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14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

16 SHANTALL PRADO, FELECIA SCOTT, on
17 behalf of themselves and others similarly situated,

18 Plaintiffs,

19 v.

20 SAND AND SEA INC. DBA SHORE HOTEL, a
21 California Corporation; and DOES 1 TO 100,
Inclusive,

22 Defendants.
23

Case No.: BC600236

[Assigned to Hon. Yvette Palazuelos, Dept. 9]

**SECOND REVISED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: November 4, 2015

1 Plaintiffs SHANTALL PRADO and FELECIA SCOTT, on behalf themselves and all others
2 similarly situated, on the one hand, and Defendant SAND AND SEA INC. DBA SHORE HOTEL
3 on the other (collectively “the Parties”), hereby agree to the following binding Settlement of the
4 civil action designated *Shantall Prado, Felicia Scott, et al. v. Sand and Sea Inc., dba Shore Hotel*,
5 Los Angeles County Superior Court Case No. BC600236, (collectively, the “Action”) pursuant to
6 the terms and conditions set forth below. Once approved by the Court, the Settlement shall be
7 binding on Parties, and on the Participating Class Members that Plaintiffs represent in this Action,
8 under the terms stated herein.

9 **I. Defined Terms**

10 As used herein, the following terms are defined as:

11 **A. “Action”**

12 *Shantall Prado, Felicia Scott, et al. v. Sand and Sea Inc., dba Shore Hotel*, Los Angeles
13 County Superior Court Case No. BC600236

14 **B. “Agreement”**

15 This document and all of the exhibits hereto. Each such exhibit is incorporated by reference
16 as though fully set forth herein.

17 **C. “Attorneys’ Fees and Costs”**

18 The amount authorized by the Court to be paid to Class Counsel for the services they have
19 rendered and expenses they have incurred in prosecuting the Action. Class Counsel shall request,
20 and Defendant will not oppose, Attorneys’ Fees of up to one-third of the Gross Settlement and
21 Costs in an amount not to exceed \$15,000.00. The Attorneys’ Fees and Cost Award shall be paid
22 from the Gross Settlement. Class Counsel will be issued an IRS Form 1099 for the Attorneys’ Fees
23 and Costs.

24 **D. “Claims”**

25 Any and all claims asserted in the Action, as amended, or that could have been asserted
26 based on the facts set forth in the Action.

27 **E. “Claims Administrator”**

28 Phoenix Class Action Administration.

1 **F. “Claims Administration Costs”**

2 All costs incurred in administering the Settlement, which is estimated to be an amount not
3 to exceed \$15,000.00.

4 **G. “Class” and “Class Members”**

5 All person who have worked for Sand and Sea, Inc. dba the Shore Hotel (the “Shore Hotel”)
6 as nonexempt, hourly-paid employees in California at any time from November 4, 2011 through
7 the date of preliminary approval who did not sign arbitration agreements, class action waivers, or
8 execute Pick Up Stix agreements, subject to court approval. The Class consists of approximately
9 304 members.

10 **H. “Class Counsel” and “Plaintiffs’ Counsel”**

11 Daniel Srourian, Esq. of Srourian Law Firm, P.C. and Shoham Solouki of Solouki & Savoy,
12 LLP.

13 **I. “Class List”**

14 A list of the names, last known mailing addresses and telephone numbers, social security
15 numbers, the dates of employment, and whether the Class Member is currently employed.
16 Defendant will diligently and in good faith compile the Class List from its records and provide it to
17 the Claims Administrator within twenty (20) calendar days after Preliminary Approval by the Court
18 of the Settlement. The Class List shall be provided in a computer-readable format or as otherwise
19 requested by the Claims Administrator.

20 **J. “Class Period”**

21 The period from November 4, 2011 through the date of Preliminary Approval.

22 **K. “Confirmation Order”**

23 The order of the Court confirming the Final Award.

24 **L. “Court”**

25 The Superior Court for the State of California, for the County of Los Angeles.

26 **M. “Defendant”**

27 Defendant Sand and Sea Inc. dba Shore Hotel

28 **N. “Defendant’s Counsel”**

1 Michael A. Bernstein, Esq.

2 **O. “Effective Date”**

3 The latest of the following: (a) if no Class Member makes an objection to the Settlement,
4 the date the Court grants final approval to the Settlement; (b) if a Class Member objects to the
5 Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class Member; (ii) if an
6 appeal, review or writ is not sought from the judgment, the day after the passage of the date for
7 appeal of the entry of Judgment has expired; (iii) if an appeal, review or writ is sought from the
8 Judgment, the day after the passage of the date the Judgment is affirmed or the appeal, review or
9 writ is dismissed or denied; or (iv) the date in which the Judgment is no longer subject to further
10 judicial review.

11 **P. “Enhancement Award”**

12 The amount of up to \$10,000.00 to be paid to each of the Named Plaintiffs for a general
13 release in favor of Defendant, including a release of all known and unknown claims pursuant to
14 CCP § 1542.

15 **Q. “Final Approval Hearing/Settlement Fairness Hearing”**

16 The hearing at which the Court considers whether to finally approve the Settlement and to
17 enter the Final Award. Class Members do not need to provide written notice of their intent to
18 appear at the final approval hearing, nor a written objection prior to being allowed to appear. Any
19 Class Member may appear and orally object without first providing written objection.

20 **R. “Final Award”**

21 The Final Award confirmed by the Court.

22 **S. “General Release”**

23 The release set forth below wherein the Named Plaintiffs, in their individual capacity and
24 with respect to their individual claims only, agree to release the Released Parties from any and all
25 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
26 known or unknown, asserted or that might have been asserted, whether in tort, contract or for
27 violation of any state or federal statute, rule or regulation arising out of, relating to or in connection
28 with any act or omission by or on the part of any of the Released Parties committed or omitted

1 prior to the execution hereof including a waiver of Civil Code §1542.

2 **T. “Gross Settlement”**

3 The total amount available to be paid by Defendant pursuant to the Settlement equals Four
4 Hundred Eighty Five Thousand Dollars and No Cents (\$485,000.00), which is a non-reversionary
5 amount. All payments associated with the Settlement shall be paid from the Gross Settlement,
6 including all payments to Participating Claimants, the Enhancement Awards to the Named
7 Plaintiffs, Administration Costs to the Claims Administrator, Class Counsels’ Attorneys’ Fees and
8 Costs, and LWDA/PAGA payments. The Gross Settlement does not include the employer’s share
9 of payroll taxes (including the employer FICA, FUTA, and SDI contributions) on the portion of
10 payments to Class Members allocated as wages, which Defendant shall be separately responsible
11 for paying.

12 **U. “Individual Settlement Payment”**

13 The amount due to each Participating Claimant(s) from the Net Settlement Sum based on
14 each Participating Claimants’ share as per calculations herein, subject to any applicable deductions
15 for employee-side payroll taxes.

16 **V. “Named Plaintiffs”**

17 Plaintiffs Shantall Prado and Felecia Scott

18 **W. “Net Settlement Sum”**

19 The amount remaining from the Gross Settlement after payment of Attorneys’ Fees and
20 Costs to Class Counsel, Enhancement Awards to the Named Plaintiffs, Claims Administration
21 Costs, and payment to the LWDA. The amount of \$6,062.50 of the Net Settlement Sum shall first
22 be distributed to Class Members in the PAGA Cohort as payment of PAGA penalties, per
23 calculations set forth herein. Payment of PAGA penalties from the Net Settlement Sum will be
24 made to Class Members in the PAGA Cohort regardless of whether they submit a Request for
25 Exclusion Form. The remainder of the Net Settlement Amount shall be available for distribution to
26 all Participating Claimants, per calculations set forth herein.

27 **X. “Notice”**

28 The Notice(s) of Pendency of Class Action Settlement which describe the procedure and

1 time period to opt out of or object to the Settlement, and the date set for the Final Approval Hearing
2 (substantially in the form attached hereto as Exhibit A).

