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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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COUNTY OF MARIN

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12

OLMENE SERAFIN, individually and on
13 behalf of others similarly situated,

CASE NO. CIV 1904149

14

Plaintiffs,

CLASS ACTION

15

vs.

[Assigned for All Purposes to:
The Hon. Andrew E. Sweet, Courtroom E]

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ALDERSLY and DOES 1 through 50,

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

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Defendants.

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individually and on behalf of others similarly situated

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Olmene Serafin (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated, and Defendant Aldersly (“Defendant”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

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

1. “Action” means the civil lawsuit Plaintiff filed against Defendant, styled *Olmene Serafin, individually and on behalf of others similarly situated, Plaintiff, vs. Aldersly and Does 1 through 50, Defendants*, on November 12, 2019, in the Superior Court of California, in and for the County of Marin, case number CIV1904149. On January 21, 2020, Plaintiff filed an amended complaint, asserting various class and representative wage-and-hour claims the subject of this Settlement Agreement.

2. “Appeal” means a timely appeal by a Class Member to the Order and Judgment approving the Settlement, or an appeal by one of the Parties to an order that materially alters the Settlement.

3. “Attorneys’ Fees” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action. Class Counsel will request not more than one-third (33.33%) of the Class Settlement Amount in Attorneys’ Fees, to be paid out of the Class Settlement Amount. The estimated Class Counsel’s Attorneys’ Fees is One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Zero Cents (\$133,333.00) in attorneys’ fees, which is one-third (33.33%) of the Class Settlement Amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00).

4. “Attorneys’ Costs” means costs incurred by Class Counsel in this Action associated with prosecuting the Action, performing tasks associated with settlement efforts, documenting the Settlement, performing tasks required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, monitoring the Settlement, obtaining entry of an Order and

1 Judgment approving the Settlement, and expenses for any expert, and other similar costs.
2 Defendant has agreed and will not to oppose Class Counsel’s request for Attorneys’ Costs in an
3 amount not to exceed Nineteen Thousand Dollars and Zero Cents (\$19,000.00), to be paid out of
4 the Class Settlement Amount.

5 5. “Class Counsel” means Justian Jusuf of the Law Office of Justian Jusuf, APC, and
6 Sahag Majarian II of the Law Offices of Sahag Majarian II.

7 6. “Class List” means a complete list of all Class Members that Defendant will
8 diligently and in good faith compile from their records and provide to the Settlement
9 Administrator and to Class Counsel within twenty-one (21) days after entry of an Order granting
10 Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office
11 Excel or other computer-readable format and will include each Class Member’s full name; most
12 recent mailing address and telephone number; Social Security number; dates of employment; the
13 verified number of paychecks received during the Class Period while in Defendant Aldersly’s
14 employ; and any other relevant information needed to calculate settlement payments and for the
15 Settlement Administrator to perform any other tasks associated with the administration of the
16 settlement.

17 7. “Class Member(s)” or “Settlement Class” means any and all persons who have
18 been employed by Aldersly d/b/a Aldersly Retirement Home, as non-exempt employees in
19 California at any time during the Class Period.

20 8. “Class Notice” means the Notice of Class Action Settlement substantially in the
21 form attached hereto as Exhibit A, and approved by the Court.

22 9. “Class Period” means the period from November 12, 2015, through the date of
23 Preliminary Approval.

24 10. “Class Representative” means Plaintiff Olmene Serafin.

25 11. “Class Settlement Amount” means the exact amount of Four Hundred Thousand
26 Dollars and Zero Cents (\$400,000.00), to be paid by Defendant in full satisfaction of all claims
27 alleged in the Action or that could have been alleged in the Action, based on the operative facts
28 alleged therein, which includes all Individual Settlement Payments to Participating Class

1 Members, the Labor and Workforce Development Agency Payment, Attorneys’ Fees and Costs,
2 the Class Representative Enhancement Payment, and Settlement Administration Costs. There is a
3 total of approximately 238 Class Members, and they worked a total of approximately 18,160
4 workweeks. If the actual number of Class Members exceeds 15% (Fifteen Percent) of 238 or the
5 actual total workweeks exceeds 15% (Fifteen Percent) of 18,160, the Class Settlement Amount
6 shall increase proportionally by the increase in the class size or workweeks, whichever is greater,
7 to be paid by Defendant. Any employer-side payroll taxes required by law, including the
8 employer-side FICA, FUTA, and SDI contributions, will be paid by Defendant separately and
9 apart from the Class Settlement Amount. There will be no reversion of any portion of the Class
10 Settlement Amount to Defendant.

11 12. “Court” means the Marin County Superior Court.

12 13. “Defendant” refers to Aldersly d/b/a Aldersly Retirement Home.

13 14. “Effective Date” shall be when Final Approval of the Settlement can no longer be
14 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn
15 with Court approval by the time of the Final Approval Hearing), five (5) calendar days following
16 Notice of Entry of Judgment. If objections are heard by the Court and overruled, and no appeal is
17 taken of the Judgment by an objector, then the Effective Date shall be sixty-five (65) calendar
18 days after Notice of Entry of Judgment. If any appeal is taken from the Court’s overruling of any
19 objections to the Settlement, then the Effective Date shall be ten (10) calendar days after all
20 appeals are withdrawn or after an appellate decision affirming the Final Approval and Judgment
21 becomes final.

