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8 L.L.C., Avalon Senior Living – Clearlake, L.L.C., Avalon  
Senior Living – Yreka, L.L.C., and Avalon Senior Living  
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15

Attorneys for Plaintiff Dianna Faith Moon,  
16 individually and on behalf of all others similarly situated.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF STANISLAUS**

19 DIANNA FAITH MOON, individually and on ) Case No. CV-21-003153  
behalf of all others similarly situated, )  
20 ) Assigned for All Purposes To:  
Plaintiff, ) Judge: Hon. Sonny S. Sandhu  
21 v. ) Dept: 24  
)  
22 AVALON HEALTH CARE MANAGEMENT, ) **JOINT STIPULATION OF CLASS AND**  
INC.; AVALON SENIOR LIVING - ) **PAGA SETTLEMENT**  
23 FORTUNA, L.L.C.; AVALON SENIOR )  
LIVING - CEDAR CREEK, L.L.C.; AVALON ) Action Filed: June 17, 2021  
24 SENIOR LIVING - CLEARLAKE, L.L.C.; )  
AVALON SENIOR LIVING - YREKA, )  
25 L.L.C.; AVALON SENIOR LIVING )  
SERVICES, LLC; EASTRIDGE PACIFIC )  
26 SENIOR-LIVING, LLC; and DOES 1 through )  
20, inclusive, )  
27 )  
Defendants. )  
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This Joint Stipulation of Class and PAGA Settlement is made by and between plaintiff Dianna Faith Moon, on behalf of herself, the Class and the State of California pursuant to the Private Attorneys General Act, on the one hand, and defendants Avalon Health Care Management, Inc., Avalon Senior Living – Fortuna, LLC, Avalon Senior Living – Clearlake, LLC, Avalon Senior Living – Yreka, LLC, Avalon Senior Living – Cedar Creek, LLC, Avalon Senior Living Services, LLC, and Eastridge Pacific Senior-Living LLC on the other hand.

In consideration of the mutual covenants, promises, and agreements set forth in this Joint Stipulation of Class and PAGA Settlement, the Parties agree, subject to the Court’s approval, to the resolution of the Action, the Released Claims, and the Released PAGA Claims, subject to the following terms and conditions.

**DEFINITIONS**

1. “**Action**” means the civil action titled *Dianna Faith Moon v. Avalon Health Care Management, Inc.; Avalon Senior Living – Fortuna, L.L.C.; Avalon Senior Living – Cedar Creek, L.L.C.; Avalon Senior Living – Clearlake, L.L.C.; Avalon Senior Living – Yreka, L.L.C.; Avalon Senior Living Services, LLC; Eastridge Pacific Senior-Living, LLC; and Does 1 through 20, inclusive*, Stanislaus Superior Court No. CV-21-003153.

2. “**Administration Expenses**” means the amount to be paid to the Administrator from the Maximum Settlement Amount for its services in administrating the settlement.

3. “**Administrator**” means Phoenix Class Action Administration Solutions.

4. “**Agreement**” and “**Settlement**” means this Joint Stipulation of Class and PAGA Settlement.

5. “**Class and PAGA Members**” means all Class Members and/or PAGA Members.

6. “**Class Counsel**” means the attorneys for Plaintiff and the Class, who are:

AEGIS LAW FIRM, PC  
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2 7. **“Class Counsel’s Attorneys’ Fees and Costs”** means the Court-approved  
3 attorneys’ fees, expenses, and costs incurred by Class Counsel for Class Counsel’s litigation and  
4 resolution of the Action.

5 8. **“Class Data”** means Class Members’ name, last-known mailing address, Social  
6 Security Number, dates of employment, number of PAGA Period pay periods, and Class Period  
7 work weeks.

8 9. **“Class Members”** and **“Class”** means all persons employed by Defendants in an  
9 hourly, non-exempt position in California during the Class Period.

10 10. **“Class Period”** means from February 1, 2019 through December 4, 2020.

11 11. **“Court”** refers to the court having jurisdiction over the Action, which is presently  
12 the Stanislaus Superior Court.

13 12. **“Defendants”** means Avalon Health Care Management, Inc., Avalon Senior Living  
14 – Fortuna, LLC, Avalon Senior Living – Clearlake, LLC, Avalon Senior Living – Yreka, LLC,  
15 Avalon Senior Living – Cedar Creek, LLC, Avalon Senior Living Services, LLC, and Eastridge  
16 Pacific Senior-Living LLC.

17 13. **“Defense Counsel”** means Corey J. Cabral and Sander van der Heide of the law  
18 firm CDF Labor Law LLP.

19 14. **“Dispute Deadline”** means thirty (30) calendar days after the Administrator mails  
20 the Class Notice to Class Members.

21 15. **“Effective Date”** means the date the Court grants Final Approval of the Settlement  
22 and Judgment in the absence of any objection or intervention to the Settlement. If an objection or  
23 intervention to the Settlement is filed and not later withdrawn, the Effective Date is the later of the  
24 following events: (i) when the period for filing any appeal, writ or other appellate proceeding  
25 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having  
26 been filed; or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been  
27 dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal,  
28 writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further

1 remedies or relief. In this regard, in the event an objection or intervention is filed and not later  
2 withdrawn, the Parties hereby state their intention that the Settlement will not become effective  
3 until the Court's order granting final approval of the Settlement is completely final, and there is no  
4 further recourse by any appellant or objector who seeks to contest the finality of the Settlement.

5 16. **“Final Approval Motion”** means Plaintiff's motion for final approval of the  
6 Settlement and judgment.

7 17. **“Final Approval Order and Judgment”** means the Court's Order Granting Final  
8 Approval of the Settlement and Judgment.

9 18. **“Individual Class Award(s)”** means the Participating Class Members' pro rata  
10 shares of the Net Settlement Amount calculated based on the number of workweeks worked during  
11 the Class Period.

12 19. **“Individual PAGA Award(s)”** means PAGA Members' pro rata shares of twenty-  
13 five percent (25%) of the PAGA Allocation, which is Two Thousand Seven Hundred Fifty Dollars  
14 (\$2,750.00) to PAGA Members on a pro-rata basis based on the number of pay periods each PAGA  
15 Member worked during the PAGA period.

16 20. **“LWDA”** means the California Labor and Workforce Development Agency.

17 21. **“LWDA Payment”** means the seventy-five percent (75%) of the PAGA Allocation  
18 to be paid to the LWDA under the Agreement which, subject to Court approval, is Eight Thousand Two  
19 Hundred and Fifty Dollars (\$8,250.00)

20 22. **“Maximum Settlement Amount”** means Three Hundred Thirty-Seven Thousand  
21 Five Hundred Dollars (\$337,500.00) (“Maximum Settlement Amount”), which is inclusive of all  
22 amounts Defendants are required to pay under the Settlement, except as otherwise provided below,  
23 including all Individual Class Awards to Participating Class Members, all Individual PAGA  
24 Awards to PAGA Members, the LWDA Payment, the employer portion of applicable taxes,  
25 Plaintiff's Enhancement Award, Class Counsel's Attorneys' Fees and Costs, and Administration  
26 Expenses. No part of the Maximum Settlement Amount shall revert to Defendants.

27 23. **“Net Settlement Amount”** means the amount from the Maximum Settlement  
28 Amount that is available for distribution as Individual Class Awards for Participating Class

1 Members after deducting (1) the PAGA Allocation (which includes the LWDA Payment and the  
2 Individual PAGA Awards), (2) Plaintiff's Enhancement Award, (3) Class Counsel's Attorneys'  
3 Fees and Costs, (4) the employer portion of applicable taxes, and (5) Administration Expenses.

4 24. **"PAGA"** means California's Labor Code Private Attorneys General Act, Cal. Lab.  
5 Code § 2699, et seq.

6 25. **"PAGA Allocation"** means, subject to Court approval, the allocation of Eleven  
7 Thousand Dollars (\$11,000.00) of the Maximum Settlement Amount as PAGA penalties.

8 26. **"PAGA Pay Periods"** refers to the number of pay periods a PAGA Member  
9 worked for Defendants as a non-exempt or hourly-paid employee in California during the PAGA  
10 Period. Each PAGA Member will be credited with at least one (1) PAGA Pay Period.

11 27. **"PAGA Period"** means from June 17, 2020 through December 4, 2020.

12 28. **"PAGA Class"** and **"PAGA Member(s)"** means all persons employed by  
13 Defendants in an hourly, non-exempt position in California during the PAGA Period.

14 29. **"Participating Class Member(s)"** means all Class Members who do not opt out of  
15 the Settlement.

16 30. **"Parties"** means Plaintiff and Defendants collectively.

17 31. **"Plaintiff"** and **"Class Representative"** means Dianna Faith Moon on behalf of  
18 herself and each of her heirs, representatives, successors, assigns, and attorneys.

19 32. **"Plaintiff's Enhancement Award"** means, subject to Court approval, Ten  
20 Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of her  
21 effort and work in prosecuting the Action and in consideration for an individual general release of  
22 all claims with a waiver of California Code of Civil Procedure Section 1542.

23 33. **"Preliminary Approval"** means the Court's Order Granting Preliminary Approval  
24 of the Settlement.

25 34. **"Preliminary Approval Motion"** means Plaintiff's motion for preliminary  
26 approval of the Settlement.

