

1 JOSEPH LAVI, CA Bar No. 209776
 jlavi@lelawfirm.com
 2 VINCENT C. GRANBERRY, CA Bar No. 276483
 vgranberry@lelawfirm.com
 3 MELISSA A. HUETHER CA Bar No. 316604
 mhuetter@lelawfirm.com
 4 LAVI & EBRAHIMIAN, LLP
 8889 W. Olympic Blvd., Suite 200
 5 Beverly Hills, CA 90211
 Telephone: (310) 432-0000
 6 Facsimile: (310) 432-0001

7 Attorneys for Plaintiff
 ALFREDO ANGULO

8
 9 ROBERT R. ROGINSON, CA Bar No. 185286
 robert.roginson@ogletree.com
 RYAN H. CROSNER, CA Bar No. 278418
 10 ryan.crosner@ogletree.com
 OGLETREE, DEAKINS, NASH, SMOAK &
 11 STEWART, P.C.
 400 South Hope Street, Suite 1200
 12 Los Angeles, CA 90071
 Telephone: 213-239-9800
 13 Facsimile: 213-239-9045

14 Attorneys for Defendants
 FIVE STAR PLASTERING, INC.
 15 (erroneously also sued herein as FIVE STAR
 PLASTERING)

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

19 ALFREDO ANGULO, on behalf of himself and
 others similarly situated;

20 Plaintiff,

21 vs.

22 FIVE STAR PLASTERING; FIVE STAR
 23 PLASTERING, INC.; and DOES 1 to 100,
 inclusive,

24 Defendants.

Case No. 19STCV10957

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

[Assigned for all purposes to the Honorable
 Amy D. Hogue, Dept. 7]

Action Filed: March 29, 2019
 FAC Filed: June 19, 2019
 Trial Date: None

28  ^{DS}

1 This Joint Stipulation for Class Action and PAGA Settlement and Release (“Agreement”) is
2 made by and between plaintiff Alfredo Angulo (“Angulo” or “Plaintiff”), individually and on
3 behalf of all others similarly situated and other aggrieved employees, and defendant Five Star
4 Plastering, Inc. (erroneously also sued herein as Five Star Plastering) (“Five Star” or “Defendant”)
5 (collectively, the “Parties”), and is subject to the terms and conditions below, and to the Court’s
6 approval. The Parties expressly acknowledge that this Agreement is entered into solely for the
7 purpose of compromising significantly-disputed claims and nothing in this Agreement is an
8 admission of liability or wrongdoing by Defendant. If for any reason the Agreement is not
9 approved, it will be of no force or effect, and the Parties will be returned to their respective
10 positions immediately prior to and as if they had never executed this Agreement as more fully set
11 forth below.

12 **DEFINITIONS**

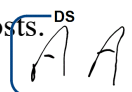
13 In addition to other terms defined in this Agreement, the terms below have the following
14 meaning in this Agreement:

15 1. “Action” means the action entitled *Alfredo Angulo v. Five Star Plastering, Inc. et*
16 *al.*, Case No. 19STCV10957, pending in the Superior Court of the State of California, County of
17 Los Angeles.

18 2. “Aggrieved Employees” means all persons who worked for Defendant as non-
19 exempt employees in the State of California at any time during the PAGA Period.

20 3. “Angulo Individual Settlement Amount” means the sum of Forty Thousand Dollars
21 (\$40,000) that Five Star will pay to Angulo for the settlement and general release of all of his
22 individual claims, separate from the claims resolved herein, against the Released Parties.

23 4. “Attorneys’ Fees and Costs” means the amounts to be paid to Class Counsel for
24 attorneys’ fees and reimbursement of litigation costs and expenses, respectively, as approved by
25 the Court, to compensate Class Counsel for their work and costs incurred and to be incurred in
26 connection with the Action. Class Counsel will request attorneys’ fees of not to exceed 33 and
27 1/3% of the Gross Settlement Amount or \$150,000 and litigation costs and expenses not to exceed
28 \$10,000. Defendant has agreed not to oppose the request for Attorneys’ Fees and Costs.^{DS}



1 5. “Class” means all persons who worked for Defendant as non-exempt employees in
2 the State of California at any time during the Class Period. Defendant estimates that there are
3 approximately 365 Class Members during the Class Period and approximately 15,100 Workweeks
4 during the class period.

5 6. “Class Counsel” means Joseph Lavi, Vincent C. Granberry, and Anwar D. Burton
6 of Lavi & Ebrahimian, LLP.

7 7. “Class Data” means the electronic database that Defendant will provide to the
8 Settlement Administrator containing each Class Member’s (i) full name; (ii) last-known mailing
9 address and telephone number; (iii) Social Security number; and (iv) information sufficient to
10 enable the Settlement Administrator to calculate each Class member’s total number of Workweeks.

11 8. “Class Member” is a member of the Class.

12 9. “Class Notice” means the Notice of Class Action Settlement, substantively in the
13 form attached hereto as **Exhibit A** and incorporated by reference into this Agreement.

14 10. “Class Period” means the period of time from March 29, 2015, through April 19,
15 2021.

16 11. “Court” means the Superior Court of California, County of Los Angeles, or any
17 other court taking jurisdiction of this Action.

18 12. “Defendant” or “Five Star” means Five Star Plastering, Inc.

19 13. “Defendant’s Counsel” means Robert R. Roginson and Ryan H. Crosner of
20 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

21 14. “Effective Date” means the date when the Final Approval Order becomes final. For
22 purposes of this Paragraph, the Final Approval Order “becomes final” when all of the following
23 events have occurred: (a) the date the Court enters an order and judgment certifying the Class and
24 granting final approval of the Settlement; and (b) the later of the following events: the expiration of
25 the period for filing any appeal, writ, or other appellate proceeding having been filed; or the
26 dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right
27 to pursue further remedies or relief; or any appeal, writ, or the issuance of such other final appellate
28 order upholding the Court’s final order with no right to pursue further remedies or relief. AA

1 regard, it is the intention of the Parties that the Settlement shall not become effective until the
2 Court's order approving the Settlement is completely final and there is no further recourse by an
3 appellant of object who seeks to contest the Settlement. In the event that no objections are filed,
4 the Effective Date shall be after step (a) is completed.


5 15. "Final Approval Hearing" means the hearing to be conducted by the Court to
6 determine whether to approve finally and implement the terms of this Agreement and enter the
7 Judgment.

8 16. "Final Approval Order and Judgment" means order and judgment entered by the
9 Court granting final approval of the Settlement.

10 17. "Gross Settlement Amount" means Four Hundred Fifty Thousand Dollars
11 (\$450,000), which has been and/or will be paid by Five Star in full satisfaction of all claims arising
12 from the Action. The Gross Settlement Amount includes all Individual Settlement Payments to
13 Participating Class Members, the Service Payment to Plaintiff, Settlement Administration
14 Expenses to Settlement Administrator, Attorneys' Fees and Cost to Class Counsel, and PAGA
15 Payment in the amount of \$30,000 of which 75% or \$22,500 will be paid to the Labor Workforce
16 Development Agency ("LWDA") and 25% or \$7,500 will be paid to Aggrieved Employees.
17 Defendant has agreed to pay it share of the employer payroll taxes separately and in addition to the
18 Gross Settlement Amount. Five Star estimates the class consists of approximately 365 hourly non-
19 exempt employees and approximately 15,100 Workweeks during the Class Period. This estimate
20 serves as the basis for Plaintiff accepting the terms of this settlement. Should the class increase by
21 more than 10%, the payout will increase proportionately over the Ten Percent (10%) grace. For
22 example, if the class increases Eleven Percent (11%), then the Gross Settlement Amount would
23 increase by One Percent (1%).

