding that the dissemination of the Class Notice in the form and  
8 manner ordered by the Court was accomplished as directed, met the  
9 requirements of due process, was the best notice practicable under  
10 the circumstances, and constituted due and sufficient notice to all  
11 Persons entitled thereto;

12 **12.1.2** finding that the Class Representatives and Class Counsel herein  
13 have fairly and adequately represented and protected the interests of  
14 the Settlement Class at all times in the Action;

15 **12.1.3** finally approving the Settlement Agreement and the settlement as  
16 fair, reasonable and adequate and directing consummation of the  
17 Settlement in accordance with its terms and provisions.

18 **12.2** The Judgment will include the following provisions:

19 **12.2.1** directing the Settling Parties to implement the terms of the  
20 Settlement Agreement, including without limitation the provisions  
21 regarding the payment of the Settlement Sum to each Class  
22 Participant as set forth in this Settlement Agreement;

23 **12.2.2** defining the Settlement Class;

24 **12.2.3** releasing and discharging the Released Parties from any and all  
25 liability with respect to the Released Claims as hereinabove  
26 provided;

27 **12.2.4** permanently barring and enjoining all Settlement Class Members  
28 who did not timely opt out from prosecuting against any of the

Released Parties, any individual, class or collective claims based on any of the Released Claims released herein;

**12.2.5** awarding reasonable attorneys' fees, costs, and expenses to Class Counsel as provided in Paragraphs 4.1 and 4.2, and subject to the limitations set forth in Paragraph 4.5, or reserving jurisdiction with respect thereto;

**12.2.6** awarding enhancements to the Class Representatives as provided in Paragraph 4.3, and subject to the limitations set forth therein, or reserving jurisdiction with respect thereto; and

**12.2.7** reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement, over the enforcement, construction and interpretation of this Settlement Agreement, over the enforcement, construction, and interpretation of the Judgment, including, but not limited to, the provisions therein enjoining any further litigation of Released Claims, and over the Plaintiffs and all Settlement Class Members (and their attorneys and law firms) in connection therewith.

**12.3 Notice of Final Judgment.** Pursuant to California Rules of Court, Rule 3.771(b), notice of final judgment will be given to the Settlement Class by the Settlement Administrator by a post on the Settlement Administrator's website, said language to be agreed upon by both Class Counsel and Defense Counsel.

**13. Finality; Effect of the Settlement Not Being Final.**

**13.1 Finality.** The approval of the Settlement will be considered Final on the Final Effective Date. Except as expressly stated herein, none of the obligations of Defendant pursuant to the Settlement Agreement will become effective until the Settlement becomes Final, but Defendant may waive this condition in writing.

**13.2** In the event that the Settlement as provided for in this Settlement Agreement does not become Final, or does not become effective for any reason other than the failure

1 of any party to perform such party's obligations hereunder (except as to the  
2 Settlement not becoming Final because of any appeal, which circumstance can be  
3 waived by Defendant), then the Settlement Agreement will become null and void  
4 and of no further force and effect, and all negotiations, proceedings, and statements  
5 relating thereto will be without prejudice as to the rights of any and all parties hereto  
6 and their respective predecessors and successors, and all parties and their respective  
7 predecessors and successors will be deemed to have reverted to their respective  
8 positions in the Action as of the date and time immediately prior to the execution  
9 of this Settlement Agreement, and except as otherwise expressly provided, the  
10 effect will be the same as if the Settlement Agreement was terminated pursuant to  
11 Paragraph 14.2.

12 **14. Settlement Termination.**

13 **14.1** Defendant represents that its California-based non-supervisory outside sales  
14 account executives worked a combined total of approximately 719 pay periods from  
15 July 16, 2016, through July 16, 2020. In the event that documents provided by  
16 Defendant to the Settlement Administrator reveal that its California-based non-  
17 supervisory outside sales account executives worked more than 863 pay periods  
18 from July 16, 2016, through July 16, 2020, the Gross Settlement Amount will be  
19 increased proportionately.

20 **14.2** In the event that (a) the Court declines to enter Preliminary Approval of the  
21 Settlement Agreement or declines to enter the Final Approval and/or Judgment or  
22 any part thereof as provided for herein, or the Settling Parties hereto fail to consent  
23 to the entry of alternative forms of Judgment, in lieu thereof, or after such consent  
24 the Court declines to enter such alternate form of Judgment; (b) any other  
25 conditions to the Settlement are not satisfied; (c) the Court disapproves this  
26 Settlement, or any term contained in this Settlement Agreement, including any  
27 amendments hereto, and such disapproval becomes final by reason of its affirmance  
28 on appeal or lapse of time or otherwise; or (d) the Court approves this Settlement,



