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

CHELSEA MEDLOCK, an individual;
ANTHONY TORRES, an individual, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

MANLIN I LLC, a California Limited Liability
Corporation; DT FUND II GROUP, LLC, a
California Limited Liability Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 18STCV05391

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs Chelsea Medlock and Anthony Torres
4 (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others allegedly similarly
5 situated, and Defendants Manlin I, LLC, DT Fund II Group, LLC, BH Fund II Group, LLC, LAX
6 Group II, LLC, SD Retail Group II, LLC, SA Fund Group RT, LLC, Venice Retail Group, LLC, Venice
7 Caregiver Foundation, Inc, MME Sorrento Valley LLC, MME Seaside LLC, and MME VMS, LLC
8 (“Defendants”).

9 **DEFINITIONS**

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

12 1. “Action” means the action entitled: *Chelsea Medlock and Anthony Torres v. Manlin I,*
13 *LLC, et al.*, Case No. 18STCV05391 pending in the Superior Court of the State of California for the
14 County of Los Angeles.

15 2. “Attorneys’ Fees and Costs” means all attorneys’ fees sought by Class Counsel and
16 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred
17 and to be incurred by Class Counsel in the Action, including but not limited to, costs and expenses
18 associated with litigating the Action, documenting the Settlement, providing notices as part of the
19 Settlement, complying with Court orders regarding the Settlement, securing the Court’s preliminary and
20 final approval of the Settlement, administering the Settlement, obtaining entry of a judgment terminating
21 the Action, responding to objections or appeals arising out of the Settlement or the Action, and retaining
22 or utilizing experts or third party consultants in the Action.

23 3. “Class Counsel” means Srourian Law Firm, P.C.

24 4. “Class List” means a complete list of all Class Members that Defendants will diligently
25 and in good faith compile from their records in Microsoft Office Excel format and which includes each
26 Class Member’s full name, most recent mailing address on file with Defendants, Social Security number,
27 dates of employment, number of Workweeks worked by the Class Member during the Class Period, and
28 any other relevant information needed to calculate the Individual Settlement Payments.

1 5. “Class Member(s)” or “Settlement Class” means and includes all persons who are or
2 were employed by Defendants as non-exempt employees in California at any time from November 16,
3 2014 through the date the Court issues an Order for Preliminary Approval of the Class Settlement.

4 6. “Class Period” means the period from November 16, 2014 to the Preliminary Approval
5 Date.

6 7. “Class Representative Enhancement Payment” means the amount awarded to each Class
7 Representative by the Court in recognition of his or her effort and work in prosecuting the Action on
8 behalf of all Class Members and paid by Defendants in exchange for each Class Representative’s general
9 release of claims.

10 8. “Court” means the Superior Court of California for the County of Los Angeles.

11 9. “Defense Counsel” means Baker & McKenzie, LLP.

12 10. “Effective Date” means the date by which all of the following have occurred: the Court
13 has granted final approval to the Settlement on the terms set forth in this Settlement Agreement, the
14 Court’s final approval order and final judgment are binding, the Settlement has been fully funded, and
15 Class Counsel has provided Defense Counsel and/or the Settlement Administrator an IRS Form W-9
16 fully executed by Class Counsel and an IRS Form W-9 fully executed by each Class Representative. For
17 purposes of this Settlement, the final approval order and final judgment become binding upon the latter
18 of: (i) in the event of a timely appeal filed by a Class Member who has moved to intervene in the Action
19 and/or moved to set aside the judgment, the date of final affirmance of the judgment on appeal; (ii) in the
20 event of a timely appeal filed by a Class Member who has moved to intervene in the Action and/or
21 moved to set aside the judgment, the date of final dismissal of the appeal or other proceeding on
22 certiorari to review the judgment, with the judgment remaining in force; (iii) in the event a timely Notice
23 of Objection is served and filed or submitted by a Class Member, or an objection at the final approval /
24 fairness hearing is made, five days after the expiration date of the time for the filing or noticing of any
25 appeal from the judgment if no such appeal is filed or noticed; or (iv) if no Class Member has moved to
26 intervene, moved to set aside the judgment, submitted a timely Notice of Objection, or made an
27 objection at the final approval / fairness hearing, the date of entry of the judgment. For purposes of
28 clarity, the Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement or

1 pay the Maximum Gross Settlement Amount, until and unless there is no possibility of an appeal or
2 further proceeding that could potentially prevent this Settlement from becoming effective, final and
3 binding.

4 11. "Employer's Payroll Taxes" means the employer's share of California Unemployment
5 Insurance tax, California Employment Training Tax, the federal Old Age, Survivors, and Disability
6 Insurance tax, the federal Medicare hospital insurance tax, and the Federal Unemployment Tax Act tax
7 owed by Defendants on the wage portion of each Individual Settlement Payment.

8 12. "Individual Settlement Payment" means each Participating Class Member's respective
9 share of the Net Settlement Amount.

10 13. "Labor and Workforce Development Agency Payment" means the amount paid out of
11 the Maximum Gross Settlement Amount to the Labor and Workforce Development Agency ("LWDA")
12 in satisfaction of the Class Members' claims under the Labor Code Private Attorneys General Act of
13 2004, California Labor Code sections 2698, *et seq.* ("PAGA").

14 14. "Maximum Gross Settlement Amount" means the amount of Nine Hundred Seventy-
15 Five Thousand Dollars (\$975,000.00), to be paid by Defendants in full and final satisfaction of all
16 Released Claims of all Participating Class Members, inclusive of any and all Individual Settlement
17 Payments, Attorneys' Fees and Costs, Class Representative Enhancement Payments, Labor and
18 Workforce Development Agency Payment, Settlement Administration Costs, and other payments, fees,
19 disbursements, costs, taxes, or expenses of any kind, except that Defendants shall also pay the
20 Employer's Payroll Taxes. For clarity, the Maximum Gross Settlement Amount shall include the
21 employees' share of payroll taxes, but not the Employer's Payroll Taxes.

22 15. "Net Settlement Amount" means the balance of the Maximum Gross Settlement
23 Amount remaining for distribution to Participating Class Members after the Attorneys' Fees and Costs,
24 Class Representative Enhancement Payments, Labor and Workforce Development Agency Payment,
25 and Settlement Administration Costs, each as approved and awarded by the Court, are deducted from the
26 Maximum Gross Settlement Amount.

27 16. "Notice of Objection" means a Class Member's written objection to the Settlement that
28 includes: (i) the objector's full name, signature, address, and telephone number, (ii) a written statement

1 of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any
2 papers, briefs, or other documents upon which the objection is based; and (iv) a statement of whether the
3 objector intends to appear at the final approval / fairness hearing scheduled by the Court. Class Members
4 may also appear at the Settlement Fairness Hearing and orally object without first providing a written
5 objection.

6 17. "Notice Packet" means the Notice of Class Action Settlement and accompanying
7 Request for Exclusion Form, substantially in the form attached as Exhibit A to this Settlement
8 Agreement and approved by the Court. The Notice Packet will be sent via regular mail, in both English
9 and Spanish, to all Class Members.

10 18. "Participating Class Members" means all Class Members except those who submit
11 timely and valid Requests for Exclusion.

12 19. "Parties" means Plaintiffs and Defendants collectively.

13 20. "Preliminary Approval" means the Court order granting preliminary approval to the
14 Settlement.

15 21. "Preliminary Approval Date" means the date on which the Court grants Preliminary
16 Approval.

17 22. "Released Claims" means any and all claims under the California wage orders
18 (including but not limited to Wage Orders 4 and 10 of the Industrial Welfare Commission (8 Cal. Code
19 Regs. sections 11010, *et seq.*)), California Labor Code, California Business & Professions Code
20 (including but not limited to Business & Professions Code section 17200), California Code of Civil
21 Procedure and Labor Code, Private Attorneys General Act of 2004, as well as any and all debts, rights,
22 demands, liabilities, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages,
23 liquidated damages, actions, or causes of action, of whatever kind or nature, whether known or
24 unknown, contingent or accrued, from the beginning of time through the Preliminary Approval Date,
25 that arise out of or relate to the allegations asserted in the Action, which are asserted in the Action, or
26 which could have been asserted in the Action based on the facts and claims asserted in the pleadings,
27 including, without limitation, all claims for alleged: (i) unpaid straight time, overtime, double time, or
28 "off the clock" work (Labor Code sections 510, 558, 1182.12, 1194, 1197, 1197.1, 1198); (ii) meal

1 period and rest break violations (Labor Code sections 226.7, 512(a), 1198); (iii) unpaid minimum wages
2 and liquidated damages (Labor Code sections 510, 1182.12, 1194, 1197, 1197.1, 1198); (iv) failure to
3 timely pay wages upon termination (Labor Code sections 201, 202, 203); (v) failure to timely pay wages
4 during employment (Labor Code section 204); (vi) wage statement violations (Labor Code sections
5 226(a), 226(e), 226(h)); (vii) failure to reimburse for necessary business expenses (Labor Code section
6 2802); (viii) failure to keep or provide accurate payroll or time records (Labor Code sections 1174(d),
7 1198); (ix) Wage Theft Prevention Act notice violations; (x) suitable seating violations under all
8 applicable IWC wage orders; and (xi) all claims asserted through California Business & Professions
9 Code §§ 17200, *et seq.*, and California Labor Code §§ 2698, *et seq.* based on the preceding claims
10 (“Released Claims”).