24 18. "Individual Settlement Payment" means the net amount of each Participating Class
25 Member's Settlement Share, to be distributed to Plaintiff and Participating Class Members who do
26 not request exclusion from the Settlement.

27 19. "LWDA Payment" means the 75% share of the PAGA Payment allocated \to the
28 California Labor and Workforce Development Agency ("LWDA").



1 20. “Net Settlement Amount” means the maximum amount available for distribution to
2 the Class Members from the Gross Settlement Amount, after deduction of Attorneys’ Fees and
3 Costs, Service Payment, Settlement Administration Expenses, and PAGA Payment.

4 21. “Non-Participating Class Member” means a Class Member who submits a valid and
5 timely Request for Exclusion.

6 22. “Operative Complaint” means the class action complaint in this Action and any
7 amendments thereto, including and not limited to, Plaintiff Alfredo Angulo’s First Amended
8 Complaint for Damages and Equitable Relief for (1) Failure to Pay Wages for All Hours of Work
9 at the Legal Minimum Wage Rate in Violation of Labor Code Sections 1194, 1194.2, & 1197 and
10 the Wage Orders; (2) Failure to Pay Wages for All Time Worked at Overtime Rate in Violation of
11 Labor Code Sections 510 & 1194 and the Wage Orders; (3) Failure to Include All Remuneration
12 When Calculating the Overtime Rate of Pay, in Violation of Labor Code Sections 510 & 1194 and
13 the Wage Orders; (4) Failure to Provide Meal Periods and Meal Period Premium Wages in
14 Violation of Labor Code Section 226.7 and the Wage Orders; (5) Failure to Provide Rest Periods
15 and Rest Period Premium Wages in Violation of Labor Code Section 226.7 and the Wage Orders;
16 (6) Failure to Provide Accurate Wage Statements in Violation of Labor Code Section 226 and the
17 Wage Orders; (7) Failure to Timely Pay Final Wages in Violation of Labor Code Sections 201 &
18 202; (8) Unfair Competition in Violation of Business & Professions Code Section 17200, *et seq.*;
19 and (9) Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code Section 2698, *et seq.*


21 23. “PAGA Payment” means the amount allocated toward penalties under the Private
22 Attorneys General Act, California Labor Code Section 2698, *et seq.*

23 24. “PAGA Period” means March 29, 2018, to April 19, 2021.

24 25. “Participating Class Member” means a Class Member who does not submit a valid
25 and timely Request for Exclusion.

26 26. “Plaintiff” means the named plaintiff Alfredo Angulo.

27 27. “Preliminary Approval” means the date on which the Court enters an order granting
28 preliminary approval of the Settlement.



1 28. “Released Class Claims” means all claims and causes of action that were asserted or
2 reasonably could have been asserted against the Released Parties in the Operative Complaint, as
3 well as any claims that could have been asserted in the Action based on the facts, legal theories, or
4 causes of action alleged in the Operative Complaint and any actual or proposed amendment
5 thereto, including but not limited to: (a) failure to pay minimum wages for all hours worked;
6 (b) failure to pay overtime wages for all time worked at overtime rate; (c) failure to include all
7 remuneration when calculating the overtime rate of pay; (d) failure to provide compliant meal
8 breaks and to provide premium pay in lieu thereof; (e) failure to provide compliant rest breaks and
9 to provide premium pay in lieu thereof; (f) failure to provide complete, accurate, or properly
10 formatted wage statements; (g) waiting time penalties; (h) unfair business practices claims;
11 (i) PAGA as to said claims and facts alleged in the Operative Complaint; (j) any other claims or
12 penalties under the wage and hour laws pleaded in the Operative Complaint; and (k) all damages,
13 penalties, interest and other amounts recoverable under said causes of action or legal theories of
14 relief under California and federal law, to the extent permissible, including but not limited to the
15 California Labor Code, the applicable Wage Orders, and the California Business and Professions
16 Code section 17200, *et seq.* The Released Claims include all claims for compensatory,
17 consequential, incidental, liquidated, punitive, and exemplary damages; restitution; interest; costs
18 and fees; injunctive or equitable relief; and any other remedies available at law or equity for the
19 time period from March 29, 2015, through April 19, 2021.

20 29. “Released Parties” means Five Star and all of Five Star’s current or former parent
21 companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or
22 staffing agencies, customers, and, with respect to each of them, all of their and/or such related
23 entities’ predecessors and successors, and, with respect to each such entity, all of its past, present,
24 and future employees, direct and/or indirect officers, partners, principals, members, managers,
25 consultants, directors, stockholders, owners, including but not limited to Tom Blythe,
26 representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees,
27 administrators, fiduciaries, and insurers of such programs), and any other persons acting by,
28 through, under, or in concert with any of the persons or entities listed herein, and their successors.



1 30. “Response Deadline” means the deadline by which Class Members must fax or
2 postmark to the Settlement Administrator a valid Request for Exclusion or submit objections to the
3 Settlement. The Response Deadline will be 45 calendar days from the initial mailing of the Class
4 Notice. The Response Deadline will be extended 15 calendar days for any Class Member who is
5 re-mailed a Class Notice by the Settlement Administrator in accordance with the notice procedure
6 described in Sections 50 through 51(B)(iii) of this Agreement.

7 31. “Request for Exclusion” means the written request by a Class Member to exclude
8 himself or herself from the Settlement, submitted in accordance with the instructions in the Class
9 Notice.

10 32. “Service Payment” means the service payment made to Plaintiff in his capacity as
11 Class Representative in order to compensate him for his time and effort in the Action. Plaintiff will
12 request and Five Star will not oppose a Service Payment of up to \$8,900.

13 33. “Settlement” means the disposition of the Action and all related claims effectuated
14 by this Agreement.

15 34. “Settlement Administrator” means the third-party administrator, Phoenix Settlement
16 Administrators, proposed by the Parties and appointed by the Court to administer the Settlement.

17 35. “Settlement Administration Expenses” means the costs payable to the Settlement
18 Administrator for administering the Settlement, including, but not limited to, printing, translating
19 into Spanish, distributing (including with appropriate postage), and tracking documents for this
20 Settlement in English and Spanish, conducting any searches to locate any Class Members, tax
21 reporting, distributing the Individual Settlement Payments, Service Payment, Attorneys’ Fees and
22 Costs, and providing necessary certification of completion of notice, reports and declarations,
23 establishing and administering a qualified settlement fund account and other responsibilities set
24 forth in this Agreement and as requested by the Parties. The Settlement Administration Expenses
25 are currently estimated to be not more than \$10,000.

26 36. “Settlement Share” means each Class Member’s share of the Net Settlement
27 Amount as provided by this Agreement.

28 37. “Workweeks” means the number of weeks that each Class Member worked^{AS} for

AA

1 Defendant as a non-exempt employee in the State of California during the Class Period, calculated
2 by taking the timekeeping and payroll data for each Class Member during the Class Period, and
3 then identifying the number of weeks in which said Class Member worked at least one hour. Each
4 of these weeks was then summed together to get the total number of weeks worked by each Class
5 Member. Each Class Member will be credited with at least one Workweek.

6 **RECITALS**

7 38. The Parties stipulate to provisional class certification for purposes of settlement
8 only. If the Court does not grant final approval of this Settlement, this provisional class
9 certification shall immediately be set aside, any order conditionally certifying the Class shall be
10 vacated, and this Agreement shall not be used as evidence that class certification is appropriate. If
11 the Court does not grant either preliminary or final approval of this Settlement, the Parties shall be
12 returned to their respective statuses as of the date and time immediately prior to the execution of
13 the Agreement, and the Parties shall proceed in all respects as if this Agreement had not been
14 executed, except that any costs actually incurred by the Settlement Administrator shall be paid in
15 equal apportionment among the Parties.