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

24 16. “Individual Settlement Payment” means each Participating Class Member’s
25 respective share of the Net Settlement Amount.

26 17. “Labor and Workforce Development Agency Payment” means the payment of
27 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Class Settlement Amount to the
28 California Labor and Workforce Development Agency for its portion of the civil penalties paid

1 under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab.
2 Code §§ 2698, *et seq.* The \$15,000 represents 75% of the \$20,000 allocated for settlement of
3 claims for civil penalties pursuant to PAGA.

4 18. “Net Settlement Amount” means the portion of the Class Settlement Amount
5 remaining after deducting each Class Representative’s Enhancement Payment, the Labor and
6 Workforce Development Agency Payment, Class Counsel’s Attorneys’ Fees and Costs, and
7 Settlement Administration Costs. The entire Net Settlement Amount will be distributed to
8 Participating Class Members. There will be no reversion of any portion of the Net Settlement
9 Amount to Defendants.

10 19. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to
11 section 664.5(c) of the California Code of Civil Procedure filed and served by Plaintiff.

12 20. “Notice of Objection and/or Notice of Intent to Appear” means a Class Member’s
13 valid and timely written objection to the Settlement Agreement, a Class Member’s valid and
14 timely written statement of intent to appear, either personally or through counsel, at the Final
15 Approval Hearing, or both. For a Notice of Objection to be valid, it must include: (i) the
16 objector’s full name, signature, address, and telephone number; (ii) a written statement of all
17 grounds for the objection accompanied by any legal support for such objection; and (iii) copies of
18 papers, briefs, or other documents upon which the objection is based, if any. For a Notice of
19 Intent to Appear to be valid, it must include: (i) the objector’s full name, signature, address, and
20 telephone number; and (ii) a brief written statement explaining why the objector wishes to appear
21 and be heard at the Final Approval Hearing. A Class Member may combine a Notice of Objection
22 and Notice of Intent to Appear in one submission. Absent good cause found by the Court, any
23 Class Member who does not submit a timely written Notice of Objection and/or Notice of Intent to
24 Appear to the Settlement Administrator, or who fails to otherwise comply with the specific
25 requirements of this paragraph, will be foreclosed from objecting to the Settlement and seeking
26 any adjudication or review of the Settlement, by appeal or otherwise.

27 21. “Parties” means Plaintiff and Defendant collectively.

28 22. “Participating Class Member” means any Class Member who does not submit a

1 timely and valid Request for Exclusion.

2 23. “Plaintiff” means Olmene Serafin.

3 24. “Plaintiffs’ Counsel” means Justian Jusuf of the Law Office of Justian Jusuf, APC,
4 as well as Sahag Majarian II of the Law Offices of Sahag Majarian II.

5 25. “Preliminary Approval” means the Court order granting preliminary approval of
6 the Settlement.

7 26. “Released Claims” means any and all causes of action, claims, rights, damages,
8 punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative
9 complaint or which could reasonably have been alleged in the operative complaint based on the
10 facts alleged therein that arose during the Class Period including but not limited to: (a) any
11 alleged failure by any Defendant (1) to pay wages, minimum wages, or overtime; (2) to provide
12 legally compliant meal or rest periods or compensation in lieu thereof; (3) to pay all wages due
13 upon separation of employment; (b) any right or claim based on any (1) on-duty meal or rest
14 period imposed or required by Defendant; or (2) off-the clock work imposed or required by
15 Defendant; (c) any right or claim for civil penalties pursuant to PAGA, or any penalties arising
16 under the California Labor Code or Wage Orders based on the alleged failures set forth herein; (d)
17 any right or claim for restitution arising out of unfair business practices in violation of California
18 Business & Professions Code §§ 17200, *et seq.*, based on the alleged failures set forth herein; (e)
19 any violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 203, *et. seq.*, based on the
20 facts alleged in the operative complaint; and (f) any violation of the California Labor Code arising
21 from or related to the conduct alleged herein, including, without limitation, violation of Labor
22 Code Sections 201, 202, 203, 218.5, 218.6, 221, 226, 226.3, 226.6, 226.7, 450, 510, 512, 558,
23 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, or any other ordinance, rule,
24 regulation, or statute, whether federal, state, or administrative, or similar causes of action that any
25 Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or
26 could have been alleged based on the factual allegations in the operative complaint.

27 27. “Released Parties” means Defendant and any and all of its affiliated companies
28 and its respective parent companies, subsidiaries, affiliates, shareholders, members, mangers,

1 managees, agents (including, without limitation, any investment bankers, accountants, insurers,
2 reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators,
3 third-party administrators, consultants, contractors, representatives, partners, and any past, present
4 or future officers, directors, and employees) and any other person acting on their behalf or on
5 whose behalf they acted, as well as any predecessors, successors, and assigns).

6 28. "Request for Exclusion" means a timely letter submitted by a Class Member
7 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set
8 forth the name, address, telephone number and last four digits of the Social Security Number of
9 the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to
10 the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included
11 in the Settlement; and (v) be postmarked on or before the Response Deadline.