3 **Y. “Notice Packet”**

4 The packet that will be sent via regular mail, in both English and Spanish, to all Class
5 Members and shall include the Notice, including objection procedures, and accompanying Request
6 for Exclusion Form.

7 **Z. “Notice Response Deadline”**

8 The date forty-five (45) calendar days after all Notice Packets are mailed to Class Members
9 by the Claims Administrator, and is synonymous with the Opt-Out/Objection Deadline Date, as
10 defined below. The Notice Response Deadline will be extended ten (10) calendar days for any
11 Class Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 10th day
12 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the
13 next day on which the U.S. Postal Service is open. The deadline may also be extended by express
14 agreement between Class Counsel and Defendants. Under no circumstances, however, will the
15 Settlement Administrator have the authority to extend the deadline for Class Members to: (1)
16 submit a Request for Exclusion; (2) dispute information on Class Notices; or (3) submit objections
17 to the Settlement.

18 **AA. “Opt-Out/Objection Deadline Date”**

19 The date, no later than forty-five (45) calendar days after the date of the mailing of the
20 Notice Packet, on or before which any objections and/or requests for exclusion must be signed,
21 submitted (postmarked) in order to be effective. The Opt-Out/Objection Deadline Date will be
22 extended ten (10) calendar days for any Class Member who is re-mailed a Class Notice by the
23 Settlement Administrator, unless the 10th day falls on a Sunday or Federal holiday, in which case
24 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
25 The Response Deadline may also be extended by express agreement between Class Counsel and
26 Defendants. Under no circumstances, however, will the Settlement Administrator have the
27 authority to extend the deadline for Class Members to: (1) submit a Request for Exclusion; (2)
28 dispute information on Class Notices; or (3) submit objections to the Settlement.

1 **BB. “PAGA Cohort”**

2 Those Class Members who worked for Defendant as nonexempt, hourly-paid employees in
3 California at any time from November 2, 2014 through the date of preliminary approval. It is
4 estimated that there are 167 Class Members in the PAGA Cohort each of which were terminated by
5 Defendant at some time after November 1, 2014.

6 **CC. “Participating Claimant”**

7 A Class Member who does not submit a valid Request for Exclusion Form and is entitled to
8 receive his/her share of the Net Settlement Sum. Participating Claimants will release the Released
9 Party from the Class Released Claims as of the Effective Date.

10 **DD. “Parties”**

11 Defendant, the Named Plaintiffs, and the Participating Claimants.

12 **EE. “Preliminary Approval Order”**

13 The Order issued by the Court preliminarily approving the terms of the Settlement set forth
14 in this Agreement.

15 **FF. “Released Claims”**

16 Any and all claims, rights, demands, liabilities, and causes of action, whether known or
17 unknown, set forth, arising from, or related to the same set of operative facts as those set forth in
18 the operative Complaint, and all related claims for violations of the Private Attorney General
19 Action, and California Labor Code section 2698, *et seq.* Class Members’ releases include a waiver
20 of any and all claims that arise from, or relate to, the same set of operative facts as those set forth in
21 the operative Complaint, and all related claims for violations of the Private Attorney General
22 Action, and California Labor Code section 2698, *et seq.*

23 **Plaintiffs’ Released Claims:** As of the Effective Date, Plaintiffs fully and finally releases
24 the Released Parties from any and all claims, rights, demands, liabilities, and causes of action,
25 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common
26 law, or other source of law, including but not limited to claims arising from or related to their
27 employment with and separation from Defendant. Plaintiffs’ Released Claims include, but are not
28 limited to, all claims arising from or related to the same set of operative facts as those set forth in

1 the operative Complaint in the Action. Plaintiffs' release includes all known and unknown claims
2 and includes a waiver pursuant to Civil Code Section 1542 without exclusion. Further, such claims
3 include all claims arising under the California Labor Code (including, but not limited to, sections
4 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223, 224, 225, 225.5, 226, 226.7,
5 227.3, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2698 et
6 seq., and 2802); the Wage Orders of the California Industrial Welfare Commission; the California
7 Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code
8 section 17200 et seq.; the California Civil Code, to include but not limited to, sections 3336 and
9 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et
10 seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001,
11 et seq. Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional
12 distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or
13 local laws for discrimination, harassment, and wrongful termination, such as, by way of example
14 only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the
15 Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California
16 Fair Employment and Housing Act; and the law of contact and tort. This release excludes the
17 release of claims not permitted by law.

18 Plaintiffs and Defendant each mutually agree that they shall not publicly assert, declare,
19 avow, lay claim to, or in any other manner represent that any of them engaged in actions or conduct
20 with the purpose of attempting to harass, embarrass, ridicule, demean, demote, defame, or
21 otherwise denigrate each other, and any of them, their good name(s), personal and/or professional
22 reputations, and/or community standing. In the event of an employment inquiry regarding the
23 Plaintiffs, Defendant shall only provide dates of employment and last positions held.

24 **GG. "Released Parties"**

25 Released Parties means Defendant and any of their past, present and future parents,
26 subsidiaries, and affiliates, and officers, directors, employees, partners, members, owners,
27 shareholders and agents, attorneys, and any other successors, assigns, or legal representatives, and
28 any and all third-party staffing agencies.

1 **HH. “Request for Exclusion Form”**

2 The Request for Exclusion Form (substantially in the form annexed hereto as Exhibit A) to
3 be submitted by the Class Members in order to opt-out of participation in this Settlement. Class
4 Members who submit a Request for Exclusion Form shall no longer be a member of the Class, shall
5 be barred from participating in this Settlement, shall be barred from objecting to this Settlement
6 and shall receive no benefit from this Settlement. All Class Members in the PAGA Cohort will
7 receive their representative share of PAGA penalties from the Net Settlement Sum regardless of
8 whether they submit a Request for Exclusion Form.

9 **II. RECITALS**

10 **A. Investigation of the Action**

11 The Parties have conducted significant investigation of the facts and law during the
12 prosecution of the Action. The Parties have engaged in extensive discovery and analyzed the data
13 and documents to investigate the alleged merits of class claims and Defendant’s potential liability.
14 Counsel for the Parties have investigated the law as applied to the facts discovered regarding the
15 alleged class claims and potential defenses thereto, and the claimed class damages.

16 Counsel for the Parties engaged in extensive discussions about the strengths and
17 weaknesses of the claims and defenses. On May 8, 2020, the Parties met with Mediator, Jeffrey
18 Krivis to attempt to negotiate a resolution of the present matter. Though the matter did not resolve
19 at the mediation session, negotiations continued through the mediator for the following three weeks
20 via phone and email, and the Parties reached a resolution and memorialized a Memorandum of
21 Understanding, which was signed by all Parties.

22 **B. Benefits of Settlement to Class Members**

23 Named Plaintiffs and Plaintiffs’ Counsel recognize the expense and length of continued
24 proceedings necessary to litigate the disputes. Named Plaintiffs have also considered the
25 uncertainty and risk of the outcome of further litigation, the uncertain merits of class claims, and
26 the difficulties and delays inherent in litigation. Named Plaintiffs and Plaintiffs’ Counsel are also
27 aware of the burdens of proof necessary to establish liability for the class claims asserted in the
28 Action, both generally and in response to Defendant’s defenses thereto. Named Plaintiffs and

1 Plaintiffs' Counsel have also considered the extensive settlement negotiations conducted. Named
2 Plaintiffs and Plaintiffs' Counsel have also considered Defendant's agreement to enter into a
3 Settlement that confers substantial relief upon the Class Members, even though Defendant
4 strenuously maintains that it has fulfilled its legal obligations. Based on the foregoing, Named
5 Plaintiffs and Plaintiffs' Counsel have determined that the Settlement set forth in this Agreement is
6 a fair, adequate and a reasonable Settlement, and is in the best interests of the Class.