16 39. On March 29, 2019, Plaintiff filed a Class Action Complaint against Five Star, in
17 the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that
18 Five Star:

- 19 A. Failed to pay minimum wages;
- 20 B. Failed to pay overtime wages;
- 21 C. Failed to include remuneration when calculating overtime rates of pay;
- 22 D. Failed to provide meal periods and meal period premium wages;
- 23 E. Failed to provide rest periods and rest period premium wages;
- 24 F. Failed to provide accurate wage statements;
- 25 G. Failed to timely pay final wages; and
- 26 H. Violated California Business and Professions Code §§ 17200, *et seq.*

27 40. Also on June 19, 2019, Plaintiff filed a First Amended Class Action Complaint
28 against Five Star, in the Superior Court of the State of California, County of Los Angeles. Plaintiff

Plaintiff
AA

1 amended his claims and added that Five Star:

2 A. Violated California Labor Code §§ 2698, *et seq.*

3 41. On August 2, 2019, Defendant filed a general denial along with 34 affirmative
4 defenses to the Operative Complaint.

5 42. After they engaged in formal discovery and exchanged informal mediation data, on
6 February 19, 2021, the Parties participated in a private mediation with Todd Smith, Esq., a
7 respected and experienced mediator of wage-and-hour class actions, which resulted in a resolution
8 of the Action in its entirety.

9 43. Plaintiff believes he has alleged meritorious claims in the Action, and that class
10 certification is appropriate because the prerequisites for class certification can be satisfied in this
11 Action.

12 44. Defendant denies any liability or wrongdoing of any kind associated with the claims
13 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further
14 contends that, for any purpose other than settlement, the Action is not appropriate for class or
15 representative action treatment. Defendant contends, among other things, that at all times it
16 complied with the California Labor Code, the Industrial Wage Commission Orders, and the
17 California Business & Professions Code.

18 45. The Parties believe that the Settlement is fair, reasonable, and adequate. The
19 Settlement was arrived at through negotiations, taking into account all relevant factors. The
20 Parties recognize the uncertainty, risk, expense, and delay attendant to further litigation, including
21 trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle,
22 compromise, and discharge all Released Claims, as defined herein, in conformity with the terms
23 set forth herein.

24 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

25 **SETTLEMENT TERMS AND CONDITIONS**

26 46. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
27 the Gross Settlement Amount that Five Star will pay under this Settlement is Four Hundred Fifty
28 Thousand Dollars (\$450,000). The Gross Settlement Amount is the maximum possible amount

PS
AA

1 that may be paid by Five Star to resolve this Action (except that Five Star agrees to pay the
2 employer’s share of payroll taxes separately and in addition to the Gross Settlement Amount),
3 subject to Court approval and section 49(E). All of the Gross Settlement Amount will be disbursed
4 pursuant to this Agreement without the need of any Class Member to submit a claim form and
5 none of the Gross Settlement Amount will revert to Five Star.

6 47. **Payments from the Gross Settlement Amount.** Subject to the terms and
7 conditions of this Agreement, and further subject to Court approval, the Settlement Administrator
8 will make the following payments out of the Gross Settlement Amount:

9 A. **Service Payment to Plaintiff:** In addition to the Individual Settlement
10 Payment to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than
11 \$8,900 as a Service Payment. Five Star will not oppose any application by Plaintiff for a Service
12 Payment of no more than \$8,900. In the event that the Court reduces or does not approve the
13 requested Service Payment, Plaintiff and Class Counsel shall not have the right to revoke this
14 Agreement or the Settlement, and it will remain binding. The Settlement Administrator will pay
15 the Service Payment, as approved by the Court, out of the Gross Settlement Amount. If the Court
16 approves a Service Payment of less than \$8,900, the portion that is not awarded will be part of the
17 Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding
18 and deductions will not be taken from the Service Payment; instead, an IRS Form 1099 will be
19 issued to Plaintiff with respect to the Service Payment.

20 B. **Attorneys’ Fees and Costs to Class Counsel:** Plaintiff will apply to the
21 Court for an award of up to thirty three and one-third percent (33 and 1/3%) of the Gross
22 Settlement Amount, or \$150,000, for attorneys’ fees; and reimbursement of costs and expenses
23 associated with Class Counsel’s litigation and settlement of the Action in an amount not to exceed
24 \$10,000 to Class Counsel (“Attorneys’ Fees and Costs”). Five Star will not oppose any application
25 by Plaintiff or Class Counsel for Attorneys’ Fees and Costs consistent with this Agreement and
26 approved by the Court. In the event that the Court reduces or does not approve the requested
27 Attorneys’ Fees and Costs, Plaintiff and Class Counsel shall not have the right to revoke this
28 Agreement or the Settlement, and it will remain binding. The Settlement Administrator will pay

AAA

1 the Attorneys' Fees and Costs payment, as approved by the Court, from the Gross Settlement
2 Amount. If the Court approves an Attorneys' Fees and Costs payment of less than the amounts
3 allocated or requested, the remainder will be part of the Net Settlement Amount for distribution to
4 Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken
5 from the Attorneys' Fees and Costs; instead, one or more IRS Forms 1099 will be issued to Class
6 Counsel with respect to those payments. The payment of Attorneys' Fees and Costs shall be made
7 by the Settlement Administrator to Lavi & Ebrahimian, LLP.

8 **C. Settlement Administration Expenses to the Settlement Administrator:**

9 The Settlement Administrator will pay out of the Gross Settlement Amount to itself reasonable
10 fees and expenses that are documented and approved by the Court in an amount not to exceed
11 \$10,000 (the "Settlement Administration Expenses"). These will include, *inter alia*, fees and costs
12 payable to the Settlement Administrator for printing, translating into Spanish, distributing
13 (including with appropriate postage), and tracking documents for this Settlement in English and
14 Spanish, any searches to locate any Class Members, calculating estimated amounts per Class
15 Member, tax reporting, distributing the Individual Settlement Payments, Service Payment,
16 Attorneys' Fees and Costs, payment to LWDA for its share of the PAGA Payment, and providing
17 necessary certification of completion of notice, reports and declarations, establishing and
18 administering a qualified settlement fund account, required tax reporting on the Individual
19 Settlement Payments, the issuing of 1099 and W-2 IRS forms and other responsibilities as
20 requested by the Parties. To the extent the Settlement Administration Expenses that are
21 documented and approved by the Court are less than \$10,000, the portion that is not awarded by
22 the Court will be part of the Net Settlement Amount for distribution to Participating Class
23 Members. If actual costs for settlement administration in this Action exceed \$10,000, all such
24 amounts will be deducted and paid from, and not in addition to, the Gross Settlement Amount.

25 **D. PAGA Payment:** Subject to approval by the Court, the Parties agree that
26 the amount of \$30,000 from the Gross Settlement Amount will be allocated toward penalties under
27 the Private Attorneys General, California Labor Code Section 2698, *et seq.* ("PAGA Payment"), of
28 which 75%, or \$22,500, will be paid to the LWDA (i.e., LWDA Payment) and 25%, or \$7,500,

1 (“Aggrieved Employees’ Portion”) will be distributed to Aggrieved Employees, based upon the
2 number of pay periods each worked during the PAGA period (“Individual PAGA Payment”). Each
3 Aggrieved Employee will be credited with at least 1 pay period. The Individual PAGA Payment
4 for each Aggrieved Employee will be calculated as follows: by dividing the Aggrieved Employees’
5 Portion by the number of pay periods worked by all Aggrieved Employees; and then multiplying
6 the result by each individual Aggrieved Employees’ number of pay periods.

7 48. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall
8 include the following payments after the deductions have been made from the Gross Settlement
9 Amount as described in this Agreement. The Net Settlement Amount shall include the following:

10 A. **Settlement Shares.** Subject to the terms and conditions of this Agreement,
11 the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each
12 Participating Class Member. The submission of a claim form is not required for a Participating
13 Class Member to be paid under the Settlement.