12 29. "Response Deadline" means the deadline by which Class Members must postmark
13 to the Settlement Administrator Requests for Exclusion, or postmark or file Notices of Objection
14 and/or Notices of Intent to Appear to the Court and counsel for the Parties. The Response
15 Deadline will be thirty (30) calendar days from the initial mailing of the Class Notice by the
16 Settlement Administrator, unless the thirtieth (30th) day falls on a Sunday or Federal holiday, in
17 which case the Response Deadline will be extended to the next day on which the U.S. Postal
18 Service and the Marin County Superior Court are open.

19 30. "Settlement Administration Costs" means the costs to the Settlement Administrator
20 for administering this Settlement, including, but not limited to, translating the Class Notice into
21 Spanish, printing and mailing the Class Notice in English and Spanish, maintaining a web site and
22 toll-free telephone number, tax reporting, distributing the Class Settlement Amount, and providing
23 necessary reports and declarations, as requested by the Parties or the Court, and performing other
24 usual and customary tasks for administering a class action settlement. Unless otherwise agreed to
25 by the Parties and approved by the Court, the total Settlement Administration Costs shall not
26 exceed Seven Thousand Dollars and Zero Cents (\$7,000.00).

27 31. "Settlement Administrator" means Phoenix Class Action Settlement
28 Administrators, or any other third-party class action settlement administrator agreed to by the

1 Parties and approved by the Court for the purposes of administering this Settlement. The Parties
2 each represent that they do not have any financial interest in the Settlement Administrator or
3 otherwise have a relationship with the Settlement Administrator that could create a conflict of
4 interest.

5 32. "Paycheck" or "Paychecks" refers to the regular bi-weekly wages for hours worked
6 received by a Class Member.

7 **TERMS OF AGREEMENT**

8 The Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as
9 follows:

10 33. Funding of the Class Settlement Amount. Defendant will make a deposit of the
11 Class Settlement Amount via wire transfer into a Qualified Settlement Account ("QSA") to be
12 established by the Settlement Administrator in the exact amount of Four Hundred Thousand
13 Dollars and Zero Cents (\$400,000.00), or a higher amount if the actual number of Class Members
14 exceeds 15% (Fifteen Percent) of 238 or the actual total workweeks exceeds 15% (Fifteen Percent)
15 of 18,160, as provided hereinabove, with said higher amount to be proportional to the increase in
16 the class size or workweeks, whichever is greater, in excess of 15%, plus the employer's portion
17 of payroll taxes. These amounts shall be paid in one payment within thirty (30) calendar days
18 after the Effective Date;

19 34. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
20 application or motion by Class Counsel for Attorneys' Fees and Costs, not to exceed one-third
21 (33.33%) of the Class Settlement Amount, or One Hundred Thirty-Three Thousand and Three
22 Hundred Thirty-Three Dollars and Zero Cents (\$133,333.00), in attorneys' fees and approximately
23 Nineteen Thousand Dollars and Zero Cents (\$19,000.00) in attorneys' costs, to be paid out of the
24 Class Settlement Amount, which shall be deposited into the QSA, as provided herein. The Parties
25 stipulate that, for purposes of settlement, Plaintiff and the Class are the prevailing parties in the
26 Action and are entitled to attorneys' fees and costs under the applicable fee-shifting statutes,
27 including, *inter alia*, California Code of Civil Procedure section 1021.5, and Labor Code sections
28 218.5, 1194(a) and 2699(g). If the Court does not award the foregoing requested amounts,

1 Plaintiff and Class Counsel reserve the right to appeal the decision. Any Order or proceedings
2 relating to the attorneys' fee application by Class Counsel, or any appeal from any Order relating
3 thereto or modification or reversal thereof, shall not operate to terminate or cancel this Agreement.
4 If the Court-approved fees and costs amount are less than the foregoing amounts and Plaintiff
5 and/or Class Counsel appeal from that order, the amount reduced by the Court shall be kept in a
6 trust account pending appellate review of such an order. If there are any additional administration
7 costs associated with this trust or distribution to the Class Members following an appeal,
8 successful or otherwise, Class Counsel shall pay such costs. Any funds allocated to Attorneys'
9 Fees and Costs but not awarded by the Court will be included in the Net Settlement Amount and
10 distributed pro rata to the Participating Class Members. Except as provided herein, each side shall
11 bear its own attorneys' fees and costs, including as to any appeal by Class Counsel with respect to
12 the appeal of any Court-awarded fees, as described in this paragraph.

13 35. Class Representative Enhancement Payment. In exchange for a general release,
14 and in recognition of her effort and work in prosecuting the Action on behalf of the Class
15 Members, Defendant agrees not to oppose or impede any application or motion for a Class
16 Representative Enhancement Payment not to exceed Ten Thousand Dollars and Zero Cents
17 (\$10,000.00) for Plaintiff. The Class Representative Enhancement Payment amount made payable
18 to Plaintiff will be reported to the Internal Revenue Service and all applicable state or local taxing
19 authorities by means of a Form 1099. The Class Representative Enhancement Payment will be
20 paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement
21 Payment. Any funds allocated to the Class Representative Enhancement Payment but not awarded
22 by the Court will be included in the Net Settlement Amount and distributed pro rata to the
23 Participating Class Members. Plaintiff will be solely responsible to pay any and all applicable
24 taxes on the payments made pursuant to this paragraph.