27 35. **"Released Claims"** means all claims under the California Labor Code, Wage  
28 Orders, regulations, and/or any other provisions of state or federal law against the Released Parties

1 that were alleged in the Action and those that reasonably could have been alleged in the Action  
2 based on Plaintiff’s factual allegations asserted in the Action and any amendments thereto,  
3 including, without limitation, all claims for (1) off-the-clock work, (2) meal period auto-deduction,  
4 (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) unpaid double time,  
5 (8) regular rate of pay, (9) meal periods and meal period premiums, (10) rest breaks and rest break  
6 premiums, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at  
7 separation, (14) violation of Unfair Competition Law, and any other Labor Code violations that  
8 were alleged in the Action, or that could have been alleged in the Action based on the facts alleged  
9 in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201,  
10 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,  
11 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code  
12 section 17200, *et seq.* during the Class Period.

13         36.       **“Released PAGA Claims”** means all claims for civil penalties under the California  
14 Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against  
15 the Released Parties that were alleged in the Action and that reasonably could have been alleged in  
16 the Action based on the factual allegations contained in the operative complaints in the Action and  
17 any amendments thereto, including, without limitation, all claims for civil penalties under PAGA  
18 (Labor Code § 2698 *et seq.*) related to (1) off-the-clock work, (2) meal period auto-deduction, (3)  
19 unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) unpaid double time, (8)  
20 regular rate of pay, (9) meal periods and meal period premiums, (10) rest breaks and rest break  
21 premiums, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at  
22 separation, and any other Labor Code violations that were alleged in the Action, or that could have  
23 been alleged in the Action based on the facts alleged in the Action, which includes, but is not  
24 limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7,  
25 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, during the PAGA  
26 Period.

27         37.       **“Released Parties”** means (i) Defendants, (ii) Defendants’ past and present direct  
28 and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and

1 affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents,  
2 employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants,  
3 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and  
4 assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with  
5 any of the foregoing.

6 38. **“Request(s) for Exclusion”** refers to a Class Member’s written request to be  
7 excluded (i.e., opt-out) from the Settlement.

8 39. **“Response Deadline”** means forty-five (45) calendar days after the Administrator  
9 mails the Class Notice to Class Members.

10 40. **“Workweek(s)”** refers to the number of weeks a Class Member worked for  
11 Defendants as a non-exempt or hourly-paid employee in California during the Class Period,  
12 excluding any week(s) during which the Class Member did not work or was on a leave of absence.  
13 Each Class Member will be credited with at least one (1) Workweek.

14 41. **“Workweek Dispute(s)”** refers to a Class Member’s written dispute of the pre-  
15 printed information in the Class Notice as to his or her Workweeks and/or PAGA Pay Periods.

#### 16 **FACTUAL BACKGROUND**

17 42. Plaintiff filed a letter with the LWDA on June 17, 2021 alleging various wage and  
18 hour violations by Defendants.

19 43. On June 17, 2021, Plaintiff filed a civil complaint in Stanislaus Superior Court  
20 alleging the following claims: (1) unpaid minimum wages for off-the-clock work; (2) unpaid  
21 overtime based on off-the-clock work and regular rate of pay; (3) failure to provide meal periods;  
22 (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to  
23 timely pay wages at discharge; and (7) violation of the Unfair Competition Law.

24 44. On February 1, 2022, Plaintiff filed the operative first amended complaint entitled  
25 *Moon v Avalon Health Care Management, Inc. et al.* Stanislaus Superior Court Case No.: CV-21-  
26 003153, alleging the following claims: (1) unpaid minimum wages for off-the-clock work; (2)  
27 unpaid overtime based on off-the-clock work and regular rate of pay; (3) failure to provide meal  
28 periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6)

1 failure to timely pay wages at discharge; (7) violation of the Unfair Competition Law; and (8)  
2 PAGA.

3 45. Plaintiff has not filed a motion for class certification in the Action, nor has a date  
4 been set by the Court for the filing of such a motion.

5 46. The Action has been actively litigated. There have been on-going investigations, and  
6 there has been an exchange of extensive documentation and information.

7 47. On June 16, 2022 the Parties participated in a mediation with well-respected  
8 mediator Steve Serratore and reached a settlement of the claims in the Action as specified in this  
9 Agreement.

10 **INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY**

11 48. **No Determination on the Merits.** There has been no determination on the merits  
12 of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire  
13 of the Parties to fully, finally, and forever settle, compromise, discharge, and release of any and all  
14 disputes and claims against the Released Parties arising from or related to the Action.

15 49. **Defendant Denies Liability and Wrongdoing.** This Agreement represents a full  
16 and good-faith compromise and settlement of highly disputed claims. Nothing in this Agreement  
17 or any statement or conduct in furtherance of the Settlement is intended or will be construed as an  
18 admission by Defendants that Plaintiff's claims in the Action have merit or that Defendants have  
19 any liability to Plaintiff, any Class Members, or any PAGA Members. Defendants deny any  
20 liability and wrongdoing of any kind associated with the alleged claims. Defendants further deny  
21 that, for any purpose other than settling the Action, the Action is appropriate for class or  
22 representative treatment. Defendants contend that they have complied with California and Federal  
23 employment laws at all times and that employees have been paid all wages owed.

24 **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

25 50. Solely for purposes of settling the Action, the Parties stipulate that the requisites for  
26 class certification with respect to the Class Members are met. The Parties stipulate that certification  
27 for settlement purposes is in no way an admission that class certification is proper for litigation  
28 purposes, and that evidence of this limited stipulation for settlement purposes will not be deemed



1 admissible in this or any other proceeding. More specifically, the Parties stipulate that, solely for  
2 settlement purposes:

3 A. The Class is ascertainable and so numerous as to make it impracticable to join all Class  
4 Members;

5 B. With respect to the Class, common questions of law and fact predominate over  
6 questions affecting any individual member in the Class, including, but not limited to:  
7 whether Defendants paid proper wages and overtime to the Class; whether Defendants  
8 provided compliant meal periods and associated premium pay to the Class; whether  
9 Defendants provided compliant rest periods and associated premium pay to the Class;  
10 whether Defendants timely paid compensation and associated waiting time penalties;  
11 whether Defendants provided accurate itemized wage statements to the Class; whether  
12 Defendants maintained accurate payroll records with respect to the Class; and whether  
13 Defendants engaged in unlawful or unfair business practices affecting the Class in  
14 violation of the California Business & Professions Code;

15 C. Plaintiff's claims are typical of the claims of the Class Members;

16 D. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class;  
17 and

18 E. A class action is superior to other available means for the fair and efficient adjudication  
19 of the controversy, as the prosecution of separate actions by individual members of the  
20 Class would create the risk of inconsistent or varying adjudications, which would  
21 establish incompatible standards of conduct.

22 51. Class Counsel has conducted a thorough investigation into the facts of the Action,  
23 including an extensive review of relevant documents, and has diligently pursued an investigation  
24 of the claims of the Class against Defendants. Based on its own independent investigation and  
25 evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the  
26 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
27 adequate and is in the best interest of the Class in light of all known facts and circumstances,  
28 including the risk of significant delay, the risk the Class will not be certified by the Court, defenses

1 asserted by Defendants, and numerous potential appellate issues. Defendants and Defense Counsel  
2 also agree that the Settlement is fair and in the best interest of the Class.

3 **SETTLEMENT AMOUNT**

4 52. **Maximum Settlement Amount.** In consideration for the resolution and release of  
5 claims provided for by this Settlement, Defendants shall pay the Maximum Settlement Amount of  
6 Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00), which is inclusive of  
7 all amounts Defendants are required to pay under the Settlement except as provided in Paragraph  
8 53 below. The Maximum Settlement Amount is non-reversionary and will be used for the payment  
9 of the following:

10 A. Administration Expenses. The Administrator will be paid for the costs of administration  
11 of the Settlement from the Maximum Settlement Amount. The Administration  
12 Expenses have been estimated by the Administrator to be approximately Eight  
13 Thousand Dollars (\$8,000.00).

14 B. Class Counsel's Attorneys' Fees and Costs. Defendants agree not to oppose or object to  
15 any application or motion by Class Counsel for attorneys' fees not to exceed Thirty-  
16 Five percent (35%) of the Maximum Settlement Amount, which is One Hundred  
17 Eighteen Thousand One Hundred and Twenty-Five Dollars (\$118,125.00), plus  
18 reasonable costs and expenses not to exceed Twenty Five Thousand Dollars (\$25,000),  
19 subject to approval by the Court. This Agreement is not contingent upon the Court  
20 awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court  
21 reduces or does not approve the requested Class Counsel's Attorneys' Fees and Costs,  
22 the Agreement will remain binding on the Parties. Any amount requested by Class  
23 Counsel for the Class Counsel's Attorneys' Fees and Costs and not granted by the Court  
24 will be added to the Net Settlement Amount and be distributed as provided in this  
25 Agreement. The Administrator will issue an IRS Form 1099-MISC to Class Counsel for  
26 the payments made pursuant to this paragraph.

1 C. Plaintiff's Enhancement Award. The Parties agree to the designation of Plaintiff  
2 Dianna Faith Moon as the Class Representative. Defendants agree not to oppose or  
3 object to any application or motion by Class Counsel for an enhancement award not to  
4 exceed Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount for  
5 Plaintiff in recognition of her effort and work in prosecuting the Action and in  
6 consideration for an individual general release of all claims with a waiver of California  
7 Code of Civil Procedure Section 1542. Plaintiff's Enhancement Award is a part of, and  
8 is to be deducted from, the Maximum Settlement Amount. If the Court approves an  
9 enhancement award to Plaintiff in an amount less than that set forth above, the  
10 difference between the amount set forth above and the amount approved by the Court  
11 will be added to the Net Settlement Amount and distributed as provided in this  
12 Agreement. In addition to the Court-approved Plaintiff's Enhancement Award, Plaintiff  
13 will receive her pro-rata Individual Class Award and pro-rata Individual PAGA Award.  
14 Plaintiff's Enhancement Award will be paid within 30 days after the Effective Date of  
15 the Settlement. The Administrator will issue IRS Forms 1099-MISC for the Plaintiff's  
16 Enhancement Award. Plaintiff assumes full responsibility and liability for taxes owed  
17 on Plaintiff's Enhancement Award.