14 B. **Calculation.** The Settlement Share for each Participating Class Member
15 will be calculated by dividing the Net Settlement Amount by the number of Workweeks of all
16 Participating Class Members to yield a “Weekly Settlement Value”; and then multiplying the
17 Weekly Settlement Value by each individual Participating Class Member’s number of Workweeks.
18 A portion of each Participating Class Member’s Settlement Share will be subject to wage
19 withholding, as described in Section 49(C).

20 C. **Withholding.**
21 (i) Subject to approval by the Court, Ten Percent (10%) of each
22 Participating Class Member’s Settlement Share will be allocated as
23 wages (the “Wage Portion”). The Wage Portion of each
24 Participating Class Member’s Settlement Share is subject to
25 reduction for the employee’s share of taxes and withholdings, will be
26 reported on an IRS Form W-2. The net payment to Participating
27 Class Members after reduction for employee’s share of taxes and
28 withholdings is referred to as the Individual Settlement Payment.^{DS}

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(ii) Subject to approval by the Court, Forty-Five Percent (45%) of each Participating Class Member’s Settlement Share will be allocated to interest allegedly due and Forty-Five Percent (45%) of each Participating Class Member’s Settlement Share will be allocated to penalties allegedly due (collectively, the “Non-Wage Portion”). The Non-Wage Portion of each Participating Class Member’s Settlement Share will not be subject to wage withholdings, will be reported on an IRS Form 1099.

(iii) Individual PAGA Payments issued to Aggrieved Employees will be allocated as One Hundred Percent (100%) non-wage penalties and will reported on an IRS Form 1099. Aggrieved Employees cannot opt out of the PAGA portion of this Settlement and will receive an Individual PAGA Payment regardless of whether they exclude themselves from the Settlement or not.

(iv) Participating Class Members who are also Aggrieved Employees will receive their respective Settlement Share and Individual PAGA Payment as one check.

D. Effect of Non-Participating Class Members. Non-Participating Class Members will not receive payment of their Settlement Shares. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis relative to their Settlement Shares.

E. Increase in Class Members. Five Star estimates the class consists of approximately 365 hourly non-exempt employees and approximately 15,100 Workweeks during the Class Period. This estimate serves as the basis for Plaintiff accepting the terms of this settlement. Should the class increase by more than 10%, the payout will increase proportionately over the Ten Percent (10%) grace. For example, if the class increases Eleven Percent (11%), then the Gross Settlement Amount would increase by One Percent (1%).

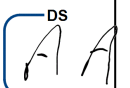
49. **Appointment of Settlement Administrator.** The Parties will seek quotes from

PS
AAA

1 mutually acceptable and qualified third-party settlement administrators to serve as the Settlement
2 Administrator, which, as a condition of appointment, will agree to be bound by this Agreement
3 with respect to the performance of its duties and its compensation. The Settlement Administrator's
4 duties will include preparing, printing, and mailing the Class Notice to all Class Members;
5 conducting a National Change of Address search to update Class Member addresses before mailing
6 the Class Notice; re-mailing Class Notices that are returned as undeliverable to the Class
7 Member's updated address; setting up a toll-free telephone number to receive calls from Class
8 Members; receiving and reviewing for validity completed Requests for Exclusion; providing the
9 Parties with weekly status reports about the delivery of Class Notices and receipt of completed
10 Request for Exclusion; calculating Settlement Shares, Individual PAGA Payments, and Individual
11 Settlement Payments; issuing the checks to effectuate the payments due under the Settlement;
12 issuing the tax reports required under this Settlement; and otherwise administering the Settlement
13 pursuant to this Agreement. If no forwarding address is provided, the Settlement Administrator
14 will promptly attempt to determine the correct address using a skip-trace, or other search using the
15 name, address and/or Social Security number of the Class Member involved, and will then perform
16 a single re-mailing. Those Class Members who receive a re-mailed Class Notice will have (i) an
17 additional fifteen (15) calendar days from the original Response Deadline to fax or postmark a
18 Request for Exclusion or submit an objection to the Settlement. The Settlement Administrator will
19 have the authority to resolve all disputes concerning the calculation of a Participating Class
20 Member's Settlement Share, subject to the dollar limitations and calculations set forth in this
21 Agreement. The Settlement Administration Expenses, including the cost of printing and mailing
22 the Class Notice, will be paid out of, and not in addition to, the Gross Settlement Amount.

23 Five Star and Defendant's Counsel shall have no responsibility for validating or ensuring
24 the accuracy of the Settlement Administrator's work, and shall not be bound by any contract or
25 agreement entered into between the Settlement Administrator and Class Counsel, if any. In
26 addition, Five Star and Defendant's Counsel shall not bear any responsibility for errors or
27 omissions by the Settlement Administrator in administering the Settlement.

28 50. **Procedure for Approving Settlement.**



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. Motion for Preliminary Approval of Settlement by the Court.

- (i) After Execution of this Settlement Agreement, Plaintiff will file a motion for preliminary approval of the Settlement (“Motion for Preliminary Approval”) with the Court for an order granting preliminary approval of the Settlement, conditionally certifying the Class for settlement purposes, setting a date for the Final Approval Hearing, and approving the Class Notice.
- (ii) Class Counsel shall prepare a draft of the Motion for Preliminary Approval and supporting documents, and will provide the drafts to Defendant’s Counsel no later than five (5) days prior to filing the motion.
- (iii) At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a proposed order granting preliminary approval of the Settlement.
- (iv) Should the Court decline to preliminarily approve material aspects of the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised settlement for the Court’s approval.

B. Notice to Class Members. After the Court enters an order granting preliminary approval of the Settlement (“Preliminary Approval Order”), every Class Member will be sent the Class Notice as follows:

- (i) No later than seven (7) business days after the Court enters the Preliminary Approval Order, Defendant will provide to the Settlement Administrator the Class Data. The Parties agree that the contents of the Class Data are confidential but may be disclosed to the Settlement Administrator and Class Counsel solely for^{DS}the

AA

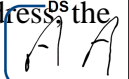
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

purpose of effectuating the terms of the Settlement, and shall not be shared with anyone other than the Settlement Administrator for any purpose. All Class Data will be used for settlement notification and settlement administration only, and shall not be used for any other purpose by Class Counsel or any other individual or entity.

(ii) The Class Notice will include: (1) information regarding the nature of the Action, (2) a summary of the Settlement’s principal terms, (3) the Class definition, (4) each Class Member’s number of Workweeks and Aggrieved Employee’s pay periods, (5) each Class Member’s estimated Settlement Share and each Aggrieved Employee’s Individual PAGA Payment; (6) the dates which comprise the Class Period and PAGA Period, (7) instructions on how to submit valid Requests for Exclusion or objections, (8) the deadlines by which the Class Member must fax or postmark Request for Exclusions or submit objections to the Settlement, and (9) the claims to be released, as set forth in this Agreement.

(iii) Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will conduct a search via the National Change of Address Database on all Class Member’s address and mail the Class Notice to all Class Members via first-class U.S. mail using the mailing address provided by Five Star, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

(iv) In the event that a Class Notice is returned as undeliverable with a forwarding address, the Settlement Administrator will promptly re-mail the Class Notice within three (3) business days. If a Class Notice is returned as undeliverable without a forwarding address, the



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Settlement Administrator will promptly conduct a skip trace and
re-mail the Class Notice to any updated address obtained without
three (3) business days.

(v) As part of its weekly status report to the Parties, the Settlement
Administrator will inform Class Counsel and Defendant’s Counsel
of the number of Request for Exclusion it receives (including the
numbers of valid and deficient), the number of objections received,
and the number of Workweeks disputes it receives.