25 36. Settlement Administration Costs. The Settlement Administrator will be paid for
26 the reasonable costs of administration of the Settlement and distribution of payments from the
27 Class Settlement Amount, which Settlement Administration Costs shall not exceed Seven
28 Thousand Dollars and Zero Cents (\$7,000.000), unless otherwise agreed to by the Parties and

1 approved by the Court. These costs, will include, *inter alia*, the required tax reporting on the
2 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
3 Notices, maintaining a web site and toll-free telephone number, calculating and distributing the
4 Class Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and
5 declarations. These costs shall be paid from the Class Settlement Amount.

6 37. PAGA Allocation. The Parties agree to allocate Twenty Thousand Dollars and
7 Zero Cents (\$20,000.00) from the Class Settlement Amount to the resolution of all alleged claims
8 for civil penalties arising under the California Private Attorneys General Act of 2004 (California
9 Labor Code sections 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%) of
10 the PAGA allocation, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00), will be paid to
11 the California Labor and Workforce Development Agency, and the remaining Twenty Five
12 Percent (25%) of the PAGA allocation, or Five Thousand Dollars and Zero Center (\$5,000.00),
13 will be allocated to the Net Settlement Amount.

14 38. Individual Settlement Payment Calculations. Individual Settlement Payments will be
15 calculated and apportioned from the Net Settlement Amount as follows: Prorated distribution based on the
16 number of paychecks received during the Class Period as a percentage of the payments to members of the
17 Settlement Class. Specific calculations of Individual Settlement Payments will be made as follows:

18 (a) Defendant will calculate the total number of Paychecks received by each Class Members during
19 the Class Period.

20 (b) Based on those calculations the Settlement Administrator will calculate and determine each
21 Class Member's estimated "Individual Settlement Payment" using the following formula: The Net
22 Settlement Amount will be divided by the aggregate total number of Paychecks, resulting in the "Paycheck
23 Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each
24 individual Class Member's total number of Paychecks by the Paycheck Value.

25 (c) Any amounts allocated to Class Members who opt out of the Settlement will be reallocated to
26 those Settlement Class members who do not opt out of the Settlement, proportionally based on their
27 respective shares under the Settlement.

28 39. The Settlement Administrator shall be responsible for reducing each Individual

1 Settlement Payment based on any required deductions for each Participating Class Member as
2 specifically set forth herein, including employee-side tax withholdings or deductions.

3 40. The entire Net Settlement Amount will be disbursed to all Class Members who do
4 not submit timely and valid Requests for Exclusion.

5 41. No Credit To Benefit Plans. The Individual Settlement Payments made to
6 Participating Class Members under this Settlement, as well as any other payments made pursuant
7 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
8 to which any Class Member may be eligible, including, but not limited to: profit-sharing plans,
9 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
10 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
11 affect any rights, contributions, or amounts to which any Class Member may be entitled under any
12 benefit plans.

13 42. Administration Process. The Parties agree to cooperate in the administration of the
14 settlement and to make all reasonable efforts to control and minimize the costs and expenses
15 incurred in administration of the Settlement.

16 43. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
17 Approval, Defendant will provide the Class List to the Settlement Administrator and to Class
18 Counsel.

19 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
20 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class
21 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
22 identified in the Class List.

23 45. Confirmation of Contact Information in the Class List. Prior to mailing, the
24 Settlement Administrator will perform a search based on the National Change of Address
25 Database for information to update and correct for any known or identifiable address changes.
26 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the
27 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
28 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing

1 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
2 promptly attempt to determine the correct address using a skip-trace, or other search using the
3 name, address and/or Social Security number of the Class Member involved, and will then
4 perform a single re-mailing.

5 46. Class Notices. All Class Members will be mailed a Class Notice via First Class
6 U.S. Mail. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii)
7 a summary of the Settlement’s principal terms; (iii) the Settlement Class definition; (iv) the total
8 compensation paid to each respective Class Member while working for Defendants as a non-
9 exempt retail employee who held a job title including but not limited to sales representative, sales
10 lead, and store manager in the state of California at any time during the Class Period; (v) each
11 Class Member’s estimated Individual Settlement Payment and the formula for calculating
12 Individual Settlement Payments; (vi) the dates that constitute the Class Period; (vii) instructions on
13 how to submit a Request for Exclusion, Notice of Objection, or Notice of Intent to Appear; (viii)
14 the deadlines by which the Class Member must postmark Requests for Exclusion, and the
15 deadlines by which the Class Members must file or postmark Notices of Objection to the
16 Settlement or Notices of Intent to Appear; and (ix) the claims to be released. The Class Notice
17 shall be in substantially the same form as Exhibit A hereto, as approved by the Court.

18 47. The Settlement Administrator will maintain a web site and toll-free telephone
19 number for Class Members to contact the Settlement Administrator regarding the Settlement.
20 Both the URL for the web site and the toll-free telephone number will be identified in the Class
21 Notice. The web site will contain links allowing Class Members to access the operative
22 complaint, the Class Notice, the Settlement Agreement, the motion for preliminary approval and
23 all related papers and Court Orders, and the motion for final approval, attorneys’ fees and costs,
24 and representative enhancement and all related papers and Court Orders.