18 D. PAGA Allocation. Subject to Court approval, the Parties agree to allocate Eleven Thousand  
19 Dollars (\$11,000.00) of the Maximum Settlement Amount as PAGA penalties. The PAGA  
20 Allocation will be distributed as follows:

- 21 i. LWDA Payment. Subject to Court approval of the PAGA Allocation, and per  
22 California Labor Code section 2699(i), the Administrator will mail the LWDA a  
23 copy the Order Granting Final Approval of the Settlement and Judgment and the  
24 LWDA Payment to:

25 Department of Industrial Relations  
26 Accounting Unit  
27 455 Golden Gate Avenue, 10<sup>th</sup> Floor  
28 San Francisco, CA 94102

1           ii. Individual PAGA Awards. Subject to Court approval of the PAGA Allocation, and  
2           per California Labor Code section 2699(i), the Administrator will distribute  
3           Individual PAGA Awards to PAGA Members on a pro-rata basis based on the  
4           number of pay periods worked by all PAGA Members during the PAGA Period.  
5           The Administrator will calculate the number of pay periods worked by the  
6           PAGA Members during the PAGA Period, and the amount to be paid to PAGA  
7           Members per pay period based on information to be provided by Defendants.  
8           When making Individual PAGA Award disbursements to Class Members, the  
9           Administrator may pay an Individual PAGA Award and an Individual Class Award as  
10          one sum, concurrently, to the extent appropriate. The PAGA Allocation is included in  
11          and will not increase the Maximum Settlement Amount. The Administrator will  
12          issue IRS Forms 1099-MISC to PAGA Members for their Individual PAGA  
13          Awards.

14          E. Net Settlement Amount. The Administrator will distribute the Net Settlement Amount as  
15          Individual Class Awards to Participating Class Members. The Individual Class Awards to  
16          Participating Class Members are calculated on a pro-rata basis based on the number of  
17          Workweeks worked by all Participating Class Members during the Class Period based  
18          on the Class Data provided by Defendants. Each Individual Class Award to a  
19          Participating Class Member will be attributed 10% as wages and 90% as penalties and  
20          interest. The Administrator will report the portions paid as penalties and interest via  
21          IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and  
22          will report portions attributed to wages via IRS form W-2. Participating Class Members  
23          are responsible for their share of the payroll taxes, which will be deducted by the  
24          Administrator from their Individual Class Awards.

25          53. **Escalator Clause**. Defendants estimated for purposes of mediation that during the  
26          Class Period there were 286 Class Members with an associated 10,204 workweeks. If the number of  
27          work weeks during the Class Period exceeds 11,224 (i.e., an increase greater than 10% of the 10,204  
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1 estimated workweeks), the Maximum Settlement Amount will increase proportionally according to  
2 the number of additional workweeks above 11,224.

3       **54. Taxability of Settlement Payments.** Plaintiff, Class Counsel, Participating Class  
4 Members, and the PAGA Members are each solely responsible for correctly characterizing any  
5 payments made pursuant to this Agreement for tax purposes and for paying any taxes on the  
6 amounts received. Defendants make no representations as to the taxability of any portions of the  
7 settlement payments, and it is understood and agreed that Defendants have made no such  
8 representations. Neither Class Counsel nor Defense Counsel intend anything in this Agreement to  
9 constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon  
10 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
11 amended) or otherwise.

12       **55. Settlement Awards Do Not Trigger Additional Benefits.** It is expressly  
13 understood and agreed that the receipt of any payment pursuant to this Agreement will not entitle  
14 any Participating Class Member, PAGA Member, or Plaintiff to additional compensation or  
15 benefits under any company bonus, contest or other compensation or benefit plan or agreement in  
16 place during the period covered by the Agreement, nor will it entitle them to any increased  
17 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent  
18 of the Parties that the payments provided for in this Agreement are the sole payments to be made  
19 by Defendants to the Participating Class Members, PAGA Members, and Plaintiff in connection  
20 with this Agreement, and that they are not entitled to any new or additional compensation or  
21 benefits as a result of having received the payments provided for in this Agreement  
22 (notwithstanding any contrary language or agreement in any benefit or compensation plan  
23 document that might have been in effect during the period covered by this Agreement).

#### **RELEASES**

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25       **56. Release By Participating Class Members.** As of the date funds are distributed by  
26 Defendants to the Administrator, Plaintiff and all Participating Class Members fully, finally, and  
27 forever release, compromise, and discharge the Released Parties from the Released Claims for the  
28 Class Period.

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57. **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Agreement, including those pertaining to the Released Claims, as well as the Final Approval Order and Judgment that may be entered by the Court if it grants final approval to the Settlement.

58. **Release By PAGA Members and State of California.** As of the date funds are distributed by Defendants to the Administrator, Plaintiffs, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. This release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendants’ current or former employees who may seek to represent the State of California to recover civil penalties pursuant to PAGA based on alleged violations of the Released PAGA Claims during the PAGA Period.

59. **No Right to Opt Out of PAGA Release.** The Parties agree that there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the Agreement.

60. **General Release by Plaintiff.** As of the date funds are distributed by Defendants to the Administrator, Plaintiff fully, finally, and forever releases, compromises, and discharges the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character. Plaintiff understands and expressly agrees that this general release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiff has or may have against the Released Parties, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. That Section reads as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the**

1                    **debtor or released party.**

2  
3 Plaintiff acknowledges that she has read this general release, including the waiver of California Civil  
4 Code section 1542, and that she has consulted counsel about the general release and specifically  
5 about the waiver of section 1542, and that she understands the general release and the section 1542  
6 waiver, and freely and knowingly enters into this Agreement. Plaintiff acknowledges that she may  
7 later discover facts different from or in addition to those Plaintiff knows or now believes to be true  
8 with respect to the matters released or described in this Agreement, and Plaintiff agrees that the  
9 general release will remain effective in all respects notwithstanding any later discovery of any such  
10 different or additional facts.

11            61.    **Labor Code § 206.5 Inapplicable.** It is acknowledged that all individual settlement  
12 awards made pursuant to this Agreement are on disputed claims and that Plaintiff, each  
13 Participating Class Member, and each PAGA Member will be deemed to have acknowledged and  
14 agreed that California Labor Code § 206.5 is not applicable. That section provides:

15                    An employer shall not require the execution of a release of a claim or  
16 right on account of wages due, or to become due, or made as an advance  
17 on wages to be earned, unless payment of those wages has been made. A  
18 release required or executed in violation of the provisions of this section  
19 shall be null and void as between the employer and the employee.  
20 Violation of this section by the employer is a misdemeanor.

21                    **PROCEDURE FOR PRELIMINARY COURT APPROVAL OF AGREEMENT**

22            62.    **Seeking Preliminary Approval.** Plaintiff shall promptly submit this Agreement to  
23 the Court in support of Plaintiff's Motion for Preliminary Approval of the Settlement. Plaintiff  
24 agrees to provide Defendant the opportunity to review, and to seriously consider Defendant's  
25 comments before filing Plaintiff's Motion for Preliminary Approval. Within three (3) calendar days  
26 of receiving a draft of the Preliminary Approval Motion, Defendants' counsel may provide  
27 comments to Class Counsel. Plaintiff shall apply to the Court for the entry of an order preliminarily  
28 approving the Settlement, substantially in the following form and as attached hereto as **Exhibit A**,  
which provides, *inter alia*, for:

- 1 A. Scheduling a Final Approval Hearing on the question of whether the Settlement,  
2 including payment of Attorneys' Fees and Costs, Settlement Administration Costs,  
3 and Enhancement Awards should be finally approved as fair, reasonable and  
4 adequate;
- 5 B. Certifying the Settlement Class, designating Plaintiff as the Class Representative, and  
6 designating Plaintiff's counsel as Class Counsel;
- 7 C. Approving as to form and content the Class Notice;
- 8 D. Approving the manner and method for Class Members to request exclusion from the  
9 Settlement, object to the Settlement, and/or dispute the Workweeks credited to them,  
10 as contained herein and within the Class Notice;
- 11 E. Directing the mailing of the Notice Packet by First Class U.S. mail to the Class  
12 Members; and
- 13 F. Preliminarily approving the Settlement subject only to the objections of Class  
14 Members and final review by the Court.

15 63. **Submission of Settlement to LWDA.** This Agreement is subject to and conditioned  
16 upon obtaining Court approval under Labor Code Section 2699(1)(2). At the same time Plaintiff  
17 files with the Court the Preliminary Approval Motion accompanied with this Agreement, Class  
18 Counsel shall submit the Agreement to the LWDA through its on-line procedures, and shall  
19 provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the  
20 Agreement.

21 **CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

22 64. **Class Data.** Within 15 calendar days after Preliminary Approval, Defendants will  
23 provide the Class Data to the Administrator. The Class Data shall be based on Defendant's payroll  
24 and other business records and shall be provided in a format reasonably acceptable to the  
25 Settlement Administrator. The Parties agree the Class Members' contact information and Social  
26 Security numbers will be used only by the Administrator for the sole purpose of effectuating the  
27 Settlement, and will not be provided to Plaintiff or Class Counsel at any time or in any form. The  
28 Administrator shall take reasonable steps to protect the confidential and private information of the



1 Class Members. To the extent Class Counsel possesses or comes to possess the Class Members'  
2 contact information and/or social security numbers, Class Counsel shall immediately return all such  
3 information (including copies and data or information derived therefrom), shall not retain copies of  
4 such information, and shall not maintain or use such information for any purpose.