(vi) Not later than ten (10) calendar days before the date by which
Plaintiff files the motion for final approval of the Settlement, the
Settlement Administrator will provide the Parties for filing with the
Court a declaration of due diligence setting forth its compliance with
its obligations under this Agreement and detailing the Requests for
Exclusion it received (including the numbers of valid and deficient
Requests for Exclusion), objections received, and disputes received.
Prior to the Final Approval Hearing, the Settlement Administrator
will supplement its declaration of due diligence if any material
changes occur from the date of the filing of its prior declaration.

C. Objections and Exclusions. Participating Class Members may submit
objections to the Settlement. Aggrieved Employees shall not be permitted to object or request
exclusion from the PAGA portion of the Settlement and will receive an Individual PAGA Payment
regardless of whether they request exclusion or object to the Settlement. Class Members may also
submit Requests for Exclusion pursuant to the following procedures:

(i) **Objections to Settlement.** The Class Notice will provide that only
Participating Class Members who wish to object to the Settlement
may object to the Settlement, in writing by mail, fax, or email to the
Settlement Administrator. Written objections must be submitted to
the Settlement Administrator no later than the Response Deadline

AAA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

and include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, and telephone number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based. The postmark date of the mailing, the fax-stamp for objections which are faxes, and the time stamp on the email will be deemed the exclusive means for determining that the written objection is timely. Participating Class Members may also appear at the Final Approval hearing and present their objections orally for the Court. Non-Participating Class Members shall have no ability to comment on or object to the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

(ii) **Dispute Regarding Workweeks.** Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written letter, fax, or email to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her,

AA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail, fax, or email to the Settlement Administrator, postmarked on or before the Response Deadline. Any dispute as to the number of Workweeks shall be resolved by the Settlement Administrator, with input and assistance from Defendant’s Counsel and Class Counsel, where applicable.

(iii) **Request for Exclusion.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail, fax, or email a signed Request for Exclusion to the Settlement Administrator no later than the Response Deadline. The date of the fax, postmark, or email will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The written Request for Exclusion (a) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (b) must be signed by the Class Member; (c) must contain the case name and number of the Action; and (d) contain a typewritten or handwritten notice stating that the Class Member wishes to be excluded. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. Any Class Member who requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement and will receive their

AA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Individual PAGA Payment regardless of whether they exclude themselves from the rest of the Settlement and are deemed a Non-Participating Class Member. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement, including those pertaining to the Released Claims, and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

(iv) **Defective Submissions.** If a Class Member’s Request for Exclusion is defective as to the requirements listed in this Agreement, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised Request for Exclusion.

(v) **Reports.** Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administrator will provide Defendant’s Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class

CS
AA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Members.

D. **Right of Five Star to Reject Settlement.** If more than ten percent (10%) of the Class Members timely submit valid Requests for Exclusion, Five Star will have the sole right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Five Star to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Five Star will pay the Settlement Administration Expenses incurred as of the date that Five Star exercises the right to void the Settlement pursuant to this Paragraph. Five Star will notify Class Counsel and the Court in writing whether it is exercising its right pursuant to this Paragraph not later than seven (7) calendar days after the Settlement Administrator notifies the Parties of the number of valid Requests for Exclusion it has received.

E. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

F. **Additional Briefing and Final Approval.**

- (i) Not later than sixteen (16) court days before the Final Approval Hearing, or on another date set by the Court, Plaintiff will file with the Court a motion for final approval of the Settlement and payment of the Settlement Administration Expenses and application for Attorneys' Fees and Costs and Service Payment. Plaintiff will provide Five Star with courtesy drafts of the final approval papers and all supporting documents, for Five Star's review and comment, at least three (3) business days prior to filing.
- (ii) If any opposition is filed to the motion for final approval and/or application for the Attorneys' Fee and Costs and Service Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for

AA

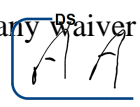
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for Attorneys’ Fees and Costs and Service Payment.

(iii) If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Payment and Attorneys’ Fees and Costs will not constitute a material modification to the Settlement within the meaning of this paragraph.

(iv) Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court’s approval and entry of the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

G. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff, Participating Class Members who did not timely submit an objection to the Settlement, Five Star, Class Counsel, and Defendant’s Counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. In such case, the Judgment will become nonappealable at the time it is entered. The waiver of appeal does not include any ^{RS}waiver



1 of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an
2 appeal is taken from the Judgment, the time for consummation of the Settlement (including making
3 payments under the Settlement) will be suspended until such time as the appeal is finally resolved
4 and the Judgment becomes Final.

5 **H. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
6 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
7 motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment
8 such that there is a material modification to the Settlement (including, but not limited to, the scope
9 of release with respect to Participating Class Members), and that court's decision is not completely
10 reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall
11 work together in good faith to address any concerns raised by the reviewing court and propose a
12 revised Settlement for the approval of the Court after the reviewing court's decision vacating,
13 reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or
14 modification of the Court's award of the Service Payment and Attorneys' Fees and Costs will not
15 constitute a vacation, reversal, or material modification of the Judgment within the meaning of this
16 paragraph, provided that Five Star's obligation to make payments under this Settlement will
17 remain limited by the Gross Settlement Amount.

18 **I. Timing of Settlement Funding and Provision of Settlement Shares and**
19 **Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money
20 with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and
21 amount sufficient to pay employer's share of payroll taxes with respect to the wages portion of
22 Settlement Share within ten (10) calendar days following the Effective Date. Prior to mailing the
23 settlement checks to Participating Class Members the Settlement Administrator will run a second
24 National Change of Address Database search to update the addresses. For returned checks with no
25 new address ascertained, no further steps need to be taken. As to other checks returned, the
26 Settlement Administrator will conduct a skip trace to ascertain a new updated address and will
27 promptly remail the check to the updated address within seven (7) business days of receipt of the
28 returned check. The checks will state the void date. Within fifteen (15) calendar days after

AA

1 Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay (a) to
2 Participating Class Members, their Individual Settlement Payments and to Aggrieved Employees,
3 their Individual PAGA Payments; (b) to Plaintiff, the Service Payment, as approved by the Court;
4 (c) to Class Counsel, their Attorneys' Fees and Costs, as approved by the Court; (d) to the
5 Settlement Administrator, the Settlement Administration Expenses, as approved by the Court; and
6 (e) to the LWDA, the LWDA Payment.

7 **J. Uncashed Settlement Share Checks.** A Participating Class Member shall
8 have one hundred eighty (180) calendar days from the date of issuance of the Individual Settlement
9 Payments and/or Individual PAGA Payments to cash their checks. For any checks not cashed after
10 one hundred eighty (180) calendar days, the Settlement Administrator shall transfer the amount
11 represented by the checks to the State of California Controller pursuant to the Unclaimed Property
12 Law, Code of Civil Procedure Section 1500, *et seq.* with the identity of the Participating Class
13 Member or Aggrieved Employee to whom the funds belong, to be held for the Participating Class
14 Member pursuant to the California Unclaimed Property Law. In that event, the Participating Class
15 Member shall remain bound by the terms of the Agreement and the Final Approval Order and
16 Judgment. The money transferred to the State of California Controller shall remain the property of
17 the Participating Class Member or Aggrieved Employee. This shall allow Participating Class
18 Members or Aggrieved Employees who did not cash their checks to collect their Individual
19 Settlement Payments and/or Individual PAGA Payments at any time in the future. Therefore, there
20 shall be no unpaid residue or unclaimed or abandoned Class Member fund created by this
21 Settlement and California Code of Civil Procedure Section 384 shall not apply. The Parties hereby
22 expressly agree to this specific distribution for any and all unclaimed funds.