7 **C. Defendant's Reasons for Settlement**

8 Defendant has concluded that any further defense of this litigation would be protracted and
9 expensive for all Parties. Substantial amounts of time, energy and resources of Defendant have
10 been spent and, unless this Settlement is agreed to, will continue to be devoted to the defense of the
11 Claims asserted by the Class. Defendant has also considered the risks of further litigation in
12 reaching its decision. Defendant has, therefore, agreed to settle in the manner and upon the terms
13 set forth in this Agreement to put to rest the Claims as set forth in the Action.

14 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged
15 in this matter. Nothing in the final Settlement Agreement shall be construed or deemed as an
16 admission of liability, culpability, negligence or wrongdoing on the part of Defendant.

17 **D. Full Investigation.**

18 Named Plaintiffs and Plaintiffs' Counsel have fully investigated the factual and legal bases
19 for the causes of action asserted in the Action, as explained above.

20 **III. STIPULATION AND AGREEMENT**

21 **A. Release as to All Class Members**

22 In exchange for the consideration set forth in this Agreement, Plaintiffs and all Participating
23 Claimants release the Released Parties from the Released Claims for the Class Period. Plaintiffs
24 and Participating Claimants may hereafter discover facts or legal arguments in addition to or
25 different from those they know or currently believe to be true with respect to the claims, causes of
26 action and legal theories of recovery in this case which are the subject matter of the Released
27 Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope
28 or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the

1 Participating Claimants shall be deemed to have, and by operation of the final judgment approved
2 by the Court, shall have fully, finally, and forever settled and released of all of the Released Claims
3 as defined in this Agreement. The Release in this paragraph is only effective upon Defendant fully
4 funding the Gross Settlement.

5 **B. General Release by Named Plaintiffs Specifically**

6 In exchange for the consideration set forth in this Agreement, Plaintiffs, for themselves and
7 their heirs, successors and assigns, do hereby waive, release, acquit and forever discharge the
8 Released Parties, from any and all claims, actions, charges, complaint, grievances and causes of
9 action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs'
10 behalf as of the date of this Agreement, including, but not limited to, any and all tort claims,
11 contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public
12 policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
13 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claim, and any and all
14 claims arising under federal, state or other governmental statute, law, regulation or ordinance,
15 including, but not limited to, claims for violation of the California Labor Code, the Wage Orders of
16 the California Industrial Welfare Commission; the California Private Attorneys General Act of
17 2004 ("PAGA"); California Business and Professions Code section 17200 et seq.; the California
18 Civil Code, to include but not limited to, sections 3336 and 3294; the Fair Labor Standards Act, 29
19 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29
20 U.S.C. § 1001, et seq. Plaintiffs' Released Claims also include all claims for lost wages and
21 benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising
22 under federal, state, or local laws for discrimination, harassment, and wrongful termination, such
23 as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act
24 of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the
25 California Fair Employment and Housing Act.

26 Plaintiffs hereby expressly waives and relinquishes any and all claims, rights or benefits
27 that they may have under California Civil Code § 1542, which provides as follows:

28 *A general release does not extend to claims that the creditor or releasing party does*

1 not know or suspect to exist in his or her favor at the time of executing the release
2 and that, if known by him or her, would have materially affected his or her settlement
3 with the debtor or released party.

4 Plaintiffs may hereafter discover claims or facts in addition to, or different from,
5 those which they know or believe to exist, but Plaintiffs expressly agree to fully, finally and
6 forever settle and release any and all claims against the Released Parties, known or
7 unknown, suspected or unsuspected, which exist or may exist on behalf of or against the
8 other at the time of execution of this Agreement, including, but not limited to, any and all
9 claims relating to or arising from Plaintiffs' employment with Defendant. The Parties
10 further acknowledge, understand and agree that this Agreement would not have been
11 entered into were it not for this representation and commitment.

12 The Release in this paragraph is only effective upon Defendant fully funding the
13 Gross Settlement.

14 **C. Enhancement Award to Named Plaintiffs**

15 Subject to Court approval, in exchange for a general release in favor of Defendant,
16 including a release of all known and unknown claims pursuant to C.C.P. § 1542 and for their time
17 and effort in bringing and prosecuting this matter, Named Plaintiffs shall be paid an Enhancement
18 Award of up to \$10,000.00 each. The Enhancement Awards shall be made solely from the Gross
19 Settlement. Defendant does not oppose an Enhancement Award in the amount of up to \$10,000.00
20 to each of the Named Plaintiffs. The Claims Administrator shall issue a Form 1099 to Named
21 Plaintiffs reflecting the respective Enhancement Awards. Any amount awarded for an
22 Enhancement Award to the Named Plaintiffs of less than \$10,000.00 each will result in the non-
23 awarded funds being part of the Net Settlement Sum available for distribution to the Participating
24 Claimants. The Named Plaintiffs shall be solely and legally responsible to pay any and all
25 applicable taxes on any Enhancement Award received and shall hold Defendant harmless from any
26 claim or liability for taxes, penalties or interest arising as a result of the Enhancement Award. The
27 Enhancement Awards to the Named Plaintiffs shall be in addition to the Named Plaintiffs'
28 respective shares of the Net Settlement Sum as Participating Claimants.

1 **D. Circular 230 Disclaimer**

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

25 **E. Creation of the Net Settlement Sum and Administration of the Settlement.**

26 Within ten (10) calendar days of the Effective Date, Defendant shall deposit \$242,500.00
27 with the Claims Administrator. Defendant shall then deposit the remaining balance of the Gross
28 Settlement over four (4) equal installments of \$60,625.00 to be paid to the Claims Administrator

1 every three (3) months until the balance is paid in full. All payments that Defendant is required to
2 make pursuant to this Stipulation, excluding FICA, FUTA and SDI contributions and the
3 employer's portion of all payroll taxes, shall be made from the Gross Settlement. Payments from
4 the Gross Settlement shall be made for: (1) Enhancement Awards to the Named Plaintiffs, as
5 specified in this Agreement and approved by the Court; (2) Attorneys' Fees and Costs paid to Class
6 Counsel, as specified in this Agreement and approved by the Court; (3) Claims Administration
7 Costs; and (4) payment to the LWDA. The balance remaining shall constitute the Net Settlement
8 Sum. From the Net Settlement Sum, \$6,062.50 shall be distributed to Class Members in the PAGA
9 Cohort for PAGA penalties. Thereafter, the remainder of the Net Settlement Sum shall be used to
10 make Individual Settlement Payments to Participating Claimants, less applicable taxes. The
11 remainder of the Net Settlement Sum, from which Individual Settlement Payments are to be made
12 to Participating Claimants, is to be allocated as follows: (i) 50% as penalties; (ii) 30% as interest;
13 and (iii) 20% as wages.

14 In the event that the Court does not file an Order Granting Final Approval and Judgment, or
15 if an appeal, review or writ from the Judgment is sought, and as a result the Judgment is not
16 affirmed, or the appeal, review or writ is granted in whole or in part, then Claims Administrator
17 shall refund to Defendant all payments made to that date, except for an amount reasonably
18 sufficient to pay the Claims Administrator for its services to that date.

19 **F. Attorneys' Fees and Cost Award**

20 Defendant agrees not to oppose or impede any application or motion by Class Counsel for
21 Attorneys' Fees of up to one-third of the Gross Settlement and Costs not to exceed \$15,000.00.
22 Any amount awarded to Class Counsel for Attorneys' Fees less than one-third of the Gross
23 Settlement and/or Costs less than \$15,000.00 will result in the non-awarded amounts to be part of
24 the Net Settlement Sum, available for distribution to Participating Claimants. Further, failure of
25 the court to award the requested Attorneys' Fees and Costs is not ground to void this Settlement
26 and Plaintiffs reserve the right to appeal any such decision. Class Counsel shall be solely and
27 legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. A
28 Form 1099 – MISC, Box 14 shall be provided to Class Counsel for the payment made pursuant to

1 this Paragraph.