5         **65. NCOA Check.** Prior to mailing of Class Notices, the Administrator will run a check  
6 of the Class Members' addresses that are contained in the Class Data against those on file with the  
7 U.S. Postal Service's National Change of Address ("NCOA") List; this check will be performed only  
8 once per Class Member by the Settlement Administrator.

9         **66. Class Notice.** Within 30 calendar days after Preliminary Approval, the  
10 Administrator will send by first-class mail a Class Notice to each Class Member in substantially the  
11 form attached hereto as **Exhibit B**, and as approved by the Court. The Class Notice will include a  
12 calculation of the Class Member's approximate share of the Net Settlement Amount and  
13 additionally include the following information on the Class Member's rights to respond to the Class  
14 Notice:

15         A. **Workweek Disputes.** A Class Member may dispute the pre-printed information on the  
16 Class Notice as to their Workweeks and/or PAGA Pay Periods by submitting a timely  
17 written Workweek Dispute to the Administrator. The Workweek Dispute must be  
18 signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the  
19 Administrator. All Workweek Disputes must be postmarked no later than the Dispute  
20 Deadline. Unless a disputing Class Member submits documentary evidence in support  
21 of his or her dispute, the records of the Defendant will be determinative. All Workweek  
22 Disputes will be resolved and decided by the Administrator, and the Administrator's  
23 decision on all disputes will be final and binding. The date of the postmark on the  
24 Workweek Dispute return envelope shall be the exclusive means used to determine  
25 whether a Workweek Dispute has been timely submitted. No Workweek Dispute will  
26 be honored if it is postmarked after the Dispute Deadline unless the Parties mutually  
27 agree to accept the untimely dispute.  
28

1 B. **Opting Out of the Settlement.** Any Class Member may exclude themselves, if they do  
2 not wish to participate in the Settlement, by submitting a timely written Request for  
3 Exclusion to the Administrator. The Request for Exclusion must contain: the  
4 individual's full name, signature with date, the case name and number of the Action;  
5 and a clear statement indicating that he or she desires to be excluded from the  
6 Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class  
7 U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be  
8 postmarked no later than the Response Deadline. Any individual who submits a Request  
9 for Exclusion will not be allowed to object to the terms of the Settlement.

10 C. **Objecting to the Settlement.** Any Class Member who does not exclude himself/herself  
11 from the Settlement (i.e., a Participating Class Member) may object to the terms of the  
12 Settlement by filing a written objection with the Court and mailing a copy to the  
13 Settlement Administrator, no later than the Response Deadline. A written objection  
14 must contain: the Participating Class Member's full name, signature with date, the case  
15 name and number of the Action, a clear statement indicating that he or she objects to the  
16 Settlement, each specific reason in support of the objection along with any legal support  
17 for each objection, a clear statement indicating whether he or she is represented by  
18 counsel and whether he or she intends to appear at the Final Approval Hearing.  
19 Alternatively, any Participating Class Member may object orally at the Final Approval  
20 Hearing. If the Court rejects the objection, the individual will nevertheless be bound by  
21 the terms of the Settlement. At no time will any of the Parties or their counsel seek to  
22 solicit or otherwise encourage Participating Class Members to submit written objections  
23 to the Settlement Agreement or appeal from the Final Approval Order and Judgment.  
24 Class Counsel will not represent any Class Members with respect to any such objections  
25 to this Settlement.

26 67. **Non-Deliverable Class Notices.** Class Notices returned to the Administrator as  
27 non-deliverable before the Response Deadline will be re-sent to the forwarding address, if any, on  
28 the returned envelope. A returned Class Notice will be forwarded only once per Class Member by

1 the Administrator. If there is no forwarding address, the Administrator will do a skip-trace search  
2 for a more recent address associated with the Class Member whose Notice Packet was returned,  
3 and re-mail the Notice Packet within five (5) calendar days; this search and re-mailing will be  
4 performed only once per Class Member by the Administrator. If a Class Member's notice is re-  
5 mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five  
6 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark  
7 objections or submit a Request for Exclusion. Upon completion of these steps by the Administrator,  
8 Defendant and the Administrator are deemed to have satisfied their obligations to provide the Class  
9 Notice to Class Members. Irrespective of whether or not a Class Member receives a Class Notice,  
10 they will remain a Class Member and will be bound by all the terms of the Settlement and the  
11 contemplated Final Approval Order and Judgment, unless they submit a valid and timely Request  
12 for Exclusion. The cost of all Return Envelopes or deficiency notices are a part of the  
13 Administration Expenses to be paid out of the Maximum Settlement Amount.

14       68.     **No Submission of Claim Forms.** Class Members shall not be required to submit  
15 claim forms in order to receive their Individual Class Award.

16       69.     **Class Administration Webpage.** From the date Class Notices are mailed through  
17 two hundred (200) calendar days following the disbursement of Individual Class Awards and  
18 Individual PAGA Awards, the Administrator will post and permit Class Members to access the  
19 Agreement, Preliminary Approval Order, and Final Approval Order and Judgment at no charge via  
20 a webpage on its website.

21       70.     **Right to Rescission.** If more than ten percent (10%) of Class Members opt out of the  
22 Settlement by submitting valid and timely Requests for Exclusion, Defendants have the right (but  
23 need not) in their sole discretion to rescind and void the Settlement, before final approval by the  
24 Court, by providing written notice to Class Counsel at least ten (10) calendar days after the  
25 Administrator furnishes Defendants with the number and percentage of valid and timely Requests for  
26 Exclusion following the expiration of the Response Deadline. If Defendants exercise this option,  
27 Defendants shall pay all Settlement Administration Costs incurred through such date. If the  
28 Settlement is rescinded pursuant to this provision, this Settlement will be considered null and void,

1 neither the Settlement or any of the related negotiations or proceedings shall have any force or effect  
2 and no party shall be bound by any of its terms, and all Parties to this Settlement shall stand in the  
3 same position, without prejudice, as if the Settlement had been neither entered into nor filed with  
4 the Court.

5 **PROCEDURE FOR FINAL COURT APPROVAL OF AGREEMENT**

6 71. **Seeking Final Approval.** Plaintiff shall prepare and file a motion for final approval  
7 of the Settlement. Plaintiff agrees to provide Defendants the opportunity to review the Final  
8 Approval Motion, and to seriously consider Defendants' comments before filing the Final  
9 Approval Motion. Within three (3) calendar days of receiving a draft of the Final Approval Motion,  
10 Defendants' counsel may provide comments to Class Counsel. In conjunction with the Final  
11 Approval Motion, Class Counsel will submit a proposed Final Approval Order and Judgment, in  
12 substantially the form attached hereto as **Exhibit C**, that provides, *inter alia*, as follows:

- 13 A. Making final the conditional certification of the Class for settlement purposes only;
- 14 B. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
15 adequate, and directing consummation of its terms and provisions;
- 16 C. Approving an award of Attorneys' Fees and Costs to Class Counsel;
- 17 D. Approving the Enhancement Award to the Class Representative;
- 18 E. Approving the Administration Expenses to be paid to the Administrator;
- 19 F. Approving the PAGA Allocation and LWDA Payment to the LWDA;
- 20 G. Entry of judgment in the Action with continuing jurisdiction of the Court in conformity  
21 with California Rules of Court Rule 3.769 and California Code of Civil Procedure Section  
22 664.6 as necessary to enforce the terms of the Agreement.

23 72. **Declaration of Due Diligence.** In connection with and in support of Plaintiff's Final  
24 Approval Motion, Class Counsel will file with the Court a declaration by the Settlement  
25 Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice  
26 to Class Members.

27 73. **Submission of Judgment to LWDA.** Within 10 calendar days after Class Counsel's  
28 receipt of the Court's approval of the Agreement and entry of a signed Final Approval Order and

1 Judgment, Class Counsel shall submit the Final Approval Order and Judgment to the LWDA  
2 through its on-line procedures, and shall provide Defense Counsel with a copy of the LWDA's  
3 acknowledgment of receipt of the Final Approval Order and Judgment.

4 **SETTLEMENT FUNDING AND PAYMENTS DISBURSEMENTS**

5 74. **Accounting of Disbursement.** Within 5 calendar days after the Effective Date, the  
6 Administrator will provide Defendants with payment instructions and a report listing the amount of  
7 all payments to be made.

8 75. **Payment of Maximum Settlement Amount.** Within 30 calendar days after the  
9 Effective Date, Defendants, on behalf of the Released Parties, will pay to the Administrator the  
10 Maximum Settlement Amount. The Administrator shall establish a Qualified Settlement Fund  
11 ("QSF") for purposes of disbursing the Maximum Settlement Amount per the terms of this  
12 Agreement. The Administrator will undertake all required withholding, remittances, reporting of  
13 taxes, and issuance of the appropriate tax forms for payments required under this Agreement in  
14 accordance with local, state, and federal laws.

15 76. **Disbursement of Maximum Settlement Amount.** Within 40 calendar days after  
16 the Effective Date, the Administrator shall disburse the Maximum Settlement Amount as specified  
17 in this Agreement and as approved by the Court in the Final Approval Order and Judgment. The  
18 Administrator will be responsible for making payment of any court-approved Class Counsel's  
19 Attorneys' Fee and Costs, any court-approved Plaintiff's Enhancement Award to the Class  
20 Representative, Administration Expenses, the LWDA Payment, issuing the Individual Class  
21 Awards to Participating Class Members, issuing Individual PAGA Awards to PAGA Members, and  
22 meeting any reporting obligations.