23 **K. Final Report by Settlement Administrator to Court.** Within ten (10)
24 calendar days after final disbursement of all funds from the Gross Settlement Amount, the
25 Settlement Administrator will serve on counsel for the Parties and file with the Court a declaration
26 providing a final report on the disbursements of all funds from the Gross Settlement Amount.

27
28 **51. Release of Claims.**

1 A. **Participating Class Members.** Upon the date the Court enters a judgment
2 order granting final approval of the Settlement and upon full funding of the Gross Settlement
3 Amount, all Class Members who do not timely submit a valid Request for Exclusion do and will
4 be deemed to have fully, finally, and forever released, settled, compromised, relinquished and
5 discharged any and all of the Released Parties of and from any and all Released Claims accruing
6 during the Class Period. Class Members who do not submit a valid Request for Exclusion will be
7 deemed to have acknowledged and agreed that their claims for wages and/or penalties in the
8 Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due
9 to them. Class Members will be deemed to have acknowledged and agreed that California Labor
10 Code section 206.5 is not applicable to the Settlement payments. That section provides in
11 pertinent part as follows: “An employer shall not require the execution of a release of a claim or
12 right on account of wages due, or to become due, or made as an advance on wages to be earned,
13 unless payment of those wages has been made.”

14 B. Upon the date the Court enters a judgment order granting final approval of
15 the Settlement and upon full funding of the Gross Settlement Amount, each Aggrieved Employee
16 hereby fully, finally, and forever releases and discharges each and every one of the Released
17 Parties from all PAGA claims, arising in whole or in part, during the PAGA Period, which in any
18 manner: (a) derive from any of the foregoing Released Class Claims; or (b) in any manner arise out
19 of any of the other facts or legal theories alleged or asserted in: (i) the Action, whether formally
20 raised in the operative complaint or (ii) Plaintiff’s PAGA letter to the LWDA on March 27, 2019
21 letter (“Released PAGA Claims”). (together the Released Class Claims and Released PAGA
22 Claims are referred to as the “Released Claims”).

23 C. **Plaintiff.** Upon the date the Court enters the Final Approval Order and
24 Judgment, in addition to the claims being released by all Participating Class Members, Plaintiff
25 will provide the following additional general release (“General Release”), which is being provided
26 as consideration for the Service Payment: Plaintiff, on his own behalf and on behalf of his heirs,
27 spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the
28 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature

Signature
A A

1 and description whatsoever, known or unknown, asserted or that might have been asserted,
2 whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising
3 out of, relating to, or in connection with any act or omission by or on the part of any of the
4 Released Parties committed or omitted prior to the execution of this Agreement, including, but not
5 limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the
6 Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
7 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the
8 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
9 California Fair Employment and Housing Act, the California Family Rights Act, the Family
10 Medical Leave Act, California's Whistleblower Protection Act, and California Business &
11 Professions Code Section 17200 *et seq.*

12 D. **Class Counsel.** As of the date the Final Approval Order and Judgment
13 becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class
14 Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys'
15 fees and expenses against Five Star arising from or related to the Action.

16 52. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel
17 agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or
18 contents, and the negotiations underlying the Settlement, in any manner or form, directly or
19 indirectly, to any person or entity, except to potential Class Members and as shall be contractually
20 required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means
21 Plaintiff and Class Counsel agree not to issue press releases; communicate with, or respond to, any
22 media or publication entities; publish information in manner or form, whether printed or electronic,
23 on any medium; or otherwise communicate, whether by print, video, recording, or any other
24 medium, with any person or entity concerning the Settlement, including the fact of the Settlement,
25 its terms or contents, and the negotiations underlying the Settlement, except as shall be
26 contractually required to effectuate the terms of the Settlement. Nothing herein will restrict Class
27 Counsel from including publicly available information regarding this settlement in future judicial
28 submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and

1 Class Counsel will undertake any and all disclosures required to be made to the LWDA in
2 conformity with PAGA. This provision also does not limit Class Counsel from complying with
3 ethical obligations or from posting court-filed documents on their website for viewing by Class
4 Members.

5 53. **Miscellaneous Terms.**

6 A. **No Admission of Liability or Class Certification for Other Purposes.**

7 (i) Five Star and the Released Parties deny that they have engaged in
8 any unlawful activity, have failed to comply with the law in any
9 respect, have any liability to anyone under the claims asserted in the
10 Action, or that but for the Settlement a class should be certified in
11 the Action. This Agreement is entered into solely for the purpose of
12 compromising highly disputed claims. Nothing in this Agreement is
13 intended to or will be construed as an admission of liability or
14 wrongdoing by Five Star or the Released Parties, or an admission by
15 Plaintiff that any of the claims were non-meritorious or any defense
16 asserted by Five Star was meritorious.

17 (ii) Whether or not the Final Approval Order and Judgment becomes
18 Final, neither the Settlement; this Agreement; any document,
19 statement, proceeding, or conduct related to the Settlement or the
20 Agreement; nor any reports or accounting of those matters, will be
21 (i) construed as, offered or admitted in evidence as, received as, or
22 deemed to be evidence for any purpose adverse to Plaintiff or Five
23 Star or any of the Released Parties, including, but not limited to,
24 evidence of a presumption, concession, indication, or admission by
25 Five Star or any of the Released Parties of any liability, fault,
26 wrongdoing, omission, concession, or damage; or (ii) disclosed,
27 referred to, or offered in evidence against Five Star or any of the
28 Released Parties in any further proceeding in the Action, ^{or any}

AA

1 other civil, criminal, arbitrate, or administrative action or
2 proceeding except for purposes of effectuating the Settlement
3 pursuant to this Agreement.

4 (iii) This section and all other provisions of this Agreement
5 notwithstanding, any and all provisions of this Agreement may be
6 admitted in evidence and otherwise used in any and all proceedings
7 for the limited purpose of enforcing any or all terms of this
8 Agreement or defending any claims released or barred by this
9 Agreement.

10 B. **Integrated Agreement.** After this Agreement is signed and delivered by all
11 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
12 between the Parties relating to the Settlement, and it will then be deemed that no oral
13 representations, warranties, covenants, or inducements have been made to any Party concerning
14 this Agreement or its exhibits other than the representations, warranties, covenants, and
15 inducements expressly stated in this Agreement and its exhibits.

16 C. **Attorney Authorization.** Class Counsel and Defendant’s Counsel warrant
17 and represent that they are authorized by Plaintiff and Five Star, respectively, to take all
18 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
19 effectuate its terms, and to execute any other documents required to effectuate the terms of this
20 Agreement including any amendments to this Agreement. The Parties and their counsel will
21 cooperate with each other and use their best efforts to effect the implementation of the Settlement.
22 In the event the Parties are unable to reach agreement on the form or content of any document
23 needed to implement the Agreement, or on any supplemental provisions that may become
24 necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the
25 mediator for resolution.

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

AA

1 cause of action, or right released and discharged in or through this Settlement.

2 E. **No Tax Advice.** Neither Class Counsel nor Defendant’s Counsel intend
3 anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall
4 anything in this Settlement be relied upon as such within the meaning of United States Treasury
5 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6 F. **Modification of Agreement.** This Agreement may be amended or modified
7 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 G. **Agreement Binding on Successors.** This Agreement will be binding upon,
9 and inure to the benefit of, any and all successors of each of the Parties.

10 H. **Applicable Law.** All terms and conditions of this Agreement and its
11 exhibits will be governed by and interpreted according to the laws of the State of California.

12 I. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15 J. **Fair Settlement.** The Parties and their respective counsel believe and
16 warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and
17 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
18 factors, current and potential.

19 K. **Use and Return of Documents and Data.** All originals, copies, and
20 summaries of documents and data provided to Class Counsel by Five Star and/or Defendant’s
21 Counsel in connection with the mediation or other settlement negotiations in this matter may be
22 used only with respect to this Settlement, and for no other purpose, and may not be used in any
23 way that violates any existing contractual agreement, statute, or rule.

