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 individually and on behalf of other members of the general  
 public similarly situated  
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16 Attorneys for the Defendant  
 SSC Carmichael Operating Company LP (dba) Mission Carmichael HealthCare Center; SSC  
 17 Carmichael Operating GP. LLC; SSC Carmichael Management Company LP; SavaSeniorCare  
 Administrative Services, LLC; SavaSeniorCare, LLC; SavaSeniorCare Consulting, LLC; SSC San  
 18 Jose Operating Company LP dba Courtyard Care Center; SSC Pittsburg Operating Company LP  
 dba Diamond Ridge Healthcare Center; SSC Oakland Excell Operating Company LP dba Excel  
 19 Health Care Center; and SSC Tarzana Operating Company LP dba Tarzana Health &  
 Rehabilitation Center.  
 20

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 22 **FOR THE COUNTY OF SACRAMENTO**  
 23  
 24  
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 27  
 28

1 NAOMI FARFAN, LOLLIE WEBSTER,  
2 individually and on behalf of other members  
of the general public similarly situated,

3 Plaintiff,

4 vs.

5 SSC CARMICHAEL OPERATING  
6 COMPANY LP (dba) MISSION  
7 CARMICHAEL HEALTHCARE CENTER;  
8 SSC CARMICHAEL OPERATING GP.  
9 LLC; SSC CARMICHAEL MANAGEMENT  
10 COMPANY LP; SAVASENIORCARE  
11 ADMINISTRATIVE SERVICES, LLC;  
12 SAVASENIORCARE, LLC;  
13 SAVASENIORCARE CONSULTING, LLC;  
14 SSC SAN JOSE OPERATING COMPANY  
LP (dba) COURTYARD CARE CENTER;  
SSC PITTSBURG OPERATING COMPANY  
LP (dba) DIAMOND RIDGE  
HEALTHCARE CENTER; SSC OAKLAND  
EXCELL OPERATING COMPANY LP  
(dba) EXCEL HEALTH CARE CENTER;  
AND SSC TARZANA OPERATING  
COMPANY LP (dba) TARZANA HEALTH  
& REHABILITATION CENTER.

Defendants.

Case No.: 34-2020-00278767

CLASS LAWSUIT

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

15  
16 Subject to the Court’s approval, the Parties have entered into an Agreement pursuant to the  
17 terms and conditions in this Joint Stipulation of Class Action and PAGA Settlement Agreement  
18 (“Agreement”) between Plaintiffs Naomi Farfan and Lollie Webster (“Plaintiffs”) individually and  
19 on behalf of the Settlement Class, and Defendant SSC Carmichael Operating Company LP (dba)  
20 Mission Carmichael HealthCare Center; SSC Carmichael Operating GP. LLC; SSC Carmichael  
21 Management Company LP; SavaSeniorCare Administrative Services, LLC; SavaSeniorCare,  
22 LLC; SavaSeniorCare Consulting, LLC; SSC San Jose Operating Company LP dba Courtyard  
23 Care Center; SSC Pittsburg Operating Company LP dba Diamond Ridge Healthcare Center; SSC  
24 Oakland Excell Operating Company LP dba Excel Health Care Center; and SSC Tarzana  
25 Operating Company LP dba Tarzana Health & Rehabilitation Center (collectively the  
26 “Defendant”). This Agreement fully and finally settles and resolves the Action set forth in the  
27 First Amended Complaint entitled Naomi Farfan and Lollie Webster, et al v. SSC Carmichael  
28 Operating Company. LP, et al, (Sacramento County Superior Court Case No. 34-2020-00278767)

1 (the “Complaint”).

2 **I. DEFINITIONS**

3 1. “Action” is the First Amended Complaint entitled Naomi Farfan and Lollie  
4 Webster, et al v. SSC Carmichael Operating Company. LP, et al, (Sacramento County Superior  
5 Court Case No. 34-2020-00278767), filed on July 7, 2020. Action also includes all causes of  
6 action alleged in the First Amended Complaint filed initially in federal court, Naomi Farfan, Lollie  
7 Webster, and Terri Richter et al v. SSC Carmichael Operating Company. LP, et al, U.S. Northern  
8 District of California, Case No. 4:18-cv-01472-HSG (First Amended Complaint filed on May 1,  
9 2018).

10 2. “Agreement” or “Settlement Agreement” is the instant Joint Stipulation of Class  
11 Action and PAGA Settlement Agreement.

12 3. “Class Counsel” means the attorneys of record for the Class Representatives and  
13 Class Members, *i.e.*, Edward J. Wynne and Bryan J. McCormack.

14 4. “Class Counsel Award” means an award of attorneys’ fees, expenses and costs  
15 granted to Class Counsel and paid from the Maximum Settlement Amount.

16 5. “Class Data” means information regarding Class Members that Defendant will  
17 collect from its electronic records and provide to the Settlement Administrator. It shall be  
18 formatted as a Microsoft Excel spreadsheet and shall include for each Class Member their full  
19 name, last known address, last known telephone number, and Social Security number; as well as  
20 information sufficient to allow the Settlement Administrator to calculate the number of  
21 “Workweeks” for all Class Members during the Class Period.

22 6. “Class Members” (“**CM**”) means all individuals who are or previously were  
23 employed by Defendant in California, and classified as a non-exempt employee at any time during  
24 the Class Period (as defined herein).

25 7. “Class Period” for settlement purposes shall mean the time period from February  
26 25, 2017 through June 17, 2020. Plaintiff filed the original complaint in this Action on March 7,  
27 2018 (United States District Court, Northern District of California, Case No. 5:18-cv-01472).  
28 Plaintiff filed a First Amended Complaint on May 1, 2018 (N.D. Cal. Case No. 5:18-cv-01472,

1 Dkt. No. 12). The Parties litigated this case extensively, including formal discovery and motions  
2 to compel the arbitration of the individual claims of the Plaintiffs. On October 7, 2019, the Court  
3 dismissed Plaintiffs’ statutory wage and hour class action claims, granted Defendant’ motion to  
4 compel the arbitration of the Plaintiffs’ claims on an individual basis only, and stayed the PAGA  
5 claims pending the arbitrations. Thereafter, the Parties agreed to proceed to mediation. Pursuant  
6 to the Parties’ agreement from the mediation, the Parties withdrew this Action from the Northern  
7 District and re-filed the instant Action. Defendant may waive this statute of limitations  
8 affirmative defense. See Cal. Code Civ. Proc. § 340(a); *John R. Sand & Gravel Co. v. United*  
9 *States*, 552 U.S. 130, 133 (2008). By entering into this Agreement, Defendant has, for the  
10 purposes of settlement only, waived the statute of limitations defense in this Action with regard to  
11 the claims alleged in the First Amended Complaint filed in this Court on July 7, 2020, Case No.  
12 34-2020-00278767. Defendant agreed to provide significant and adequate consideration to release  
13 the statutory wage and hour class claims, and PAGA claims seeking civil penalties, raised by the  
14 Plaintiffs during the Class Period.