25 48. Disputed Information on Class Notices. Class Members will have an opportunity
26 to dispute the information provided in their Class Notices. To the extent Class Members dispute
27 their total number of Paychecks received while working for Defendant as a non-exempt employee
28 as described in paragraph 6, Class Members may produce evidence to the Settlement

1 Administrator showing that such information in the Class Notice is inaccurate. The Settlement
2 Administrator will decide the dispute. Defendant’s records will be presumed correct, but the
3 Settlement Administrator will evaluate the evidence submitted by the Class Member and will
4 make the final decision as to the merits of the dispute, which decision shall be final and
5 unappealable by any Party or Class Member. All disputes shall be resolved within ten (10)
6 business days of the Response Deadline.

7 49. Defective Submissions. If a Class Member’s Request for Exclusion is defective as
8 to the requirements listed herein, that Class Member will be given an opportunity to cure the
9 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
10 business days of receiving the defective submission to advise the Class Member that his or her
11 submission is defective and that the defect must be cured to render the Request for Exclusion
12 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15)
13 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the
14 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

15 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
17 Administrator within the Response Deadline. The postmark date will be the exclusive means to
18 determine whether a Request for Exclusion has been timely submitted.

19 51. Option to Rescind the Settlement Agreement: Defendants may elect, at their
20 option, to rescind the Settlement if more than ten percent (10%) of Class Members submit timely
21 and valid Requests for Exclusion. If Defendants exercise their conditional right to rescind, they
22 must do so by written communication to Class Counsel that is received by Class Counsel within
23 thirty (30) calendar days of the Response Deadline. In the event that Defendants exercise their
24 conditional right to rescind, Defendants will be responsible for all Settlement Administration
25 Costs incurred to the date of rescission.

26 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
27 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
28 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the

1 Released Claims, as well as any Judgment that may be entered by the Court if it grants final
2 approval to the Settlement. A list of Settlement Class Members (except those who opt-out) shall
3 be appended to the Court’s order of entry of final approval and judgment.

4 53. Objection Procedures. To object to the Settlement Agreement, a Class Member
5 must timely submit to the Settlement Administrator a Notice of Objection and/or Notice of Intent
6 to Appear at the Final Approval Hearing. The Notice of Objection and/or Notice of Intent to
7 Appear must be signed by the Class Member and contain all information required by this
8 Settlement Agreement, as specified in the Class Notice. The Notice of Objection and/or Notice of
9 Intent to Appear shall be mailed to the Settlement Administrator as explained in the Class Notice.
10 Within three (3) calendar days of receipt, the Settlement Administrator will provide copies of any
11 Notices of Objection and/or Notices of Intent to Appear to Class Counsel and counsel for the
12 Defendants. The postmark date or filing date will be deemed the exclusive means for determining
13 whether a Notice of Objection and/or Notice of Intent to Appear is timely. Class Members who
14 fail to object in the manner specified above will be deemed to have waived all objections to the
15 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to
16 the Settlement Agreement. Class Members who postmark timely Notices of Intent to Appear may,
17 but are not required to, appear at the Final Approval Hearing, personally or through their own
18 counsel, in order to have their objections heard by the Court. Only those Class Members who do
19 not submit a Request for Exclusion may object to the Settlement. At no time will any of the
20 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or
21 oral objections to the Settlement Agreement or appeal from the Order and Judgment. Class
22 Counsel will not represent any Class Members with respect to any such objections to this
23 Settlement. Class Counsel shall timely file with the Court copies of any and all Notices of
24 Objection and/or Notices of Intent to Appear prior to the Final Approval Hearing.

25 54. Certification Reports. The Settlement Administrator will provide Defendant’s
26 counsel and Class Counsel a weekly report that certifies the number of Class Members who have
27 submitted valid Requests for Exclusion, and whether any Class Member has submitted a
28 challenge to any information contained in their Class Notice. Additionally, the Settlement

1 Administrator will provide to counsel for both Parties any updated reports regarding the
2 administration of the Settlement Agreement as needed or requested.

3 55. Distribution of Settlement Payments. There will be a single distribution as set forth
4 in paragraph 33. The distribution of the Settlement Payments will be made as soon as possible
5 and no later than ten (10) calendar days after the receipt of the amounts due under this Agreement.
6 At the distribution, the Settlement Administrator will issue the Court-approved payments to: (i)
7 Participating Class Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff;
8 (iv) Class Counsel; and (v) the Settlement Administrator.

9 56. Un-cashed Settlement Checks. If a Class Member's Individual Settlement Payment
10 check is not cashed within 120 days after its last mailing to the Participating Class Member, the
11 Settlement Administrator will send the Participating Class Member a letter informing him or her
12 that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and
13 offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed
14 by the expiration of the 60-day period after this notice, then the funds represented by those checks
15 and funds represented by Individual Settlement Payment checks returned as undeliverable will be
16 tendered to Marin Community Foundation as *cy pres* beneficiary per section 384(b) of the
17 California Code of Civil Procedure and the procedures set forth therein.

18 57. Certification of Completion. Upon completion of administration of the Settlement,
19 the Settlement Administrator will provide a written declaration under oath to certify such
20 completion to the Court and counsel for all Parties.

21 58. Treatment of Individual Settlement Payments. All Individual Settlement Payments
22 will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will
23 be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will
24 be allocated to unreimbursed expenses, penalties, and interest for which IRS Forms 1099-MISC
25 will be issued.

