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7 Attorneys for Plaintiff(s),  
8 MARIA RIOS-ROMAN, and all others similarly situated  
9 (Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SANTA CRUZ**  
12 **(UNLIMITED JURISDICTION)**

13 MARIA RIOS-ROMAN, on behalf of herself  
14 and all others similarly situated, and as an  
15 “aggrieved employee” on behalf of other  
16 “aggrieved employees” under the Labor Code  
Private Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 SEASONS MANAGEMENT, LLC, an Oregon  
20 limited liability company; SM SANTA CRUZ  
21 LIMITED PARTNERSHIP, an Oregon limited  
22 partnership; and SL – Sun Oak, LLC, an Oregon  
limited liability company; and DOES 1–50,  
inclusive,

23 *Defendant(s).*

Case No. 20CV00783

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

Action filed: March 09, 2020  
Dept.: 10, The Honorable Paul M.  
Marigonda

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**ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

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MARIA RIOS-ROMAN, and all others similarly situated

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Attorneys for Defendant(s),  
Seasons Management, LLC, SM Santa Cruz Limited Partnership, and SL – Sun Oak, LLC

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement  
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Maria Rios-  
3 Roman (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class  
4 members, on the one hand, and Defendant Seasons Management, LLC, SM Santa Cruz Limited  
5 Partnership, and SL – Sun Oak, LLC (collectively “Defendants”). Plaintiff and Defendants are  
6 collectively referred to herein as the “Parties.”  
7

8 **I. DEFINITIONS.**

9 The following definitions are applicable to this Settlement Agreement, in addition to other  
10 terms defined elsewhere in the Agreement:

11 **A. “Action”** shall mean: (1) the civil action commenced on March 09, 2020, by  
12 Plaintiff against Defendants in the Superior Court of California, County of Santa Cruz, Case No.  
13 20CV00783, entitled: “Maria Rios-Roman, on behalf of herself, and all others similarly situated,  
14 and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the Labor Code  
15 Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Seasons Management, LLC, an Oregon  
16 limited liability company, *et al.*; and DOES 1 through 50, inclusive, *Defendant(s)*.”  
17

18 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons  
19 Defendants employed in California as hourly, non-exempt employees during the Class Period.  
20 Defendants estimate that, as of the preliminary approval order date, there were approximately  
21 362 class members.  
22

23 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:  
24 David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law  
25 Group.  
26

27 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**  
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1 **Payment**” shall mean the amounts awarded to Class Counsel by the Court to compensate them  
2 for, respectively, their fees and expenses in connection with the Action, including their pre-filing  
3 investigation, their filing of the Action and all related litigation activities, this Settlement, and all  
4 post-Settlement compliance procedures. Class Counsel will request attorneys’ fees not in excess  
5 of one-third (1/3) of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six  
6 Hundred Sixty-Six Dollars and 66 cents (\$116,666.66). Class Counsel will also request Class  
7 Counsel Litigation Expenses up to Seventeen Thousand Five Hundred Dollars (\$17,500.00)  
8 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for  
9 fees and reimbursement of costs as set forth above. In the event that the Court reduces or does  
10 not approve the requested Class Counsel Fees Payment and/or Class Counsel Litigation  
11 Expenses, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.  
12

13 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as **Exhibit**  
14 **A** and incorporated by reference into this Agreement.  
15

16 **F. “Class Period”** shall mean the period of time from November 13, 2016 through  
17 the preliminary approval order date.  
18

19 **G. “Class Representative Payment”** shall mean the special payment made to  
20 Plaintiff in her capacity as Class Representative to compensate her for initiating the Action,  
21 performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees  
22 and expenses in the event she was unsuccessful in the prosecution of the Action. In the event that  
23 the Court reduces or does not approve the requested Class Representative Payment, Plaintiff shall  
24 not have the right to revoke this Settlement, and it will remain binding.  
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26 **H. “Court”** shall mean the Superior Court for the County of Santa Cruz, Santa Cruz  
27 Main Courthouse, 701 Ocean Street, Santa Cruz, CA 95060.  
28

1           **I. “Defense Counsel”** shall mean the attorneys representing Defendants in the  
2 Action: Carolyn B. Hall of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

3           **J. “Effective Date”** is defined as follows: If no objection to this Settlement or to any  
4 of the terms and or conditions of the Settlement are filed by Plaintiff, another member of the  
5 Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur on the day that  
6 the Court enters judgment granting final approval of this Settlement; however, if any objection  
7 to this Settlement or to any of the terms and or conditions of the Stipulation is filed by a member  
8 of the Settlement class, or any intervenor to this Lawsuit, the Effective Date shall occur upon the  
9 expiration of the time for the filing any appeal of the order of final approval of this Settlement.  
10 If an appeal is filed or any writ granted, then the Effective Date shall occur after the appeal has  
11 been dismissed or the writ dissolved and when there is no further time to appeal the dismissal of  
12 the appeal or the dissolution of the writ.

13           **K. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court  
14 to determine whether to approve finally and implement the terms of this Agreement.

15           **L. “Gross Settlement Amount”** shall mean the sum of Three Hundred and Fifty  
16 Thousand Dollars and Zero Cents (\$350,000.00) payable by Defendants as provided by this  
17 Agreement, which shall cover all Settlement Share payments, the Class Representative Payment,  
18 the Class Counsel Fee Payment, the Class Counsel Litigation Expenses Payment, the PAGA  
19 Payment and the Settlement Administration Costs. The Gross Settlement Amount is non-  
20 reversionary; no portion of the Gross Settlement Amount will return to Defendants. Defendants’  
21 employer-side payroll taxes arising from the payments made under this Settlement will be paid  
22 by Defendants separate from and in addition to the Gross Settlement Amount. Defendants will  
23 pay the Gross Settlement Amount as outlined further below. In no event shall Defendant be liable  
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1 for more than the Gross Settlement Amount of \$350,000.00 as a result of this Settlement, with  
2 the exception of its employer-side payroll taxes which it shall pay in addition to the Gross  
3 Settlement Amount.

4 **M. “Judgment”** shall mean the Order of Final Judgment entered by the Court that  
5 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in  
6 this Action.

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8 **N. “Net Settlement Amount”** shall mean the Gross Settlement Amount of  
9 \$350,000.00 payable by Defendants pursuant to this Settlement, less:

- 10 **1.** the Class Representative Payment approved by the Court;
- 11 **2.** the Class Counsel Fees Payment (one-third or 33 and 1/3% of the Gross  
12 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than  
13 \$17,500.00) approved by the Court;
- 14 **3.** the Settlement Administrator’s reasonable fees and expenses approved by  
15 the Court (not to exceed \$10,000.00);
- 16 **4.** the amount of \$4,000.00 as PAGA Penalties for the PAGA claim, of which  
17 \$1,000.00 will be paid to the PAGA Members and \$3,000.00 will be paid to the LWDA;
- 18 **5.** any other fees or expenses (other than attorneys’ fees and expenses)  
19 incurred by Plaintiff in implementing the terms and conditions of this Agreement as approved by  
20 the Court.