15 8. “Class Representative Service Award” or (“Service Award”) means the amount that  
16 the Court authorizes to be paid to the Class Representatives from the Maximum Settlement  
17 Amount, in addition to each Class Representative’s Individual Settlement Payment.

18 9. “Class Representatives” means the named Plaintiffs in this Action, Naomi Farfan  
19 and Lollie Webster.

20 10. “Corporate Payroll Taxes” shall mean the employer’s share of taxes and  
21 contributions, required under applicable state and federal law, with respect to the wage portion of  
22 payments under this Settlement. These taxes shall be paid separately and in addition to the  
23 Maximum Settlement Amount paid by Defendant.

24 11. “Court” means the Superior Court for the State of California, County of  
25 Sacramento.

26 12. “Defendant” shall collectively mean SSC Carmichael Operating Company LP (dba)  
27 Mission Carmichael HealthCare Center; SSC Carmichael Operating GP. LLC; SSC Carmichael  
28 Management Company LP; SavaSeniorCare Administrative Services, LLC; SavaSeniorCare,

1 LLC; SavaSeniorCare Consulting, LLC; SSC San Jose Operating Company LP dba Courtyard  
2 Care Center; SSC Pittsburg Operating Company LP dba Diamond Ridge Healthcare Center; SSC  
3 Oakland Excell Operating Company LP dba Excel Health Care Center; and SSC Tarzana  
4 Operating Company LP dba Tarzana Health & Rehabilitation Center.

5 13. “Defense Counsel” or “Counsel for Defendant” shall mean Michael J. Nader of  
6 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 500 Capitol Mall, Suite 2500, Sacramento, CA  
7 95814.

8 14. “Effective Date” shall be the later of the following: (a) if no objections to the  
9 settlement are pending, then the date the Court enters judgment granting Final Approval; (b) if an  
10 objection to the settlement is filed, then the date when the time expires to file an appeal of the  
11 Court’s grant of Final Approval of settlement; or (c) if an objection is filed, as well as a timely  
12 Notice of Appeal of the Court’s grant of Final Approval of settlement, then the date the appeal is  
13 finally resolved, with the final approval unaffected.

14 15. “Final Approval Order” means the Court’s order granting final approval of the  
15 Settlement.

16 16. “Individual Settlement Payment” (“**ISP**”) means the amount payable from the Net  
17 Settlement Amount to each Settlement Class Member.

18 17. “Maximum Settlement Amount” or (“**MSA**”) means the maximum sum to be paid  
19 by Defendant pursuant to this Settlement, which is nine-hundred forty-two thousand five-hundred  
20 dollars (\$942,500). The MSA shall include all payments contemplated by this Settlement  
21 Agreement, including but not limited to all ISPs, the Service Awards, the Class Counsel Award,  
22 the PAGA Penalties Fund, the Settlement Administration Costs, and any award of costs or  
23 reimbursements to Class Counsel. The MSA does not include the Defendant’s Corporate Payroll  
24 Taxes. With the exception of the Defendant’s Corporate Payroll Taxes, in no event shall  
25 Defendant pay any amount more than the MSA.

26 18. “Net Settlement Amount” or (“**NSA**”) means the MSA minus the Service Awards,  
27 the Class Counsel Award, the PAGA Penalties Fund, the Settlement Administration Costs, any  
28 award of costs or reimbursements to Class Counsel.

1           19.     “Notice Packet” means the Notice of Class Action and PAGA Settlement in a form  
2 substantially similar to the form attached as **Exhibit 1** (the “Notice”).

3           20.     “PAGA” means the California Labor Code Private Attorneys General Act of 2004.  
4 Cal. Lab. Code §§ 2698-2699.5.

5           21.     “PAGA Penalties Fund” is the amount of one-hundred thousand dollars (\$100,000),  
6 which shall be deducted from the MSA. The PAGA Penalties Fund shall be allocated as follows:  
7 twenty-five percent (25%) to the Class Members on a pro rata basis as defined herein, and  
8 seventy-five percent (75%) to the LWDA pursuant to Cal. Lab. Code § 2699(i).

9           22.     “Parties” mean Plaintiff and Defendant, collectively, and “Party” shall mean either  
10 Plaintiff or Defendant, individually.

11          23.     “Payment Ratio” means the respective Qualified Workweeks for each Settlement  
12 Class Member divided by the total Qualified Workweeks for all Class Members.

13          24.     “Plaintiffs” shall mean the named Plaintiffs in this Action, Naomi Farfan and Lollie  
14 Webster.

15          25.     “Preliminary Approval Date” means the date the Court enters an order granting  
16 preliminary approval of the Settlement Agreement.

17          26.     “Preliminary Approval Order” means the Order Granting Preliminary Approval.

18          27.     “Qualified Settlement Fund” means the fund set up by the Settlement Administrator  
19 into which the NSA shall be deposited and disbursements from it shall be made.

20          28.     “Qualified Workweeks” means the number of Workweeks(as defined herein) for  
21 each Class Member within the Class Period.

22          29.     “Released Claims” by Class Members (including the Plaintiffs in their capacity as  
23 settlement Class Members) means all causes of action that were or reasonably could have been  
24 brought based on the facts and legal theories alleged in the Action, as well as all of the following  
25 legal claims: (a) any and all claims for unpaid wages, including, but not limited to, claims for  
26 minimum, overtime, and double-time wages, the failure to pay for all hours worked, alleged  
27 improper deductions of time worked, and the failure to pay for all hours worked at correct rates;  
28 (b) any and all claims for meal period violations, including claims for late, short, interrupted

1 and/or missed meal periods and/or the failure to pay premium wages, and the alleged failure to  
2 properly record meal breaks; (c) any and all claims for rest break violations, including claims for  
3 late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages; (d) any  
4 and all claims for improper or inaccurate itemized wage statements, including any alleged  
5 violations of Labor Code Section 226(a)(1)-(9), and including claims for injuries suffered  
6 therefrom; (e) any and all claims for waiting time penalties under Labor Code Section 203 based  
7 on the facts, claims, causes of action, or legal theories alleged in the Action; (f) any and all claims  
8 for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code  
9 Section 2699 et seq. ("PAGA") premised on the facts, claims, causes of action, or legal theories  
10 described herein or in the Action; (g) any and all claims under the Business & Professions Code  
11 (including Section 17200 et seq.) premised on the facts, claims, or legal theories described herein  
12 or in the Action, including, but not limited to, allegations of unpaid overtime and minimum wages,  
13 and the alleged failure to provide compliant meal periods and rest breaks; (h) any and all claims  
14 under 29 U.S.C. § 216(b) of the Fair Labor Standards Act, premised on the facts, claims, or legal  
15 theories described herein or in the Action, including 29 U.S.C. §§ 206, 207, and 255; and (i) the  
16 alleged violation of, or claims for relief pursuant to, Labor Code Sections 201, 202, 203, 204,  
17 206.5, 210, 218.5, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 2698 et seq. (the  
18 PAGA), and IWC Wage Order 5-2001. The Class Members are also barred according to a Civil  
19 Code Section 1542 release that is limited to the Released Claims herein. Each and every ISP  
20 check will include an endorsement confirming that by cashing the check, the SCMs are releasing  
21 the Released Claims.