11 23. “Released Parties” means Defendants, and each of their current or past predecessors,
12 successors, assigns, heirs, affiliates, subsidiaries, parent companies, other related entities, employees,
13 insurers, reinsurers, underwriters, agents, consultants, accountants, auditors, attorneys, representatives,
14 and each of their past, present and future principals, shareholders, owners, members, officers, directors,
15 partners, agents, managers, and employees.

16 24. “Request for Exclusion” means a valid and timely letter submitted by a Class Member to
17 the Settlement Administrator to request that the Class Member be excluded from the Settlement. The
18 Request for Exclusion must: (i) state the name, address, telephone number, and the last four digits of the
19 Social Security number of the Class Member; (ii) be signed by the Class Member; (iii) be returned to the
20 Settlement Administrator by facsimile or first class mail; (iv) clearly state that the Class Member does
21 not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response
22 Deadline. The Request for Exclusion Form will be sent to all Class Members via regular mail, in both
23 English and Spanish, along with the Notice of Class Action Settlement (substantially in the form
24 attached hereto as Exhibit A).

25 25. “Response Deadline” means the last day by which Class Members may submit Requests
26 for Exclusion. To be considered timely and valid, a Request for Exclusion must be faxed or postmarked,
27 on or before the Response Deadline. The Response Deadline will be forty-five (45) calendar days from
28 the date the Settlement Administrator completes the initial mailing of the Notice Packet, unless the forty-

1 fifth (45th) calendar day falls on a Sunday or U.S. Postal Service holiday, in which case the Response
2 Deadline will be extended to the next day on which the U.S. Postal Service is open.

3 26. "Settlement Administration Costs" means the amount approved by the Court as payable
4 to the Settlement Administrator for the costs of administering this Settlement, including, but not limited
5 to, opening, maintaining, and closing the Qualified Settlement Fund, translating the Notice packet to
6 Spanish, printing, distributing, and tracking the Notice Packet, calculating and distributing all settlement
7 payments, tax notices and related forms, and other documents for this Settlement, handling and
8 redistributing uncashed settlement checks, tax filings and reporting, receiving and processing Requests
9 for Exclusion and Notices of Objection, distributing the Maximum Gross Settlement Amount, and
10 providing necessary reports and declarations, as requested by the Parties or the Court.

11 27. "Settlement Administrator" means Phoenix Administration. The Parties each represent
12 that they do not have any financial interest in, or otherwise have a relationship that could create a conflict
13 of interest with, the Settlement Administrator.

14 28. "Workweek" means the number of weeks worked by each Class Member during the
15 Class Period. All Class Members will be credited with at least one Workweek.

16 **TERMS OF AGREEMENT**

17 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
18 follows:

19 29. Exhaustion of PAGA Procedures. Prior to filing the motion for Preliminary Approval,
20 Plaintiffs must amend their PAGA letter to the California Labor and Workforce Development Agency
21 ("LWDA") to include each and every Defendant, and take any other steps necessary to exhaust their
22 administrative remedies for their PAGA claims against the Defendants. This includes but is not limited
23 to amending the PAGA letter to add suitable seating claims and any other claims under PAGA that can
24 be included. Proper exhaustion is a condition precedent to settlement.

25 30. Amended Complaint. Prior to filing the motion for Preliminary Approval, Plaintiffs
26 must amend their Complaint to name all Defendants and assert against all Defendants all claims under
27 PAGA that may be asserted based on Plaintiffs' allegations, including but not limited to claims based on
28 the following alleged violations:

- 1 • Failure to pay overtime (Labor Code §§ 510, 1194, and all applicable IWC Wage
2 Orders).
- 3 • Failure to pay minimum wage (Labor Code §§ 1194, 1197, 1197.1, and all
4 applicable IWC Wage Orders).
- 5 • Failure to provide adequate meal periods (Labor Code §§ 226.7, 512, 558, and all
6 applicable IWC Wage Orders).
- 7 • Failure to provide adequate rest periods (Labor Code §§ 226.7, 512, and all
8 applicable IWC Wage Orders).
- 9 • Wage statement violations (Labor Code § 226(a)).
- 10 • Failure to keep accurate payroll records of daily hours worked (Labor Code
11 § 1174).
- 12 • Violations of Labor Code §§ 1199 and 2699.5.
- 13 • Failure to provide wages upon termination/waiting time penalties (Labor Code
14 §§ 201, 202, and 203).
- 15 • Suitable seating violations under all applicable IWC Wage Orders and the
16 California Labor Code.

17 Proper exhaustion and the Court’s approval of Plaintiffs’ proposed amended complaint are
18 conditions precedent to settlement.

19 31. Funding the Settlement. Defendants will deposit the Maximum Gross Settlement
20 Amount into a Qualified Settlement Fund established by the Settlement Administrator for the Settlement
21 within five (5) calendar days of the Effective Date. Defendants may elect to deposit the Employer’s
22 Payroll Taxes into the Qualified Settlement Fund for distribution to the relevant tax authorities. After the
23 Effective Date, the deposited Maximum Gross Settlement Amount will be used to pay the amounts
24 awarded by the Court for the: (i) Individual Settlement Payments; (ii) Labor and Workforce
25 Development Agency Payment; (iii) Class Representative Enhancement Payments; (iv) Attorneys' Fees
26 and Costs; (v) Settlement Administration Costs; and (vi) employees' share of taxes on the Individual
27 Settlement Payments. For purposes of clarity, Defendants will not be obligated to fund this Settlement or
28 pay the Maximum Gross Settlement Amount prior to the Effective Date.

32. No Further Contribution. The Maximum Gross Settlement Amount is an “all in”

1 maximum amount that shall cover any and all payments and disbursements associated with the
2 Settlement, and Defendants may not be called upon or required to contribute additional monies above the
3 Maximum Gross Settlement Amount and the Employer's Payroll Taxes under any circumstances
4 whatsoever. This is a non-reversionary settlement, and if the Settlement becomes final and binding,
5 there will be no reversion of the Maximum Gross Settlement Amount to Defendants. Except as
6 provided in this Settlement Agreement, each Party and Class Member shall bear its, his or her own
7 attorneys' fees and costs.

8 33. Return of Funded Amounts if Settlement Does Not Take Effect. In the event that the
9 Settlement Agreement is canceled, rescinded, terminated, voided, or nullified, in whole or in part,
10 however that may occur, or the Settlement is barred by operation of law, is invalidated, is not approved
11 or otherwise is ordered not to be carried out by a court of competent jurisdiction, Defendants shall cease
12 to have any obligation to pay any portion of the Maximum Gross Settlement Amount to anyone under
13 the terms of this Settlement Agreement, and all previous disbursements from the Maximum Gross
14 Settlement Amount shall immediately be repaid to Defendants by the person or entity who received such
15 disbursement.

16 34. Attorneys' Fees and Costs. Before the final approval and fairness hearing, and with
17 required statutory notice, Class Counsel will move the Court for approval of an award of attorneys' fees
18 in an amount not to exceed one-third (1/3) of the Maximum Gross Settlement Amount, or Three
19 Hundred Twenty Five Thousand Dollars (\$325,000.00), and an award of litigation costs and expenses
20 actually incurred by Class Counsel not to exceed Fifteen Thousand Dollars (\$15,000). Defendants will
21 not oppose Class Counsel's motion for Attorneys' Fees and Costs on the terms set forth in this
22 Settlement Agreement. The Attorneys' Fees and Costs awarded by the Court will be paid out of the
23 Maximum Gross Settlement Amount. The Settlement Administrator will pay the Attorneys' Fees and
24 Costs without any tax withholdings or deductions, and will report the Attorneys' Fees and Costs on IRS
25 Forms 1099, which it will provide to Class Counsel and the pertinent taxing authorities as required by
26 law. Class Counsel agrees to assume the responsibility of remitting to the Internal Revenue Service, the
27 California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if
28 any, to be withheld from the Attorneys' Fees and Costs, and Class Counsel assumes all responsibility

1 and liability for reporting and paying any taxes due on the Attorneys' Fees and Costs it receives. Class
2 Counsel shall hold Defendants, the Released Parties, and Defense Counsel harmless and indemnify each
3 of them for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by reason of any
4 claims against any of them arising from or relating to the non-withholding of taxes from the Attorneys'
5 Fees and Costs. If the Court awards less than the amount of Attorneys' Fees and Costs requested by
6 Class Counsel, the difference between the amount awarded and requested shall be included in the Net
7 Settlement Amount for distribution to Participating Class Members.