23 77. **Individual Class and PAGA Award Disbursements.** The Administrator will  
24 distribute Individual Class Awards, subject to applicable taxes and withholdings, and Individual  
25 PAGA Awards by way of check(s) mailed to the Participating Class Member and/or PAGA  
26 Member at the last known address that the Settlement Administrator has on file. Settlement award  
27 checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the  
28 date of their issuance. If a settlement award check is returned to the Administrator, the

1 Administrator will make all reasonable efforts to re-mail it to the Class and/or PAGA Member at  
2 his or her correct address. Upon the deadline to cash the settlement award checks, the checks will  
3 automatically be cancelled by the Administrator if not cashed within that time and the funds  
4 associated with such cancelled checks will be transmitted to the California State Controller's  
5 Office's Unclaimed Property Division to be held as unclaimed funds in the Class and/or PAGA  
6 Member's name. A Class and/or PAGA Member whose settlement award check(s) are cancelled  
7 remains subject to Settlement, the release of claims, and the Court's Final Approval Order and  
8 Judgment. The checks provided to Class and/or PAGA Members will prominently state the  
9 expiration date or a statement that the checks will expire in 180 calendar days, or alternatively,  
10 such a statement may be made in a letter accompanying the check. Lost or expired settlement  
11 award checks will not be reissued, except for good cause and as mutually agreed by the Parties in  
12 writing. No person will have any claim against Defendants, Released Parties, Defense Counsel, the  
13 Class Representative, any Class Member, any PAGA Member, Class Counsel, or the Administrator  
14 based on distributions and payments made in accordance with this Agreement.

15       **78. Declaration of Compliance.** Within one hundred ninety (190) days from the date of  
16 issuance of settlement award checks, the Administrator shall provide a declaration of compliance  
17 with the terms of the Agreement and detailing the date of funding, proof of payment, and the  
18 numbers of cashed and uncashed checks (without disclosing or identifying information of Class  
19 Members). Class Counsel will file the Administrator's declaration of compliance with the Court.

20       **79. Default on Payment.** Defendants' failure to timely pay to the Administrator the  
21 Maximum Settlement Amount shall be considered a default. In the event Defendants fail to timely  
22 fund the Maximum Settlement Amount, the Administrator will provide notice to Class Counsel and  
23 Defendants' counsel within three (3) business days of the missed payment. Thereafter, Defendants  
24 will have seven (7) days to cure the default and tender payment to the Administrator.

#### **MISCELLANEOUS PROVISIONS**

25  
26       **80. Stay of Discovery.** To effectuate the terms of the Settlement, the Parties agree all  
27 formal and informal discovery is stayed pending final Court approval of the Settlement. If the  
28 Court does not grant final approval of the Settlement, the stay will be lifted.

1           81.     **Limited Public Comment.** With the exception of court filings and notice to the  
2 LWDA, the Class Representative and Class Counsel will not make: (1) any comments to the public  
3 or the media; (2) engage in any mass communications or other publicity, including, but not limited  
4 to, social media, and (3) public disclosure of the terms of this Settlement (including, but not limited  
5 to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all  
6 documents related to the Settlement. The Parties will use their best efforts to reach agreement on all  
7 Court filings. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and  
8 will ensure that Plaintiff adheres to, the restriction against public comment of the Settlement. Class  
9 Counsel further agrees to cease all affirmative mass communication (oral and written) with the  
10 Class Members, other than through Court-approved notices. This provision does not prevent Class  
11 Counsel from communicating with any Class Members who may contact Class Counsel. Also,  
12 nothing in this Agreement shall restrict Class Counsel from disclosing and including all publicly  
13 available information regarding this case and the settlement in any documents filed with any court  
14 and/or judicial submissions (e.g., CV’s, declarations regarding adequacy or experience, etc.).

15           82.     **Media Communications / No Attorney Advertising.** The Parties will not initiate  
16 any communications (directly or indirectly) with the media regarding the Action. Notwithstanding  
17 the foregoing, the Class Representative and Class Counsel may, in response to a communication  
18 initiated by the media, direct the inquiring media member to the public records of the Action on file  
19 with the Court and respond only with “The matter has been resolved.” Class Counsel will take all  
20 steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the  
21 restriction against any media comment on the Settlement and its terms. Class Counsel also agrees  
22 that their law firm will not specifically refer to this case, this settlement, or the names of Released  
23 Parties in any advertising or promotional material of any kind on their website, on any social media  
24 platform, or in any other written or electronic communications of any kind or nature.

25           83.     **No Assignment of Claims.** The Parties and their counsel represent, covenant and  
26 warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to  
27 assign, transfer or encumber to any person or entity any portion of any liability, claim, demand,  
28 action, cause of action or right herein released and discharged except as set forth herein.

1           84.     **Construction.** The Parties agree that the terms and conditions of this Agreement are  
2 the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement  
3 shall not be construed in favor of or against any party by reason of the extent to which any party or  
4 his, her, or its counsel participated in the drafting of this Agreement.

5           85.     **No Admission.** Nothing contained in this Agreement, nor the consummation of this  
6 Agreement, is to be construed or deemed an admission of liability, culpability, negligence or  
7 wrongdoing on the part of Plaintiff, Defendants, or Released Parties. Each of the Parties hereto has  
8 entered into this Agreement solely with the intention to avoid further disputes and litigation with  
9 the attendant inconvenience and expenses.

10          86.     **Captions and Interpretations.** Paragraph titles or captions contained herein are  
11 inserted as a matter of convenience and for reference, and in no way define, limit, extend or  
12 describe the scope of this Agreement or any provision of it.

13          87.     **Modification and Waiver.** This Agreement may not be changed, altered or  
14 modified, except in writing specifically referencing this Agreement, signed by the Parties, and  
15 approved by the Court. No rights under this Agreement may be waived except in writing  
16 specifically referencing this Agreement, signed by the waiving Party or Parties.

17          88.     **Notice to Counsel.** Unless otherwise specifically provided herein, all notices,  
18 demands, or other communications given hereunder shall be in writing and shall be both emailed  
19 and mailed by United States registered or certified mail, return receipt requested, addressed as  
20 follows:

21           **Class Counsel:**

22           Samuel A. Wong  
              *swong@aegislawfirm.com*  
23           Kashif Haque  
              *khaque@aegislawfirm.com*  
24           Jessica L. Campbell  
              *jcampbell@aegislawfirm.com*  
25           Joseph M. Szilagyi  
              *jszilagyi@aegislawfirm.com*  
26           **AEGIS LAW FIRM, PC**  
27           9811 Irvine Center Drive, Suite 100  
28           Irvine, California 92618

**Defense Counsel:**

              Corey J. Cabral  
              *ccabral@cdflaborlaw.com*  
              Sander van der Heide  
              *svanderheide@cdflaborlaw.com*  
              **CDF Labor Law LLP**  
              900 University Avenue, Suite 200  
              Sacramento, California 95825



1           89.     **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to  
2 accomplish the terms of this Agreement, including, but not limited to, execution of such documents  
3 and taking such other action as reasonably may be necessary to implement the terms of this  
4 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this  
5 Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to  
6 effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of  
7 this Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and  
8 Defense Counsel, take all necessary steps to secure the Court’s approval of this Agreement. If the  
9 Court does not issue an order approving the Agreement under the specific terms requested, the  
10 Parties agree to meet and confer to address the Court’s concerns in good faith and determine  
11 whether resolution of the claims encompassed by the Agreement can be obtained in a manner  
12 consistent with the Court’s concerns. The Parties, Class Counsel, and Defense Counsel agree that  
13 they will not attempt to encourage or discourage Class Members from filing Requests for  
14 Exclusion.

15           90.     **Disputes.** Should any dispute(s) arise among the Parties or their respective counsel  
16 regarding the implementation or interpretation of this Agreement that they are unable to resolve  
17 cooperatively, the Parties agree to submit any such dispute(s) to mediator Steven Serratore. To the  
18 extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court,  
19 the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs.

20           91.     **Parties’ Authority.** It is agreed that because the Class and PAGA Members are so  
21 numerous, it is impossible or impractical to have each Class and PAGA Member execute this  
22 Agreement. The Class Notice will advise all Class and PAGA Members of the binding nature of  
23 the releases of claims provided for by the Settlement, and that the releases will have the same force  
24 and effect as if this Agreement were executed by each Participating Class Member and PAGA  
25 Member. The signatories to this Agreement represent that they are fully authorized to enter into this  
26 Agreement and bind the Parties to its terms and conditions.

27  
28

1           92.     **Agreement Binding on Successors.** This Agreement is binding on and inures to  
2 the benefit of the Parties, and the Released Parties and their respective heirs, trustees, executors,  
3 administrators, successors and assigns.

4           93.     **Integration Clause.** This Agreement contains the entire agreement between the  
5 Parties relating to any and all matters addressed in the Agreement, and all prior or  
6 contemporaneous agreements, understandings, representations, and statements, whether oral or  
7 written and whether by a party or such party's legal counsel, are merged herein.

8           94.     **Attorneys' Fees and Costs.** Except as expressly provided in this Agreement,  
9 Defendants and Plaintiffs shall each bear their own attorney's fees and costs.

10          95.     **Counterparts.** This Agreement may be executed in counterparts and by original or  
11 electronic signatures sent via PDF through email, and when each party has signed and delivered at  
12 least one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an  
13 original and, when taken together with other signed counterparts, will constitute one Agreement  
14 binding upon and effective as to all Parties.

15          96.     **Extension of Deadlines.** If the date by which any court filing, mailing, or deadline  
16 is to occur, per the terms and conditions of this Agreement, falls on a Saturday, Sunday, or legal  
17 holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the  
18 next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

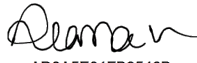
19          97.     **California Law.** All terms of this Agreement will be governed by and interpreted  
20 according to the laws of the State of California.