22           30. "Released Parties" means all of the following: SSC Carmichael Operating  
23 Company LP (dba) Mission Carmichael HealthCare Center; SSC Carmichael Operating GP. LLC;  
24 SSC Carmichael Management Company LP; SavaSeniorCare Administrative Services, LLC;  
25 SavaSeniorCare, LLC; SavaSeniorCare Consulting, LLC; SSC San Jose Operating Company LP  
26 dba Courtyard Care Center; SSC Pittsburg Operating Company LP dba Diamond Ridge  
27 Healthcare Center; SSC Oakland Excell Operating Company LP dba Excel Health Care Center;  
28 and SSC Tarzana Operating Company LP dba Tarzana Health & Rehabilitation Center, as well as

1 each of their divisions, affiliates, parents, subsidiaries, successors, assigns and operating  
2 companies, including but not limited to, the respective officers, directors, employees, agents,  
3 insurers, and affiliates of each of them, and any individual or entity which could be jointly liable  
4 with Defendant.

5 31. “Request for Exclusion” refers to a formal request to be excluded from the  
6 Settlement Agreement as described in the “Requests for Exclusion” section herein.

7 32. “Response Deadline” means the date forty-five (45) days after the Settlement  
8 Administrator mails Notices to Class Members, and the last date on which Class Members may  
9 submit requests for exclusion or objections to the Settlement Agreement.

10 33. “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA  
11 Settlement Agreement.

12 34. “Settlement Administrator” means Phoenix Settlement Administrators, as approved  
13 by the Court.

14 35. “Settlement Administration Costs” means the amount to be paid to the Settlement  
15 Administrator from the MSA for administration of this Settlement.

16 36. “Settlement Class Members” (“**SCM**”) means all SCMs who do not submit a  
17 request for exclusion. SCMs will be bound by the Released Claims and by the terms of the  
18 Settlement Agreement and any final judgment entered in this Action.

19 37. “Workweek” means the seven consecutive days starting on and including Monday  
20 through and including Sunday (a “week”) during which time the Class Data reflects that a given  
21 SCM worked during the Class Period at any point in time for any amount of time during a given  
22 week, and does not include weeks when an SCM was on PTO, a leave of absence, jury duty, or the  
23 like for the entire week.

24 **II. RECITALS**

25 38. Class Certification. The Parties stipulate and agree to certification of a “Settlement  
26 Class” for the purposes of this Settlement Agreement only. Should the Settlement Agreement not  
27 obtain Court approval and become final and effective, class certification shall immediately be set  
28 aside and the Settlement Class immediately decertified. The Parties’ stipulation to class



1 certification as part of the Settlement Agreement shall not be considered in connection with the  
2 issue of whether a class should be certified in this Action or any other action, and shall not be  
3 admissible in any such proceeding other than in the context of this Settlement Agreement.

4       39.     Procedural History. On March 7, 2018, Plaintiffs filed a putative class action  
5 Complaint (United States District Court, Northern District of California, Case No. 5:18-cv-01472),  
6 asserting claims against the Defendant, including claims for failure to pay minimum and overtime  
7 wages under the FLSA and California law; failure to provide compliant meal and rest breaks and  
8 related premium payments; failure to provide compliant wage statements; failure to pay final  
9 wages; and unfair business practices in violation of California Business and Professions Code §  
10 17200 *et seq.* On May 1, 2018, Plaintiffs filed a First Amended Complaint (N.D. Cal. Case No.  
11 5:18-cv-01472, Dkt. No. 12) alleging the same claims in the original complaint, and adding claims  
12 for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor  
13 Code §§ 2698 *et seq.* (the “Federal FAC”) The Parties litigated this case extensively, including  
14 discovery and motions to compel the arbitration of the individual claims of the Plaintiffs. On  
15 October 7, 2019, the Norther District dismissed Plaintiffs’ statutory wage and hour class action  
16 claims, granted Defendant’s motion to compel the arbitration of the Plaintiffs’ claims on an  
17 individual basis only, and stayed the PAGA claims pending the arbitrations. Thereafter, the  
18 Parties agreed to proceed to mediation.

19       40.     Mediation. The mediation took place on January 22, 2020. The mediation was  
20 conducted by Louis Marlin, an experienced wage and hour mediator. No settlement was reached  
21 that day, but the Parties continued to work on resolving the case, and eventually worked out the  
22 terms of this Settlement Agreement, and respectfully seek Court approval.

23       41.     Complaint. As a result of the mediated settlement, and thus by agreement of the  
24 Parties, on May 15, 2020, Plaintiffs filed the Complaint in this court, (Sacramento County  
25 Superior Court Case No. 34-2020-00278767) alleging the same claims in the Federal FAC.

26       42.     Benefits of Settlement Agreement to Settlement Class Members. Plaintiffs and  
27 Class Counsel recognize the expense and length of continued proceedings necessary to litigate this  
28 Action through trial and potential appeals. Plaintiffs have also taken into account the uncertainty

1 and risk of the outcome of further litigation and arbitration, and the difficulties and delays inherent  
2 in such proceedings. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary  
3 to establish liability for the claims asserted in the Action, both generally and in response to  
4 Defendant's defenses, and the difficulties in establishing damages for the Class Members. Thus,  
5 Plaintiffs and Class Counsel have determined that the terms set forth in this Settlement Agreement  
6 are fair, adequate and reasonable, and in the best interests of the Settlement Class Members.

7 43. Defendant's Reasons for Settlement Agreement. Defendant has concluded that  
8 further defense of this Action would be protracted and expensive for all Parties. Substantial  
9 amounts of Defendant's time and resources have been, and unless this Settlement Agreement is  
10 completed, will continue to be devoted to the defense of the Action. Defendant has also taken into  
11 account the risks of further litigation in reaching its decision to enter into this Settlement  
12 Agreement. Defendant firmly contends that it is not liable for any of Plaintiffs' claims, but has  
13 agreed to settle along the terms set forth in this Settlement Agreement to fully resolve the Action.