8 35. Class Representative Enhancement Payments. Plaintiffs will seek Court approval for a
9 Class Representative Enhancement Payment for each Class Representative in the amount of Five
10 Thousand Dollars (\$5,000). Defendants will not oppose the request for approval of Class Representative
11 Enhancement Payments on the terms set forth in this Settlement Agreement. The Class Representative
12 Enhancement Payments awarded by the Court will be paid out of the Maximum Gross Settlement
13 Amount. In addition to any Class Representative Enhancement Payment awarded, each Class
14 Representative will be eligible to receive an Individual Settlement Payment on the terms set forth in this
15 Settlement Agreement. Because the Class Representative Enhancement Payments are intended to
16 compensate the Class Representatives for their service to Class Members, and are not intended by the
17 Parties to be wages, the Settlement Administrator will make each Class Representative Enhancement
18 Payment without any tax withholdings or deductions, and will report the Class Representative
19 Enhancement Payment on an IRS Form 1099, which it will provide to the Class Representative and the
20 pertinent taxing authorities as required by law. Each Class Representative agrees to assume the
21 responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any
22 other relevant taxing authority the amounts required by law, if any, to be withheld from the Class
23 Representative Enhancement Payments, and each Class Representative assumes all responsibility and
24 liability for reporting and paying any taxes due on the Class Representative Enhancement Payment
25 received by him or her. Each Class Representative shall hold Defendants, the Released Parties, Defense
26 Counsel, and Class Counsel harmless and indemnify each of them for all taxes, interest, penalties, and
27 costs, including attorneys' fees, incurred by reason of any claims against any of them arising from or
28 relating to the non-withholding of taxes from the Class Representative Enhancement Payments. If the

1 Court awards any Class Representative a Class Representative Enhancement Payment of less than Five
2 Thousand Dollars (\$5,000), the difference between the amount awarded and requested shall be included
3 in the Net Settlement Amount for distribution to all Participating Class Members.

4 36. Settlement Administration Costs. In conjunction with the motion for final approval,
5 Plaintiffs will seek an order from the Court authorizing the payment of the Settlement Administration
6 Costs. The Settlement Administration Costs will be paid from the Maximum Gross Settlement Amount,
7 including, if necessary, any such costs in excess of the amount represented by the Settlement
8 Administrator as being the maximum costs necessary to administer the Settlement. The Settlement
9 Administration Costs shall not exceed Fifteen Thousand Dollars (\$15,000). Funds initially allocated to
10 Settlement Administration Costs but not paid to the Settlement Administrator upon final approval of the
11 Settlement shall remain part of the Net Settlement Amount available for distribution to Participating
12 Class Members.

13 37. PAGA Allocation and Labor and Workforce Development Agency Payments. The
14 Parties agree that, subject to the Court's approval, Seventy-Five Thousand Dollars (\$75,000) of the
15 Maximum Gross Settlement Amount shall be allocated to the resolution and satisfaction of the Class
16 Members' PAGA claims, with seventy-five percent (75%) of that amount being paid to the LWDA in
17 compliance with PAGA as the Labor and Workforce Development Agency Payment and the remaining
18 twenty-five percent (25%) distributed to Participating Class Members as part of the Net Settlement
19 Amount and included in the non-wage portion of the distributions to Participating Class Members.

20 38. Net Settlement Amount. The Net Settlement Amount, less applicable taxes and
21 withholdings, will be distributed to Participating Class Members and the designated charities as provided
22 in this Agreement. No portion of the Net Settlement Amount will revert to Defendants once the
23 Settlement becomes effective.

24 39. Individual Settlement Payment Calculations. Each Participating Class Member's
25 Individual Settlement Payment will be determined and paid from the Net Settlement Amount using the
26 following formula:

27 39(a) Defendants will determine the total Workweeks for each Participating Class
28 Member individually and all Participating Class Members collectively during the Class Period.

1 39(b) The Net Settlement Amount will be divided by the total Workweeks for all
2 Participating Class Members to determine the “Workweek Value.” Each Participating Class Member’s
3 gross Individual Settlement Payment will then be calculated by multiplying that Participating Class
4 Member’s total Workweeks by the Workweek Value.

5 39(c) The gross amount of each Individual Settlement Payment will be reduced by
6 required withholding and deductions for employee taxes on the wage portion of the Individual
7 Settlement Payment on the terms set forth in this Agreement. In no event shall the total Individual
8 Settlement Payments to Class Members exceed the Net Settlement Amount. If shift data is not available
9 for any Class Member, that Class Member’s total Workweeks shall be calculated using some other
10 reasonable basis, such as the first and last dates of employment with Defendants but excluding any leave
11 or non-work periods exceeding three (3) consecutive days.

12 39(d) The entire Net Settlement Amount will be disbursed to all Participating Class
13 Members.

14 40. Workweek Calculation. The parties jointly estimate that there are 912 class members
15 and 29,761 workweeks through August 12, 2019, which are the numbers upon which the Gross
16 Settlement amount is based. If, after additional investigation, the number of workweeks calculated as of
17 August 12, 2019 exceeds 29,761 by thirty-five (35) percent or more on the date the parties must
18 contractually file the motion for preliminary approval of settlement, then (1) Plaintiffs may terminate the
19 settlement; or (2) the Parties may work in good faith to re-negotiate settlement terms.

20 41. No Credit Toward Benefit Plans. The Individual Settlement Payments and any other
21 payments made pursuant to this Settlement will not be credited towards or used to calculate any
22 additional benefits owed under any benefit plan applicable to Class Members, including, but not limited
23 to, profit-sharing plans, bonus plans, commission plans, collective bargaining agreements, multi-
24 employer plans, pension plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
25 plans, or any other benefit plans (“Benefit Plans”). The Parties do not intend for this Settlement to
26 increase or decrease any rights, contributions, or amounts to which Class Members may be entitled to
27 under any Benefit Plans independently of this Settlement. It is expressly understood and agreed that the
28 receipt of Individual Settlement Payments will not entitle any Participating Class Member or Plaintiff to

1 additional compensation or benefits under any Benefit Plan in place during the period covered by the
2 Settlement, nor will it entitle any Participating Class Member or Plaintiff to any increased retirement,
3 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that
4 the Individual Settlement Payments provided for in this Agreement are the sole payments to be made to
5 the Participating Class Members (other than the Class Representative Enhancement Payments made to
6 the Class Representatives), and that Participating Class Members, including the Class Representatives,
7 are not entitled to any new or additional compensation or benefits as a result of having received the
8 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
9 compensation plan document that might have been in effect during the period covered by this
10 Settlement).

11 42. Administration Process. The Parties will cooperate in the administration of the
12 Settlement and will make reasonable efforts to minimize the Settlement Administration Costs.

13 43. Delivery of the Class List. Within ten (10) calendar days of the Preliminary Approval
14 Date, Defendants will provide the Class List to the Settlement Administrator. The Settlement
15 Administrator shall use this data solely for the purposes of effectuating this Settlement.

16 44. Notice of Settlement to the Settlement Class. Within ten (10) calendar days from receipt
17 of the Class List, the Settlement Administrator will mail the Notice Packet approved by the Court, in
18 both English and Spanish, to all Class Members via first class mail. Before mailing the Notice Packet,
19 the Settlement Administrator will perform a single check of the National Change of Address Database to
20 obtain updated or corrected address information for each Class Member. The Notice Packet will provide
21 Class Members with information regarding: (i) the nature of the Action; (ii) the Settlement's principal
22 terms, including the estimated Attorneys' Fees and Costs, the Class Representative Enhancement
23 Payments, the Settlement Administration Costs, the PAGA Allocation, and the Labor and Workforce
24 Development Agency Payment; (iii) the Settlement Class; (iv) the formula for calculating Individual
25 Settlement Payments; (v) the Class Period; (vi) instructions on how to submit Requests for Exclusion;
26 (vii) instructions on how to object to the Settlement, either by submitting a Notice of Objection or
27 objecting at the final approval / fairness hearing; (viii) the Response Deadline; (ix) the date, time and
28 place of the final approval hearing; and (x) a plain language summary of the Released Claims and

1 Released Parties. The envelope containing the Notice Packet shall bear the following phrase, in bold
2 type, 1/4 inch below the return address or 1/4 inch above the addressee's address: RETURN SERVICE
3 REQUESTED.