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22 **O. “PAGA”** means the California Labor Code Private Attorneys General Act of  
23 2004 (Lab. Code §§ 2698, *et seq.*).

24  
25 **P. “PAGA Members”** means all individuals Defendants employed in California as  
26 hourly, non-exempt employees during the PAGA Period.

1           **Q. “PAGA Payment”** means the portion of the Gross Settlement Amount that the  
2 Parties have agreed to allocate to the settlement of claims for civil penalties under PAGA. The  
3 Parties have agreed to allocate Four Thousand Dollars and Zero Cents (\$4,000.00), of which,  
4 payment from the Gross Settlement Amount to the LWDA will be made in the amount of Three  
5 Thousand Dollars and Zero Cents (\$3,000.00), which is 75% of the PAGA Payment. One  
6 Thousand Dollars and Zero Cents (\$1,000.00), 25% of the PAGA Payment, will remain in the  
7 Net Settlement Amount for distribution pro rata to PAGA Members as described in this  
8 agreement. PAGA Members will receive payment from the employee portion of the PAGA  
9 Payment regardless of whether they submit a request for exclusion if the PAGA Payment is  
10 approved by the Court.  
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12           **R. “PAGA Period”** shall mean January 02, 2019 through the preliminary approval  
13 order date.  
14

15           **S. “Participating Class” or “Participating Class Members”** shall mean all  
16 Settlement Class members who do not submit a valid and timely letter requesting to be excluded  
17 from the Settlement, consistent with the terms set forth in this Settlement Agreement.  
18

19           **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary  
20 approval of the Settlement without material change.  
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22           **U. “Released Claims”** shall mean all claims, rights, demands, liabilities and causes  
23 of action that are alleged in the operative complaint, or reasonably could have been alleged based  
24 on the facts and legal theories contained in the operative complaint and/or in the letter(s) sent by  
25 Plaintiff to the LWDA concerning Defendants and the other Released Parties, whether sounding  
26 in law or equity, tort, contract, statute, or other applicable federal, state or local law or regulation,  
27 including but not limited to the following claims: (1) failure to pay wages; including overtime  
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1 and regular wages and including failure to properly calculate the regular rate; (2) failure to  
2 provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to issue proper  
3 wage statements; (5) failure to timely pay wages; (6) unfair business practices that could have  
4 been premised on the claims, causes of action or legal theories of relief described above or any  
5 of the claims, causes of action or legal theories of relief pleaded in the Action; (7) all claims  
6 under PAGA or for civil penalties that could have been premised on the claims, causes of action  
7 or legal theories described above or any of the claims, causes of action or legal theories of relief  
8 pleaded in the Action or Plaintiff's letter(s) to the LWDA, including but not limited to the  
9 California Code of Regulations and to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,  
10 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, and 2699, and any  
11 and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or  
12 attorneys' fees or costs resulting therefrom and other amounts recoverable under said causes of  
13 action under California and federal law, to the extent permissible, including but not limited to the  
14 California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the  
15 facts alleged in the Action, and the California Unfair Competition Law (collectively, the  
16 "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The  
17 res judicata effect of the Judgment will be the same as that of the Release. The definition of  
18 Released Claims shall not be limited in any way by the possibility that Plaintiff or Participating  
19 Class Members may discover new facts, legal theories, or legal arguments not alleged in the  
20 operative complaint but which might serve as an alternative basis for pursuing the same claims,  
21 causes of action, or legal theories of relief falling within the definition of Released Claims.  
22 Released Claims shall not apply to claims for workers' compensation benefits, unemployment  
23 insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.  
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1 The Parties acknowledge that Released Claims includes any claims for civil penalties by a PAGA  
2 Member resulting from any LWDA investigation. The Parties will meet and confer in good faith  
3 if the Court requires changes to the scope of the Released Claims.

4           **V. “Released Parties”** shall mean Defendants, and all their past, present and/or  
5 future, direct and/or indirect, officers, directors, members, managers, employees, agents,  
6 representatives, attorneys, insurers, partners, investors, shareholders, stockholders,  
7 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,  
8 assigns, joint employers, consultants, subcontractors, servants, equity sponsors, related  
9 corporations, divisions, joint venturers, service providers, employee benefit plans and fiduciaries  
10 thereof, affiliated organizations, and all persons acting under, by, through or in concert with any  
11 of them, and each of them.

12           **W. “Response Deadline”** shall mean the date sixty (60) days after the Settlement  
13 Administrator mails the Class Notice to Class Members, which is the last date on which Class  
14 Members may submit Exclusion Requests, written objections to the Settlement, or Workweek  
15 disputes. In the event the 60th day falls on a Sunday or federal holiday, the Response Deadline  
16 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline  
17 for Exclusion Requests or Objections will be extended fifteen (15) calendar days for any Class  
18 Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day  
19 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to  
20 the next day on which the U.S. Postal Service is open.

21           **X. “Settlement”** shall mean the disposition of the Action and all related claims  
22 effectuated by this Agreement.

23           **Y. “Settlement Account”** shall mean a fund within the meaning of Treasury  
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1 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
2 Administrator for the benefit of Participating Class Members and PAGA Members.

3 **Z.** “Settlement Administration Costs” shall mean the fees and expenses reasonably  
4 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
5 required by this Agreement, not to exceed \$10,000.00.

6 **AA.** “**Settlement Administrator**” shall mean Phoenix Settlement Administrators or  
7 another administrator proposed by the Parties and appointed by the Court to administer the  
8 Settlement. The Parties represent that they do not have any financial interest in the Settlement  
9 Administrator or otherwise have a relationship with the Settlement Administrator that could  
10 create a conflict of interest.

11 **BB.** “**Settlement Share**” shall mean each Participating Class Member’s allocated  
12 share of the Net Settlement Amount as provided by this Agreement and any payment a PAGA  
13 Member is eligible to receive from the PAGA Payment per Section III.C.4.

14 **II. RECITALS**

15 **A.** On or about January 02, 2020, Plaintiff, through her attorneys, sent a letter to the  
16 Labor Workforce Development Agency (“LWDA”) alleging the following against Defendant:  
17 failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods,  
18 failure to issue proper wage statements, failure to timely pay wages, and related allegations (the  
19 “PAGA letter”). Plaintiff asserted these representative claims on behalf of all Class Members  
20 who are or were employed during the applicable statutory period.