14 44. Class Members' Claims. The Class Representatives claim that their allegations  
15 have merit in regards to the putative Class Members. This Settlement Agreement is a compromise  
16 of disputed claims. The monies paid in this Settlement Agreement are genuinely disputed and the  
17 Parties agree that the provisions of Labor Code section 206.5 do not apply to this Settlement  
18 Agreement. Nothing in this Settlement Agreement or its exhibits, and no action taken to carry out  
19 this Settlement Agreement may be construed or used as an admission by or against the putative  
20 Class Members or Class Counsel as to the merits of the claims asserted.

21 45. Defendant's Defenses. Defendant claims that the Released Claims have no merit.  
22 This Settlement Agreement is a compromise of disputed claims. The Settlement funds are  
23 genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 do not  
24 apply to this Settlement Agreement. Nothing in this Settlement Agreement or its exhibits, and no  
25 action taken to carry out this Settlement Agreement may be construed or used as an admission by  
26 or against Defendant as to the merits of the claims asserted.

27  
28

**III. TERMS OF SETTLEMENT AGREEMENT**

46. Settlement Agreement Consideration by Defendant. Defendant shall pay the MSA and nothing more than the MSA, in the total amount of nine-hundred forty-five thousand dollars (\$942,500).

47. Released Claims by the Settlement Class Members. If the Court approves the Settlement, each Class Member who has not excluded themselves from the Settlement will be bound by the Settlement, and thereby release Defendant of all causes of action that were or reasonably could have been brought based on the facts and legal theories alleged in the Action, including the Released Claims as defined herein. Pursuant to Civil Code Section 1542, Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Settlement, the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims.

48. General Release of Claims By Plaintiffs. In exchange for the consideration in this Settlement Agreement, Plaintiffs, for themselves and their heirs, successors and assigns, hereby waive, release, acquit and forever discharge the Released Parties from any and all Released Claims as well as any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs' behalf as of the date they sign this Settlement Agreement, including but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other

1 state wage and hour laws, the Americans with Disabilities Act, the Employee Retirement Income  
2 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and  
3 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's  
4 Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and  
5 any and all claims arising under any federal, state or other governmental statute, law, regulation or  
6 ordinance. Plaintiffs expressly waive and relinquish any and all claims, rights or benefits they  
7 may have under California Civil Code § 1542, which provides as follows: "A general release does  
8 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or  
9 her favor at the time of executing the release and that, if known by him or her, would have  
10 materially affected his or her settlement with the debtor or released party." Plaintiffs may later  
11 discover claims or facts in addition to, or different from, those which they know or believe to  
12 exist, but they expressly agree to fully, finally and forever settle and release any and all claims  
13 against the Released Parties, known or unknown, suspected or unsuspected, which exist or may  
14 exist at the time they sign this Settlement Agreement, including, but not limited to, any and all  
15 claims relating to or arising from Plaintiffs' employment with Defendant. The Parties further  
16 acknowledge, understand and agree that this Settlement Agreement would not have been finalized  
17 without this representation and commitment from the Plaintiffs.

18       49.     Conditions Precedent: This Settlement Agreement will become final and effective  
19 only upon the occurrence of all of the following events: (a) the Court enters an order granting  
20 preliminary approval of the Settlement Agreement; (b) the Court enters an order granting final  
21 approval of the Settlement Agreement and a Final Judgment; and (c) The Effective Date occurs.

22       50.     Nullification of Settlement Agreement. In the event that this Settlement Agreement  
23 is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or  
24 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete  
25 resolution of the claims as described herein, then (a) this Settlement Agreement shall be void ab  
26 initio and of no force or effect, and shall not be admissible in any judicial, administrative or  
27 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (b) the  
28 conditional class certification (obtained for any purpose) shall be void ab initio and of no force or

1 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any  
2 purpose or with respect to any issue, substantive or procedural; and (c) none of the Parties to this  
3 Settlement Agreement will be deemed to have waived any claims, objections, defenses or  
4 arguments in the Action, including with respect to the issue of class certification.

5 51. Certification of the Settlement Class. The Parties stipulate to conditional class  
6 certification of the Settlement Class for the Class Period for purposes of the Settlement Agreement  
7 only, and to agree that the Plaintiffs shall be appointed as Class Representatives, and that Edward  
8 J. Wynne and Bryan J. McCormack shall be appointed Class Counsel.

9 52. Tax Liability. The Parties recognize that ten percent (10%) of each ISP to be paid  
10 to each SCM (other than the Service Awards to the Plaintiffs) will be treated as payment of wages  
11 and will be subject to IRS Form W-2 reporting. SCMs shall be paid their ISPs, subject to  
12 reduction for the applicable employee's share of taxes and withholdings with respect to the wage  
13 portion of his or her ISP. Ninety percent (90%) of the ISPs made will be treated as payment of  
14 interest and penalties. SCMs will be issued an IRS Form 1099 for the interest and penalties  
15 portion of the ISPs, and no taxes will be withheld from these portions. The Settlement  
16 Administrator shall be responsible for calculating, withholding, and transmitting all required state  
17 and federal taxes related to the ISPs. No benefit, including but not limited to any 401(k) plan,  
18 shall increase or accrue as a result of any payment made as a result of this settlement. The SCMs  
19 will be responsible for correctly characterizing their respective settlement payments for tax  
20 purposes and paying any taxes owing on said amounts (including, without limitation, any interest  
21 or penalties required by law), other than the Corporate Payroll Taxes. Defendant shall pay all  
22 Corporate Payroll Taxes separately and in addition to the Maximum Settlement Amount.

23 53. Circular 230 Disclaimer. Each Party to this Settlement Agreement acknowledges  
24 and agrees that no provision of this Settlement Agreement, and no written communication or  
25 disclosure between the Parties or their attorneys, was intended to be relied upon as tax advice  
26 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as  
27 amended); and that each Party has relied exclusively on their own, independent legal and tax  
28 counsel for advice (including tax advice) in connection with this Settlement Agreement; and that

1 each Party is not entitled to rely upon any communication or disclosure by any attorney or advisor  
2 to avoid any tax penalty.

3 54. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file  
4 with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which  
5 shall include this Settlement Agreement. Plaintiff shall provide a courtesy draft of these papers to  
6 Defense Counsel at least seven (7) days before filing the documents.