24 L. **Headings.** The descriptive heading of any section or paragraph of this
25 Agreement is inserted for convenience of reference only and does not constitute a part of this
26 Agreement.

27 M. **Notice.** All notices, demands, or other communications given under this
28 Agreement will be in writing and deemed to have been duly given as of the third business day after

AA

1 mailing by United States mail, addressed as follows:

2 *To Plaintiff and the Class:*

3 Joseph Lavi,
4 Vincent C. Granberry
5 Anwar D. Burton
6 Lavi & Ebrahimian, LLP
7 8889 W. Olympic Blvd., Suite 200
8 Beverly Hills, CA 90211
9 Tel.: (310) 432-0000
10 Fax: (310) 432-0001
11 E-Mail: jlavi@lelawfirm.com
12 vgranberry@lelawfirm.com
13 aburton@lelawfirm.com

14 *To Defendant:*

15 Robert R. Roginson
16 Ryan H. Crosner
17 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
18 400 South Hope Street, Suite 1200
19 Los Angeles, CA 90071
20 Tel.: (213) 239-9800
21 Fax: (213) 239-9045
22 E-Mail: robert.roginson@ogletree.com
23 ryan.crosner@ogletree.com

24 N. **Execution in Counterparts.** This Agreement may be executed in one or
25 more counterparts by facsimile, electronic means, or email which, for purposes of this Agreement,
26 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
27 one and the same instrument provided that counsel for the Parties will exchange between
28 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

O. **Stay of Litigation.** The Parties agree that upon the signing of this
Agreement by the Parties hereto the continuing litigation of the Action shall be stayed and the time
to bring the Action to trial shall be extended pending the outcome of the settlement process.

P. **Continuing Jurisdiction and Extension of Time.** Pursuant to California
Code of Civil Procedure (“C.C.P.”) section 664.6, the Court shall retain continuing jurisdiction
over the Action to ensure the continuing implementation and enforcement of this Agreement until
performance is completed. Pursuant to C.C.P. section 583.330, the Parties hereby agree to extend
the date to bring this Action to trial under C.C.P. section 583.310 for the entire period of this

of this
AAA

1 settlement process until the sooner of the Effective Date or the reopening of renewed discovery in
2 the Action. This latter sentence shall only be applicable in the event that the Settlement does not
3 receive final approval.

4 **EXECUTION BY PARTIES AND COUNSEL**

5 The Parties and their counsel hereby execute this Agreement.

6 Dated: December 28, 2021
7 _____, 2021

Alfredo Angulo

DocuSigned by:
Alfredo Angulo
19A6EA9D6F124C3...

9 Dated: _____, 2021
10 _____, 2021

Five Star Plastering, Inc. (erroneously also sued herein as Five Star Plastering)

11 By: _____

12 Name: _____

13 Title: _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____


DS
AA

1 settlement process until the sooner of the Effective Date or the reopening of renewed discovery in
2 the Action. This latter sentence shall only be applicable in the event that the Settlement does not
3 receive final approval.

4 **EXECUTION BY PARTIES AND COUNSEL**

5 The Parties and their counsel hereby execute this Agreement.


6 Dated: _____, 2021 Alfredo Angulo
7
8 _____

9 Dated: 12-28, 2021 Five Star Plastering, Inc. (erroneously also sued herein as Five
10 Star Plastering)
11 By: 
12 Name: Tom Blythe
13 Title: President
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 APPROVED AS TO FORM:
2
3

4 DATED: December 28, 2021

LAVI & EBRAHIMIAN, LLP

6 By: 
7 Joseph Lavi,
8 Vincent C. Granberry
9 Anwar D. Burton
10 Melissa A. Huether
11 Attorneys for Plaintiff
12 ALFREDO ANGULO

13 DATED: _____, 2021
14

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

15
16
17 By: _____
18 Robert R. Roginson
19 Ryan H. Crosner
20 Attorneys for Defendants
21 FIVE STAR PLASTERING, INC. (erroneously
22 also sued herein as FIVE STAR PLASTERING)
23
24
25
26
27
28

1 APPROVED AS TO FORM:
2
3

4 DATED: _____, 2021

LAVI & EBRAHIMIAN, LLP

5
6
7 By: _____

8 Joseph Lavi,
9 Vincent C. Granberry
10 Anwar D. Burton

11 Attorneys for Plaintiff
12 ALFREDO ANGULO

13 DATED: December 28, 2021

14 OGLETREE, DEAKINS, NASH, SMOAK &
15 STEWART, P.C.

16
17 By:  _____

18 Robert R. Roginson
19 Ryan H. Crosner

20 Attorneys for Defendants
21 FIVE STAR PLASTERING, INC. (erroneously
22 also sued herein as FIVE STAR PLASTERING)
23
24
25
26
27
28

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

*(Angulo v. Five Star Plastering, Inc. et al., Superior Court of the State of California,
County of Los Angeles, Case No. 19STCV10957)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below.</p> <p>Your estimated Individual PAGA Payment is: \$<<__>>. See the explanation in Section 5 below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.</p>
Exclude Yourself	<p>To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement.</p> <p>Instructions are set forth in Section 7 below. The deadline to exclude yourself is [Response Deadline].</p>
Object	<p>Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Final Approval Hearing is scheduled to be heard on [DATE] at [TIME] in Department 7 of the Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012.</p> <p>Directions are provided in Section 8 below. The deadline to object is [Response Deadline].</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) has been reached between Plaintiff Alfredo Angulo (“Plaintiff”) and Defendant Five Star Plastering, Inc. (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Settlement Class, which is defined as:

all persons who worked for Defendant as non-exempt employees in the State of California at any time during the period of time from March 29, 2015 through April 19, 2021.

The Class Period is the period of time from March 29, 2015 through April 19, 2021.

You may also be an “Aggrieved Employee” if you worked for Defendant as a non-exempt employee in the State of California at any time during the period from March 29, 2018 to April 19, 2021 (“PAGA Period”). If you are an Aggrieved Employee you will receive a portion of the PAGA Payment.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 29, 2019, Plaintiff Alfredo Angulo filed suit in the Superior Court of the State of California, County of Los Angeles, against Defendant Five Star Plastering, Inc. (*Case No. 19STCV10957*) on behalf of a class of all non-exempt California hourly employees, which was amended on June 19, 2019, for multiple wage and hour claims for failure to pay wages for all times worked at the minimum and overtime wages, failure to include all remuneration in calculating overtime rate of pay, failure to authorize or permit meal periods, failure to authorize or permit rest periods, failure to provide complete and accurate wage statements, failure to timely pay all earned wages due at the time of separation of employment, and claims under the UCL and PAGA.

Thereafter, the parties attended a full-day private mediation on February 19, 2021 with well-respected class action mediator Todd Smith, Esq. and reached the settlement described herein.

Defendant denies and disputes all of the claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with all wages (including minimum and overtime wages) and meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class and/or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and for Joseph Lavi, Vincent C. Granberry, and Anwar Burton of Lavi & Ebrahimiyan, LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay Four Hundred Fifty Thousand Dollars (\$450,000) (the “Gross Settlement Amount”) with no reversion to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Attorneys’ Fees and Costs to Class Counsel, and Service Payment, and payments made with respect to settlement of PAGA claims. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) days following the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Effective Date” means the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Individual Settlement Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Settlement Shares are paid

to Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed \$10,000, for expenses, including without limitation, expenses of notifying the Class Members of the Settlement, and distributing Individual Settlement Payments and tax forms.
- Attorneys’ Fees and Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys’ fees not to exceed thirty-three and one-third (33 and 1/3%) of the Gross Settlement Amount, which is presently \$150,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$10,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Service Payment. Service Payment in an amount not to exceed Eight Thousand Nine Hundred Dollars (\$8,9000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A PAGA Payment of \$30,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$22,500) to the LWDA as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$7,500) will be distributed to the Aggrieved Employees (“Aggrieved Employees’ Portion”) based on the number of pay periods each worked during the PAGA period.