21 **B.** On March 09, 2020, Plaintiff filed a representative action complaint in the Santa  
22 Cruz Superior Court, alleging the same wage and hour claims as set forth in the earlier PAGA  
23 letter. As a condition of settlement, on June 14, 2022, Plaintiff filed a first amended complaint  
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1 (“FAC”) in the Santa Cruz County Superior Court, to include claims on a class-wide basis.. The  
2 first amended complaint is the “Operative Complaint” for purposes of settlement, Defendant will  
3 not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the  
4 Court does not grant final approval of the Settlement, or if the Settlement does not become final  
5 and effective for any reason, then the FAC will be withdrawn and the original March 9, 2020  
6 complaint will again become the operative complaint without prejudice to Plaintiff’s right to seek  
7 leave to file a first amended complaint pursuant to the Parties’ Agreement to Toll Statute of  
8 Limitations. Defendant does not impliedly or expressly waive any arguments or defenses to the  
9 FAC or such first amended complaint that Plaintiff may file in the event the Court does not grant  
10 final approval of the Settlement.  
11

12           **C.**     On April 29, 2020, Defendant Season Management, LLC answered Plaintiff’s  
13 Complaint and denied, and continues to deny, all of Plaintiff’s material allegations. Specifically,  
14 Defendants deny the failure to pay wages, failure to provide meal periods, failure to authorize  
15 and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and  
16 related allegations in the Action. Defendants contend that they have complied with the Labor  
17 Code, the Business & Professions Code, and the applicable Wage Order at all times. Defendants  
18 further allege that the Plaintiff’s claims are not amenable to class treatment because common  
19 issues do not predominate. Defendants further contend that Plaintiff’s claims under PAGA are  
20 not manageable.  
21

22           **D.**     The Parties thereafter engaged in an informal, voluntary exchange of information  
23 in the context of privileged settlement discussions to facilitate an early mediation. The Parties  
24 exchanged discovery requests, documents, information, and data.  
25

26           **E.**     On February 11, 2021, following much of the foregoing informal discovery and  
27

1 exchange of information, the Parties participated in a full day mediation session presided over  
2 by Mediator Mark C. Peters, an experienced class action mediator. During the mediation session  
3 and subsequent negotiations, each side, represented by her/their respective counsel, recognized  
4 the risk of an adverse result in the Action and agreed to settle the Action and all other matters  
5 covered by this Agreement pursuant to the terms and conditions of this Agreement.  
6

7 **F.** Based on their own thorough, independent investigation and evaluation of this  
8 case, Class Counsel are of the opinion that the settlement with Defendant for the consideration  
9 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest  
10 of the Settlement Class in light of all known facts and circumstances, including the risk of  
11 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by  
12 Defendants, the risks of adverse determinations on the merits, and numerous potential appellate  
13 issues. Although Defendants contend they have no liability in this case, Defendants' counsel  
14 shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given  
15 the respective risks associated with the case.  
16

17 **G.** This Agreement represents a compromise and settlement of highly disputed  
18 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants  
19 that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class  
20 on those claims or to the State, or as an admission by Plaintiff that Defendants' defenses raised  
21 in the Action have merit. This Agreement is intended to fully, finally, and forever compromise,  
22 release, resolve, discharge, and settle the released claims subject to the terms and conditions set  
23 forth in this Agreement.  
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25 Based on the foregoing Recitals, the Parties agree as follows:  
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1 **III. SETTLEMENT TERMS AND CONDITIONS**

2 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating  
3 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional  
4 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not  
5 preliminarily and finally approved, the conditional certification of the Settlement Class will be  
6 of no force or effect, does not constitute an admission by Defendants that class certification is  
7 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties  
8 will litigate the issue of class certification.  
9

10 **B. Gross Settlement Amount.** Subject to the terms and conditions of this  
11 Agreement, the Gross Settlement Amount of Three Hundred and Fifty Thousand Dollars and  
12 Zero Cents (\$350,000.00), plus Defendants' employer share of employer-side payroll taxes, is  
13 the maximum amount payable by Defendants. In no event will Defendants be required to pay  
14 more than the Gross Settlement Amount for distribution to the Plaintiff, Class Counsel,  
15 Participating Class Members, PAGA Members, LWDA, and Settlement Administrator. The  
16 release provisions of this Settlement will not take effect until Defendants have paid in full the  
17 First Installment Payment of the Gross Settlement Amount provided that Plaintiff retains the right  
18 to seek to void such effect of the release in the event Defendants default on any subsequent  
19 installment payment as such payments are set forth in this Settlement Agreement. In the event  
20 Plaintiff establishes a payment default, this release will not take effect until Defendants have paid  
21 the Gross Settlement Amount in full.  
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23 **C. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and  
24 conditions of this Agreement, the Settlement Administrator will make the following payments  
25 out of the Gross Settlement Amount as follows:  
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**1. To Plaintiff.**

(a) **Class Representative Payment.** In addition to her Settlement Share, Plaintiff will apply to the Court for an award of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) as her Class Representative Payment. Defendants will not oppose a Class Representative Payment of not more than \$15,000.00. Plaintiff will receive no other payment other than her Settlement Share, her employee portion of the PAGA Payment and Class Representative Payment, and acknowledges that she is aware of no other facts or circumstances related to her employment with Defendants that could give rise to any additional entitlement to any further payments. The Settlement Administrator will pay the Class Representative Payment approved by the Court out of the Gross Settlement Amount. Payroll taxes, withholdings, and deductions will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to that payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due on the Class Representative Payment. The Class Representative Payment is in exchange for the release of Released Claims against the Released Parties, the general Release of Claims by Plaintiff, and for Plaintiff's time, effort and risk in bringing and prosecuting the Action. Any adjustments made by the Court to the requested Class Representative Payment shall not be deemed a material modification of this Settlement Agreement. In the event that the Court reduces or does not approve the requested Class Representative Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the Settlement for that reason, it shall remain binding, and any portion of the Class Representative Payment not awarded to Plaintiff will not revert to Defendants, but instead shall be returned to the Net Settlement Amount.

**2. To Class Counsel.** Class Counsel will apply to the Court for an award of

1 not more than One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Five  
2 Cents (\$116,666.65) (which is 33 and 1/3% of the Gross Settlement Amount) as their Class  
3 Counsel Fees Payment and an amount not more than Seventeen Thousand Five Hundred Dollars  
4 and Zero Cents (\$17,500.00) as their Class Counsel Litigation Expenses Payment, and  
5 Defendants will not oppose this request. The Settlement Administrator will pay the amount  
6 approved by the Court (but not more than One Hundred Sixteen Thousand Six Hundred Sixty-  
7 Six Dollars and Sixty-Five Cents (\$116,666.65) in fees and not more than Seventeen Thousand  
8 Five Hundred Dollars and Zero Cents (\$17,500.00) in expenses) out of the Gross Settlement  
9 Amount. Withholding and deductions will not be taken from the Class Counsel Fees and  
10 Litigation Expenses Payment and one or more Forms 1099 will be issued to Class Counsel with  
11 respect to those payments. In the event that the Court reduces or does not approve the requested  
12 Class Counsel Fees Payment and/or Class Counsel Litigation Expenses, Plaintiff shall not have  
13 the right to revoke this Settlement, and it will remain binding.  
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16 **3. To the Settlement Administrator.** The Settlement Administrator will be  
17 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the  
18 Court in an amount currently estimated to not exceed Ten Thousand Dollars and Zero Cents  
19 (\$10,000.00).