1 including any amendments hereto, but any such judgment and approval is finally  
2 reversed on appeal, then, in any such event, this Settlement will be void, and the  
3 Preliminary Approval Order and the Final Approval Order and Judgment will be  
4 vacated upon application to the Court. In such event, (a) this Settlement Agreement  
5 and the Settlement (with the exception of Paragraph 5) will be terminated and  
6 become void and of no effect, except for the obligation of Class Counsel and  
7 Defendant to equally pay for any and all expenses incurred by the Settlement  
8 Administrator in connection with the Class Notice and administration of the  
9 Settlement on or before the date on which the Settlement is terminated; (b) any  
10 actions taken or to be taken in connection with this Settlement Agreement and the  
11 Settlement will become null and void and of no effect; (c) this Settlement  
12 Agreement and the Settlement and any hearings or proceedings thereunder will not  
13 be referred to or used as evidence for or against any party or Settlement Class  
14 Member in this or any other action or proceeding; and (d) all pretrial proceedings,  
15 including discovery, will resume 30 days thereafter as if this Settlement had not  
16 been submitted for approval of the Court.

17 **15. Extensions of Time.** Without further order of the Court, the Settling Parties (through their  
18 counsel) hereto may agree in writing to reasonable extensions of time to carry out any of the provisions  
19 of the Settlement.

20 **16. Construction.** This Settlement Agreement was entered into after substantial good faith,  
21 arms-length negotiations between the Settling Parties' counsel. This Settlement Agreement is entered into  
22 freely and voluntarily only after each party had carefully read and reviewed it with counsel, and it reflects  
23 the conclusion of each party that this Settlement Agreement and the Judgment and the releases, waivers,  
24 and covenants contemplated hereby are in the best interest of said party. This Settlement Agreement has  
25 been entered into without any coercion and under no duress. The Settling Parties acknowledge and agree  
26 that all parties had an equal hand in drafting this Settlement Agreement so that it will not be deemed to  
27 have been prepared or drafted by one party or another. All parties waive the provisions of California Civil  
28 Code Section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted

1 most strongly against the party who causes the uncertainty to exist.” Except as expressly provided herein,  
2 this Settlement Agreement is not intended to confer any rights or remedies upon any person other than the  
3 Settling Parties.

4 **17. Due Authority of Attorneys.** Each of the attorneys executing this Settlement Agreement  
5 on behalf of one or more parties hereto warrants and represents that he or she has been duly authorized  
6 and empowered to execute this Settlement Agreement on behalf of each such respective party and to bind  
7 them to the terms hereof.

8 **18. Entire Agreement.** This Settlement Agreement (including all Exhibits annexed hereto)  
9 sets forth the entire agreement of the Settling Parties with respect to its subject matter and, once it is fully  
10 executed, it supersedes any and all other prior agreements and all negotiations leading up to the execution  
11 of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Settling  
12 Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to  
13 the subjects covered herein, oral or otherwise, have been made by any of the Settling Parties or by anyone  
14 acting on behalf of the Settling Parties which are not embodied or incorporated by reference herein, and  
15 further agree that no other agreement, covenant, representation, inducement, promise or statement relating  
16 to the subjects covered herein not set forth in writing in this Settlement Agreement, will be valid or  
17 binding.

18 **19. Modification or Amendment.** This Settlement Agreement may not be modified or  
19 amended except in a writing signed by all signatories hereto or their successors in interest.

20 **20. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in  
21 this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline will be continued  
22 until the following business day.

23 **21. Successors.** This Settlement Agreement will be binding upon and inure to the benefit of  
24 the Settling Parties hereto (including Class Members) and their respective heirs, executors, administrators,  
25 successors and assigns, and upon any corporation, partnership or other entity into or with which any  
26 Settling Party hereto may merge, combine or consolidate.

27 **22. Severability.** In the event that any one or more of the provisions contained in this  
28 Settlement Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such

1 invalidity, illegality, or unenforceability will in no way affect any other provision if Defendant and Class  
2 Counsel, on behalf of the Settling Parties and the Settlement Class, mutually elect in writing to proceed  
3 as if such invalid, illegal, or unenforceable provision had never been included in this Settlement  
4 Agreement.

5 **23. Counterparts.** This Settlement Agreement may be executed in counterparts, each of  
6 which will be deemed an original, and all of which together will constitute one and the same instrument.  
7 Facsimile and/or email transmission of the signatures of the Settling Parties or their representatives will  
8 be binding on the Settling Parties.

9 **24. Waivers.** The waiver by any party of any breach of this Settlement Agreement will not be  
10 deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of  
11 this Settlement Agreement.

12 **25. Governing Law.** This Settlement Agreement will be governed by and construed, enforced,  
13 and administered in accordance with the laws of the State of California, without regard for the law of the  
14 State regarding conflicts of laws or choice of law. Any orders or judgments entered by the Court in  
15 conjunction with the proceedings relating to or arising out of this Settlement Agreement will be construed  
16 and enforced under, and all issues relating to the preclusive effect of such orders or judgments will be  
17 determined by, the laws of the State of California relating to the construction, enforcement, and preclusive  
18 effect of orders and judgments entered by state courts.