4 45. Non-Deliverable Notice Packets or Individual Settlement Payments. If Notice Packets
5 are returned to the Settlement Administrator as non-deliverable on or before the Response Deadline, the
6 Settlement Administrator will promptly resend the Notice Packet, via regular first-class mail, to the
7 forwarding address for the Class Member, if any, on the return envelope, and the Settlement
8 Administrator will indicate the date of re-mailing on the Notice Packet. The Settlement Administrator
9 will re-mail returned Notice Packets only once per Class Member regardless of the number of
10 forwarding addresses received, unless counsel for all Parties agree further mailings are necessary. If no
11 forwarding address is provided on non-deliverable Notice Packets, the Settlement Administrator will
12 promptly make one attempt to find a valid address for the Class Member using a skip trace or similar
13 search, and if an address is found, will then perform a single re-mailing to the new address. The
14 Settlement Administrator will follow the same process for any Individual Settlement Payments returned
15 as non-deliverable, but in no event will the Settlement Administrator perform more than one skip trace
16 per Class Member.

17 46. Disputed Notice Packet Information. If Class Members dispute any of the information
18 provided in their Notice Packets, the Settlement Administrator will resolve the disputes in its discretion.
19 Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the
20 evidence submitted by the Class Members and counsel in order to make a final decision on the merits of
21 any dispute. All disputes shall be submitted to the Settlement Administrator on or before the Response
22 Deadline and will be decided no later than ten (10) business days after Response Deadline expires. Any
23 disputes raised or received by the Settlement Administrator after the Response Deadline shall be
24 considered untimely and denied.

25 47. Satisfaction of Notice Obligation. No later than thirty (30) calendar days prior to the
26 final approval hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel
27 with a declaration attesting to completion of the notice process, including due diligence, proof of mailing,
28 and any attempts to obtain valid mailing addresses for, and the resending of, any returned Notice

1 Packets. This declaration shall be filed with the Court by Class Counsel. Upon completion of the
2 procedures described in the preceding paragraphs, the Parties shall be deemed to have satisfied their
3 obligation to provide notice to the Class Members. Nothing else shall be required of, or done by, the
4 Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the
5 Settlement and the final approval hearing.

6 48. Requests for Exclusion. Any Class Member who does not wish to be bound by the
7 Settlement may opt out, and be excluded, from the Settlement by signing and submitting a written
8 Request for Exclusion to the Settlement Administrator by facsimile or first-class mail on or before the
9 Response Deadline. Requests for Exclusion will be considered timely only if they are postmarked, or are
10 received by the Settlement Administrator by facsimile, on or before the Response Deadline. Except as
11 provided in this Settlement Agreement, the postmark date and fax receipt date will be the exclusive
12 means to determine whether a Request for Exclusion is timely submitted. Mailed Requests for
13 Exclusion with no or illegible postmarks will be considered untimely and rejected if they are received
14 more than seven (7) days after the Response Deadline. Unless otherwise agreed by the Parties, Requests
15 for Exclusion that are not timely mailed or received shall be rejected and disregarded. If a Class Member
16 timely submits a request to be excluded from the Settlement that is deficient because it does not satisfy
17 the requirements for a valid Request for Exclusion, the Settlement Administrator will mail the Class
18 Member a notice of deficiency within three (3) business days of receiving the defective request. The
19 notice of deficiency will inform the Class Member that the request is defective, identify the defect(s), and
20 state that the defect(s) must be timely cured in writing if the Class Member wishes to be excluded from
21 the Settlement. The Settlement Administrator will also copy (via email) Class Counsel and Defense
22 Counsel with any such notices of deficiency. The Class Member will have until the later of the
23 Response Deadline or ten (10) calendar days from the date of mailing of the notice of deficiency,
24 whichever is later, to mail or fax a corrected Request for Exclusion to the Settlement Administrator. If
25 the corrected Request for Exclusion is not postmarked or received by fax within the cure period, the
26 Request for Exclusion will be deemed untimely. Requests for Exclusion, whether original or corrected,
27 that are not timely shall not be considered, and the corresponding Class Member will be classified as a
28 Participating Class Member who is bound by the Settlement. Class Members who submit valid and

1 timely Requests for Exclusion will not participate in the Settlement or be bound by the terms of the
2 Settlement or any resulting final judgment. The right to opt out of this Settlement may be exercised
3 individually only by a Class Member or the Class Member's trustee, executor, administrator, successor,
4 or legal representative, but not by any other person in a representative capacity. No Party shall attempt to
5 affirmatively contact Class Members before or during the 45-day opt out period, except through the
6 Settlement Administrator with the written consent of the other Parties. All Parties and their counsel may
7 respond to requests or inquiries received from Class Members before the Response Deadline. To the
8 extent any Class Members are current employees of Defendants, nothing in this Settlement Agreement
9 shall prevent Defendants from communicating with their employees regarding their employment duties
10 in the ordinary course of business.

11 49. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member
12 who does not submit a timely and valid Request for Exclusion will be deemed to be a Participating Class
13 Member whose rights, claims, and obligations are determined, and who is bound, by all of the terms of
14 this Settlement Agreement, including its release provisions, as well as any judgment that may be entered
15 by the Court in connection with the Settlement. The Parties expressly acknowledge and agree that any
16 Class Member who does not submit a valid Request for Exclusion pursuant to this Settlement
17 Agreement will be bound by the terms of this Settlement Agreement, even if such Class Member cashed
18 an Individual Settlement Payment that was issued in error, was not issued an Individual Settlement
19 Payment in error, did not cash his or her Individual Settlement Payment, or failed to receive the Notice
20 Packet.

21 50. Releases by Participating Class Members. Upon the Effective Date, and except as to
22 such rights or claims as may be created by this Settlement Agreement, each Plaintiff and each
23 Participating Class Member, together and individually, on their behalf and on behalf of their respective
24 spouses, heirs, executors, administrators, agents, and attorneys, shall fully and forever release and
25 discharge all of the Released Parties, or any of them, from each of the Released Claims. Plaintiffs and
26 the Participating Class Members forever agree that they, and each of them, shall not institute, nor accept
27 any other relief from, any other suit, class or collective action, administrative claim, or other claim of any
28 sort or nature whatsoever against Defendants, relating to the Released Claims.

1 51. General Releases by Plaintiffs. Upon the Effective Date, Plaintiffs will also fully and
2 forever release and discharge each Released Party, to the fullest extent permitted by law, of and from any
3 and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys'
4 fees, damages, liquidated damages, actions or causes of action of whatever kind or nature, whether
5 known or unknown, contingent or accrued, which Plaintiffs have or may have against the Released
6 Parties from the beginning of time through the Preliminary Approval Date. Plaintiffs expressly waive
7 and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of
8 California and do so understanding and acknowledging the significance of the waiver of Section 1542,
9 which states:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
12 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
14 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
15 DEBTOR OR RELEASED PARTY.

16 With respect to the Released Claims, notwithstanding the provisions of Section 1542, and for the
17 purpose of implementing a full and complete release and discharge of all Released Parties, Plaintiffs
18 expressly acknowledge that this Settlement Agreement is intended to include in its effect, without
19 limitation, all Released Claims that Plaintiffs know of, as well as all Released Claims that they do not
20 know or suspect to exist in their favor against the Released Parties, or any of them, at any time up
21 through the Preliminary Approval Date, and that this Settlement Agreement contemplates the
22 extinguishment of any such claims by Plaintiffs. Plaintiffs warrant that they are not currently aware of
23 other claims against Defendants or any of the Released Parties, including those that cannot be released,
24 such as workers' compensation claims.

25 52. No Future Collective or Class Action. If the Settlement is approved by the Court and
26 not otherwise terminated, the Court will enter a judgment resolving the Action, and bar and permanently
27 enjoin Plaintiffs and all Participating Class Members from participating in any other collective or class
28 action lawsuit against the Released Parties, or any of them, concerning the Released Claims.