2 **G. Claims Administrator**

3 The Claims Administrator shall be paid for the costs of administration of the Settlement
4 from the Gross Settlement. The estimate of such costs of administration for the disbursement of the
5 Gross Settlement is estimated at \$15,000.00. Any amount awarded for costs of administration to
6 the Claims Administrator less than \$15,000.00 will result in the non-awarded amount being made
7 part of the Net Settlement, available for distribution to Participating Claimants. This estimate
8 includes the required tax reporting on the Settlement amounts, including the issuing of W-2 and
9 1099 Forms (if any), as well as calculation of employee withholding taxes and the employer payroll
10 taxes for Defendant to be remitted to the tax authorities. Ten (10) business days prior to the Final
11 Approval Hearing, the Claims Administrator shall provide to counsel for the Parties with a
12 statement detailing the costs of administration of the Gross Settlement. A Form 1099 – MISC, Box
13 7 shall be issued to the Claims Administrator.

14 **H. LWDA/PAGA Payment**

15 Parties agree to allocate \$24,250.00, as penalties payable pursuant to the PAGA claims
16 asserted in the actions. Seventy-five percent (75%) of this amount (\$18,187.50) shall be paid
17 directly to the Labor Workforce Development Agency, while the remaining twenty-five percent
18 (25%) of this amount (\$6,062.50) shall become part of the Net Settlement Sum to be paid to Class
19 Members in the PAGA Cohort. Class Members in the PAGA Cohort will receive their respective
20 share of this amount regardless of whether they submit a Request for Exclusion Form.

21 **I. Stipulation for Conditional Certification of the Class**

22 Solely for purposes of consummation and fulfillment of this Agreement, the Parties each
23 agree to the conditional certification of the Settlement Class defined herein and related to the
24 released claims of the Class. Should, for whatever reason, the Settlement not become final, the
25 Parties' stipulation to conditional class certification shall become null and void ab initio and shall
26 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
27 certification would be appropriate in a non-settlement context.

28 **J. Preliminary Approval Hearing**

1 As part of this Settlement, Counsel for the Parties shall jointly request a hearing before the
2 Court to seek Preliminary Approval of the Settlement. In conjunction with such hearing, the Parties
3 will provide the Court with this Agreement, together with the Exhibits hereto, and any other
4 documents necessary to implement the Settlement, including but not limited to all requirements of
5 the Court's department orders. Simultaneously with the filing of this Agreement, and solely for
6 purposes of this Settlement, counsel for the Parties will request that the Court enter a Preliminary
7 Approval Order, preliminarily approving the proposed Settlement, conditionally certifying the
8 Classes and approving the Class Period for settlement purposes only, approving as to forms and
9 contents of the proposed Class Notice and the proposed Request for Exclusion Form, preliminarily
10 approving costs of administration payable to the Claims Administrator, and setting a date for the
11 Final Approval Hearing. To the extent that the court declines to enforce this provision, it will not
12 be grounds to void the Settlement Agreement in its entirety.

13 **K. Claims Administration/Management.**

14 The Individual Settlement Payments shall be managed and administered as follows:

15 a. Defendant shall have no obligation to segregate the funds to be used for the Gross
16 Settlement from other assets. Defendant will retain exclusive authority over, and responsibility for,
17 the funds comprising the Gross Settlement until such time as payment is due. The Claims
18 Administrator shall not receive any payment until Defendant is obligated to fund the Gross
19 Settlement.

20 b. The Parties represent that they do not have any financial interest in the Claims
21 Administrator or otherwise have a relationship with the Claims Administrator that could create a
22 conflict of interest.

23 c. Defendant shall provide the Claims Administrator with the Class List within twenty
24 (20) calendar days after Preliminary Approval of the Settlement. Defendant will provide the Class
25 Members' information to the Claims Administrator in the form(s) requested by the Claims
26 Administrator.

27 d. Within ten (30) calendar days of preliminary approval, the Claims Administrator
28 shall mail the Notice Packet (which shall include an explanation of opt out and objection

1 procedures) to each Class Member in accordance with the procedures set forth herein. The Claims
2 Administrator will, among other items, identify in the Notice Packet each individual Class
3 Member's estimated Individual Settlement Payment.

4 e. Ten (10) calendar days after the Opt-out/Objection Deadline Date, the Claims
5 Administrator shall provide Defendant's Counsel and Class Counsel a report showing: (i) the
6 names and number of Class Members who have objected to the Settlement; (ii) the names of Class
7 Members opting out of the Settlement; and (iii) the amount owed to each Participating Claimant.

8 f. The Parties agree to cooperate in the Settlement administration process and to make
9 all reasonable efforts to control and minimize the costs and expenses incurred in administration of
10 the Settlement.

11 g. The Claims Administrator shall be responsible for: translating the Notice Packet in
12 Spanish, printing and mailing the Notice Packet to Class Members in both English and Spanish;
13 receiving and reporting the opt-outs and objections submitted by Class Members; mailing
14 Individual Settlement Payments to Participating Class Members; and other tasks as the Parties
15 mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator
16 shall keep Defendant's Counsel and Plaintiffs' Counsel timely apprised of the performance of all
17 Claims Administrator responsibilities.

18 h. The Claims Administrator, on Defendant's behalf, shall have the authority and
19 obligation to make payments, credits and disbursements, including payments and credits in the
20 manner set forth herein, to Participating Claimants calculated in accordance with the methodology
21 set out in this Agreement and orders of the Court.

22 i. Any tax return filing required by this Agreement shall be made by the Claims
23 Administrator. Any expenses incurred in connection with such filing shall be a cost of
24 administration of the Settlement.

25 j. No person shall have any claim against Defendant or Defendant's Counsel, the
26 Named Plaintiffs, Class Members, the Class, Class Counsel or the Claims Administrator based on
27 distributions and payments made in accordance with this Agreement.

28 **L. Calculation of Individual Settlement Payments**

1 The Individual Settlement Payment for each Participating Claimant shall be determined as
2 follows:

3 a. \$6,062.00 of the Net Settlement Sum shall first be used to make payments to Class
4 Members in the PAGA Cohort for payment of PAGA penalties and such payments shall be divided
5 equally among the PAGA Cohort.

6 b. The remainder of the Net Settlement Sum shall then be divided among all
7 Participating Claimants, based on the total number of workweeks worked as nonexempt, hourly-
8 paid employees for all Class Members in the Class Period plus additional workweeks allocated for
9 separated employees. Such workweeks will be divided into the Net Settlement Sum to calculate
10 the agreed upon payment per workweek (the "Workweek Rate"). Each Participating Claimant who
11 separated from Defendant during the Class Period at least once will receive an allotment of six
12 additional workweeks.

13 c. Each Participating Claimant will be paid the Workweek Rate for each week they
14 were employed as a nonexempt, hourly-paid employee during the Class Period, less any
15 workweeks that the employee was on a leave of absence.

16 d. Individual Settlement Payments to Participating Claimants shall be allocated as
17 follows: (i) 50% as penalties; (ii) 30% as interest; and (iii) 20% as wages. The Claims
18 Administrator shall be responsible for issuing the payments and calculating and withholding all
19 required state and federal taxes.

20 **IV. Notice to Class Members**

21 Notice of the Settlement shall be provided to all Class Members using the following
22 procedures:

23 **A. Notice by First-Class Mail**

24 Within thirty (30) calendar days after preliminary approval by the Court, the Claims
25 Administrator shall mail the Notice Packet, in both English and Spanish to the Class Members via
26 first-class regular U.S. mail. Prior to mailing, the Claims Administrator will perform a search based
27 on the National Change of Address Database to update and correct for any known or identifiable
28 address changes. If a new address is obtained by way of a returned Notice Packet, then the Claims

1 Administrator shall promptly forward the original Notice Packet to the updated address via first-
2 class regular U.S. mail.

3 **B. Opt-Out/Objection Deadline Date**

4 Class Members will have forty-five (45) calendar days from the mailing of the Notice
5 Packet to postmark objections and/or Requests for Exclusion from the Settlement.