21          98.     **Voluntary Agreement.** The Parties expressly declare and represent that they have  
22 read this Agreement and have consulted with counsel, or had the opportunity to consult with  
23 counsel, regarding the meaning of the provisions, terms, and conditions contained in this  
24 Agreement. The Parties further expressly declare and represent that they fully understand the  
25 content and effect of this Agreement, that they approve and accept its terms and conditions, and  
26 that the Agreement is executed freely and voluntarily.

27                 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement  
28 as of the date(s) set forth below:

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Dated: 10/19/2022 | 7:10 PM PDT

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Plaintiff Dianna Faith Moon

Defendant Avalon Health Care Management, Inc.

Dated: 11/1/22

*Allison Griffiths*

Allison K. Griffiths  
Vice President, Legal  
Avalon Health Care Management, Inc.

**AGREED AS TO FORM AND CONTENT:**

AEGIS LAW FIRM, PC

*Jessica L. Campbell*

Dated: October 25, 2022

Jessica L. Campbell  
Joseph M. Szilagyi  
Attorneys for Plaintiff Dianna Faith Moon

CDF Labor Law LLP

*Corey J. Cabral*

Dated: 10/25/2022

Corey J. Cabral  
Sander van der Heide  
Attorneys for Defendants Avalon Health Care Management, Inc., Avalon Senior Living – Fortuna, LLC, Avalon Senior Living – Clearlake, LLC, Avalon Senior Living – Yreka, LLC, Avalon Senior Living – Cedar Creek, LLC, and Avalon Senior Living Services, LLC

# **EXHIBIT A**



1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff Dianna Faith Moon’s (“Plaintiff”) Motion for Preliminary Approval of Class and  
3 PAGA Settlement (“Motion for Preliminary Approval”) came before this Court, on [DATE], at  
4 [TIME] a.m. in Department 24, before the Honorable Sonny S. Sandhu. The Court having  
5 reviewed the Agreement and considered the papers, the arguments of counsel, and all other  
6 evidence and matters presented, and good cause appearing:

7 **IT IS ORDERED** that the Motion for Preliminary Approval of Class and PAGA  
8 Settlement is **GRANTED**, subject to the following findings and orders:

9 1. The Court grants preliminary approval of the Parties’ settlement based upon the  
10 terms set forth in the Joint Stipulation of Class and PAGA Settlement (“Agreement” or  
11 “Settlement”) filed herewith. All terms used herein have the same meaning as defined in the  
12 Agreement. The settlement set forth in the Agreement appears to be fair, adequate and  
13 reasonable to the Class and PAGA Members.

14 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
15 adequate and reasonable; (b) the Maximum Settlement Amount and Net Settlement Amount are  
16 fair, adequate and reasonable when balanced against the probable outcome of further litigation  
17 relating to liability and damages issues; (c) sufficient investigation and research have been  
18 conducted such that counsel for the Parties at this time are able to reasonably evaluate their  
19 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well  
20 as avoid the delay and risks that would be presented by the further prosecution of the Action; and  
21 (e) the Settlement has been reached as the result of non-collusive, arms-length negotiations. .

22 3. A final fairness hearing on the question of whether the Settlement, Attorneys’ Fees  
23 and Costs to Class Counsel, Plaintiff’s Enhancement Award, and Administration Expenses should  
24 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in  
25 Department 24 on the date and time set forth in Paragraph 10 below.

26 4. This Court approves, as to form and content, the Class Notice, in substantially the  
27 form attached hereto and to the Agreement as **Exhibit A**. The Court approves the procedure for  
28

1 Class Members to participate in, to opt out of, and/or to object to, the Settlement as set forth in  
2 the Agreement and the Class Notice.

3           5.       The Court directs the mailing of the Class Notice by first class mail to the Class  
4 and PAGA Members in accordance with the Implementation Schedule set forth below. The Court  
5 finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the  
6 Implementation Schedule, meet the requirements of due process and provide the best notice  
7 practicable under the circumstances and will constitute due and sufficient notice to Class and  
8 PAGA members.

9           6.       The Court concludes that, for settlement purposes only, the Class is preliminarily  
10 certified and meets the requirements for certification under section 382 of California Code of  
11 Civil Procedure in that: (1) the Class is ascertainable and so numerous that joinder of all  
12 members of the Class is impracticable; (b) common questions of law and fact predominate, and  
13 there is a well-defined community of interest amongst the members of the Class with respect to  
14 the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members  
15 of the Class; (d) Plaintiff will fairly and adequately protect the interest of the members of the  
16 Class; (e) a class action is superior to other available methods for the efficient adjudication of the  
17 controversy; and (f) Class Counsel is qualified to act as counsel for the Plaintiff in her individual  
18 capacity and as the representative of the Class. The Class is defined as all persons employed by  
19 Defendants in an hourly, non-exempt position in California from February 1, 2019 through  
20 December 4, 2020.

21           7.       The Court confirms Plaintiff Dianna Faith Moon as the Class Representative, and  
22 Aegis Law Firm, PC, as Class Counsel. Class Counsel is authorized to act on behalf of the Class  
23 Members with respect to all acts or consents required by, or which may be given pursuant to, the  
24 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class  
25 Member may enter an appearance either personally or through counsel of such individual's own  
26 choosing and at such individual's own expense. Any Class Member who does not enter an  
27 appearance or appear on his or her own will be represented by Class Counsel.

28

1 8. The Court confirms Phoenix Class Action Administration Solutions as the  
2 Settlement Administrator.

3 9. The Court approves the proposed procedures, as set forth in the Agreement for:  
4 seeking exclusion from the Settlement by submitting to the Administrator a valid and timely  
5 Request for Exclusion; objecting to the Settlement by filing with the Court and submitting to the  
6 Administrator a written objection; and disputing credited workweeks by submitting to the  
7 Administrator a valid and timely Workweek Dispute.

8 10. A final fairness hearing will be held before this Court on \_\_\_\_\_ at  
9 \_\_\_\_\_ a.m./p.m. in Department 24 of the Superior Court of California for the  
10 County of Stanislaus located at 801 10th Street, Modesto, California 95354, to determine all  
11 necessary matters concerning the Settlement, including: whether the proposed settlement of the  
12 Action on the terms and conditions provided for in the Agreement is fair, adequate, and  
13 reasonable and should be finally approved by the court; whether a judgment, as provided in the  
14 Agreement, should be entered; whether the plan of allocation contained in the Settlement  
15 should be approved as fair, adequate, and reasonable to the Class Members; and determine  
16 whether to finally approve the allocations and requests for Class Counsel's Fees and Costs,  
17 Plaintiff's Enhancement Award, Administration Expenses, and PAGA Allocation. Class  
18 Counsel will file a motion for final approval of the Settlement and for Class Counsel's Fees and  
19 Costs, Plaintiff's Enhancement Award, and Administration Expenses, along with the appropriate  
20 declarations and supporting evidence, including the Administrator's declaration in accordance  
21 with California Code of Civil Procedure section 1005(b) (i.e., 16 court days prior to the final  
22 fairness hearing).

23 The Court orders the following **Implementation Schedule** for further proceedings:

	Event	Date
24 a.	Deadline for Defendants to Submit 25 Class Data to Administrator	[15 calendar days after Order 26 granting preliminary Approval]
27		
28		



1	b.	Deadline for Administrator to Mail Class Notice to Class and PAGA Members	[30 calendar days after Order granting preliminary Approval]
2			
3	c.	Deadline for Class Members to Postmark Workweek Dispute	[30 calendar days after mailing of the Class Notice]
4			
5	d.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of the Class Notice]
6			
7	e.	Deadline for Receipt by Court and Administrator of any objections to Settlement	[45 calendar days after mailing of the Class Notice]
8			
9			
10			
11	f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Class Counsel's Attorneys' Fees and Costs and Plaintiff's Enhancement Award	[16 Court days before Final Approval Hearing]
12			
13			
14	g.	Deadline for filing of Declaration by Administrator of Due Diligence and Proof of Mailing	[16 Court days before Final Approval Hearing]
15			
16	h.	Final Approval Hearing	
17			Date:
18			Time:
19			

20 11. Pending the final fairness hearing, all proceedings in this Action, other than proceedings  
 21 necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

22  
 23 **IT IS SO ORDERED.**

24  
 25 Dated: \_\_\_\_\_

26 HONORABLE SONNY S. SANDHU  
 27 JUDGE OF THE SUPERIOR COURT

# **EXHIBIT B**

<<First Name>> <<Last Name>>  
<<Address 1>>  
<<Address 2>>

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

*Dianna Faith Moon v. Avalon Health Care Management, Inc.; Avalon Senior Living – Fortuna, L.L.C.; Avalon Senior Living – Cedar Creek, L.L.C.; Avalon Senior Living – Clearlake, L.L.C.; Avalon Senior Living – Yreka, L.L.C; Avalon Senior Living Services, LLC; Eastridge Pacific Senior-Living, LLC; and Does 1 through 20, inclusive*

Stanislaus Superior Court No. CV-21-003153

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION.**

**I. BACKGROUND OF THE CASE**

A former employee Dianna Faith Moon (“Plaintiff”) filed a class action lawsuit alleging wage and hour violations and seeking penalties under the California Private Attorney General Act (“PAGA”) against Avalon Health Care Management, Inc., Avalon Senior Living – Fortuna, LLC, Avalon Senior Living – Clearlake, LLC, Avalon Senior Living – Yreka, LLC, Avalon Senior Living – Cedar Creek, LLC, Avalon Senior Living Services, LLC, and Eastridge Pacific Senior-Living LLC (“Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”). The lawsuit was filed in Superior Court of the State of California for Stanislaus County (“Court”), Case No. CV-21-003153 (the “Action”).