20  
21 **4. To the LWDA.** Subject to Court approval, the Parties agree that the  
22 amount of Four Thousand Dollars and Zero Cents (\$4,000.00) from the Gross Settlement Amount  
23 will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to  
24 PAGA, Seventy-Five Percent (75%), or Three Thousand Dollars and Zero Cents (\$3,000.00), of  
25 this sum will be paid to the LWDA and Twenty-Five Percent (25%), or One Thousand Dollars  
26 and Zero Cents (\$1,000.00), will become part of the Net Settlement Amount and will be  
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1 distributed to PAGA Members on a *pro rata* basis based on the total number of Individual Pay  
2 Periods (full or partial) worked by each PAGA Member during the PAGA Period. Partial Pay  
3 Periods shall be rounded up to the nearest whole integer. PAGA Members shall receive their  
4 portion of the PAGA Payment regardless of their decision to submit a request for exclusion to  
5 opt out of the Settlement.

6  
7 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**

8 Subject to the terms and conditions of this Agreement, the Settlement Administrator will  
9 distribute a payment from the Net Settlement Amount to each Participating Class Member. The  
10 Settlement Share for each Participating Class Member will be calculated as follows,  
11 understanding that the formulas below do not constitute an admission by either party, and are  
12 intended only to provide a practical means to simplify and administer the claims process:

13 (a) **Participating Class Members' Settlement Shares.** The  
14 settlement shares are allocated 20% to wages (for which employment taxes will be deducted and  
15 W-2s issued) and 80% to penalties and interest (for which 1099s will be issued).

16 (b) **Class Portion of Settlement Ratio Calculation.** The Settlement  
17 Administrator shall assign to each Class Member a "Class Settlement Ratio," which shall be a  
18 fractional number comprised of (a) that Class Member's Individual Pay Periods as the numerator,  
19 and (b) the aggregate total of all Class Members' Individual Pay Periods as the denominator. The  
20 Settlement Administrator shall assign to each Class Member the "Settlement Share" which shall  
21 be calculated by multiplying that Class Member's Settlement Ratio by the amount allocated to  
22 Class Members from the Net Settlement Amount.

23 (c) **PAGA Portion of Settlement Ratio Calculation.** The Settlement  
24 Administrator shall assign to each Class Member a "PAGA Settlement Ratio," which shall be a  
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1 fractional number comprised of (a) that PAGA Member's Individual Pay Periods during the  
2 PAGA Period as the numerator, and (b) the aggregate total of all PAGA Members' Individual  
3 Pay Periods during the PAGA Period as the denominator. The Settlement Administrator shall  
4 assign to each PAGA Member the "PAGA Settlement Share" which shall be calculated by  
5 multiplying that PAGA Member's Settlement Ratio by the amount allocated to PAGA Members  
6 from the Net Settlement Amount.  
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8           **2. Settlement Share Worksheet.** Upon calculation of the Class Members'  
9 and PAGA Members' Settlement Shares, the Settlement Administrator shall furnish to Class  
10 Counsel and Defense counsel a worksheet containing a list of unique identifying numbers for  
11 each of the Class Members with their corresponding Individual Pay Periods and Settlement  
12 Shares.

13           **E. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the  
14 Class Members' claims for Defendants' alleged failure to pay wages, failure to provide meal  
15 periods, failure to authorize and permit rest periods, failure to issue proper wage statements,  
16 failure to timely pay wages, and related violations of PAGA and the unfair competition law. Each  
17 Class Member shall be individually responsible for the employee's share of applicable payroll  
18 tax withholdings and deductions. Accordingly, each Settlement Share allocated to wages will be  
19 reduced by applicable employee-side payroll tax withholdings and deductions, and the  
20 Settlement Administrator will issue a Form W-2 to each Participating Class Member. The  
21 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement  
22 Administrator. For PAGA Members who submit a timely and valid request for exclusion to opt  
23 out of the class portion of the Settlement, 100% of the individual Settlement Share to that  
24 individual shall be allocated as penalties, and not wages, for which the Settlement Administrator  
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1 will issue to the PAGA Member an IRS Form-1099. Defendants will be responsible for the  
2 normal employer's share of any payroll tax attributable to the wage portion of the Settlement  
3 Share payments. Defendants' payment of the normal employer's share of payroll taxes  
4 attributable to the wage portion of the Settlement Share payments will be in addition to the Gross  
5 Settlement Amount.

6  
7 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to  
8 appoint Phoenix Settlement Administrators, a qualified administrator, to serve as the Settlement  
9 Administrator, which, as a condition of appointment, will agree to be bound by this Agreement  
10 with respect to the performance of its duties and its compensation. The Settlement Administrator  
11 shall have the sole and exclusive responsibility for: (1) calculating Pay Periods and/or  
12 Workweeks; (2) preparing, printing, and mailing the Class Notice to all Class Members as  
13 directed by the Court; (3) using reasonable measures to contact all Class Members, including  
14 conducting a National Change of Address search on all Class Members before mailing the Class  
15 Notice to each Class Member's address; (4) receiving and reporting the objections and requests  
16 for exclusion; (5) calculating Settlement Shares; (6) deducting all legally required taxes from  
17 Settlement Shares; (7) providing declarations as necessary in support of preliminary and/or final  
18 approval of this Settlement; and (8) other tasks as the Parties mutually agree or the Court orders  
19 the Settlement Administrator to perform. The Settlement Administrator's duties will also include  
20 re-mailing the Class Notice to the Class Member's new address for those Class Members whose  
21 address has changed; providing the Parties with weekly status reports about the delivery of Class  
22 Notice; calculating Settlement Shares; issuing and distributing checks to effectuate the payments  
23 due under the Settlement; reporting to the Court as required; and otherwise administering the  
24 Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and  
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1 expenses, including the cost of printing and mailing the Class Notice, will be paid out of the  
2 Gross Settlement Amount, as set forth herein, subject to Court approval. Any portion of the of  
3 the Settlement Administrator’s fees and expenses that are not used or which are not awarded by  
4 the Court will not revert to Defendants, but instead will be part of the Net Settlement Amount for  
5 distribution to Participating Class Members. If the Settlement Administrator’s fees and expenses  
6 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), such cost will be deducted from the  
7 Net Settlement Amount. The Settlement Administrator shall keep the Parties timely apprised of  
8 the performance of all Settlement Administrator responsibilities. Defendant and Defendant’s  
9 Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement  
10 Administrator’s work, and shall not be bound by any contract or agreement entered into between  
11 the Settlement Administrator and Class Counsel, if any. Plaintiff, Class Counsel, Defendant and  
12 Defendant’s Counsel shall not bear any responsibility for errors and omissions in the calculation  
13 or distribution of the Settlement Shares or any other distribution of monies contemplated by this  
14 Agreement.

17 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

18 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel  
19 will move the Court for an order granting Preliminary Approval of the Settlement (the “Motion  
20 for Preliminary Approval”), setting a date for the Final Approval Hearing, and approving the  
21 Class Notice (attached as **Exhibit A** to this Agreement), the Exclusion Request form (attached  
22 as **Exhibit B** to this Agreement), and the Pay Periods Dispute form (attached as **Exhibit C** to  
23 this Agreement). Any disagreement among the Parties concerning the Class Notice or other  
24 documents necessary to implement the Settlement will be referred to the Court.