6 **C. Procedure for Undeliverable Notices**

7 Any Notice Packets returned to the Claims Administrator as non-delivered on or before the
8 Opt-Out/Objection Deadline Date shall be sent to the forwarding address affixed thereto within five
9 (5) business days. If no forwarding address is provided, then the Claims Administrator shall
10 promptly attempt to determine a correct address using a single skip-trace, computer or other search
11 using the name, address and/or Social Security number of the individual involved, and shall then
12 perform a single re-mailing within five (5) business days. In the event the procedures in this
13 paragraph are followed and the intended recipient of a Notice Packet still does not receive the
14 Notice Packet, the Class Member shall be bound by all terms of the Settlement and any Final
15 Award entered by and approved by the Court.

16 **D. Procedure for Objecting to the Class Action Settlement**

17 The Notice shall provide that those Class Members who wish to object to the Settlement
18 should mail or fax a written statement of objection (“Notice of Objection”) to the Claims
19 Administrator no later than the Opt-Out/Objection Deadline Date. The postmark date or fax
20 timestamp shall be deemed the exclusive means for determining if a written Notice of Objection is
21 timely. The Notice of Objection should contain a statement of the Class Member’s objections, a
22 statement advising whether the objecting Class Member plans to appear at the Settlement Fairness
23 Hearing and any legal briefs, papers or memoranda the objecting Class Member proposes to submit
24 to the Court. Class Members may also appear at the Settlement Fairness Hearing and orally object
25 without first providing a written objection. Class Members who fail to make objections in either of
26 the manners specified above shall be deemed to have waived any objections and shall be foreclosed
27 from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

28 The Claims Administrator shall provide counsel for the Parties with complete copies of all

1 objections received, including the postmark dates or fax timestamps for each objection, within five
2 (5) business days of receipt. Plaintiffs' Counsel will provide copies to the Court of any objections
3 and supporting documents at least ten (10) calendar days before the Settlement Fairness Hearing.
4 Class Members who submit a timely Notice of Objection, as specified above, and those who wish
5 to appear and orally object without first providing a written objection will have a right to appear at
6 the Settlement Fairness Hearing in order to have their objections heard by the Court.

7 **E. Procedure for Opting Out**

8 The Notice shall provide that those Class Members who wish to opt out of the Settlement
9 must mail or fax a completed Request for Exclusion Form to the Claims Administrator no later than
10 the Opt-Out/Objection Deadline Date. For those Requests for Exclusion that are timely received,
11 but contain some deficiency, The Claims Administrator shall send a deficiency notice to that Class
12 Member which shall provide the Class Member no less than fifteen (15) calendar days from the
13 mailing of the deficiency notice to cure the deficiency (even if the opt-out/objection deadline has
14 passed).

15 Any Class Member who submits a valid and timely Request for Exclusion Form shall no
16 longer be a member of the Class, shall be barred from participating in this Settlement, shall be
17 barred from objecting to this Settlement and shall receive no benefit from this Settlement. Any
18 Class Member who does not submit a valid and timely Request for Exclusion Form shall be bound
19 by the terms and conditions of this Settlement, to include the Released Claims. Plaintiffs' Counsel
20 will provide copies of Request for Exclusion to the Court at least ten (10) calendar days before the
21 Settlement Fairness Hearing.

22 **F. No Solicitation of Settlement Objections or Opt-Outs**

23 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
24 time shall any of the Parties or their counsel seek to solicit or otherwise encourage or influence
25 Class Members to submit written objections to the Settlement, to opt-out of the Settlement or to
26 appeal from the Final Judgment and Confirmation Order.

27 **G. Procedure for Payment to Participating Class Members**

28 The procedure for payment to Participating Claimants of Individual Settlement Payments is

1 as follows:

2 a. The estimated Individual Settlement Payment will be set forth on the Class
3 Member's Notice Packet (or an attachment thereto).

4 b. Class Members shall be given an opportunity to dispute the number of workweeks
5 and/or the amount of the estimated Individual Settlement Payment as provided in their Notice
6 Packet. Any such dispute shall be sent in writing to the Claims Administrator postmarked or fax
7 time-stamped on or before the Opt-Out/Objection Deadline Date. The Claims Administrator shall
8 send the dispute information to Defendant within five (5) business days of receiving the dispute.
9 Defendant shall review its records and submit any additional supporting information to the Claims
10 Administrator within five (5) business days of receiving the dispute. The Claims Administrator
11 shall then make the final binding decision regarding the number of workweeks and/or the amount
12 of the estimated Individual Settlement Payment.

13 c. Class Members who submit a valid and timely Request for Exclusion Form will not
14 receive an Individual Settlement Payment. However, Class Members in the PAGA Cohort will
15 receive payment representing PAGA penalties regardless of whether they submit a Request for
16 Exclusion and shall be deemed to have released any claims for PAGA penalties related to the
17 Released Claims, as defined in this Agreement.

18 d. To the extent that there are any valid and timely Requests for Exclusion, the Claims
19 Administrator shall proportionally increase the Individual Settlement Payments for each
20 Participating Claimant so that the amount actually distributed to Claimants equals 100% of the Net
21 Settlement Amount.

22 **H. Procedure for Payment of Individual Settlement Payments**

23 The procedure for payment to Participating Claimants of Individual Settlement Payments is
24 as follows:

25 a. Class Members will receive an Individual Settlement Payment unless they submit a
26 valid and timely Request for Exclusion Form.

27 b. Individual Settlement Payments for Class Members shall be paid pursuant to the
28 Settlement formula set forth herein and shall be mailed within fifteen (15) calendar days after

1 Defendant deposits the full balance of the Gross Settlement to the Claims Administrator.

2 c. Should any question arise regarding the determination of eligibility for, or the
3 amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel
4 and Defendant's Counsel shall meet and confer in an attempt to reach agreement. If they cannot
5 agree, the Claims Administrator shall make the final determination, and that determination shall be
6 conclusive, final and binding on all Parties, including all Class Members.

7 d. Any checks issued to Participating Claimants shall remain valid and negotiable for
8 one hundred and eighty (180) days from the date of their issuance. If a Participating Claimant does
9 not cash his or her settlement check within 180 days, the un-cashed check(s) shall be voided by the
10 Claims Administrator and any monies remaining in the distribution account shall be distributed to
11 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
12 California Civil Code § 1500 et. Seq., for the benefit of those Settlement Class Members who did
13 not cash their checks until such time that they claim their property. The Parties agree that this
14 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, because the
15 entire Net Settlement Sum will be paid out to Settlement Class Members, whether or not they all
16 cash their settlement checks. Therefore, unless the Court requires otherwise, Defendant will not be
17 required to pay any interest on funds distributed to the Claims Administrator.

18 **I. Certification by Claims Administrator**

19 Upon completion of administration of the distributions, the Claims Administrator shall
20 provide written certification of such completion to counsel for all Parties.

21 **J. Final Settlement Approval Hearing and Entry of Final Judgment**

22 After Preliminary Approval, notice to the Class and an opportunity for objection and
23 opting-out, a Final Approval Hearing shall be held on a date set by the Court. In connection with
24 the Final Approval Hearing, the Parties shall file such papers with the Court as either their counsel
25 or the Court may determine to be necessary. Plaintiffs' Counsel shall file proof of Notice before the
26 Final Approval Hearing. Prior to the Final Approval Hearing, Plaintiffs' Counsel will prepare and,
27 after review and approval by Defendant, submit to the Court a proposed final order and Judgment
28 approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and

1 directing consummation of its terms and provisions.

2 After Final Approval of the Settlement, the Parties shall obtain entry of a Judgment. It is
3 expressly agreed by the Parties that the Court will retain jurisdiction to enforce the terms of this
4 Agreement and the Judgment. Upon the completion of all distributions in accordance with the
5 terms of the Judgment, Plaintiffs' Counsel shall prepare, file and serve on Defendant's counsel an
6 Acknowledgement of Satisfaction of the Judgment in full. Notice of Final Judgment will be posted
7 on a website created and maintained by the Claims Administrator. The URL for the Settlement
8 website will be included in the Notice Packet distributed to all Class Members. Notice of any
9 change of date or location of any hearing will also be posted on the Settlement website.