Calculation of Payments to Class Members. After all of the payments of the court-approved Service Payment, the Attorneys’ Fees and Costs, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (by dividing the Net Settlement Amount by the number of Workweeks of all Participating Class Members to yield a “Weekly Settlement Value”; and then multiplying the Weekly Settlement Value by each individual Participating Class Member’s number of Workweeks. Settlement Shares will be reduced for the employee’s share of taxes and withholdings, and the net payment to each Participating Class Member is the “Individual Settlement Payment.”

Calculations of Payments to Aggrieved Employees. The Aggrieved Employees’ Portion will be paid to the Aggrieved Employees based on their pay periods during the PAGA Period. The Individual PAGA Payment for each Aggrieved Employee will be calculated as follows: (by dividing the Aggrieved Employees’ Portion by the number of pay periods worked by all Aggrieved Employees; and then multiplying the result by each individual Aggrieved Employees’ number of pay periods.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment and Individual PAGA Payment (if applicable) to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The Settlement Shares will be allocated as follows: ten percent (10%) allocated to wages (“Wage Portion”); forty-five (45%) allocated to penalties, and forty-five (45%) allocated to interest (the latter two, “Non-Wage Portion”), such that the wages portion shall be characterized as W-2 income and

the Non-Wage Portion allocated to penalties and interest shall be characterized as 1099 income. Individual PAGA Payments issued to Aggrieved Employees will be allocated as One Hundred Percent (100%) non-wage penalties and will be reported on an IRS Form 1099. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the date the Court enters a judgment order granting final approval of the Settlement and upon full funding of the Gross Settlement Amount, all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Claims accruing during the Class Period. Class Members who exclude themselves from the Settlement but are Aggrieved Employees will still receive their Individual PAGA Payment and will release the Released Claims pertaining to PAGA.

“Released Claims” means all claims and causes of action that were asserted or reasonably could have been asserted against the Released Parties in the Operative Complaint, as well as any claims that could have been asserted in the Action based on the facts, legal theories, or causes of action alleged in the Operative Complaint and any actual or proposed amendment thereto, including but not limited to: (a) failure to pay minimum wages for all hours worked; (b) failure to pay overtime wages for all time worked at overtime rate; (c) failure to include all remuneration when calculating the overtime rate of pay; (d) failure to provide compliant meal breaks and to provide premium pay in lieu thereof; (e) failure to provide compliant rest breaks and to provide premium pay in lieu thereof; (f) failure to provide complete, accurate, or properly formatted wage statements; (g) waiting time penalties; (h) unfair business practices claims; (i) PAGA as to said claims and facts alleged in the Operative Complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (k) all damages, penalties, interest and other amounts recoverable under said causes of action or legal theories of relief under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Business and Professions Code section 17200, *et seq.*

“Released Parties” means Five Star and all of Five Star's current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, and/or staffing agencies, customers, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, direct and/or indirect officers, partners, principals, members, managers, consultants, directors, stockholders, owners, including but not limited to Tom Blythe, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed herein, and their successors.

Released PAGA Claims: Upon the date the Court enters a judgment order granting final approval of the Settlement and upon full funding of the Gross Settlement Amount, each Aggrieved Employee hereby fully, finally, and forever releases and discharges each and every one of the Released Parties from all PAGA claims, arising in whole or in part, during the PAGA Period, which in any manner: (a) derive from any of the foregoing Released Class Claims; or (b) in any manner arise out of any of the other facts or legal theories alleged or asserted in: (i) the Action, whether formally raised in the operative complaint or (ii) Plaintiff's PAGA letter to the LWDA on March 27, 2019 letter (“Released PAGA Claims”).

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant and any other of the Released Parties about the Released Class Claims or Released PAGA Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you worked << >> weeks for Defendant as a non-exempt employee in California during the Class Period.

Based on this information, your estimated Settlement Share is << >>.

Defendant's records reflect that you worked << >> pay periods for Defendant as a non-exempt employee in California during the PAGA Period.

Based on this information, your estimated Individual PAGA Payment is << >>.

If you wish to challenge the information set forth above, then you must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is signed by you, (c) contains the full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct, and (f) is returned by mail to the Settlement Administrator at the address provided in this Notice, postmarked on or before [Response Deadline].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement, which means you will retain the right to sue Defendant for Released Claims. If you are an Aggrieved Employee you will still receive an Individual PAGA Payment and release the Released PAGA Claims.**

To opt out, you must mail or fax to the Settlement Administrator, a written request to opt-out postmarked or fax-stamped no later than [Response Deadline]. The request to opt-out must be received by the Settlement Administrator and must state in substance: (a) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (b) must be signed by the Class Member; (c) must contain the case name and number of the Action; and (d) contain a typewritten or handwritten notice stating that you wish to object.

The address for the Settlement Administrator is [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out (i.e., Participating Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the enhancement award, either in writing or in person. Objections that are in writing should state: (a) the case name and number of the Action; (b) the objector's full name, signature, address, and telephone number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based. A Class Member may also appear at the Final Approval hearing, either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be mailed to the Settlement Administrator at [REDACTED], no later than [Response Deadline].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object, and you will still be mailed a check for your Individual Settlement Share.

You may appear at the Final Approval Hearing in person and present your objection. Please note the following if you decide to come to Court for the final approval hearing:

- All persons entering any courthouse - regardless of vaccination status - shall wear a face mask over both the nose and mouth while in public areas of the courthouse, including courtrooms. Children under the age of two (2) are exempt from the order. Court employees must wear masks that meet the Cal/OSHA requirements. Individuals with a physical or mental health impairment or disability who seek an exemption from the face mask requirement must contact the ADA liaison at the courthouse prior to their appearance to request a reasonable accommodation pursuant to the Americans with Disabilities Act or Rule 1.100 of the California Rules of Court. A list of ADA liaisons is available at www.lacourt.org/ada/adahome.aspx. Individuals who decline or refuse to wear a face mask without a court order exempting them from the mask requirement will be denied entry to the courthouse and/or courtroom. d. Individuals who remove their face masks after entering the courthouse or courtroom will be reminded to wear them. If they refuse, they may be denied services, may have their legal matters rescheduled, and/or will be asked to leave the courthouse or courtroom immediately. Persons who refuse to leave voluntarily will be escorted out of the courthouse and/or courtroom by Los Angeles County Sheriff's Department personnel. Including courtrooms
- The Court encourages persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers to schedule an appointment. The telephone numbers to schedule appointments for each courthouse are listed at courthouse entrances and are posted on the Court's website, www.lacourt.org.
- All persons are encouraged to use hand sanitizer when entering the courthouse, practice good handwashing hygiene, and cover their nose and mouth when coughing or sneezing, preferably with a tissue.

The addresses for Parties' counsel are as follows:

Class Counsel:

Joseph Lavi, Esq. (State Bar No. 209776)
Vincent Granberry, Esq. (State Bar No. 276483)
Anwar D. Burton, Esq. (State Bar No. 253504)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Counsel for Defendant:

Robert R. Roginson, SBN 185286
Ryan H. Crosner, SBN 278418
**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 7 before Judge Amy D. Hogue. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the LACourtConnect procedure at <https://www.lacourt.org/lacc/>. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 19STCV10957.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [REDACTED].

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, or other Settlement documents by going to the Settlement Administrator's website at [REDACTED]. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles and entering the Case No. 19STCV10957. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member

where the funds can be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

48244359.1