26 **1.** At the hearing on the Motion for Preliminary Approval, the Parties  
27



1 (c) If any of the Class Members' Data are unavailable to Defendants,  
2 Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct  
3 or otherwise agree upon the Class Members' Data prior to when it must be submitted to the  
4 Settlement Administrator. Class Members' Data will otherwise remain confidential and will not  
5 be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to  
6 Defendants' express written authorization or by order of the Court.  
7

8 **2. Mailing of Class Notice.** Within fourteen (14) days after receiving the  
9 Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will  
10 mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing  
11 address information provided by Defendants, unless modified by any updated address  
12 information that the Settlement Administrator obtains in the course of administration of the  
13 Settlement.  
14

15 **3. Returned Class Notice.** If a Class Notice is returned because of an  
16 incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days  
17 from receipt of the returned Class Notice, search for a more current address for the Class Member  
18 and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the  
19 Class Members' Data and otherwise work with Defendants' Counsel and Class Counsel to find  
20 a more current address. The Settlement Administrator will be responsible for taking reasonable  
21 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing  
22 address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S.  
23 Postal Service. These reasonable steps shall include the tracking of all undelivered mail;  
24 performing address searches for all mail returned without a forwarding address; and promptly re-  
25 mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed,  
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1 the Settlement Administrator will note for its own records and notify Class Counsel and  
2 Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status  
3 report provided to the Parties.

4           **4. Declaration of Settlement Administrator.** Not later than twenty-one  
5 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide  
6 the Parties for filing with the Court a declaration of due diligence setting forth its compliance  
7 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement  
8 Administrator will supplement its declaration of due diligence if any material changes occur from  
9 the date of the filing of its prior declaration.

11           **C. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her  
12 estimated Settlement Share, the Class Member may produce evidence to the Settlement  
13 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow  
14 the directions on the Class Notice. To be valid and timely, all disputes and supporting documents  
15 must be postmarked by the Response Deadline. A Class Member may use the Pay Periods  
16 Dispute form (**Exhibit C** to this Settlement), though a Class Member is not obligated to do so to  
17 dispute information in the Class Notice. Absent evidence rebutting Defendants' records,  
18 Defendants' records will be presumed determinative. However, if a Class Member produces  
19 evidence contrary to Defendants' records by the Response Deadline, the Settlement  
20 Administrator shall notify Class Counsel and Defense Counsel to discuss and resolve the dispute,  
21 including providing all available relevant information to all counsel. The Parties will resolve all  
22 disputes jointly, which shall be final and binding on any Class Member disputes, and shall  
23 thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the  
24 Parties cannot reach an agreement, the dispute shall be submitted to the Court for final  
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1 determination. All such disputes are to be resolved or submitted to the Court not later than  
2 fourteen (14) calendar days after the Response Deadline.

3 **D. Requests for Exclusion from Settlement; and Objections to Settlement.** Class  
4 Members may submit requests to be excluded from the Settlement, or objections to the  
5 Settlement, pursuant to the following procedures:

6  
7 **2. Request for Exclusion from Settlement.** A Class Member may request  
8 to be excluded from the Settlement, and any payment of amounts under this Agreement, by timely  
9 mailing a letter to the Settlement Administrator stating that the Class Member wants to be  
10 excluded from this Settlement. This letter must include the Class Member's name, address,  
11 telephone number, signature, and a clear statement requesting to be excluded from the settlement  
12 of the class claims, as set forth on the Request for Exclusion form or similar to the following: "I  
13 wish to exclude myself from the class settlement reached in the matter of *Rios-Roman v. Seasons*  
14 *Management, LLC*. I understand that by excluding myself, I will not receive money from the  
15 settlement of my individual claims." To be valid and timely, the request to be excluded must be  
16 postmarked by the Response Deadline and returned to the Settlement Administrator at the  
17 specified address. A Class Member may use the Exclusion Request form (**Exhibit B** to this  
18 Settlement), though a Class Member is not obligated to do so to request exclusion from the  
19 Settlement. A Class Member who properly submits a valid and timely request to be excluded  
20 from the Settlement shall not receive any payment of any kind in connection with this Agreement  
21 or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no  
22 standing to object to the Settlement, except that the request for exclusion shall not be effective  
23 as to the release of claims arising under PAGA and shall not preclude the Class Member from  
24 receiving their share of the PAGA Payment. Any Class Member who does not affirmatively opt  
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1 out of the Settlement by submitting a timely Request for Exclusion will be a Participating Class  
2 Member and will be bound by all of the terms of the Settlement including those pertaining to the  
3 Released Claims, as well as any Final Order that may be entered by the Court if it grants final  
4 approval of the Settlement. A request for exclusion must be mailed to the Settlement  
5 Administrator at the address provided on the Class Notice. The Settlement Administrator shall  
6 transmit the request for exclusion to counsel for the Parties **Objections to Settlement.** The Class  
7 Notice will provide that any Class Member who does not request exclusion from the Action and  
8 who wishes to object to the Settlement should submit an objection in writing to the Settlement  
9 Administrator. To be valid, an objection must be postmarked by the Response Deadline and  
10 received by the Settlement Administrator at the address specified. The written objection to the  
11 Settlement should set forth the grounds for the objection and the other information required by  
12 this paragraph. The objection should be mailed to the Settlement Administrator at the address  
13 provided on the Class Notice. The Settlement Administrator shall transmit the objections to  
14 counsel for the Parties. Counsel will promptly file such objection with the Court.

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17 The written objection should state the objecting Class Member's full name, address, and  
18 the approximate dates of his or her employment with Defendants. The written objection should  
19 state the basis for each specific objection and any legal support in clear and concise terms. The  
20 written objection also should state whether the Class Member intends to formally intervene and  
21 become a party of record in the action, and upon formally intervening, appear and argue at the  
22 Final Approval Hearing.

23  
24 Regardless of whether an objecting Class Member complies with the objection procedure  
25 encouraged above, the Court will provide a Class Member with the opportunity to speak at the  
26 final approval hearing regardless of whether he or she has filed an appearance or submitted a  
27



1 written opposition beforehand. If the objecting Class Member does not formally intervene in the  
2 action and/or the Court rejects the Class Member's objection, the Class Member will still be  
3 bound by the terms of this Agreement.

4 **E. Report.** Not later than fourteen (14) days after the deadline for submission of  
5 requests for exclusion, the Settlement Administrator will provide the Parties with a complete and  
6 accurate list of all Class Members who sent timely requests to be excluded from the Settlement  
7 and all Class Members who objected to the Settlement.

8 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their  
9 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member  
10 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.  
11 If Class Members accounting for more than 5.00% of the Class submit valid requests to be  
12 excluded from the Settlement, then Defendants shall have the unilateral right, but not the  
13 obligation, to void this Settlement. Defendants may do so by giving notice to Class Counsel and  
14 the Court of their election to void the Settlement not later than seven (7) days before the Final  
15 Approval Hearing. No sums shall be payable by Defendants if this Agreement is voided as  
16 provided for herein with one exception: Defendants agree to pay any fees owing to the Settlement  
17 Administrator for services rendered in the event Defendants exercise their right to void the  
18 Settlement.