7 55. Settlement Administrator. By accepting the role as Settlement Administrator, the  
8 Settlement Administrator is bound to all of the terms, conditions and obligations described in this  
9 Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole  
10 and exclusive responsibility for: (a) calculating the Qualified Workweeks, Payment Ratio, and the  
11 ISP for each Settlement Class Member; (b) processing and mailing payments to the Class  
12 Representatives, Class Counsel, the LWDA, and the SCMs; (c) printing and mailing the Notices to  
13 the Class Members as directed by the Court; (d) receiving and reporting objections, opt outs,  
14 Requests for Exclusion, and Notices of Objection; (e) deducting all legally required taxes from the  
15 ISPs and distributing tax forms; (f) processing and mailing any tax payments to the appropriate  
16 state and federal taxing authorities; (g) providing declaration(s) as necessary in support of  
17 preliminary and/or final approval of this Settlement Agreement; and (h) other tasks that the Parties  
18 mutually agree on, or the Court orders the Settlement Administrator to perform. The Settlement  
19 Administrator shall keep the Parties timely apprised of the performance of its duties. Defendant  
20 and their Counsel shall have no responsibility for validating or ensuring the accuracy of the  
21 Settlement Administrator's work. Plaintiffs, Class Counsel, Defendant and Defense Counsel shall  
22 not bear any responsibility for errors or omissions in the calculation or distribution of the ISPs or  
23 any other distribution of monies contemplated by this Settlement Agreement.

24 56. Notice Procedure.

25 a. Class Data. The Class Data shall be confidential. The Settlement  
26 Administrator shall not provide the Class Data to Class Counsel or Plaintiffs or any  
27 third party, or use the Class Data or any of its information for any purpose other  
28 than to administer this Settlement Agreement. Defendant shall provide the

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Settlement Administrator with the Class Data to prepare and mail the Notices to the SCMs. This shall take place within fourteen (14) calendar days after the date that both of the following has occurred: (a) the Preliminary Approval Date; and (b) the date on which Defendant receives sufficient and reasonable written assurances from the Settlement Administrator that the Administrator will maintain the confidentiality of the Class Data.

b. Notices.

- i. The Notice of Class Action and PAGA Settlement Agreement mailed out to Class Members (the “Notice”) shall be in a form substantially similar to the form attached as Exhibit 1. The Notice shall inform Class Members to notify the Settlement Administrator of their current mailing address where the ISP should be mailed following the Effective Date. The Notice shall include the release to be given by each SCM in exchange for the ISP.
- ii. The Notice shall also provide each SCM’s starting and ending dates of employment in a class position during the Settlement Class Period, the number of Qualified Workweeks calculated by the Settlement Administrator, and the Settlement Administrator’s calculation of each SCM’s estimated ISP.
- iii. The Notice’s mailing envelope shall include the following language:  
“IMPORTANT LEGAL DOCUMENT- YOU MAY GET MONEY FROM A CLASS ACTION SETTLEMENT AGREEMENT; A PROMPT REPLY IS REQUIRED TO PRESERVE YOUR RIGHTS.”

c. Notice By First Class U.S. Mail. No later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice to all Class Members via regular First Class U.S. Mail. The Settlement Administrator

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shall exercise its best judgment to determine the current mailing address for each Class Member.

- d. Undeliverable Notices. Any Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address, email address, social media, and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. If any Notices sent to SCMs currently employed by Defendant are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed SCM provide a corrected address to the Defendant to forward to the Settlement Administrator. Class Members who received a re-mailed Notice shall have their Response Deadline extended fifteen calendar (15) days from the original Response Deadline.
- e. Disputes Regarding ISPs. SCMs will have the opportunity, should they disagree with the estimated number of Qualified Workweeks stated on their Notice, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any ISP under the terms of this Settlement Agreement, and that determination shall be binding upon the SCM and the Parties.
- f. Disputes Regarding Administration of Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement Agreement will be resolved by the Court under the laws of



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the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Requests for Exclusion.

- i. The Notice shall include an explanation that Class Members who wish to exclude themselves from the Settlement Agreement must submit a written Request for Exclusion by the Response Deadline. The written Request for Exclusion must state that the Class Member has decided to exclude himself or herself from the Settlement Agreement and (1) must contain the name, address, and the last four digits of the Social Security number and/or Employee ID number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) contain a typewritten or handwritten notice stating in substance: “I wish to opt out of the Settlement Agreement of the class action lawsuit involving Sava Senior Care filed in the Superior Court of California, County of Sacramento.”
- ii. The Request for Exclusion will not be valid if it is not timely submitted, or if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be Settlement Class Members (“SCMs”) who are bound by all terms of the Settlement

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Agreement, and any final judgment entered in this Action, if the Settlement Agreement is approved by the Court.

iii. Any Class Member who requests to be excluded from the Settlement Agreement will not be entitled to any recovery under the Settlement Agreement and will not be bound by its terms or have any right to object, appeal or comment on it. Nothing in this Settlement Agreement can be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.

iv. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.

v. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement Agreement.

h. Objections.

i. The Notice shall state that SCMs who wish to object to the Settlement Agreement must mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of the mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely.

ii. SCMs who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Agreement Fairness Hearing in order to have their objections heard by the Court. The Notice of Objection must be signed by the SCM and state the case name and number, the name and address of the SCM, the last four

1 digits of the SCM’s Social Security number and/or Employee ID  
2 number, the basis for the objection, and if the SCM intends to  
3 appear at the Final Approval/Settlement Agreement Fairness  
4 Hearing. SCMs who fail to make objections in the manner specified  
5 above shall be deemed to have waived any objections and shall be  
6 foreclosed from making any objections (whether by appeal or  
7 otherwise) to the Settlement Agreement.

8 iii. At no time shall any of the Parties or their counsel seek to solicit or  
9 otherwise encourage SCMs to object to the Settlement Agreement or  
10 appeal from the Order and Final Judgment.

11 iv. Class Members who submit a written Request for Exclusion are not  
12 entitled to object to the Settlement Agreement.

13 v. The Settlement Administrator shall send all objections to Class  
14 Counsel and Defense Counsel. Class Counsel will be responsible  
15 for filing the Notices of Objection with the Court in advance of the  
16 Final Approval Hearing. Plaintiff and/or Defendant may file  
17 oppositions to Notices of Objection prior to the date of the Final  
18 Approval/Settlement Agreement Fairness Hearing.

19 vi. Defendant shall not be responsible for the fees, costs, or expenses  
20 incurred by Plaintiff, Class Counsel, or SCMs arising from or  
21 related to any objection to the Settlement Agreement or related to  
22 any appeals thereof.

23 57. Funding and Allocation of the Maximum Settlement Amount. Upon satisfaction of  
24 the preconditions described in this Settlement Agreement, and pursuant to the timeline and  
25 instructions below, Defendant will deposit the MSA into a Qualified Settlement Fund to be  
26 established by the Settlement Administrator.