1 53. Defendants' Right To Nullify Settlement. Defendants will have, in their sole discretion,
2 the right to nullify and void the Settlement and this Settlement Agreement if, at any time prior to final
3 approval, more than ten percent (10%) of the Class Members submit Requests for Exclusion. The
4 Settlement Administrator shall provide Defense Counsel with the information necessary to effectuate this
5 provision on a weekly basis.

6 54. Objection Procedures. Any Class Member wishing to object to the Settlement may do
7 so by either (1) submitting a valid and timely Notice of Objection; or (2) objecting at the final approval /
8 fairness hearing, as follows:

- 9 • A Class Member may inform the Court and the Parties in writing of his or her intent to object by
10 submitting a valid Notice of Objection on or before the Response Deadline. To be valid, all
11 Notices of Objection, supporting papers and/or notices of intent to appear at the final approval
12 hearing must (i) clearly identify the case name and number (*Chelsea Medlock and Anthony*
13 *Torres v. Manlin I, LLC, et al.*, Case No. 18STCV05391 (Los Angeles County Superior Court),
14 (ii) be submitted to the Court either by mailing to: Clerk of Court, Superior Court of California,
15 County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, or by filing in person
16 at any location of the Superior Court, County of Los Angeles that includes a facility for civil
17 filings, and (iii) be mailed to Class Counsel and Defense Counsel at the addresses provided in the
18 Notice Packet, and (iv) be filed or postmarked on or before the Response Deadline.
- 19 • Alternatively, a Class Member may object to the Settlement by appearing at the final approval /
20 settlement fairness hearing and making an oral objection at the hearing without first providing a
21 written objection.

22 If a Class Member timely submits an objection to the Settlement by completing one of the above
23 options and also submits a timely Request for Exclusion, the Request for Exclusion will be given effect
24 and considered valid, the objection shall be rejected, and the Class Member shall not participate in or be
25 bound by the Settlement. Any Class Member who does not timely object to the Settlement by
26 completing either of these two options, or who fails to otherwise comply with the specific and technical
27 requirements of this section, will be foreclosed from objecting to the Settlement and seeking any
28 adjudication or review of the Settlement, by appeal or otherwise. At no time will any of the Parties or

1 their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or appeal
2 from the Court's final approval order and judgment. Class Counsel will not represent any Class
3 Members with respect to any such objections to this Settlement.

4 55. Certification Reports Regarding Individual Settlement Payment Calculations. The
5 Settlement Administrator will provide Defense Counsel and Class Counsel with a weekly report that: (i)
6 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
7 the Settlement, (ii) states whether any Class Member has submitted a challenge to any information
8 contained in his or her Notice Packet, and (iii) provides other updates on the administration of the
9 Settlement as needed or requested.

10 56. Distribution of Settlement Payments. If no objection to the settlement is made, then the
11 Settlement Administrator will issue Individual Settlement Payments, Attorneys' Fees and Costs, the
12 Class Representative Enhancement Payments, the Labor and Workforce Development Agency Payment,
13 the Settlement Administration Costs, and any other payments, within fourteen (14) days of the final
14 approval order issued by the court. If an objection to the settlement is made but no appeal is filed, then
15 the Settlement Administrator will issue Individual Settlement Payments, Attorneys' Fees and Costs, the
16 Class Representative Enhancement Payments, the Labor and Workforce Development Agency Payment,
17 the Settlement Administration Costs, and any other payments, within sixty (60) days of the final approval
18 order issued by the court. If an appeal is filed, then the Settlement Administrator will issue Individual
19 Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
20 Labor and Workforce Development Agency Payment, the Settlement Administration Costs, and any
21 other payments, within sixty (60) days of the date the judgment is final and no longer subject to appeal.

22 57. Time To Cash Settlement Checks. Checks for the Individual Settlement Payments
23 distributed by the Settlement Administrator to Participating Class Members will remain negotiable for
24 one hundred eighty (180) calendar days from issuance. If Participating Class Members do not cash their
25 checks within the 180-day period, the uncashed check, shall be cancelled and voided by the Settlement
26 Administrator through a stop-payment or other similar method of cancelation. The Settlement
27 Administrator will take all steps necessary to ensure that the funds from the Participating Class
28 Member's un-cashed check(s), including unpaid cash residue(s), or other unclaimed or abandoned

1 funds(s), are transmitted to the cy pres designation, Coalition of Low-Wage and Immigrant Worker
2 Advocates. The Parties, Class Counsel, and Defense Counsel shall not attempt to contact Class Members
3 before or during the 180-day period to cash checks, except for contact made through the Settlement
4 Administrator with the advance written consent of all other Parties. Notwithstanding the foregoing,
5 Plaintiffs and Class Counsel may respond to Class Members' inquiries during this period.

6 58. Cy Pres. The Settlement Administrator will take all steps necessary to ensure that any
7 unclaimed amounts from the Maximum Gross Settlement Amount, including but not limited to unpaid
8 cash residue(s), or other unclaimed or abandoned fund(s), shall be transmitted to the cy pres designation,
9 Coalition of Low-Wage and Immigrant Worker Advocates (the "Designated Charity"). The Designated
10 Charity qualifies as a valid 501(c)(3) tax-exempt non-profit organization. The Designated Charity
11 supports projects that benefit the Class Members or persons similarly situated, promotes the law
12 consistent with the objectives and purposes of the underlying causes of action, or is otherwise
13 appropriate. Attorney declaration(s) submitted in support of the motion for Preliminary Approval will
14 state that there is no interest or involvement by any counsel or party in the governance or work of the
15 Designated Charity. It is the intent of the Parties that the transmission of uncashed check(s), including
16 unpaid cash residue(s), or other unclaimed, or abandoned funds, to the Designated Charity results in no
17 "unpaid cash residue or unclaimed or abandoned funds" under California Code of Civil Procedure § 384,
18 as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they
19 all cash their settlement checks. Therefore, unless the Court requires otherwise, Defendant will not be
20 required to pay any interest on funds distributed to the Settlement Administrator. Within fourteen (14)
21 days after the expiration of the one hundred and eighty (180) day period that checks remain negotiable,
22 the Settlement Administrator shall file a declaration with the Court, stating exactly the total amount of
23 Participating Class Members' uncashed checks. Pursuant to that declaration, the Court shall re-open and
24 amend the judgment following the final distribution of funds and include the specific cy pres payment to
25 the Designated Charity in the judgment. The Parties agree that this can be done by the Court, without a
26 hearing.

27 59. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion and to

1 provide a final accounting to the Court and counsel for all Parties.

2 60. Treatment of Individual Settlement Payments. For tax allocation purposes, each
3 Individual Settlement Payment made to Participating Class Members shall be separated into payments
4 for back wages (25%) and penalties, liquidated damages, and interest (75%). The back wages portion of
5 each Individual Settlement Payment shall be reported on a Form W-2 issued to each Participating Class
6 Member, and shall be subject to all required payroll taxes and deductions, as well as other required
7 deductions for garnishments, tax liens, or child support. The employee's share of payroll taxes and
8 withholdings shall be deducted from each Participating Class Member's Individual Settlement Payment.
9 The penalties, liquidated damages, and interest portion of each Individual Settlement Payment shall be
10 reported on a Form 1099 issued to each Participating Class Member. Plaintiffs, Class Counsel, and
11 Participating Class Members shall be solely responsible for all taxes associated with the Individual
12 Settlement Payments, Attorneys' Fees and Costs, and Class Representative Enhancement Payments.

13 61. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
15 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
16 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
17 and penalties to the appropriate government authorities. All Settlement payments shall be deemed to be
18 paid to each Participating Class Member and Plaintiff solely in the year in which the payment is actually
19 received.

20 62. Tax Liability. Defendants, Defense Counsel, and the Settlement Administrator make no
21 representation as to the tax treatment or legal effect of the payments called for in this Settlement
22 Agreement, and Plaintiffs, Participating Class Members, and Class Counsel are not relying on any
23 statement, representation, or calculation by Defendants, Defense Counsel, or the Settlement
24 Administrator in entering into this Settlement Agreement or accepting the benefits of this Settlement.

25 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
26 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
27 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
28 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND

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

20 64. No Prior Assignments. The Parties represent, covenant, and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action or right herein
23 released and discharged.

24 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
25 approve the Settlement; or (ii) the Settlement does not become final and effective for any other reason,
26 this Settlement Agreement, and any documents generated in connection with the Settlement, will be null
27 and void, and of no force or effect, and any order or judgment entered by the Court in furtherance of this
28 Settlement Agreement will likewise be void *ab initio*.