19 **G. Additional Briefing and Final Approval.** Plaintiff will file with the Court a  
20 motion for final approval of the Settlement and payment of the Settlement Administrator's  
21 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and  
22 Class Counsel will serve on Defendants and file with the Court a motion for awards of the Class  
23 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation  
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1 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

2           Before the Final Approval Hearing, the Parties shall be entitled to file and serve a  
3 response to any Class Member’s objection to the Settlement and/or reply in support of their  
4 motion for final approval of the Settlement, and payment of the Settlement Administrator’s  
5 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff  
6 and Class Counsel may file replies in support of their motions for the Class Representative  
7 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.  
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9           If the Court ultimately does not grant final approval of the Settlement or grants final  
10 approval conditioned on any material change to the Settlement, then either Party will have the  
11 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further  
12 obligations under the Settlement, including any obligation by Defendants to pay the Gross  
13 Settlement Amount or any amounts that otherwise would have been payable under this  
14 Agreement, except that Defendants and Plaintiff will jointly and equally pay the Settlement  
15 Administrator’s reasonable fees and expenses incurred as of the date that the Party exercises the  
16 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser  
17 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,  
18 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not  
19 constitute a material modification to the Settlement within the meaning of this Paragraph and  
20 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to  
21 appeal awards of attorneys’ fees and costs less than requested. The Parties agree that any such  
22 appeal constitutes a dispute between Plaintiff, Class Counsel and the Court, and that Defendant  
23 and Defendant’s Counsel will not be involved and will not be expected to appear, file papers,  
24 argue any position, or participate in any manner. Defendant’s obligation to fund the Settlement  
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1 proceeding, such as a motion to vacate judgment, a motion for new trial, any extraordinary writ,  
2 and any appeal, and the Judgment therefore will become non-appealable at the time it is entered.  
3 The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate  
4 proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for  
5 consummation of the Settlement (including making any payments under the Settlement) will be  
6 suspended until the appeal is fully and finally resolved and the Judgment, consistent with the  
7 terms of this Agreement, becomes Final.  
8

9 **J. Vacating, Reversal, or Material Modification of Judgment on Appeal or**  
10 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other  
11 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies  
12 the Judgment such that there is a material modification to the Settlement (including, but not  
13 limited to, the scope of release with respect to Participating Class Members), and that court's  
14 decision is not completely reversed and the Judgment is not fully affirmed on review by a higher  
15 court, then either Plaintiff or Defendants will have the unilateral right to void the Settlement,  
16 which the Party must do by giving written notice to the other Parties, the reviewing court, and  
17 the Court, not later than fourteen (14) days after the reviewing court's decision vacating,  
18 reversing, or materially modifying the Judgment becomes final. The Party exercising her/their  
19 right to unilaterally void the Settlement pursuant to this provision agrees to pay any fees owing  
20 to the Settlement Administrator for services rendered. An order vacating, reversing or modifying  
21 the Court's award of the Class Representative Payment, or the Class Counsel Fees Payment  
22 and/or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or  
23 material modification of the Judgment within the meaning of this paragraph, and shall not render  
24 the Settlement voidable, provided that Defendant's obligation to make payments under this  
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1 Settlement will remain limited by the Gross Settlement Amount.

2           **K. Establishment of Settlement Account and Installment Payments.** The  
3 Settlement Administrator shall establish an interest-bearing Settlement Account for distributing  
4 Settlement Shares and Payments identified in this Agreement. Defendants shall pay the Gross  
5 Settlement Amount (exclusive of any interest that may accrue in the interest-bearing account, as  
6 provided in this Section) pursuant to the following two-year payment plan: (1) a payment  
7 installment in the amount of \$116,666.66 (“First Installment Payment”) within ten (10) calendar  
8 days of the Effective Date; (2) monthly payments thereafter in the amount of at least \$10,144.93  
9 payable on or before the first of each month for 23 months or until the full Gross Settlement  
10 Amount (exclusive of any interest that shall accrue in the interest-bearing account) is met,  
11 (“Monthly Installment Payments”). Defendants shall wire the Monthly Installments to an  
12 interest-bearing account to be established and maintained by the Settlement Administrator. All  
13 interest that shall accrue in said account on any portions of the Gross Settlement Amount shall  
14 be paid out to Participating Class Members as part of any Net Settlement Amount. The Settlement  
15 Administrator shall establish and maintain a Qualified Settlement Fund for the collection and  
16 administration of settlement funds.

17           **L. Payment of Settlement Shares.** There will be multiple distributions of the Gross  
18 Settlement Amount as follows:

19                   **1. First Distribution.** Within fourteen (14) calendar days of the Effective  
20 Date, or within ten (10) calendar days of the deadline for the First Installment Payment  
21 (whichever is later), the Settlement Administrator shall distribute, *pro rata*, the portion of the  
22 Gross Settlement Amount Defendants paid by that date (*i.e.*, *pro rata* Settlement Shares),  
23 including *pro rata* portions of the PAGA payment, Class Representative Payment, the Class  
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1 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Settlement  
2 Administrator's payment.

3           **2. Second Distribution.** Within ten (10) calendar days of the date on which  
4 Defendants have funded at least half of the Gross Settlement Amount in conformity with the two-  
5 year payment plan set forth in Section IV.K., or twelve (12) months after the First Installment  
6 Payment, whichever is earlier, the Settlement Administrator shall distribute, *pro rata*, the portion  
7 of the Gross Settlement Amount Defendants paid since the first distribution (*i.e.*, additional *pro*  
8 *rata* Settlement Shares), including *pro rata* portions of the PAGA payment, Class Representative  
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
10 the Settlement Administrator's payment.

11           **3. Third Distribution.** Within ten (10) calendar days of the date on which  
12 the last Monthly Installment Payment is due in conformity with the two-year payment plan set  
13 forth in Section IV.K, the Settlement Administrator shall distribute, *pro rata*, the remaining  
14 portion of the Gross Settlement Amount (*i.e.*, remaining *pro rata* Settlement Shares plus a *pro*  
15 *rata* share of any interest that has accrued pursuant to Section IV.K.), remaining *pro rata* portions  
16 of the PAGA payment, Class Representative Payment, the Class Counsel Fees Payment, the  
17 Class Counsel Litigation Expenses Payment, and the Settlement Administrator's payment.