26 59. Administration of Taxes by the Settlement Administrator. The Settlement
27 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
28 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid

1 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
2 all payroll taxes and penalties to the appropriate government authorities.

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

27 61. No Prior Assignments. The Parties and their counsel represent, covenant, and
28 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right herein released and discharged.

3 62. Nullification of Settlement Agreement. In the event that: (i) the Court does not
4 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
5 any other reason, then this Settlement Agreement, and any documents generated to bring it into
6 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
7 Settlement Agreement will likewise be treated as void from the beginning.

8 63. Preliminary Approval Hearing. Class Counsel will be responsible for drafting all
9 documents necessary to obtain preliminary approval. Class Counsel will also obtain a hearing
10 before the Court to request the Preliminary Approval of the Settlement, and the entry of a
11 Preliminary Approval Order. The Preliminary Approval Order will provide for the Class Notice to
12 be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
13 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
14 Settlement, and will include the proposed Class Notice, which is attached hereto as Exhibit A.

15 64. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
16 deadline to postmark Requests for Exclusion, Notices of Objection, and Notices of Intent to
17 Appear, and with the Court’s permission, a Final Approval Hearing will be conducted to
18 determine the Final Approval of the Settlement, along with the amounts properly payable for: (i)
19 Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment;
20 (iii) the Class Representative’s Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) all
21 Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty
22 (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
23 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
24 the application for the Representative Enhancement Payment and Attorneys’ Fees and Costs, and a
25 request for approval of the Settlement Administration Costs, to be heard at the Final Approval
26 Hearing.

27 65. Release by the Settlement Class and the California Labor and Workforce
28 Development Agency (“LWDA”). Upon the Effective Date, all Participating Class Members will

1 be deemed to have released the Released Claims, and the LWDA will be deemed to have released
2 the Released Claims brought under PAGA, and will be barred and enjoined from bringing or
3 prosecuting any of the Released Claims against the Released Parties.

4 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
5 the Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court
6 for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
7 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
8 settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
9 under court rules or as set forth in this Settlement Agreement.

10 67. Release by Plaintiff. Upon the Effective Date, Plaintiff will release and forever
11 discharge the Released Parties, to the fullest extent permitted by law, of and from any and all her
12 individual claims, known and unknown, asserted and not asserted, which Plaintiff has or may have
13 against the Released Parties. To the extent the foregoing releases are releases to which section
14 1542 of the California Civil Code or similar provisions of other applicable law may apply,
15 Plaintiff expressly waives any and all rights and benefits conferred upon her by the provisions of
16 section 1542 of the California Civil Code or similar provisions of applicable law, which are as
17 follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
19 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
20 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

22 68. Exhibit Incorporated by Reference. The terms of this Settlement Agreement
23 include the terms set forth in the attached exhibits, which are incorporated by this reference as
24 though fully set forth herein. Any exhibit to this Settlement Agreement is an integral part of the
25 Settlement.

26 69. Entire Agreement. This Settlement Agreement and attached exhibits constitute the
27 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
28 agreements may be deemed binding on the Parties. The Parties expressly recognize California

1 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
2 that a written agreement is to be construed according to its terms and may not be varied or
3 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
4 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

5 70. Amendment or Modification. No amendment, change, or modification to this
6 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
7 counsel.

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

18 72. Binding on Successors and Assigns. This Settlement Agreement will be binding
19 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
20 defined.

21 73. California Law Governs. All terms of this Settlement Agreement and Exhibit
22 hereto will be governed by and interpreted according to the laws of the State of California.

23 74. Execution and Counterparts. This Settlement Agreement is subject only to the
24 execution of all Parties. However, the Settlement Agreement may be executed in one or more
25 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
26 of the signature page, will be deemed to be one and the same instrument provided that counsel for
27 the Parties will exchange among themselves original signed counterparts.

28 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe

1 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
2 arrived at this Settlement after adversarial and arm's-length negotiations before a well-respected
3 and neutral mediator, in the context of adversarial litigation, and taking into account all relevant
4 factors, present and potential. The Parties further acknowledge that they are each represented by
5 competent counsel and that they have had an opportunity to consult with their counsel regarding
6 the fairness and reasonableness of this Settlement.

7 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
9 extent possible consistent with applicable precedents so as to define all provisions of this
10 Settlement Agreement valid and enforceable.

11 77. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
12 that either party may appeal any court order that materially alters the Settlement Agreement's
13 terms.

14 78. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
15 dispute that has arisen between them and to avoid the burden, expense and risk of continued
16 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that
17 it violated any federal, state, or local law; violated any regulations or guidelines promulgated
18 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
19 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
20 engaged in any other unlawful conduct with respect to its employees or the Settlement Class.
21 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
22 connected with it, will be construed as an admission or concession by Defendant of any such
23 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
24 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will
25 not be offered or received as evidence in any action or proceeding to establish any liability or
26 admission on the part of Defendant or to establish the existence of any condition constituting a
27 violation of, or a non-compliance with, federal, state, local or other applicable law.

28 79. Waiver. No waiver of any condition or covenant contained in this Settlement

1 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
2 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
3 right or remedy.

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

10 81. Representation By Counsel. The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this Settlement
12 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
13 counsel. Further, Plaintiff and Plaintiff’s Counsel warrant and represent that there are no liens on
14 the Settlement Agreement.