1 66. Preliminary Approval Motion. Parties have placed February 24, 2020 on calendar for
2 the Court to hear Plaintiffs’ Unopposed Motion for Preliminary Approval. Plaintiffs, by way of regularly
3 noticed motion pursuant to California Rule of Court (“CRC”) 3.769(c), will seek Preliminary Approval
4 of the Settlement and an order: (i) appointing Class Counsel, Class Representatives, and the Settlement
5 Administrator, (ii) conditionally certifying the Settlement Class for settlement purposes only, (iii)
6 preliminarily approving the terms of the Settlement, subject to the Court approving the amount of the
7 Attorneys’ Fees and Costs, Class Representative Enhancement Payments, and Settlement Administration
8 Costs at the final approval / settlement fairness hearing, (iv) scheduling a final approval / settlement
9 fairness hearing, (v) ordering the Parties to administer the Settlement; (vi) approving the Notice Packet to
10 be sent to all Class Members; and (vii) enjoining Class Members from filing or prosecuting any claims,
11 suits, or administrative proceedings regarding the Released Claims from the time Notice Packets are
12 mailed to Class Members until such Class Members have filed valid Requests for Exclusion with the
13 Settlement Administrator. The motion for Preliminary Approval will attach as exhibits: (i) the
14 Settlement Agreement, (ii) the Notice Packet, and (iii) the proposed Settlement to the LWDA pursuant to
15 Labor Code sections 2999(l)(1) and (l)(2). The motion for Preliminary Approval will be supported by
16 admissible evidence, in the form of declarations of Class Counsel, that address the potential value of each
17 claim being settled, the value of other forms of relief, and the allocation of the Individual Settlement
18 Payments between wages and non-wages, all as sufficient to satisfy the standard set forth in *Kullar v.*
19 *Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008). Class Counsel will be responsible for drafting all
20 documents, pleadings and declarations necessary to obtain Preliminary Approval, including a Proposed
21 Order Granting Preliminary Approval that includes the requisite “recital,” “finding,” and “order”
22 language and adequate information to provide clear instructions to the Settlement Administrator, and that
23 attaches the Notice Packet. Defense Counsel may require changes to these documents. The parties agree
24 to work in good faith together to draft and finalize all documents.

25 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
26 Response Deadline (as extended under the terms of this Settlement Agreement), and with the Court’s
27 permission, a final approval/settlement fairness hearing will be conducted to determine the final approval
28 of the Settlement, along with the amounts properly payable for the: (i) Attorneys’ Fees and Costs; (ii)

1 Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) Labor and
2 Workforce Development Agency Payment; and (v) Settlement Administration Costs. The final
3 approval/settlement fairness hearing will be held no sooner than thirty (30) calendar days after the
4 extended Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
5 obtain final approval. Defense Counsel may require changes to all documents. The Parties agree to work
6 in good faith together to draft and finalize these documents.

7 Class Members do not need to provide written notice of their intent to appear at the final
8 approval hearing, nor a written objection prior to being allowed to appear. Any Class Member may
9 appear and orally object without first providing written objection.

10 68. Disputes Between Parties. Any dispute between the parties as to the terms of this
11 Settlement Agreement shall first be presented to Mediator Jeffery Krivis for resolution.

12 69. Judgment and Continued Jurisdiction. In connection with the motion for final approval
13 of the Settlement, the Parties will present a Final Order and Judgment to the Court for its approval. After
14 entry of the Judgment, pursuant to CRC 3.769(h), the Court will have continuing jurisdiction solely for
15 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
16 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
17 court rules or as set forth in this Settlement Agreement.

18 70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
19 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
20 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

21 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
22 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
23 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section
24 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is
25 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
26 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
27 contradict the terms of this Settlement Agreement.

28 72. Amendment or Modification. No amendment, change, or modification to this

1 Settlement Agreement will be valid unless in writing and signed by the Parties and their counsel.

2 73. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
6 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
7 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
8 unable to reach agreement on the form or content of any document needed to implement the Settlement,
9 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
10 the Parties may seek the assistance of the Court to resolve such disagreement.

11 74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
12 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13 75. Governing Law. The Settlement Agreement and its Exhibits, and any disputes arising
14 out of or relating to the Settlement Agreement, will be governed by and construed in accordance with the
15 laws of the State of California.

16 76. Execution and Counterparts. This Settlement Agreement may be executed in one or
17 more counterparts. All executed counterparts and each of them, including facsimile and scanned copies
18 of the signature page, will be deemed to be one and the same instrument provided that counsel for the
19 Parties will exchange among themselves original signed counterparts. It is agreed that because the
20 number of Class Members is so numerous, it is impossible or impractical to have each Class Member
21 execute this Settlement Agreement. The Notice Packet will advise all Class Members of the binding
22 nature of the releases recited in this Settlement Agreement, and the releases shall have the same force and
23 effect as if each Class Member executed this Agreement.

24 77. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this
25 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
26 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
27 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
28 by competent counsel and that they have had an opportunity to consult with their counsel regarding the

1 fairness and reasonableness of this Settlement.

2 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
3 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
5 valid and enforceable.

6 79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
7 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
8 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
9 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

10 80. Class Action Certification for Settlement Purposes Only. Solely for purposes of settling
11 the Action, the Parties conditionally stipulate and agree that the requisites for establishing class
12 certification have been met and are met, and, therefore, for the purpose of effectuating this Settlement,
13 the Parties stipulate to class certification. If, for any reason, the Court does not grant final approval to the
14 Settlement, the stipulation of class certification shall be void *ab initio*. Defendants expressly reserve their
15 rights to oppose class certification should the Settlement not be finally approved by the Court.

16 81. No Admission of Liability. The Parties enter into this Settlement to resolve the disputes
17 that have arisen between them and to avoid the burden, expense and risk of continued litigation. In
18 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
19 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
20 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
21 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
22 respect to their employees. Defendants further, together and individually, deny the claims and
23 allegations asserted in the Action. Defendants specifically deny any liability or wrongdoing of any kind
24 associated with the claims and allegations asserted in the Action, and Defendants assert that they have no
25 liability for any of the Class Representatives' or Class Members' claims under any statute, regulation,
26 wage order, common law, or equitable theory. Defendants further assert that, for any purpose other than
27 settlement, the Action are not appropriate for class treatment. Neither this Settlement Agreement, nor
28 any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an

1 admission or concession by Defendants of any such violations or failures to comply with any applicable
2 law. Except as necessary in a proceeding to enforce the terms of this Settlement, neither this Settlement
3 Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of a settlement,
4 shall be admissible or offered into evidence in the Action or any other proceeding of any kind to establish
5 any liability or admission on the part of Defendants, to establish the existence of any condition
6 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law, for
7 purposes of class or collective action certification, or for any other purpose whatsoever.

8 82. No Public Comment: Plaintiffs, Class Members, and Class Counsel shall not hold any
9 press conferences with respect to the Action at any time. Until the Parties file a motion with the Court
10 seeking Preliminary Approval, all Parties and counsel will keep the terms of this Settlement Agreement
11 confidential. At no time shall Plaintiffs, Class Members, Class Counsel, Defendants, or Defense
12 Counsel: (i) issue any press releases or public statements with respect to the Action or the Settlement
13 (except as necessary to comply with legal reporting requirements); (ii) characterize the Action or
14 Settlement in a manner that disparages Defendants or their employment practices; (iii) characterize the
15 Action or Settlement in a manner that disparages Plaintiffs, Class Members, or Class Counsel; or (iv)
16 otherwise publicize the Actions or the Settlement. If Class Counsel are contacted by the media or third
17 parties regarding the Settlement, Class Counsel shall not comment in any way. Class Counsel shall not
18 initiate any contact or other communications with Class Members other than the Court-approved Notice
19 Packet, but may respond to inquiries received from Class Members. A breach of this Paragraph 82 will
20 constitute a material breach of this Settlement Agreement.

21 83. Waiver. No waiver of any condition or covenant contained in this Settlement
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
23 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or
24 remedy.

25 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal
26 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
27 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
28 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including

1 expert witness fees incurred in connection with any enforcement actions.

2 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
3 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
4 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
5 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
6 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

7 86. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
10 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement.

11 87. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement are subject to final Court approval.

13 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
15 Settlement Agreement.