19 **26. Continuing Jurisdiction.** The Court will have continuing jurisdiction over the Action for  
20 the purpose of implementing the Settlement Agreement, the Final Approval of the Settlement, entry of  
21 Judgment, and post-judgment issues, until all related matters are fully resolved. Except as provided in  
22 Paragraph 8.9, above, any dispute regarding the Settling Parties' obligations pursuant to this Settlement  
23 Agreement and/or interpretation of the terms of this Settlement Agreement will be presented by written  
24 motion to, and resolved by, the Court.

25 **27. Regulation.** In the event that any provision in this Settlement Agreement will be affected  
26 by any rule, regulation, ordinance, order, directive, or statute by any unit of government, whether state,  
27 federal, or local, such rule, regulation, ordinance, order, directive, or statute will supersede and take  
28 precedence over any such provision of this Settlement Agreement to the contrary and in no event will

1 Defendant be in violation of this Settlement Agreement nor will this Settlement Agreement be in any way  
2 affected should Defendant take any action or change any of its business practices to comply with such  
3 state, federal, or local rules, regulations, ordinances, or statutes currently in force or enacted in the future.

4 **28. Headings.** The headings contained in this Settlement Agreement are for convenience and  
5 reference purposes only, and will not be given weight in its construction.

6 **29. Notices.** Any notices, requests, demands, or other communications required or permitted  
7 to be given pursuant to this Settlement Agreement, other than notice to the Settlement Class or Settlement  
8 Class Members, will be in writing and, except as provided elsewhere in this Settlement Agreement or in  
9 any communication to the Settlement Class, will be delivered personally, via overnight delivery or via  
10 postage pre-paid first class mail, as follows: (1) to Plaintiffs, the Settlement Class, and Class Counsel to  
11 the attention of Craig Ackerman, 1180 South Beverly Drive, Suite 610, Los Angeles, California 90035,  
12 or Amir Seyedfarshi, Employment Rights Law Group, APC, 1180 South Beverly Drive, Suite 610, Los  
13 Angeles, California 90035, and (2) to Defendant and Defense Counsel to the attention of Michael J.  
14 Studenka of Newmeyer & Dillion LLP, 895 Dove Street, 5<sup>th</sup> Floor, Newport Beach, CA 92660. By written  
15 notice given in accordance herewith, each party may modify or change the addressee and/or address of  
16 any person identified above or pursuant hereto as the person or persons to whom all future notices will be  
17 sent.

18 **30. Signatures of the Class Representatives and Counsel for the Settling Parties.** The  
19 Class Representatives and counsel for the Settling Parties indicate by signing below their approval of the  
20 form of this Settlement Agreement (and exhibits thereto), and, in the case of counsel for the Class  
21 Representatives and the Settlement Class, their representation and warranty of authority to bind the  
22 Settlement Class when certified and the Settlement Class described herein (subject to the final approval  
23 of the Court) and their acceptance of the provisions regarding attorneys' fees.

24 **31. Disputes.** All disputes arising out of or related to this Settlement Agreement (except  
25 disputes as to Claims of Class Members which are governed by the provisions of Paragraph 8.9) will be  
26 resolved by the Court, as set forth in Paragraph 26, above.

27 **32. Neutral Reference.** In response to any inquiry from a prospective employer of Class  
28 Representatives, Defendant agrees to provide only a neutral reference consisting of dates of employment

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and job classifications.

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**SO STIPULATED.**

KHALID ABU-DAYYEH

Dated: 10 / 22 / 2020, 2020

*Khalid Abu-dayyeh*  
Khalid Abu-Dayyeh, Plaintiff

AMINAH UWAIS

Dated: 10 / 26 / 2020, 2020

*Aminah Uwais*  
Aminah Uwais, Plaintiff

GUIDANCE RESIDENTIAL, LLC

Dated: 11/6/20, 2020

*Kal*  
By: Kal Elsayed  
Its: President and CEO

1 **APPROVED AS TO FORM AND CONTENT**

2  
3 Dated: 10 / 22 / 2020, 2020

ACKERMAN & TILAJEF, P.C.

4  
5 

6 \_\_\_\_\_  
7 Craig J. Ackerman, Esq.  
8 Attorneys for Plaintiffs

9 Dated: 10 / 22 / 2020, 2020

EMPLOYMENT RIGHTS LAW GROUP, APC

10 

11 \_\_\_\_\_  
12 Amir Seyedfarshi, Esq.  
13 Attorneys for Plaintiffs

14 Dated: November 13, 2020

NEWMEYER & DILLION LLP

15 

16 \_\_\_\_\_  
17 Michael J. Studenka, Esq.  
18 Attorneys for Defendant  
19 Guidance Residential, LLC  
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<b>TITLE</b>	Settlement Document - Revised
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## Document History



**10 / 22 / 2020**  
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Sent for signature to khalid (kabudayyeh@gmail.com), Aminah (aminahuwais@outlook.com), Craig (jb@ackermanntilajef.com) and Employment Rights Law Group ERLG (amir@employmentrightslawgroup.com) from amir@employmentrightslawgroup.com  
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**10 / 22 / 2020**  
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**10 / 26 / 2020**  
17:14:07 UTC

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