The Action alleges Defendants failed to pay wages for off-the-clock work; improperly auto-deducted meal periods; failed to pay minimum wages, regular wages, overtime, and double time; failed to pay overtime at the regular rate of pay; failed to provide compliant meal periods and associated premiums; failed to provide complaint rest periods and associated premiums; failed to provide compliant wage statements; failed to keep requisite records; failed to timely pay wages upon termination; and therefore engaged in unfair competition and owes penalties under PAGA.

Defendants deny all claims, denies that Plaintiff and the Class Members are entitled to any recovery, and asserts affirmative defenses in response to Plaintiff’s claims.

The Action has been actively litigated. There have been on-going investigations, and an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon the recommendation of the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” or “Agreement”), which has been preliminarily approved by the Court. The Settlement has been reached between the Parties on behalf of:

- (1) all persons employed by Defendants in an hourly, non-exempt position in California during the Class Period (defined as February 1, 2019 through December 4, 2020) (“Class Members”); and

- (2) all persons employed by Defendants in an hourly, non-exempt position in California during the PAGA Period (defined as June 17, 2020 through December 4, 2020) (“PAGA Members”)

## **II. WHAT IS A CLASS ACTION AND PAGA ACTION?**

In a class action lawsuit, the plaintiff (also called the “Class Representative”) sues on behalf of other people who may have similar claims (“Class” or “Class Members”). In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class. This class action also includes a PAGA claim where the Plaintiff seeks to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive the remaining 25%.

## **III. ESTIMATED INDIVIDUAL AWARD**

You have received this notice because Defendants’ records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can participate in or be excluded from the Settlement.

Based on Defendants’ records, your Individual Class Award is estimated to be \$ [REDACTED] (less applicable withholdings) and your Individual PAGA Award is estimated to be \$ [REDACTED]. The actual amount you may receive may be more or less than the amount estimated depending on the number of Class Members who choose to exclude themselves from the Settlement, the actual number of Workweeks worked by Participating Class Members, and on the distributions approved and allocated by the Court. If no amount is stated for your Individual PAGA Award, then you are not eligible for an Individual PAGA Award under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendants’ records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court will also decide whether to enter a judgment that approves the releases of claims by Class Members and PAGA Members in accordance with the terms of the Settlement.

## **IV. SUMMARY OF SETTLEMENT**

1. Under the terms of the Settlement, Defendants agrees to pay the Maximum Settlement Amount of Three Hundred Thirty-Seven Thousand Five Hundred Dollars (\$337,500.00), which is inclusive of all amounts Defendants are required to pay under the Settlement, including all Individual Class Awards to Participating Class Members, all Individual

PAGA Awards to PAGA Members, the LWDA Payment, the employer portion of applicable taxes, Plaintiff's Enhancement Award, Class Counsels' Attorneys' Fees and Costs, and Administration Expenses. The entire Maximum Settlement Amount will be fully paid out and no portion of the Maximum Settlement Amount will revert back to Defendant.

2. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to \$8,000.00 in Administration Expenses to the Administrator for costs of administration of the Settlement.

b. Up to \$11,000.00 as allocated as PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed as Individual PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by all PAGA Members during the PAGA Period.

c. Up to \$118,125.00 (35% of the Maximum Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000.00 for litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

d. Up to \$10,000.00 as Plaintiff's Enhancement Award for Plaintiff in recognition of her effort and work in prosecuting the Action and in exchange for an individual general release of all claims.

3. After making the above deductions in amounts approved by the Court the Administrator will distribute the remaining amount (the "Net Settlement Amount") as Individual Class Awards to Participating Class Members. The Individual Class Awards to Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks worked by all Participating Class Members during the Class Period based on the Class Data provided by Defendants.

4. Each Individual Class Award to a Participating Class Member will be attributed 10% as wages and 90% as penalties and interest. The Administrator will report the portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA Payments (if applicable), and will report portions attributed to wages via IRS form W-2. The Administrator will pay employer payroll taxes owed on the wage portion of Individual Class Awards. The Administrator will deduct employee payroll taxes from the wage portion of Individual Class Awards. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You solely responsible for correctly characterizing any payments made pursuant to the Settlement for tax purposes and for paying any taxes on the amounts received. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

5. Releases of Claims. Upon Final Approval being granted by the Court, every Class Member who does not opt out of the Settlement (i.e., Participating Class Member), will release Defendants and the Released Parties from the Released Claims as described below. Additionally,

every PAGA Member will release Defendants and the Released Parties from the Released PAGA Claims as described below. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

a. “Released Parties” means (i) Avalon Health Care Management, Inc., Avalon Senior Living – Fortuna, LLC, Avalon Senior Living – Clearlake, LLC, Avalon Senior Living – Yreka, LLC, Avalon Senior Living – Cedar Creek, LLC, Avalon Senior Living Services, LLC, and Eastridge Pacific Senior-Living LLC (“Defendants”), (ii) Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

b. Release By Participating Class Members. As of the date funds are distributed by Defendants to the Administrator, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on Plaintiff’s factual allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) off-the-clock work, (2) meal period auto-deduction, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) unpaid double time, (8) regular rate of pay, (9) meal periods and meal period premiums, (10) rest breaks and rest break premiums, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at separation, (14) violation of Unfair Competition Law, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.* during the Class Period (February 1, 2019 through December 4, 2020).

c. Release By PAGA Members and State of California. As of the date funds are distributed by Defendants to the Administrator, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to (1) off-the-clock work, (2) meal period auto-deduction, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) unpaid double time, (8) regular rate of pay, (9) meal periods and meal period premiums, (10) rest breaks and rest break premiums, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at

separation, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, during the PAGA Period (June 17, 2020 through December 4, 2020).

**V. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

If you worked for Defendants during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

<p>Do Nothing</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Award and an Individual PAGA Award (if applicable). In exchange, you will give up your right to assert the Released Claims against the Defendants and the Released Parties (defined above) and, if applicable, the Released PAGA Claims. Your check(s) will be sent to the same address as this notice. If you move or change your mailing address be sure to notify the Administrator as soon as possible.</p>
<p>You can exclude yourself (i.e., opt-out) of the Class Settlement but not the PAGA Settlement</p> <p>Response Deadline is [DATE]</p>	<p>If you do not wish to participate in the Settlement, you can opt-out by sending the Administrator a written Request for Exclusion. The Request for Exclusion must contain: your full name, signature with date, the case name and number of the Action; and a clear statement indicating that you want to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.</p>
<p>Participating Class Members can object to the Class Settlement but not the PAGA Settlement</p> <p>Response Deadline is [DATE]</p>	<p>Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Settlement Administrator, no later than the Response Deadline. A written objection must contain: your full name, signature with date, the case name and number of the Action, a clear statement indicating that you object to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether you are represented by counsel and whether you intend to appear at the Final Approval Hearing. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.</p>

<p>Participating Class Members can participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [DATE] at [TIME] in Department 24 of the Superior Court of California for the County of Stanislaus located at 801 10th Street, Modesto, California 95354.</p> <p>You don’t have to attend, but you have the right to appear (or hire an attorney to appear on your behalf at your own cost) at the Final Approval Hearing. If you do not exclude yourself from the settlement, you may object orally at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts and legal support for your objection. If the Court rejects the objection, you will nevertheless be bound by the terms of the Settlement.</p> <p>It’s possible the Court will reschedule the Final Approval Hearing. Check the Court’s website for the most current information or contact Class Counsel to verify the date and time of the Final Approval Hearing.</p>
<p>You can dispute the calculation of your Workweeks / Pay Periods Dispute Deadline is [DATE]</p>	<p>The number of Class Period workweeks and/or PAGA Period Pay Periods you worked based on Defendants’ records are stated above. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless you submit documentary evidence in support of your dispute, Defendants’ records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator’s decision on all disputes will be final and binding.</p>

**VI. HOW TO CONTACT THE ADMINISTRATOR**

Phoenix Class Action Administration Solutions  
[ADDRESS 1]  
[ADDRESS 2]  
Telephone: [NUMBER]

**VII. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed “Joint Stipulation of Class and PAGA Settlement” which is on file with the Clerk of the Court and can be accessed at <<[website]



**address**>>. The pleadings and other records in this Action, including the Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Stanislaus County at 801 10<sup>th</sup> Street, Modesto, California 95354.

If you want additional information about this Action and its proceedings, you can contact the Administrator or Class Counsel in this Action:

AEGIS LAW FIRM, PC  
Samuel A. Wong, Esq.  
Kashif Haque, Esq.  
Jessica L. Campbell, Esq.  
Joseph M. Szilagyi, Esq.  
jszilagyi@aegislawfirm.com  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK  
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

**BY ORDER OF THE SUPERIOR COURT.**

# **EXHIBIT C**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF STANISLAUS**

DIANNA FAITH MOON, individually and on  
behalf of all others similarly situated,  
  
Plaintiff,  
  
v.  
  
AVALON HEALTH CARE MANAGEMENT,  
INC.; AVALON SENIOR LIVING -  
FORTUNA, L.L.C.; AVALON SENIOR  
LIVING - CEDAR CREEK, L.L.C.; AVALON  
SENIOR LIVING - CLEARLAKE, L.L.C.;  
AVALON SENIOR LIVING - YREKA,  
L.L.C.; AVALON SENIOR LIVING  
SERVICES, LLC; EASTRIDGE PACIFIC  
SENIOR-LIVING, LLC; and DOES 1 through  
20, inclusive,  
  
Defendants.