16 89. Destruction of Confidential Documents. In addition to complying with the obligations
17 set forth in the confidentiality and protective order entered in the Action, the Parties shall also enter into a
18 confidentiality and protective order that requires Plaintiffs and Class Counsel to return or destroy all
19 confidential documents/information and other confidential materials obtained in discovery or otherwise
20 in the Action within 60 days of the Effective Date, and to provide a certification of such destruction or
21 return to Defendants. Neither Class Counsel nor Plaintiffs shall use, disseminate, or distribute any
22 confidential information obtained or developed in connection with the Action for any purpose
23 whatsoever, except to defend the validity of the Settlement. Class Counsel shall not include, and shall
24 affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing,
25 website, or other communications, but may refer to the Settlement in adequacy of counsel declarations.

26 90. Defense of the Settlement. Plaintiffs agree to participate in, and Class Counsel agree to
27 join Defendants in, defending the Settlement and its approval from any collateral attack in the three year
28 period after final approval by providing a declaration or declarations in support of the Settlement. The

1 Parties and their counsel shall enter into a common interest agreement for the purpose of sharing
2 information necessary to the defense of the Settlement.

3 91. Binding Agreement. The Parties warrant that they understand and have full authority to
4 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
5 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in
6 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
7 otherwise might apply under federal or state law.

8 **READ CAREFULLY BEFORE SIGNING**

10 **PLAINTIFF**

11 Dated: 9/21/2020
12 _____

DocuSigned by:

FFET1AF0DC2416...
13 Chelsea Medlock

14 **PLAINTIFF**

15 Dated: _____
16 _____

17 Anthony Torress

18 **ON BEHALF OF DEFENDANTS**

19 Dated: _____
20 _____

21 Katherine Varrati
22 (Defendants, as defined in the agreement)
23 Senior Counsel, Labor and Employment
24
25
26
27
28

1 Parties and their counsel shall enter into a common interest agreement for the purpose of sharing
2 information necessary to the defense of the Settlement.

3 91. Binding Agreement. The Parties warrant that they understand and have full authority to
4 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
5 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in
6 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
7 otherwise might apply under federal or state law.

8 **READ CAREFULLY BEFORE SIGNING**

9
10 **PLAINTIFF**

11
12 Dated: _____

13 _____
Chelsea Medlock

14 **PLAINTIFF**

15 Dated: 9/21/2020
16 _____

17 DocuSigned by:

4CB869DCD47E408...
18 _____
Anthony Torress

19
20 **ON BEHALF OF DEFENDANTS**

21
22 Dated: _____

23 _____
Katherine Varrati
24 (Defendants, as defined in the agreement)
25 Senior Counsel, Labor and Employment
26
27
28

1 Parties and their counsel shall enter into a common interest agreement for the purpose of sharing
2 information necessary to the defense of the Settlement.

3 91. Binding Agreement. The Parties warrant that they understand and have full authority to
4 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
5 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in
6 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
7 otherwise might apply under federal or state law.

8 **READ CAREFULLY BEFORE SIGNING**

9
10 **PLAINTIFF**

11
12 Dated: _____

13 _____
Chelsea Medlock

14 **PLAINTIFF**

15
16 Dated: _____

17 _____
Anthony Torress

18
19
20 **ON BEHALF OF DEFENDANTS**

21
22 Dated: 9/21/2020 _____

23 _____


24 (Defendants, as defined in the agreement)
25 Senior Counsel, Labor and Employment

Chelsea Medlock and Anthony Torres v. Manlin I, LLC, et al., Los Angeles County Superior Court Case No.
18STCV05391

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer. Please read it carefully.

To: All persons employed by Defendants¹ as non-exempt employees in California at any time from November 16, 2014 through [Preliminary Approval Date] (“Class Members”).

On [Preliminary Approval Date] (the “Preliminary Approval Date”), the Honorable Daniel J. Buckley of the Superior Court of California, County of Los Angeles (the “Court”), granted preliminary approval to a class action settlement (“Settlement”) of the lawsuit entitled *Chelsea Medlock and Anthony Torres v. Manlin I, LLC, et al.*, Los Angeles County Superior Court Case No. 18STCV05391 (the “Lawsuit”) (Plaintiffs and Defendants collectively referred to as “the Parties”), and ordered the Parties to notify all Class Members about the Settlement. You are receiving this notice because Defendants’ records indicate that you are a Class Member who may be entitled to participate in the Settlement.

The Court has not decided whether Defendants did anything wrong.

Unless you choose to opt out of the Settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement, including its release of the Released Claims (defined below), and you will receive a check in the mail for your share of the Net Settlement Amount (defined below). The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 .m. on _____, 2019 in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend this hearing, but may do so.

Summary of the Lawsuit

Plaintiffs Chelsea Medlock and Anthony Torres (“Plaintiffs”), on their own behalf and on behalf of other current and former non-exempt employees, allege in the Lawsuit that Defendants failed to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with legally-compliant meal periods and rest breaks; (3) timely pay all wages owed to employees upon termination of employment; (4) provide employees with accurate, itemized wage statements; (5) maintain accurate payroll records; and (6) provide employees with suitable seating in the workplace. Plaintiffs also allege that as a result, Defendants have engaged in unfair competition in violation of California Business & Professions Code § 17200 *et seq.*

Defendants deny all of these allegations and contend that Plaintiffs’ claims lack merit. Defendants contend that they have: (1) properly paid all current and former employees for all time worked, including minimum wages and overtime; (2) provided employees with proper and legally-compliant meal periods and rest breaks; (3) timely paid all wages owed to all employees during each pay period; (4) timely paid wages on termination of employment; (5) provided employees with suitable seating in the workplace; (6) provided employees accurate and legally-compliant wage statements; and (7) maintained accurate payroll records.

After an exchange of relevant information and evidence, the Parties have decided to enter into the Settlement to resolve the Lawsuit. The law firm representing the Plaintiffs, Srourian Law Firm, P.C. (“Class Counsel”), has been appointed by the Court to represent the Class Members. Class Counsel has investigated and researched the claims and issues raised in

¹ “Defendants” includes the following entities: Manlin I, LLC, DT Fund Group, LLC, BH Fund II Group, LLC, LAX Group II, LLC, SD Retail Group II, LLC, SA Fund Group RT, LLC, Venice Retail Group, LLC, Venice Caregiver Foundation, Inc, MME Sorrento Valley LLC, MME Seaside LLC, and MME VMS, LLC.

the Lawsuit, as well as the law applicable to Plaintiffs' claims and Defendants' defenses. While Class Counsel believes that the claims alleged in the Lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation, including the risk that Defendants may prevail on their defenses, justify entering into this settlement. Class Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of Class Members, and Plaintiffs have agreed to settle the Lawsuit as part of a compromise with Defendants.

Defendants have denied, and continue to deny the factual and legal allegations in the Lawsuit and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Lawsuit, or that the Lawsuit can or should proceed as a class action. Defendants have agreed to settle the Lawsuit because of the risk and expense of continued litigation, and as part of a compromise with Plaintiffs.

Summary of the Proposed Settlement

The Parties have agreed to settle Plaintiffs' and the Class Members' claims in exchange for a "Maximum Gross Settlement Amount" of \$975,000. This amount is inclusive of: (1) Individual Settlement Payments to Class Members who do not opt out of the Settlement ("Participating Class Members"); (2) payments of \$5,000 each to Named Plaintiffs Chelsea Medlock and Anthony Torres for their service as Class Representatives ("Class Representative Enhancement Payments"); (3) up to \$325,000 in Attorneys' Fees and up to \$15,000 in Costs for Class Counsel's prosecution of the Lawsuit; (4) a \$56,250 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) Settlement Administrator fees and expenses of approximately \$15,000 ("Settlement Administration Costs"). After deducting the Class Representative Enhancement Payments, Attorneys' Fees and Costs, the LWDA payment, and the Settlement Administration Costs, the remaining portion of the Maximum Gross Settlement Amount (the "Net Settlement Amount") will be allocated to Participating Class Members.

The settlement payment for each Participating Class Member (the "Individual Settlement Payment") will be calculated using the number of workweeks worked by each Participating Class Member in a non-exempt position ("Workweeks") for Defendants from November 16, 2014 through [Preliminary Approval Date] (the "Class Period"). To calculate each Individual Settlement Payment:

- (a) The total number of Workweeks for all Participating Class Members during the Class Period ("Total Workweeks") will be calculated.
- (b) The value of each individual Workweek ("Workweek Value") will then be determined by dividing the Net Settlement Amount by the Total Workweeks.
- (c) Each Participating Class Member's gross Individual Settlement Payment will then be calculated by multiplying that Participating Class Member's individual Total Workweeks by the Workweek Value.
- (d) The gross amount of each Individual Settlement Payment will be reduced by required withholding and deductions for employee taxes on the wage portion of the Individual Settlement Payment on the terms set forth in the Settlement.
- (e) The entire Net Settlement Amount will be disbursed to all Participating Class Members.