27 58. Funding Due Date. The MSA shall be paid as follows:  
28 a) \$192,500 on the later date of either June 1, 2020, or within ten (10) court days after

- 1 the Court approves the Settlement Agreement (the “First Deposit”).
- 2 b) \$250,000 on the later date of either July 1, 2020, or within ten (10) court days after
- 3 the Court approves the Settlement Agreement (the “Second Deposit”).
- 4 c) \$250,000 on the later date of either August 1, 2020, or within ten (10) court days
- 5 after the Court approves the Settlement Agreement (the “Third Deposit”).
- 6 d) \$250,000 on the later date of either September 1, 2020, or within ten (10) court
- 7 days after the Court approves the Settlement Agreement (the Fourth Deposit”).
- 8 e) The settlement payments will be paid to the Settlement Administrator who will
- 9 deposit the sums in an interest-bearing account. Once all settlement payments have been
- 10 made, and after the Effective Date of this Settlement occurs, the Settlement Administrator
- 11 shall disburse the MSA plus any accrued interest as set forth herein. All interest earned
- 12 shall inure to the benefit of the aggrieved employees as defined herein and class counsel.

13 59. Individual Settlement Payments. ISPs shall be paid from the NSA and shall be paid  
14 pursuant to the following formula:

- 15 a. Calculation of Individual Settlement Payments (“ISPs”). Using the Class
- 16 Data, the Settlement Administrator will calculate the total Qualified Workweeks for
- 17 all SCMs. The respective Qualified Workweeks for each SCM will be divided by
- 18 the total Qualified Workweeks for all SCMs, resulting in the Payment Ratio for
- 19 each individual SCM. Each SCM’s Payment Ratio will then be multiplied by the
- 20 NSA to calculate each SCM’s estimated ISP. The ISP will be provided only to the
- 21 individual SCM. Each ISP will be reduced by any legally mandated employee tax
- 22 withholdings (e.g., employee payroll taxes, etc.). The ISP checks will include an
- 23 endorsement confirming that by cashing the check, each SCM is releasing state and
- 24 federal claims covered by the Released Claims.
- 25 b. Tax Allocation. For tax purposes, each ISP shall be allocated as follows:
- 26 10% as wages subject to IRS Form W-2 reporting and applicable
- 27 taxes/withholdings, and 90% as statutory and civil damages and penalties for which
- 28 an IRS Form 1099 will be issued.

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c. Mailing. ISPs shall be mailed by regular, First Class, U.S. Mail to each SCM no later than ten (10) days after the Effective Date.

d. Uncashed Checks. Any checks issued to SCMs shall remain valid and negotiable for one hundred and eighty (180) days after the date they are issued. The Settlement Administrator will mail a reminder notice to those SCMs who have not cashed their checks after one hundred twenty (120) days and will also send a reminder via any available email address or social media for these SCMs. In the event an ISP check has not been cashed within one hundred and eighty (180) days, then such funds will be tendered to the California Department of Industrial Relations Unpaid Wage Fund (see Cal. Lab. Code § 96.6) for the benefit of the SCMs who did not cash their checks until such time as they claim their property. The Settlement Administrator shall prepare a report regarding the extent of unclaimed funds, and the report shall be presented to the Court by Class Counsel.

e. Class Representative Service Awards (“Service Awards”).

i. Defendant agrees not to oppose or object to Class Representative Service Awards of up to five thousand dollars (\$5,000) to each Class Representative (Naomi Farfan and Lollie Webster) in exchange for her General Release of claims, including the Released Claims, and for her time, effort and risk in bringing and prosecuting this matter. The Service Awards shall be in addition to each Class Representative’s ISP as an SCM.

ii. The Settlement Administrator shall pay the Service Awards to each Class Representative from the MSA after the Effective Date. Any portion of the requested Service Awards that is not awarded to a Class Representative shall become part of the NSA.

iii. The Settlement Administrator shall issue an IRS Form 1099 - MISC to each Class Representative for the Service Award. Each Class

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Representative shall be solely and legally responsible to pay any and all applicable taxes on the Service Award.

iv. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement Agreement, which shall remain binding.

f. Class Counsel Award.

i. In consideration for settling the Action and for all Released Claims to the Released Parties, as well as the General Release of claims by the Class Representatives, Class Counsel intends to apply for an award of attorneys' fees not to exceed three-hundred thirty thousand seven-hundred and fifty dollars (\$329,875), plus costs and expenses supported by declaration not to exceed twelve thousand dollars (\$12,000.00). These amounts will be issued out of the MSA.

ii. Class Counsel, Plaintiffs and the SCMs will not apply to the Court for any additional payment of attorney fees and costs, or for an increase in the MSA. The Parties agree that, over and above the Court-approved Class Counsel Award, each of the Parties, including all SCMs, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, or prosecution of the Action; the negotiation, execution, or implementation of this Settlement Agreement; and/or the process of obtaining, administering, or challenging an Order Granting Preliminary Approval and/or Final Approval.

iii. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the NSA and shall be distributed to SCMs as provided in this Settlement Agreement.

iv. The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the MSA after the Effective Date.

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v. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 - MISC to Class Counsel for the payment.

vi. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement Agreement, except that Class Counsel may appeal the Court’s ruling on the award of attorneys’ fees and costs.

g. PAGA Penalties Fund. One-hundred thousand dollars (\$100,000) shall be allocated from the MSA for the release of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the Fund, or \$75,000, to the California Labor and Workforce Development Agency (the “PAGA Payment”) after Defendant provides funds to the Settlement Administrator for disbursement under this Settlement Agreement. Twenty-five (25%) of the remaining amount of the \$100,000 payment, or \$25,000, will remain in the NSA and distributed as described in this Settlement Agreement. Class Counsel will take all action required by California Labor Code section 2699(I).

h. Settlement Administrator Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement Agreement from the MSA. Based upon estimates received, the Settlement Administrator Costs shall not exceed twelve thousand dollars (\$12,000). The Settlement Administrator shall be paid the Settlement Administrator Costs after Defendant provides funds to the Settlement Administrator for disbursement under this Settlement Agreement.

1           60.     Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
2 accomplish the terms of this Settlement Agreement, including but not limited to, the execution of  
3 necessary documents and to take such other action as may be reasonably necessary to implement  
4 the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement  
5 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense  
6 Counsel, take all necessary steps to secure the Court’s Preliminary and Final Approval of this  
7 Settlement Agreement. The Parties also agree to cooperate in the Settlement Administrator  
8 process. The Parties each represent they do not have any financial interest in the Settlement  
9 Administrator or otherwise have a relationship with the Settlement Administrator that could create  
10 a conflict of interest. Class Counsel will also notify Defense Counsel if subpoenaed or upon  
11 receipt of any other request for documents or information regarding any other lawsuit filed, or  
12 potential lawsuit, against the Released Parties that covers or includes any SCMs and the Released  
13 Claims.