10 **V. Additional Provisions**

11 **A. Escalator Clause**

12 Defendant calculates the total number of workweeks worked by Class Members during the
13 Class Period is 11,822 workweeks. Should the actual number of workweeks worked by Class
14 Members during the Class Period increase 11,822 by more than 10%, the Gross Settlement shall
15 automatically increase proportionally. For example, if the actual workweek count during the Class
16 Period is 17,773 (an increase in 50% from 11,822), the Gross Settlement shall correspondingly
17 increase by 50%.

18 **B. Nullification of Settlement Agreement**

19 In the event that the Court refuses to approve any economic term, Defendant may void the
20 agreement. Defendant may also, at its option, withdraw from the Settlement if 10% or more of the
21 putative Class Members opt-out of the Settlement. If Defendant voids the agreement, Defendant
22 shall be responsible for any administrative costs incurred from the date all parties executed this
23 Agreement to the date the Agreement is voided. In the event that the Court refuses to approve any
24 term related to the scope of the release, the Parties shall first agree to negotiate, in good faith, a
25 revised Settlement Agreement that addresses the concerns of the Court. If the parties are unable to
26 agree on terms thru good faith negotiation, the parties then agree to return to mediation in order to
27 attempt to address the concerns of the Court. Upon reaching an agreement, the parties shall submit
28 a revised Settlement Agreement to the Court.

1 **C. Dispute Resolution**

2 Except as otherwise set forth herein, all disputes concerning the interpretation, calculation
3 or payment of Settlement claims, or other disputes regarding compliance with this Agreement shall
4 be resolved as follows:

5 a. If the Named Plaintiffs, or Class Counsel, on behalf of the Named Plaintiffs or any
6 Class Member, or Defendant’s Counsel, on behalf of Defendant, at any time believes that the other
7 Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in
8 writing of the alleged dispute or violation.

9 b. Upon receiving notice of the alleged violation or dispute, the responding Party shall
10 have five (5) calendar days to correct the alleged violation and/or respond to the initiating Party
11 with the reasons why the party disputes all or part of the allegation.

12 c. If the response does not address the alleged dispute or violation to the initiating
13 Party’s reasonable satisfaction, the Parties shall negotiate in good faith for up to five (5) calendar
14 days to resolve their differences.

15 d. If Class Counsel and Defendant’s Counsel are unable to resolve their differences
16 after ten (10) calendar days, either Party may file an appropriate motion for enforcement with the
17 Court.

18 e. Named Plaintiffs and Defendant shall bear their own attorney’s fees and costs,
19 except as provided herein.

20 **D. No Retaliation**

21 Defendant shall not take any adverse action against any Class Member because of the
22 Action or because of the existence of, and/or participation in, the Settlement, or because they
23 choose to benefit from the Settlement or to object to the Settlement. Defendant shall not take action
24 to discourage Class Members from participating in the Settlement.

25 **E. Exhibits and Headings**

26 The terms of this Agreement include the terms set forth in any attached exhibits, which are
27 incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are
28 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this

1 Agreement are inserted for convenience of reference only and do not constitute a part of this
2 Agreement.

3 **F. Interim Stay of Proceedings**

4 The Parties agree to staying and holding all proceedings in the Action in abeyance pending
5 the Settlement Fairness Hearing, except such proceedings necessary to implement and complete the
6 Settlement.

7 **G. Amendment or Modification**

8 This Agreement may be amended or modified only by a written instrument signed by
9 counsel for all Parties or their successors-in-interest.

10 **H. Entire Agreement**

11 This Agreement and any attached exhibits constitute the entire agreement among these
12 Parties, and no oral or written representations, warranties or inducements have been made to any
13 Party concerning this Agreement or its exhibits other than the representations, warranties and
14 covenants contained and memorialized in such documents.

15 **I. Authorization to Enter into Settlement Agreement.**

16 Counsel for all Parties warrant and represent that they are expressly authorized by the
17 Parties whom they represent to negotiate this Agreement and to take all appropriate action required
18 or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to
19 execute any other documents required to effectuate the terms of this Agreement. The Parties and
20 their counsel will cooperate with each other and use their best efforts to effect the implementation
21 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
22 any document needed to implement the Settlement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
24 the Court to resolve such disagreement. The person(s) signing this Agreement on behalf of
25 Defendant represents and warrants that he/she/they are authorized to sign this Agreement on
26 Defendant's behalf.

27 **J. Binding on Successors and Assigns**

28 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns

1 of the Parties hereto, as previously defined.

2 **K. California Law Governs**

3 This Agreement is made under the laws of the State of California without regard to
4 otherwise applicable principles of conflicts of laws whether of the State of California or any other
5 jurisdiction.

6 **L. Counterparts**

7 This Agreement may be executed in one or more counterparts. All executed counterparts
8 and each of them shall be deemed to be one and the same instrument, provided that counsel for the
9 Parties to this Agreement shall exchange among themselves original signed counterparts.

10 **M. This Settlement Is Fair, Adequate and Reasonable**

11 The Parties believe this Settlement is a fair, adequate and reasonable Settlement of this
12 Action and have arrived at this Settlement after extensive arms-length negotiations, taking into
13 account all relevant factors, present and potential.

14 **N. Jurisdiction of the Court**

15 The Court shall retain jurisdiction with respect to the interpretation, implementation and
16 enforcement of the terms of this Agreement and all orders and judgments entered in connection
17 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for
18 purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement
19 and all orders and judgments entered in connection therewith.

20 **O. Cooperation and Drafting**

21 Each of the Parties has cooperated in the drafting and preparation of this Agreement, and,
22 therefore, in any construction made to this Agreement, the same shall not be construed against any
23 of the Parties.

24 **P. Invalidity of Any Provision.**

25 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
26 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
27 as to define all provisions of this Agreement valid and enforceable.

28 **Q. Named Plaintiffs' Waiver of Right to be Excluded and Object**

1 The Named Plaintiffs agree to sign this Agreement, and by signing this Agreement are
2 bound by the terms herein stated, and further agree not to opt out of the Agreement or to object to
3 any of the terms of this Agreement. Non-compliance by the Named Plaintiffs with this paragraph
4 shall be void and of no force or effect. Any such objection shall therefore be void and of no force or
5 effect.

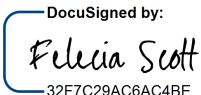
6 **R. No Public Comment.**

7 The Parties agree that no public comment, communications to media, or any other form of
8 advertising or public announcement (including social media) regarding this matter shall be made by
9 the Named Plaintiffs or Class Counsel at any time.

10 **S. Warranty of Signatories.**

11 The signatories hereto represent and warrant that they have the authority to sign on behalf
12 of their designated parties. This Agreement may be executed in counterparts and each counterpart
13 when executed, shall have the efficacy of a second original. PDF copies of any such signed
14 counterparts may be used in lieu of the original for any said purpose.

15 Dated: 4/26/2021 
16 Plaintiff Shantall Prado

17 
18 Dated: 4/26/2021
19 Plaintiff Felecia Scott

20
21 Dated: _____
22 Defendant Sand and Sea, Inc. dba Shore Hotel

23 Name: _____
24 Title: _____

25 Approved as to Form:
26
27
28

1 The Named Plaintiffs agree to sign this Agreement, and by signing this Agreement are
2 bound by the terms herein stated, and further agree not to opt out of the Agreement or to object to
3 any of the terms of this Agreement. Non-compliance by the Named Plaintiffs with this paragraph
4 shall be void and of no force or effect. Any such objection shall therefore be void and of no force or
5 effect.

6 **R. No Public Comment.**

7 The Parties agree that no public comment, communications to media, or any other form of
8 advertising or public announcement (including social media) regarding this matter shall be made by
9 the Named Plaintiffs or Class Counsel at any time.

10 **S. Warranty of Signatories.**

11 The signatories hereto represent and warrant that they have the authority to sign on behalf
12 of their designated parties. This Agreement may be executed in counterparts and each counterpart
13 when executed, shall have the efficacy of a second original. PDF copies of any such signed
14 counterparts may be used in lieu of the original for any said purpose.