IRS Forms W-2 and 1099 reflecting the Individual Settlement Payments will be distributed to Participating Class Members and the appropriate tax authorities. Participating Class Members should consult their tax advisors about the tax consequences of the Individual Settlement Payments they receive under the Settlement. For purposes of the Settlement, twenty-five percent of each Individual Settlement Payment will be allocated to the settlement of the wage claims asserted in the Lawsuit, for which IRS Forms W-2 will be issued to Participating Class Members, and seventy five percent will be

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

allocated to the settlement of the non-wage claims asserted in the Lawsuit, for which IRS Forms 1099 will be issued to Participating Class Members.

Your Options Under the Settlement

Option 1 – Automatically Be Bound By and Receive a Payment from the Settlement

If you want to receive an Individual Settlement Payment and be bound by the Settlement’s terms, including its release of the Released Claims, you do not need to take any further action. Unless you opt out of the Settlement as described below in **Option 2**, you will automatically be included in the Settlement, including its release of the Released Claims (see below), and you will receive an Individual Settlement Payment if and when the Settlement receives final Court approval.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed to you. You also will release and waive all of the following claims (“Released Claims”): Any and all claims under the California wage orders (including but not limited to Wage Orders 4 and 10 of the Industrial Welfare Commission (8 Cal. Code. Regs. sections 11010, et seq.)), California Labor Code, California Business & Professions Code (including but not limited to Business & Professions Code section 17200), California Code of Civil Procedure; California Private Attorney General Act, and Labor Code Private Attorneys General Act of 2004, as well as any and all debts, rights, demands, liabilities, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, liquidated damages, actions, or causes of action, of whatever kind or nature, whether known or unknown, contingent or accrued, from the beginning of time through the Preliminary Approval Date, that arise out of or relate to the allegations asserted in the Actions, which are asserted in the Actions, or which could have been asserted in the Actions based on the facts and claims asserted in the pleadings including all claims for alleged: (i) unpaid straight time, overtime, double time, or “off the clock” work (Labor Code sections 510, 558, 1182.12, 1194, 1197, 1197.1, 1198); (ii) meal period and rest break violations (Labor Code sections 226.7, 512(a), 1198); (iii) unpaid minimum wages and liquidated damages (Labor Code sections 510, 1182.12, 1194, 1197, 1197.1, 1198); (iv) failure to timely pay wages upon termination (Labor Code sections 201, 202, 203); (v) failure to timely pay wages during employment (Labor Code section 204); (vi) wage statement violations (Labor Code sections 226(a), 226(e), 226(h)); (vii) failure to reimburse for necessary business expenses (Labor Code section 2802); (viii) failure to keep or provide accurate payroll or time records (Labor Code sections 1174(d), 1198); (ix) Wage Theft Prevention Act notice violations; (x) suitable seating violations; (xi) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims.

The Released Claims will be released as to Defendants, and each of their current or past predecessors, successors, assigns, heirs, affiliates, subsidiaries, parent companies, other related entities, employees, insurers, reinsurers, underwriters, agents, consultants, accountants, auditors, attorneys, representatives, and each of their past, present and future principals, shareholders, owners, members, officers, directors, partners, agents, managers, and employees (the “Released Parties”).

If the Court grants final approval of the Settlement, you will be barred from participating in any other collective, representative, or class action lawsuit against the Released Parties, or any of them, concerning the Released Claims.

Option 2 – Opt Out of the Settlement and Receive No Payment

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a Request for Exclusion Form to the Settlement Administrator that expressly and clearly states your decision to not participate in the Settlement (a “Request for Exclusion”). The Request for Exclusion must include your name, signature, address, telephone number, and

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

last four digits of your Social Security Number. Sign, date, and send the Request for Exclusion to the Settlement Administrator by First Class U.S. Mail at the address below, or by facsimile.

Phoenix Administration

1411 N. Batavia St., Suite 105

Orange, CA 92867

Facsimile number: (949) 209-2503

The Request for Exclusion must be postmarked or faxed not later than [REDACTED], 2019 (the “Response Deadline”). If you submit a Request for Exclusion that is postmarked or faxed after the Response Deadline, the Request for Exclusion will be rejected, you will be included in the Settlement, you will receive an Individual Settlement Payment, and you will waive the Released Claims.

If you submit a valid and timely Request for Exclusion (**Option 2**), you will no longer be a Class Member, you will be excluded from participating in the Settlement, and you will not waive the Released Claims. You also will be barred from objecting to the Settlement and you will not receive an Individual Settlement Payment.

Option 3 – Object to the Settlement

You may object to the terms of the Settlement. To do so, you should submit a valid, written notice of objection on or before the Response Deadline. All Notices of Objection, supporting papers and/or notices of intent to appear at the Final Approval Hearing must: (i) clearly identify the case name and number (*Chelsea Medlock and Anthony Torres v. Manlin I, LLC, et al.*, Case No. 18-ST-CV-05391 (Los Angeles County Superior Court)); (ii) be submitted to the Court either by mailing to: Clerk of Court, Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, or by filing in person at any location of the Superior Court, County of Los Angeles that includes a facility for civil filings; (iii) be mailed to Class Counsel and Defense Counsel at the addresses provided in the Notice Packet, and (iv) be filed or postmarked on or before the Response Deadline.

Class Members may also appear at the Settlement Fairness Hearing and orally object without first providing a written objection.

Class Members who fail to object in either of the manners specified above will waive all objections to the Settlement and will be foreclosed from objecting, whether by appeal or otherwise, to the Settlement Agreement.

If you choose to object to the Settlement (**Option 3**), subject to the Court’s ruling on your objection, you will still be a Participating Class Member entitled to an Individual Settlement Payment, and you will waive the Released Claims.

Additional Information

This notice provides a summary of the Lawsuit and Settlement. The complete terms and conditions of the Settlement are contained in the Settlement Agreement and other case-related documents, available at www.settlementwebsite.com.

You may also obtain and examine the online pleadings and other records in the Lawsuit on the Los Angeles County Superior Court's website, at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. To find the Lawsuit records, enter 18STCV05391 in the “Case Number” field and click “Search.” Images of every document filed in the case may be viewed by clicking “Click here to access document images for this case” at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings or by visiting the Clerk’s Office of the Los Angeles County

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. Per recent health concerns, Class Members who wish to view documents related to this case at the Clerk's Office of the Los Angeles Superior Court must first make an appointment with the Clerk and must follow all social distancing and face covering requirements and/or procedures.

All inquiries by Class Members regarding this Class Notice or the Settlement should be directed to the Settlement Administrator or Class Counsel at the following address and phone number.

Phoenix Administration
1411 N. Batavia St., Suite 105
Orange, CA 92867

CLASS COUNSEL:

Daniel Srourian, Esq.
Srourian Law Firm, P.C.
3435 Wilshire Blvd #1710, Los Angeles, CA 90010
Phone Number: 310.601.3131

DEFENSE COUNSEL:

Robin Samuel, Esq.
Baker McKenzie LLP
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067
Phone: 310.201.4728

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
OR DEFENSE COUNSEL WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

REQUEST FOR EXCLUSION

Chelsea Medlock and Anthony Torres v. Manlin I, LLC, et al.
Los Angeles County Superior Court Case No. 18STCV05391

*If you want to remain Class Member and receive an Individual Settlement Payment, you should **not** fill out this form: you are not required to do anything at this time.*

This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not share in any recovery paid to Settlement Class Members as a result of the Settlement; (2) you will not be bound by any decision of the Court in the Action; (3) you may not object to the Settlement; and (4) you may pursue any claims asserted in the Action that you have against Defendants by filling your own lawsuit.

If you want to request to be excluded from the Settlement, you must fill out this Request for Exclusion in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than [Response Deadline], or by returning it to the Settlement Administrator by fax no later than [Response Deadline].

Chelsea Medlock v. Manlin I LLC Settlement
Phoenix Administration
1411 N. Batavia St., Suite 105
Orange, CA 92867

Request for Exclusion

I confirm that I have received notice of proposed Settlement in the Action. I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement, and will not be bound by the Settlement, including the release of Released Claims, as more fully described in the Settlement Agreement on file with the Court and Notice of Proposed Class Action Settlement.

Please print legibly:

Name: _____

Last four of Social Security# and/or Employee ID#: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____ Telephone #: _____

Date: _____

Signature

Questions? Contact the Settlement Administrator toll free at 1-*-***-******