14           61.     Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
15 request the preliminary approval of the Settlement Agreement, and the setting of a date for a Final  
16 Approval/Settlement Agreement Fairness Hearing. The Preliminary Approval Order shall provide  
17 for the Notice of Class Action and PAGA Settlement (the “Notice”) to be sent to all Class  
18 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff  
19 shall submit this Settlement Agreement and the proposed Notice. Plaintiff shall provide drafts of  
20 all papers filed in support of preliminary approval to Defense Counsel at least seven (7) days prior  
21 to filing the documents.

22           62.     Final Approval Motion. At the earliest practicable time following the expiration of  
23 the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final  
24 Approval and Entering Judgment, requesting final approval of the Settlement Agreement and a  
25 determination of the amounts payable for the Service Awards, the Class Counsel Award, the  
26 PAGA Payment, and the Settlement Administration Costs. Plaintiff shall provide drafts of these  
27 papers to Defense Counsel at least seven (7) days prior to filing the documents.

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- 1           a.     Declaration by Settlement Administrator. The Settlement Administrator  
2                     shall submit a declaration in support of Plaintiffs’ motion for final approval  
3                     of this Settlement Agreement detailing the number of Notices mailed and  
4                     re-mailed to Class Members, the number of undeliverable Notices, the  
5                     number of timely requests for exclusion, the number of Notices of  
6                     Objections received, the amount of the average ISP, the Settlement  
7                     Administration Costs, and any other information as the Parties mutually  
8                     agree on, or that the Court orders the Settlement Administrator to provide.
- 9           b.     Final Approval Order and Judgment. The Parties shall present an Order  
10                    Granting Final Approval of Class Action and PAGA Settlement Agreement  
11                    to the Court for its approval, and Judgment thereon consistent with the  
12                    terms and conditions of this Settlement Agreement.

13           63.    Review of Motions for Preliminary and Final Approval. Class Counsel will  
14                   provide an opportunity for Defense Counsel to review the Motions for Preliminary and Final  
15                   Approval prior to filing with the Court. The Parties and their counsel will cooperate and use their  
16                   best efforts to effect the Court’s approval of the Motions for Preliminary and Final Approval of  
17                   the Settlement Agreement, and entry of Judgment.

18           64.    Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
19                   Action, except such proceedings necessary to implement and complete the Settlement Agreement,  
20                   pending the Final Approval/Settlement Agreement Fairness Hearing to be conducted by the Court,  
21                   and that the time within which to bring this action to trial under California Code of Civil  
22                   Procedure Section 583.310 shall be extended from the date the Memorandum of Agreement was  
23                   signed on March 24, 2020, until the settlement is revoked and the stay is lifted.

24           65.    Nullification of Settlement Agreement. In the event that the Court does not grant  
25                   final approval, or the Court does not enter a final judgment as provided herein, or the Settlement  
26                   Agreement does not become final for any other reason, this Settlement Agreement shall be null  
27                   and void and any order or judgment entered by the Court in furtherance of this Settlement  
28                   Agreement shall be treated as void from the beginning. In such a case, the entire MSA money

1 shall be returned to the Defendant; the Parties shall proceed in all respects as if this Settlement  
2 Agreement had not been executed, except that any costs already incurred by the Settlement  
3 Administrator shall be paid by equal apportionment among the Parties; and this Agreement and its  
4 terms, and the communications, negotiations, and settlement discussions related the Action, shall  
5 be inadmissible and treated as confidential to the fullest extent allowed by law. In the event an  
6 appeal is filed from the Court’s final judgment, or any other appellate review is sought,  
7 administration of the Settlement Agreement shall be stayed pending final resolution of the appeal  
8 or other appellate review, but any fees incurred by the Settlement Administrator prior to being  
9 notified of the filing of an appeal from the Court’s Final Judgment, or any other appellate review,  
10 shall be paid to the Settlement Administrator within thirty (30) days of said notification.

11       66.     No Effect on Employee Benefits. Amounts paid to Plaintiff or other SCMs  
12 pursuant to this Settlement Agreement shall not be deemed pensionable earnings or have any  
13 effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay,  
14 retirement plans, etc.) of the Plaintiff or SCMs.

15       67.     Exhibits and Headings. The terms of this Settlement Agreement include the terms  
16 set forth in the attached Exhibits. The descriptive headings of any paragraphs or sections of this  
17 Settlement Agreement are inserted for ease of reference only and do not constitute a part of this  
18 Settlement Agreement.

19       68.     Amendment or Modification. With Court approval, this Settlement Agreement  
20 may be amended or modified only by a written instrument that is signed by counsel for all Parties  
21 or their successors-in-interest, and signed by the Parties or their successors-in-interest.

22       69.     Entire Settlement Agreement. This Settlement Agreement and its exhibits  
23 constitute the entire Settlement Agreement among the Parties, and no oral or written  
24 representations, warranties or inducements have been made to any Party concerning this  
25 Settlement Agreement or its exhibits other than the representations, warranties and covenants  
26 contained and memorialized in the Settlement Agreement and its exhibits.

27       70.     Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant  
28 and represent they are expressly authorized by the Parties whom they represent to negotiate this

1 Settlement Agreement and to take all appropriate actions needed by this Settlement Agreement to  
2 effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant  
3 represents and warrants that they are authorized to sign this Settlement Agreement on behalf of  
4 Defendant. Plaintiffs represent that they are authorized to sign this Settlement Agreement and that  
5 they have not assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of  
6 action or any rights herein released and discharged or covered by this Settlement Agreement to  
7 any third-party.

8         71.     Binding on Successors and Assigns. The provisions of this Settlement Agreement  
9 shall run in perpetuity. This Settlement Agreement shall be binding upon, and inure to the benefit  
10 of, the successors or assigns of the Parties.

11         72.     California Law Governs. All terms of this Settlement Agreement and its exhibits,  
12 and any disputes arising hereunder shall be governed by and interpreted according to the laws of  
13 the State of California.

14         73.     Counterparts. This Settlement Agreement may be executed in one or more  
15 counterparts. All executed counterparts and each of them shall be deemed to be one and the same  
16 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange  
17 among themselves copies or originals of the signed counterparts.

18         74.     This Settlement Agreement Is Fair, Adequate and Reasonable. The Parties believe  
19 that this Settlement Agreement is a fair, adequate and reasonable Settlement Agreement of this  
20 Action and have arrived at this Settlement Agreement after extensive arm's-length negotiations,  
21 taking into account all relevant factors, present and potential. The Parties further agree that this  
22 Settlement Agreement shall not be construed in favor of or against any party by reason of the  
23 extent to which any party or their counsel participated in the drafting of this Settlement  
24 Agreement.