15 Dated:

16 _____
Plaintiff Shantall Prado

17
18 Dated:

19 _____
Plaintiff Felecia Scott

20
21 Dated: 4/22/21

22 _____
Defendant Sand and Sea, Inc. dba Shore Hotel

23 Name: Jon Farzam

24 Title: President

25 Approved as to Form:
26
27
28

1 Dated: 4/26/2021
2 _____

SROURIAN LAW FIRM, P.C.

DocuSigned by:
Daniel Srourian
CA315D1285984BB

3 By: _____
4 Daniel Z. Srourian, Esq.
5 Attorney for Plaintiffs and the Proposed Class

6 Dated: 4/26/2021
7 _____

SOLOUKI & SAVOY, LLP

DocuSigned by:
[Signature]
09ECEBCB496A4E1...

8 By: _____
9 Shoham J. Solouki, Esq.
10 Attorney for Plaintiffs and the Proposed Class

11 Dated: _____

MICHAEL A. BERNSTEIN, ESQ.

12
13 By: _____
14 Michael A. Bernstein, Esq.
15 Attorneys for Defendant
16 Sand and Sea, Inc. dba Shore Hotel
17
18
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25
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1 Dated: ____

SROURIAN LAW FIRM, P.C.

2

3

By: _____

4

Daniel Z. Srourian, Esq.
Attorney for Plaintiffs and the Proposed Class

5

6 Dated: ____

SOLOUKI & SAVOY, LLP

7

8

By: _____

9

Shoham J. Solouki, Esq.
Attorney for Plaintiffs and the Proposed Class

10

11 Dated: 4/22/21

MICHAEL A. BERNSTEIN, ESQ.

12

13

By: _____

Michael A. Bernstein, Esq.
Attorneys for Defendant
Sand and Sea, Inc. dba Shore Hotel

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EXHIBIT A

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

**IF YOU WORKED AS AN HOURLY EMPLOYEE FOR SAND AND SEA, INC. dba
THE SHORE HOTEL IN THE STATE OF CALIFORNIA, YOU MAY BE ENTITLED
TO OBTAIN PAYMENT FROM A SETTLEMENT REACHED IN A PROPOSED
CLASS ACTION LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

WHY DID I GET THIS NOTICE?

You have received this Class Notice because we believe that you are a Class Member who may be entitled to money from this settlement.

This Class Notice describes a proposed settlement of the lawsuit *Shantall Prado, Felicia Scott, et al. v. Sand and Sea Inc., dba Shore Hotel* pending in the Los Angeles County Superior Court, Case No. BC600236 (the “Lawsuit”). This Class Notice is being sent to you by the order of the Los Angeles County Superior Court, which preliminarily approved the settlement and conditionally certified the settlement Class on [date of preliminary approval].

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiffs Shantall Prado and Felicia Scott (collectively “Plaintiffs”) on behalf of themselves and all others similarly situated who worked as hourly employees for Sand and Sea, Inc. dba the Shore Hotel (“Defendant”) in California between November 4, 2011 and [date of preliminary approval] and who did not sign arbitration agreements, class action waivers, or individual settlement agreements.

The Lawsuit alleges Defendant violated California law by failing to pay the minimum wage, failing to compensate for all hours worked, failing to pay overtime, failing to provide meal breaks and/or pay meal period compensation, failing to provide rest breaks and/or pay rest period compensation, failing to furnish accurate wage and hour statements, failing to maintain accurate payroll records, and failing to indemnify interest and/or expenditures. The Lawsuit also alleges Defendant engaged in unfair business practices and violated the California Private Attorneys General Act (“PAGA”) by engaging

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

in these alleged violations. Plaintiffs seek to bring these claims as a Class and representative action on behalf of themselves and other current and former employees of Defendant.

Defendant denies each and all of these claims and contentions alleged by the Plaintiffs and contends it has complied with the law at all times. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiffs and Defendant agreed on a class settlement that was preliminarily approved by the Court on [date of preliminary approval]. Plaintiffs and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Defendant that Plaintiffs' claims in the Lawsuit have merit or that it has any liability to Plaintiffs or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. Shantall Prado and Felecia Scott are the Class Representatives in the Lawsuit, and they are asserting claims on behalf of themselves and the Class Members. All of the Class Members form a Class. A class action allows one court to resolve the claims of all of the Class Members at the same time. A California Superior Court judge, Judge Yvette Palazuelos, is in charge of this class action.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representatives and the attorneys think the settlement is in the best interest of the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for defendant as nonexempt, hourly-paid employees in California at any time from November 4, 2011 to [date of preliminary approval], and who did not sign arbitration agreements, class action waivers, or execute individual settlement agreements are included in the Class.

According to Defendant's records, you are a member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call the Claims Administrator at the number directly below.

[CLAIMS ADMIN. TOLL FREE PHONE NUMBER]

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendant will pay Four Hundred Eighty-Five Thousand Dollars and No Cents (\$485,000.00) (the “Gross Settlement”). After attorney’s fees and costs, enhancement payments to the Plaintiffs, a payment to the California Labor and Workforce Development Agency, and claims administration costs are deducted from the Gross Settlement, the remaining “Net Settlement Sum” will be distributed to Participating Claimants. Subject to Court approval, the Gross Settlement will be allocated as follows:

Individual Settlement Payment: Each Participating Claimant will receive a payment based on the total number of weeks worked as an hourly employee in California during the relevant time period, plus additional work weeks allocated for separated employees. Some Class Members may also receive a payment for PAGA penalties. Such payments will be calculated as follows:

\$6,062.00 of the Net Settlement Sum shall first be used to make payments to Class Members in the PAGA Cohort for payment of PAGA penalties. Such payments will be divided equally among the PAGA Cohort. You are a member of the PAGA Cohort if you worked for Defendant as nonexempt, hourly-paid employees in California at any time from November 2, 2014 through the [date of preliminary approval].

The total number of workweeks worked by each Participating Claimant will be added together to determine the total number of workweeks worked by all Participating Claimants. Such workweeks will then be divided into the remainder of the Net Settlement Sum to calculate the agreed upon payment per workweek (“Workweek Rate”). Further, each Participating Claimant who separated from Defendant during the Class Period at least once will receive an allotment of six additional workweeks.

Each Participating Claimant’s “Individual Settlement Payment” then will be calculated using the following formula: Individual Settlement Payment = Workweek Rate x number of workweeks worked by the Participating Claimant, less any workweeks that the Participating Claimant was on a leave of absence.

- **Class Representative Enhancement Payment:** For acting as the Class Representatives, Plaintiffs will request from the Court an award of up to \$10,000.00 each in recognition of and as compensation for their efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks they assumed in starting and assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Gross Settlement.
- **Class Counsel’s Attorney’s Fees and Costs:** Class Counsel will request from the Court no more than one-third of the Gross Settlement (\$161,666.66) as attorney’s fees for this litigation and

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$15,000.00. Any amount ordered by the Court for Class Counsel's attorney's fees and costs will be paid from the Gross Settlement.

- **PAGA Payment:** \$24,250.00 from the Gross Settlement is allocated for payment to the State of California under the Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$18,187.50) will be paid to the California Labor and Workforce Development Agency, and 25% (\$6,062.50) of the allocation will be distributed to those Class Members who worked for Defendant as non-exempt, hourly-paid employees in California at any time from November 2, 2014 through [date of preliminary approval] (the "PAGA Cohort"). Any amount ordered by the Court will be paid from the Gross Settlement.
- **Claims Administration:** The costs of claims administration payable to the Claims Administrator are estimated not to exceed \$15,000.00, and pays for tasks such as mailing and tracking this Class Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Gross Settlement.
- All checks issued to Participating Claimants shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, the checks shall become null and void, and the Claims Administrator will take all steps necessary to ensure that the funds from the Participating Claimants' un-cashed check(s), including unpaid cash residue(s), or other unclaimed or abandoned fund(s), are distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et. seq., for the benefit of those Class Members who did not cash their checks until such time that they claim their property.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Defendant's records show that you [were/were not] employed by Defendant as a nonexempt, hourly-paid employee in California at any time from November 2, 2014 through [date of preliminary approval]. Accordingly, [your anticipated share of the PAGA penalties is estimated to be [\$ AMOUNT]] OR [you are not entitled to a share of PAGA penalties under this Settlement].