18           **M. Default on Payment.** In the event Defendants fail to pay any portion of the Gross  
19 Settlement Amount, it shall be considered a default. In the event Defendants fail to make any  
20 payment on the date it is due, the Settlement Administrator will provide notice to Class Counsel  
21 and Defense Counsel within five (5) business days of the missed payment. Thereafter,  
22 Defendants will have fifteen (15) days to cure the default and tender payment to the Settlement  
23 Administrator. In the event Defendants fail to cure the default within the times set forth herein,  
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1 will not take effect until Defendants have paid in full the First Installment Payment of the Gross  
2 Settlement Amount provided that Plaintiff retains the right to seek to void such effect of the  
3 release in the event Defendants default on any subsequent installment payment as such payments  
4 are set forth in this Settlement Agreement. In the event Plaintiff establishes a payment default,  
5 this release will not take effect until Defendants have paid the Gross Settlement Amount in full.  
6 All PAGA Members, regardless of whether they submit timely and valid requests for exclusion  
7 from the Settlement, will release all Released Claims under PAGA against the Released Parties.  
8 The State of California will also release all Released Claims under PAGA against the Released  
9 Parties.  
10

11 **B. Release of Claims by Plaintiff.** Upon the Effective Date, in addition to the claims  
12 being released by all Participating Class Members, Plaintiff will provide the following additional  
13 general release (“General Release”): Plaintiff, on her own behalf and on behalf of her heirs,  
14 spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the  
15 Released Parties from all claims, demand, rights, liabilities and causes of action of every nature  
16 and description whatsoever, known or unknown, asserted or that might have been asserted,  
17 whether in tort, contract, or violation of any state or federal statute, rule or regulation arising out  
18 of, relating to, or in connection with any act or omission by or on the part of any of the Released  
19 Parties committed or omitted prior to the execution of this Agreement, including, but not limited  
20 to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage  
21 Orders of California’s Industrial Welfare Commission, other state wage and hour laws, the  
22 Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the  
23 Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California  
24 Family Rights Act, the Family Medical Leave Act, California’s Whistleblower Protection Act,  
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1 and California Business & Professions Code Section 17200 *et seq.* Plaintiff's General Release  
2 set forth herein shall include a waiver of all rights under California Civil Code §1542, which  
3 includes a release of all known and unknown claims against the Released Parties. Civil Code  
4 section 1542 provides:

5  
6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
8 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
9 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**  
10 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
11 **OR RELEASED PARTY.**

12 Upon the Effective Date, Plaintiff will be deemed to have expressly waived all her rights and  
13 benefits under Civil Code §1542. Plaintiff's release excludes any claim for worker's  
14 compensation against Defendants.

15 **C. Class Counsel.** As of the date the Judgment becomes Final, and except as  
16 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class  
17 Counsel (The Spivak Law Firm and United Employees Law Group), including without limitation  
18 David G. Spivak, Esq. and Walter L. Haines, Esq., waive any claim to costs and attorneys' fees  
19 and expenses against Defendants or the Released Parties arising from or related to the Action,  
20 except those incurred to enforce this Agreement and collect the Judgment, including but not  
21 limited to claims based on the California Labor Code, the California Civil Code, the California  
22 Code of Civil Procedure, the Fair Labor and Standards Act, or any other statute or law (the "Class  
23 Counsel Released Claims").

24 **D. Tax Liability.** Defendants make no representation as to the tax treatment or legal  
25 effect of the payments called for in this Agreement, and Plaintiff, Settlement Class Members,  
26 and PAGA Members are not relying on any statement, representation, or calculation by  
27 Defendants or by the Settlement Administrator in this regard. Plaintiff, Settlement Class

1 Members, and PAGA Members understand and agree that except for Defendants’ payment of the  
2 employer’s portion of any payroll taxes, they will be solely responsible for the payment of any  
3 taxes and penalties assessed on the payments issued to them under the Settlement, as described  
4 herein, and will be solely responsible for any penalties or other obligations resulting from their  
5 personal tax reporting of such payments.  
6

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

8 **F. Notice of Settlement to the LWDA.** Plaintiff hereby represents that Plaintiff will  
9 provide notice of the Agreement and proposed settlement to the Labor and Workforce  
10 Development Agency at the time the motion for preliminary approval is filed, as required by  
11 Labor Code Section 2699(1)(2).

12 **VI. NON-PUBLICITY PROVISION**

13 Plaintiff and Plaintiff’s counsel agree not to disclose or publicize the Settlement,  
14 including the fact of the Settlement, in any manner or form, directly or indirectly, to any person  
15 or entity, except potential class members and as shall be contractually required to effectuate the  
16 terms of the Settlement. For avoidance of doubt, this section means that Plaintiff and Plaintiff’s  
17 counsel agree that they will not issue any press releases, initiate any contact with the press,  
18 respond to any press inquiry, or have any communication with the press about the fact, amount,  
19 or terms of the Settlement. In addition, Plaintiff and Plaintiff’s counsel agree that they will not  
20 engage in any advertising or distribute any marketing materials relating to the Settlement of this  
21 case in any manner that identifies the Defendants, including but not limited to any postings on  
22 any websites maintained by Class Counsel. Neither Plaintiff nor Class Counsel will discuss the  
23 terms or the fact of the Settlement with third parties other than (1) their immediate family  
24 members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other  
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1 Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or conditions  
2 of this Settlement in any manner that identifies the Defendants. However, Class Counsel may  
3 identify this Settlement in other matters to demonstrate their adequacy as counsel in such other  
4 matters.

5 **VII. MISCELLANEOUS TERMS**

6 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any  
7 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and  
8 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff  
9 and Class Members will be deemed to have waived all such claims, whether known or unknown  
10 by them, as part of their release of claims under this Agreement.

11 **B. No Admission of Liability.** Defendants deny that they have engaged in any  
12 unlawful activity, have failed to comply with the law in any respect, or have any liability to  
13 anyone under the claims asserted in the Action. This Agreement is entered into solely for the  
14 purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will  
15 be construed as an admission of liability or wrongdoing by Defendants, or an admission by  
16 Plaintiff that any of her claims was non-meritorious or any defense asserted by Defendants was  
17 meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the  
18 Action will have no bearing on, and will not be admissible in connection with, any litigation  
19 (other than solely in connection with the Settlement).

20 **C.** Whether or not the Judgment becomes Final, neither the Settlement, this  
21 Agreement, any document, statement, proceeding or conduct related to the Settlement or the  
22 Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or  
23 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to  
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1 Defendants or any other Released Parties, including, but not limited to, evidence of a  
2 presumption, concession, indication or admission by any of the Released Parties of any liability,  
3 fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in  
4 evidence against any of the Released Parties, in any further proceeding in the Action, or any other  
5 civil, criminal or administrative action or proceeding except for purposes of effectuating the  
6 Settlement pursuant to this Agreement.  
7

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

15 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and  
16 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate  
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
18 its terms, and to execute any other documents required to effectuate the terms of this Agreement.  
19 Plaintiff warrants and represents that she is authorized to sign this Agreement and that she has  
20 not assigned any claim, or part of a claim, covered by this Settlement to a third party. The Parties  
21 and their counsel will cooperate with each other and use their best efforts to effect the  
22 implementation of the Settlement. In the event the Parties are unable to reach agreement on the  
23 form or content of any document needed to implement the Agreement, or on any supplemental  
24 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will  
25 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions  
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1 and assistance of the court will be consistent with this Agreement.

2       **F.     Use and Return of Documents and Data.** Upon written request from  
3 Defendants, Class Counsel will return or destroy all originals, copies, and summaries of  
4 documents and data provided to Class Counsel by Defendants in connection with the settlement  
5 negotiations in this matter. Class Counsel will confirm in writing to Defendants the destruction  
6 of all such documents and data within fourteen (14) days of such request. All originals, copies,  
7 and summaries of documents and data provided to Class Counsel by Defendants and/or  
8 Defendants' Counsel in connection with the mediation or other settlement negotiations in this  
9 matter may be used only with respect to this Settlement, and for no other purpose, and may not  
10 be used in any way that violates any existing contractual agreement, statute or rule.