15 82. All Terms Subject to Final Court Approval. All amounts and procedures described
16 in this Settlement Agreement herein will be subject to final Court approval.

17 83. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
18 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
19 this Settlement Agreement.

20 84. Binding Agreement. The Parties warrant that they understand and have full
21 authority to enter into this Settlement Agreement, and further intend that this Settlement
22 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
23 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
24 confidentiality provisions that otherwise might apply under federal or state law.

25 ///

26 ///

27 ///

28

SIGNATURES ON FOLLOWING PAGE

Exhibit A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

*Olmene Serafin v. Aldersly
Marin County Superior Court Case No. CIV 1904149*

NOTICE OF CLASS ACTION SETTLEMENT

To: ANY AND ALL PERSONS WHO HAVE BEEN EMPLOYED BY ALDERSLY, D/B/A ALDERSLY RETIREMENT HOME, AS NON-EXEMPT EMPLOYEES IN CALIFORNIA AT ANY TIME FROM NOVEMBER 12, 2015 THROUGH [ENTER].

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

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE VERIFY YOUR NAME AND ADDRESS:

«Barcode» Claim #: MIM-«Claim»-«CD» «MailRec»
«First1» «Last1»
«c/o»
«Address1» «Address2»
«City»,«ST» «ZIP» «Country»

Name/Address Corrections (if any):

**Your Anticipated Settlement Payment is:
<< EST. INDIVIDUAL SETTLEMENT PAYMENT (Show Actual Dollars)>>**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**WHY DID I GET THIS NOTICE?**

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

This Notice describes a proposed settlement of the lawsuit: *Olmene Serafin v. Aldersly*, pending in Marin County Superior Court, Case No. CIV1904149 (the “Lawsuit”). A complaint was filed on November 12, 2019. This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Marin, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and upon the Court granting final approval of the settlement, a settlement payment will be mailed to you and you will be bound by the terms of the settlement.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING AND REMAIN IN THE CLASS	Obtain Settlement benefits and give up your rights to ever sue the Defendant (Aldersly) about any of the claims in this case or released by the Settlement Agreement..
EXCLUDE YOURSELF FROM THE SETTLEMENT	Opt out of the class by [date] and get no benefits from the Settlement, and keep your rights to be part of any other lawsuit against the Defendant (Aldersly) about any of the claims in this case.
OBJECT	Write to the Settlement Administrator by [date] about why you do not like the Settlement or any of its terms. If you want to object, you will remain in the class and may still receive a settlement payment.
<u>IF YOU ARE A CURRENT EMPLOYEE OF DEFENDANT, STATE AND FEDERAL LAW PROHIBIT RETALIATION AND DISCRIMINATION AGAINST YOU REGARDLESS OF WHICH OF THE ABOVE OPTIONS YOU PURSUE.</u>	

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Olmene Serafin (“Plaintiff”) on behalf of all persons who have been employed by Aldersly d/b/a Aldersly Retirement Home as a non-exempt employee in California at any time during the Class Period (November 12, 2015 to [date]).

The Lawsuit pleaded class allegations and claimed that Aldersly failed: (1) to pay wages, minimum wages, or overtime; (2) to provide legally compliant meal or rest periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; and also claimed that Aldersly imposed or required on-duty meal and rest periods and imposed or required off-the-clock work. Further, the Lawsuit

sought penalties under the California Labor Code Private Attorneys General Act of 2004. Aldersly denies each and all of the claims and contentions alleged by the Plaintiff Serafin. The Court has not made any rulings regarding the merits of the cases. Defendant denied and continues to deny all of Plaintiff's allegations.

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

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

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

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Olmene Serafin is the Class Representative or Named Plaintiff in the Lawsuit, and she asserts claims on behalf of herself and the class. The Defendant is Aldersly d/b/a Aldersly Retirement Home. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Any and all persons who have been employed by Aldersly d/b/a Aldersly Retirement Home as non-exempt employees in California at any time from November 12, 2015, to [enter].

The Class or Participating Class Member shall not include any person who submits a timely and valid request for exclusion.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendant will pay Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) ("Class Settlement Amount"). After attorneys' fees and costs, enhancement payment to the Named Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Class Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** All Participating Class Members are eligible to receive money from the Net Settlement Amount. Each estimated payment is the pro rata allocation of

the Net Settlement Amount based on Class Members' total Paychecks¹ received during the Class Period.² Your estimated payment is on the first page of this Notice.

- **Class Representatives Enhancement Payment:** Plaintiff Serafin will request from the Court an award of \$10,000.00 in recognition of her efforts and risks in assisting with the prosecution of the Lawsuit and providing a general release as to her individual claims. Any amount approved by the Court will be paid from the Class Settlement Amount.
- **Class Counsel Award:** Class Counsel will request from the Court not more than one-third (33.33%) of the Class Settlement Amount (\$133,333.33 of \$400,000.00) in attorneys' fees and approximately \$19,000.00 in costs for litigation and resolution of the Lawsuit. Any amounts approved by the Court as fees and costs will be paid from the Class Settlement Amount.
- **PAGA Payment:** \$20,000 from the Class Settlement Amount is allocated for payment under the California Labor Code Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$15,000.00) will be paid to the California Labor and Workforce Development Agency, and 25% (\$5,000.00) of the allocation will be distributed as part of the Net Settlement Amount. Any amount approved by the Court will be paid from the Class Settlement Amount.
- **Settlement Administration:** The cost of settlement administration is approximately [\$enter], which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount approved by the Court will be paid from the Class Settlement Amount.
- Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, any such unclaimed checks will be sent to Marin Community Foundation.