25         75.     Jurisdiction of the Court. The Parties agree that, pursuant to California Code of  
26 Civil Procedure Section 664.6, the Court shall retain jurisdiction with respect to the interpretation,  
27 implementation and enforcement of the terms of this Settlement Agreement and all orders and  
28 judgments entered in connection to it, and the Parties and their counsel submit to the jurisdiction

1 of the Court for purposes of interpreting, implementing and enforcing the Settlement Agreement  
2 and all orders and judgments entered in connection to it.

3       76.     Publicity. Plaintiffs and Plaintiffs’ Counsel agree not to disclose or publicize the  
4 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations  
5 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,  
6 except as may be strictly required to effectuate the terms of the Settlement. For the avoidance of  
7 doubt, this section includes Plaintiffs and Plaintiffs’ Counsel’s agreement not to issue press  
8 releases, communicate with, or respond to any media or publication entities, publish information  
9 in manner or form, whether printed or electronic, on any medium or otherwise communicate,  
10 whether by print, video, recording or any other medium, with any person or entity concerning the  
11 Settlement, including the fact of the Settlement, its terms or contents and the negotiations  
12 underlying the Settlement, except as shall be contractually required to effectuate the terms of the  
13 Settlement. However, Plaintiffs’ Counsel may disclose the name of the Parties in this action, the  
14 venue/case number, and settlement details available in the public record, for the limited purpose of  
15 allowing Plaintiffs’ Counsel to prove adequacy as class counsel in other actions or for purposes of  
16 seeking approval of an unrelated settlement.

17       77.     Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
18 class certification for this Settlement only, except, however, that Plaintiffs or Class Counsel may  
19 appeal any reduction in the amount of attorney fees and costs they request from the Court, and  
20 either party may appeal any Court order that materially alters the Settlement Agreement’s terms.  
21 As noted elsewhere, in the event the Court reduces or does not approve the award of fees and costs  
22 to Class Counsel, Plaintiffs and Class Counsel shall not have the right to rescind the Settlement.

23       78.     Denial of Liability. The Parties expressly recognize that the making of this  
24 Settlement Agreement does not in any way constitute an admission or concession of wrongdoing  
25 on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation  
26 thereof, nor any statements, discussions or communications, nor any materials prepared,  
27 exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will  
28 any of the foregoing constitute, be introduced, be used or be admissible in any way in any other

1 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any  
2 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,  
3 or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may  
4 be used in any proceeding in the Court that has as its purpose the interpretation, implementation,  
5 or enforcement of the Settlement or any orders or judgments of the Court entered into in  
6 connection therewith.

7 79. Notice of Settlement Agreement to LWDA. Class Counsel shall provide notice of  
8 this Settlement Agreement to the Labor Workforce Development Agency (“LWDA”) as required  
9 by Labor Code Section 2699(1)(2).

10 80. IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA  
11 Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their  
12 attorneys as of the dates noted.

13 **IT IS SO AGREED:**

14 Dated: 07/21/2020

  
\_\_\_\_\_  
Naomi Farfan, Plaintiff

15 Dated: \_\_\_\_\_

16 Lollie Webster, Plaintiff

17 Dated: \_\_\_\_\_

18 Michael J. Angelo  
19 Authorized agent for Defendant

20 Dated: \_\_\_\_\_

21 Edward J. Wynne  
22 Wynne Law Firm  
23 Attorney for Plaintiffs  
24 *Approved as to form only except for ¶76.*

25 Dated: \_\_\_\_\_

26 Bryan J. McCormack  
27 McCormack Law Firm  
28 Attorney for Plaintiffs  
*Approved as to form only except for ¶76.*

1 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any  
2 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,  
3 or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may  
4 be used in any proceeding in the Court that has as its purpose the interpretation, implementation,  
5 or enforcement of the Settlement or any orders or judgments of the Court entered into in  
6 connection therewith.

7 79. Notice of Settlement Agreement to LWDA. Class Counsel shall provide notice of  
8 this Settlement Agreement to the Labor Workforce Development Agency (“LWDA”) as required  
9 by Labor Code Section 2699(1)(2).

10 80. IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA  
11 Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their  
12 attorneys as of the dates noted.

13 **IT IS SO AGREED:**

14 Dated: \_\_\_\_\_  
15 Naomi Farfan, Plaintiff

16 Dated: 07162020  
17 *Lollie Webster*  
18 Lollie Webster, Plaintiff

19 Dated: \_\_\_\_\_  
20 Michael J. Angelo  
21 Authorized agent for Defendant

22 Dated: \_\_\_\_\_  
23 Edward J. Wynne  
24 Wynne Law Firm  
25 Attorney for Plaintiffs  
26 *Approved as to form only except for ¶76.*

27 Dated: \_\_\_\_\_  
28 Bryan J. McCormack  
McCormack Law Firm  
Attorney for Plaintiffs  
*Approved as to form only except for ¶76.*

1 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any  
2 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,  
3 or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may  
4 be used in any proceeding in the Court that has as its purpose the interpretation, implementation,  
5 or enforcement of the Settlement or any orders or judgments of the Court entered into in  
6 connection therewith.

7 79. Notice of Settlement Agreement to LWDA. Class Counsel shall provide notice of  
8 this Settlement Agreement to the Labor Workforce Development Agency ("LWDA") as required  
9 by Labor Code Section 2699(1)(2).

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11 Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their  
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13 **IT IS SO AGREED:**

14 Dated: 07/21/2020

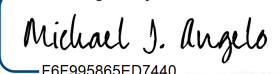
  
\_\_\_\_\_  
Naomi Farfan, Plaintiff

15 Dated: \_\_\_\_\_

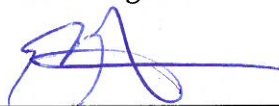
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Lollie Webster, Plaintiff

16 Dated: \_\_\_\_\_

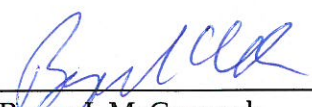
17 Dated: 7/30/2020

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\_\_\_\_\_  
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Michael J. Angelo  
Authorized agent for Defendant

18 Dated: 7/21/20

  
\_\_\_\_\_  
Edward J. Wynne  
Wynne Law Firm  
Attorney for Plaintiffs  
Approved as to form only except for ¶76.

19 Dated: 7/21/20

  
\_\_\_\_\_  
Bryan J. McCormack  
McCormack Law Firm  
Attorney for Plaintiffs  
Approved as to form only except for ¶76.

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Dated: 7/30/2020 \_\_\_\_\_

DocuSigned by:  
*Michael Nader*  
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\_\_\_\_\_  
Michael J. Nader  
OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART  
Attorney for Defendant  
*Approved as to form only*

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