12       **G.     Modification of Agreement.** This Agreement, and all parts of it, may be  
13 amended, modified, changed, or waived only by an express written instrument signed by all  
14 Parties or their successors-in-interest, and as may be approved by the Court.

16       **H.     Agreement Binding on Successors.** This Agreement will be binding upon, and  
17 inure to the benefit of, the successors of each of the Parties hereto, as previously defined.

18       **I.     Applicable Law.** All terms and conditions of this Agreement and its exhibits will  
19 be governed by and interpreted according to the laws of the State of California, without giving  
20 effect to any conflict of law principles or choice of law principles.

22       **J.     Cooperation in Drafting.** The Parties have cooperated in the drafting and  
23 preparation of this Agreement. This Agreement will not be construed against any Party on the  
24 basis that the Party was the drafter or participated in the drafting.

25       **K.     Fair Settlement.** The Parties and their respective counsel believe and warrant that  
26 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived  
27

1 at this Agreement through arms-length negotiations and in the context of adversarial litigation,  
2 considering all relevant factors, current and potential. The Parties further acknowledge that they  
3 are each represented by competent counsel and that they have had an opportunity to consult with  
4 their counsel regarding the fairness and reasonableness of this Settlement.

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

7 **M. Notice.** All notices, demands or other communications given under this  
8 Agreement will be in writing and deemed to have been duly given as of the third calendar day  
9 after mailing by United States mail, addressed as follows:  
10

11 *To Class Counsel:*  
12 David G. Spivak, Esq.  
13 The Spivak Law Firm  
14 8605 Santa Monica Bl  
15 PMB 42554  
16 West Hollywood, CA 90069

*To Defense Counsel:*  
Carolyn B. Hall, Esq.  
Ogletree, Deakins, Nash, Smoak & Stewart,  
P.C.  
One Embarcadero Center  
Suite 900  
San Francisco, CA 94111

17 **N. Execution in Counterpart.** This Agreement may be executed in one or more  
18 counterparts. All executed counterparts and each of them will be deemed to be one and the same  
19 instrument provided that counsel for the Parties will exchange between themselves original  
20 signed counterparts. Facsimile signatures will be presumptive evidence of execution of the  
21 original, which shall be produced on reasonable request. Any executed counterpart will be  
22 admissible to prove the existence and contents of this Agreement.

23 **O. Stay of Litigation.** The Parties agree that upon the signing of this Agreement by  
24 the Parties hereto the continuing litigation of the Action shall be stayed.

25 The Parties indicate by signing below their approval of the form of this Settlement  
26  
27

1 Agreement (and exhibits thereto).

2  
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement  
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set  
5 forth.

6 **IT IS SO AGREED:**

7 07 / 12 / 2022  
8 Dated: June \_\_, 2022

By:   
9 MARIA RIOS-ROMAN, Plaintiff

10  
11 Dated: June \_\_, 2022

By: \_\_\_\_\_  
12 Seasons Management, LLC, SM Santa  
13 Cruz Limited Partnership, and SL – Sun  
14 Oak, LLC, Defendants

14 **APPROVED AS TO FORM:**

15 THE SPIVAK LAW FIRM

16  
17 Dated: June \_\_, 2022

By: \_\_\_\_\_  
18 DAVID G. SPIVAK, Attorneys for  
19 Plaintiff, MARIA RIOS-ROMAN, and  
20 all others similarly situated

21 UNITED EMPLOYEES LAW GROUP

22  
23 Dated: June \_\_, 2022

By: \_\_\_\_\_  
24 WALTER L. HAINES, Attorneys for  
25 Plaintiff, MARIA RIOS-ROMAN, and  
26 all others similarly situated

MRR



1 Agreement (and exhibits thereto).

2  
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement  
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set  
5 forth.

6 **IT IS SO AGREED:**

7  
8 Dated: June \_\_\_, 2022

By: \_\_\_\_\_  
MARIA RIOS-ROMAN, Plaintiff


9  
10  
11 Dated: June \_\_\_, 2022

By: \_\_\_\_\_  
Seasons Management, LLC, SM Santa  
Cruz Limited Partnership, and SL – Sun  
Oak, LLC, Defendants

12  
13  
14 **APPROVED AS TO FORM:**

15 THE SPIVAK LAW FIRM

16  
17 Dated: June 22, 2022

By:   
\_\_\_\_\_  
DAVID G. SPIVAK, Attorneys for  
Plaintiff, MARIA RIOS-ROMAN, and  
all others similarly situated

18  
19  
20  
21 UNITED EMPLOYEES LAW GROUP

22  
23 Dated: June \_\_\_, 2022

By: \_\_\_\_\_  
WALTER L. HAINES, Attorneys for  
Plaintiff, MARIA RIOS-ROMAN, and  
all others similarly situated

1 Agreement (and exhibits thereto).

2  
3 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement  
4 is executed by the Parties and their duly authorized attorneys as of the day and year herein set  
5 forth.

6 **IT IS SO AGREED:**

7  
8 Dated: June \_\_, 2022

By: \_\_\_\_\_  
MARIA RIOS-ROMAN, Plaintiff

9  
10  
11 Dated: June \_\_, 2022

By: \_\_\_\_\_  
Seasons Management, LLC, SM Santa  
Cruz Limited Partnership, and SL – Sun  
Oak, LLC, Defendants

12  
13  
14 **APPROVED AS TO FORM:**


15 THE SPIVAK LAW FIRM

16  
17 Dated: June \_\_, 2022

By: \_\_\_\_\_  
DAVID G. SPIVAK, Attorneys for  
Plaintiff, MARIA RIOS-ROMAN, and  
all others similarly situated

18  
19  
20  
21 UNITED EMPLOYEES LAW GROUP

22  
23 Dated: June 21, 2022

By:  \_\_\_\_\_  
WALTER L. HAINES, Attorneys for  
Plaintiff, MARIA RIOS-ROMAN, and  
all others similarly situated

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Agreement (and exhibits thereto).


IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

**IT IS SO AGREED:**

Dated: June \_\_\_, 2022

By: \_\_\_\_\_  
MARIA RIOS-ROMAN, Plaintiff

Dated: July 18, 2022

By:   
Seasons Management, LLC, SM Santa Cruz Limited Partnership, and SL – Sun Oak, LLC, Defendants

**APPROVED AS TO FORM:**

THE SPIVAK LAW FIRM

Dated: June \_\_\_, 2022

By: \_\_\_\_\_  
DAVID G. SPIVAK, Attorneys for Plaintiff, MARIA RIOS-ROMAN, and all others similarly situated

UNITED EMPLOYEES LAW GROUP

Dated: June \_\_\_, 2022

By: \_\_\_\_\_  
WALTER L. HAINES, Attorneys for Plaintiff, MARIA RIOS-ROMAN, and all others similarly situated

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

Dated: July 18, 2022

By: 

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CAROLYN B. HALL, Attorneys for  
Defendants, SEASONS  
MANAGEMENT, LLC, SM SANTA  
CRUZ LIMITED PARTNERSHIP, and  
SL – Sun Oak, LLC