Defendant's records show that, while you worked as an hourly employee during the relevant time period, you worked a total of [XXX] weeks. Accordingly, your anticipated settlement share is [\$ AMOUNT]. The actual amount may vary somewhat based on the actual implementation of the settlement.

Twenty percent (20%) of your payment will be issued in a check representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck); thirty percent (30%) of your payment will represent interest; and fifty percent (50%) of your payment will be issued in a check representing penalties and will be

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

reported on IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you don't agree with the information about the amount of your anticipated settlement share(s), you have an opportunity to dispute the information. Any disputes should be sent in writing to the Claims Administrator postmarked or fax time-stamped on or before the [RESPONSE DEADLINE]. Along with your written letter explaining the dispute, you should include the last four digits of your social security number and any records (such as paystubs, pay checks or other records) that you have to support your calculation of the total number of weeks you worked for Defendant as an hourly employee in California during the relevant time period. The date of the postmark or fax time-stamp will determine if your dispute was timely sent. Any evidence submitted by you will be evaluated and a final decision will be made as to the correct amount of your settlement share.

The Claims Administrator is:

[INSERT NAME]
Phoenix Class Action Administration
Street
City, California Zip Code

WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Unless you ask to be excluded, you will remain a part of the settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you.

If you stay in the settlement Class, Plaintiffs and all Participating Claimants release Defendant and any of their past, present and future parents, subsidiaries, and affiliates, and officers, directors, employees, partners, members, owners, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives, and any and all third-party staffing agencies from the Released Claims for the period from November 4, 2011 through [the date of Preliminary Approval]. Plaintiffs and Participating Claimants may hereafter discover facts or legal arguments in addition to or different from those they know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the Participating Claimants shall be deemed to have, and by operation of the final judgment approved by the Court, shall have fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement. The Release in this paragraph is only effective upon Defendant fully funding the Gross Settlement.

Pursuant to the Settlement Agreement, "Released Claims" means any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, set forth, arising from, or related to the same set of operative facts as those set forth in the operative Complaint, and all related claims for violations of the Private Attorney General Action, and California Labor Code section 2698, *et seq.*

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

Plaintiffs, as the Class Representatives, have agreed to execute a separate general release of all claims against Defendant under the terms of the Settlement Agreement

DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firms below are qualified to represent you and the settlement Class. These law firms are called “Class Counsel.”

Daniel Srourian, Esq. SROURIAN LAW FIRM, P.C. 3435 Wilshire Blvd., Suite 1710 Los Angeles, California 90010 Telephone: (213) 474.3800 Facsimile: (213) 471.4160 Email: daniel@slfla.com	Shoham J. Solouki, Esq. SOLOUKI & SAVOY, LLP 316 W. 2 nd Street, Suite 1200 Los Angeles, California 90012 Telephone: (213) 814.4940 Facsimile: (213) 814.2550
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If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit the Request for Exclusion Form to the Claims Administrator at the following address:

[INSERT NAME]
Phoenix Class Action Administration
Street
City, California Zip Code

To be valid, a Request for Exclusion should: (a) be signed by you; (b) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the settlement; (d) be returned by fax or mail to the Claims Administrator at the specified address and/or facsimile number above; and (e) be postmarked or faxed on or before the [RESPONSE DEADLINE]. The date of the fax or postmark on the return mailing envelope will determine if your Request for Exclusion was timely submitted. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Gross Settlement, including the Release described in this Notice. The Request for Exclusion Form is included with this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. However, Class Members in the PAGA Cohort will receive payment representing PAGA penalties regardless of whether they submit a Request for Exclusion and shall be deemed to have released any claims for PAGA penalties related to the Released Claims (defined above). Class Counsel will not represent your interests if you request to be excluded.

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. The Final Approval Hearing is scheduled to take place on [date of final approval hearing], 2021, at x:xx x.m. in Department 9 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012.

To be valid, all written objections and supporting papers, if any, should be mailed or faxed to the Claims Administrator no later than [RESPONSE DEADLINE] and should contain a statement of the Class Member's objections, a statement advising whether the objecting Class Member plans to appear at the Settlement Fairness Hearing and any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a written objection has been timely submitted.

[INSERT NAME]

Phoenix Class Action Administration

Street

City, California Zip Code

To be valid, your written objection and all supporting papers, if any, must be postmarked or faxed on or before [RESPONSE DEADLINE].

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment.

WHAT IF MY CONTACT INFORMATION CHANGES?

If, after you receive this Class Notice, you change your mailing address or telephone number, it is your responsibility to inform the Claims Administrator of your updated information.

THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled to take place on [date of final approval hearing], 2021, at x:xx x.m. in Department 9 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012. The date and time may change without further notice to the Class.

At the Final Approval Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiffs for enhancement awards, and to Class Counsel for attorney's fees and costs.

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Claims Administrator's website ([www. \[REDACTED\]](#)) within seven (7) calendar days after entry of the Final Order and Judgment. Notice of any change of date or location of any hearing will be posted on the settlement website along with the Court's current social distancing procedures for attendance at hearings and/or review of court files.

FURTHER INFORMATION

This Class Notice is only a summary of the settlement. The Settlement, pleadings, and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. Per recent health concerns, Class Members who wish to view documents related to this case at the Clerk's Office of the Los Angeles Superior Court must first make an appointment with the Clerk and follow all mandatory courthouse and/or courtroom rules including, but not limited to social distancing and the use of face masks and/or facial coverings. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, and the operative complaint, they may be viewed at [[URL to case-specific web page by Claims Administrator](#)].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Claims Administrator. Phoenix Class Action Administration at [[TOLL FREE PHONE NUMBER](#)] or Class Counsel listed above. Please refer to the *Shantall Prado, Felicia Scott, et al. v. Sand and Sea Inc., dba Shore Hotel* Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

REQUEST FOR EXCLUSION FORM

THIS IS *NOT* A CLAIM FORM. [COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT AND CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE*]

In The Matter of: *Shantall Prado, Felicia Scott, et al. v. Sand and Sea Inc., dba Shore Hotel pending in the Los Angeles County Superior Court, Case No. BC600236*

INSTRUCTIONS: TO EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT, THIS FORM SHOULD BE COMPLETED AND POSTMARKED OR FAXED TO THE CLAIMS ADMINISTRATOR, PHOENIX CLASS ACTION ADMINISTRATION, NO LATER THAN [REDACTED], AT THE ADDRESS AND/OR FACSIMILE NUMBER BELOW. IF YOU FAIL TO DO SO, YOU WILL LOSE YOUR RIGHT TO OPT-OUT.

Phoenix Class Action Administration
[ADDRESS][FAX]

Please fill in all of the following information (type or print):

Name of Class Member (First, Middle, Last): _____

Address (Street Address, City, State, Zip): _____

Telephone: _____

Last Four Digits of Social Security Number: _____

Location of Employment: _____

Dates of Employment: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING OR FAXING THIS FORM ON OR BEFORE [DATE].

*I verify that the following is true: My name, address and other contact information are set forth above. I received and had the opportunity to read the Class Notice that was sent to me along with this Request for Exclusion Form. I understand that by opting-out of this class action settlement, I will **not** be eligible to receive any money that may result from any trial or settlement of this lawsuit, if there is one. I do not wish to receive compensation under the terms of any judgment or settlement or to otherwise participate in this class action. I further understand that by opting-out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a claim for money will be deemed to have opted-out as well.*

I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendant has not encouraged me to opt out, and I choose to opt out on my own free will. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed

Signature of Class Member

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]