If you do not exclude yourself you will give up your Released Claims

The Released Claims means any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative complaint or which could reasonably have been alleged in the operative complaint based on the facts alleged therein that arose during the Class Period (from November 12, 2015 through [ENTER – Preliminary Approval Date]) including but not limited to: (a) any alleged failure by any Defendant (1) to pay wages, minimum wages, or overtime; (2) to provide legally compliant meal or rest periods or compensation in lieu thereof; (3) to pay all wages due upon separation of employment; (b) any right or claim based on any (1) on-duty meal or rest period imposed or required by Defendant; or (2) off-the clock work imposed or required by Defendant; (c) any right or claim for civil penalties pursuant to PAGA, or any penalties

¹ "Paycheck" or "Paychecks" refers to the regular bi-weekly wages for hours worked received by a Class Member.

² Participating Class Members will receive a share of the Net Settlement Amount with the numerator being the Participating Class Members total number of Paychecks received during the Class Period as a Class Member and the denominator being all Participating Class Members' total Paychecks received during the Class Period. The resulting fraction will be multiplied by the Net Settlement Amount to determine the Participating Class Member's individual settlement payment.

arising under the California Labor Code or Wage Orders based on the alleged failures set forth herein; (d) any right or claim for restitution arising out of unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*, based on the alleged failures set forth herein; (e) any violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 203, *et. seq.*, based on the facts alleged herein; and (f) any violation of the California Labor Code arising from or related to the conduct alleged herein, including, without limitation, violation of Labor Code Sections 201, 202, 203, 218.5, 218.6, 221, 226, 226.3, 226.6, 226.7, 450, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, or any other ordinance, rule, regulation, or statute, whether federal, state, or administrative, or similar causes of action that any Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could have been alleged based on the factual allegations in the operative complaint.

The release will extend to and cover Defendant Aldersly and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, managees, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors, and assigns).

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a payment from the Net Settlement Amount.

Defendant's records show that you were employed from [start date] to [end date] and received a total of [] Paychecks as a Class Member. Your anticipated settlement share as stated on page 1 of this document is calculated using that Paycheck information.

If you dispute the information about the amount of Paychecks that Defendant's records show you worked during the Class Period, you must advise the Settlement Administrator to substantiate your dispute.

To dispute the amount of Paychecks you must send in the mail any records (*e.g.*, paystubs, pay checks or other records) supporting your dates of employment with a letter explaining the dispute and be sure to include the last four digits of your social security number by [the Response Deadline]. The date of the post-mark will determine if it was timely mailed.

Your anticipated settlement share will be paid in one payment. The payment will be mailed within thirty (30) calendar days of the date the Settlement becomes final.

The Settlement Administrator is:

Aldersly v. Serafin
c/o _____
Street
City, CA Zip Code

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

You have the right to request exclusion from the settlement. To do so, you must submit a written opt-out request to the Settlement Administrator at the following address:

Serafin v. Aldersly
c/o _____
Street
City, CA Zip Code

To be valid, a written request for exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed first-class postage pre-paid by [date] to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the Settlement. The date of the post-mark will determine if it was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the settlement and may appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on [Date], at [Time] in Courtroom E of the Superior Court of the State of California for the County of Marin, located at 3501 Civic Center Drive, San Rafael, CA 94903. Due to the Covid-19 pandemic, hearings are held via Zoom web conference. The connection information for Courtroom E is as follows: <https://zoom.us/j/92113639080?pwd=WG8xYWpNU0RjWEFPTk1BWkhieWNJQT09>, Meeting ID: 921 1363 9080, Passcode: 189565. Please check the Court's website for most current information on the procedures for making appearance: <https://www.marincourt.org/home>.

To be valid, the written objection must be served on the Settlement Administrator, by [Date]. The written objection must state: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) a statement as to whether you intend to appear at the final approval hearing; (4) last four digits of your social security number; and (5) the signature of you or your counsel.

You have the right to hire your own attorney, at your own expense, to submit an objection or to appear on your behalf at the Final Approval Hearing. You may, but are not required to appear at the hearing to have your objection considered.

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an individual settlement payment, unless you have requested to be excluded.

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

The settlement, if finally approved by the Court and conditioned upon full payment of the Class Settlement Amount will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

<p>Justian Jusuf Law Office of Justian Jusuf, APC 17011 Beach Blvd., Suite 900 Huntington Beach, California 92647 Tel. (714) 274-9815 Fax: (714) 362-3148</p> <p>Sahag Majarian II Law Offices of Sahag Majarian II 18250 Ventura Blvd. Tarzana, California 91356 Tel. (818) 609-0807 Fax: (818) 609-0892</p>	
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(collectively, “Class Counsel”). If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF MY INFORMATION CHANGES?

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the

Lawsuit and this Settlement, you may view all such files online at the Settlement Administrators Website [Insert web address].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [redacted] or the Class Counsel listed above. Please refer to the *Serafin v. Aldersly* Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT
FOR INFORMATION REGARDING THIS SETTLEMENT.***