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) Case No. CV-21-003153  
)  
) Assigned for All Purposes To:  
) Judge: Hon. Sonny S. Sandhu  
) Dept: 24  
)  
) **[PROPOSED] ORDER GRANTING FINAL**  
) **APPROVAL OF CLASS AND PAGA**  
) **SETTLEMENT AND JUDGMENT**  
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) Action Filed: June 17, 2021  
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**TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

This matter has come before the Honorable Sonny S. Sandhu in Department 24 of the above-entitled Court for a hearing on Plaintiff Dianna Faith Moon’s (“Plaintiff”) Motion for Final Approval of Class and PAGA Settlement (“Motion for Final Approval”) came before this Court, on [DATE]. Aegis Law Firm, PC appeared on behalf of Plaintiff. CDF Labor Law LLP appeared on behalf of Defendants Avalon Health Care Management, Inc., Avalon Senior Living – Fortuna, L.L.C., Avalon Senior Living – Cedar Creek, L.L.C., Avalon Senior Living – Clearlake, L.L.C., Avalon Senior Living – Yreka, L.L.C., and Avalon Senior Living Services, LLC. Raines Feldman LLP appeared on behalf of Defendant Eastridge Pacific Senior-Living LLC.

On [DATE], the Court entered the Order Granting Preliminary Approval of Class and PAGA Action Settlement (“Preliminary Approval Order”) preliminarily approving the settlement of the above-captioned action (“Action”) in accordance with the Joint Stipulation of Class and PAGA Settlement (“Settlement” or “Agreement”), which together with its attached exhibits, set forth the terms and conditions for settlement of the Action.

Due and adequate notice having been given to all Class and PAGA Members as required in the Preliminary Approval Order, and the Court having reviewed the Agreement and considered the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing:

**IT IS ORDERED** that the Motion for Final Approval of Class and PAGA Settlement is **GRANTED**, subject to the following findings and orders:

1. All terms used herein have the same meaning as defined in the Agreement and Preliminary Approval Order.
2. The Court finds that, for settlement purposes only, the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the Settlement. The Court makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary

1 Approval Order. The Class is defined as: All persons employed by Defendants in an hourly, non-  
2 exempt position in California from February 1, 2019 through December 4, 2020.

3 3. This Court has jurisdiction over the Action and over all Parties to this Action,  
4 including all Class and PAGA Members.

5 4. Distribution of the Class Notice directed to the Class and PAGA Members as set  
6 forth in the Agreement has been completed in conformity with the Preliminary Approval Order,  
7 including individual notice to all Class and PAGA Members who could be identified through  
8 reasonable effort, and was the best notice practicable under the circumstances. The Class  
9 Notice fully and accurately informed the Class of all material elements of the Settlement and of  
10 their opportunity to participate in, object to, or comment thereon, or to seek exclusion from the  
11 Settlement; provided due and adequate notice of the proceedings related to the Settlement; and  
12 fully satisfied the requirements of due process.

13 5. The Court grants final approval of the Settlement and finds that the Settlement is  
14 fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable  
15 requirements for final approval of this class action settlement under California law, including the  
16 provisions of California Code of Civil Procedure section 382. The Court hereby finds the  
17 Settlement was entered into in good faith pursuant to and within the meaning of California Code  
18 of Civil Procedure section 877.6.

19 6. The Court finds that the Settlement has been reached as a result of intensive,  
20 serious and non-collusive arms-length negotiations. The Court has considered all of the evidence  
21 presented and further finds that the Parties have conducted extensive investigation and research,  
22 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court  
23 also finds that the Settlement at this time will avoid additional substantial costs, as well as avoid  
24 the delay and risks that would be presented by the further prosecution of the Action. The Court  
25 has considered the benefits that are being provided as part of the Settlement and the significant  
26 value to the Class and PAGA Members, the absence of objections to the Settlement, and that  
27 there were only [REDACTED] Requests for Exclusion from the Settlement by Class Members.

28 Accordingly, the Court directs that the Settlement be affected in accordance with the Agreement  
and the following terms and conditions.

1           7.       A full opportunity has been afforded to the Class and PAGA Members to  
2 participate in the Final Approval Hearing, and all Class and PAGA Members and other persons  
3 wishing to be heard have been heard. The Class Members also have had a full and fair  
4 opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that  
5 all Class Members who did not submit a timely and valid Request for Exclusion to the  
6 Administrator (“Participating Class Members”) and PAGA Members are bound by this Final  
7 Approval Order and Judgment.

8           8.       The Court finds that [number] Class Members have timely and validly opted out  
9 of the Settlement and will not be bound by this Final Order Approving Class Action Settlement  
10 and Judgment (“Final Approval Order and Judgment”).

11           9.       The Court finds the Individual Class Awards to Participating Class Members  
12 provided for under the Settlement to be fair and reasonable in light of all of the circumstances.  
13 The Court directs the Administrator to calculate and distribute payments to Participating Class  
14 Members for Individual Class Awards, in accordance with the terms set forth in the Agreement  
15 and Preliminary Approval Order.

16           10.      The Court finds that the request for an award of attorneys’ fees in the amount of  
17 \$118,125.00 to Class Counsel falls within the range of reasonableness, and the results achieved  
18 justify the award sought. The requested attorneys’ fees to Class Counsel are fair and  
19 reasonable; and are approved. The Court directs the Administrator to issue payment in the  
20 amount of \$118,125.00 to Aegis Law Firm, PC for attorneys’ fees, in accordance with the  
21 Agreement and Preliminary Approval Order.

22           11.      The Court finds that reimbursement of litigation costs and expenses in the  
23 amount of \$ [redacted].00 to Class Counsel is reasonable; and is approved. The Court directs the  
24 Administrator to issue payment in the amount of \$ [redacted].00 to Aegis Law Firm, PC for  
25 reimbursement of litigation costs and expenses, in accordance with the Agreement and  
26 Preliminary Approval Order.

27           12.      The Court finds that Plaintiff’s Enhancement Award in the amount of \$10,000.00  
28 for the work performed by Plaintiff on behalf of the Class is fair and reasonable; and is approved.  
The Court directs the Administrator to issue payment of Plaintiff’s Enhancement Award in the

1 amount of \$10,000.00 to Plaintiff Dianna Faith Moon, in accordance with the Agreement and  
2 Preliminary Approval Order.

3 13. The Court finds that the PAGA Allocation in the amount of \$11,000.00 for  
4 penalties under the California Private Attorneys General Act of 2004, is fair and reasonable; and  
5 is approved. The Court directs the Administrator to issue payment of the PAGA Allocation as  
6 follows: the amount of \$8,250.00 (75 percent of \$11,000.00) to the California Labor Workforce  
7 Development Agency and the amount of \$2,750.00 (25 percent of \$11,000.00) as Individual  
8 PAGA Awards to PAGA Members, in accordance with the Agreement and Preliminary  
9 Approval Order.

10 14. The Court finds that payment of Administration Expenses in the amount of  
11 \$8,000.00 to the Administrator is fair, reasonable, and appropriate for the services performed and  
12 costs incurred and to be incurred for the notice and settlement administration process; and is  
13 approved. The Court directs the Administrator to issue payment of Administration Expenses in  
14 the amount of \$8,000.00 to itself, in accordance with the Agreement and Preliminary Approval  
15 Order.

16 15. The Court directs Class Counsel to file the Administrator's Declaration of  
17 Compliance and Proof of Payment within two hundred forty (240) calendar days of this Final  
18 Approval Order and Judgment.

19 16. Neither the Settlement nor any of the terms set forth in the Stipulation is an  
20 admission by Defendants, or any of the other Released Parties, nor is this Final Approval Order  
21 and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by  
22 Defendants, or any of the other Released Parties. Neither this Final Approval Order and Judgment,  
23 the Agreement, any document related to the Settlement, nor any action taken to carry out the  
24 Settlement is, may be construed as, or may be used as, an admission by or against Defendants, or  
25 any of the other Released Parties, of any fault, wrongdoing or liability. The entering into or  
26 carrying out of the Settlement, and any related negotiations or proceedings, will not in any event  
27 be construed as, or deemed to be evidence of, an admission or concession with regard to the  
28 denials or defenses by Defendants, or any of the other Released Parties, and will not be offered in  
evidence in any action or proceeding in any court, administrative agency or other tribunal for any

1 purpose whatsoever other than to enforce the provisions of this Final Approval Order and  
2 Judgment, the Agreement, the Released Claims, Released PAGA Claims, or any related  
3 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in  
4 the Action, or submit in any other proceeding, the Final Approval Order and Judgment, the  
5 Agreement, and any other papers and records on file in the Action as evidence of the Settlement to  
6 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue  
7 preclusion or similar defense.

8 17. The Court orders, adjudges and decrees that:

9 a. Plaintiff and all Participating Class Members fully, finally, and forever  
10 release, compromise, and discharge the Released Parties from the Released Claims for the Class  
11 Period, in accordance with the terms of the Agreement;

12 b. Plaintiff, all PAGA Members, and the State of California fully, finally, and  
13 forever release, compromise, and discharge the Released Parties from the Released PAGA  
14 Claims for the PAGA Period, in accordance with the terms of the Agreement; and

15 c. Plaintiff fully, finally, and forever releases, compromises, and discharges  
16 the Released Parties from all causes of action, claims, judgments, obligations, damages or  
17 liabilities of whatever kind and character and waives all rights under California Civil Code section  
18 1542, in accordance with the terms of the Agreement.

19 18. The Court hereby enters final judgment in accordance with the terms of the  
20 Agreement, the Order Granting Preliminary Approval of Class and PAGA Settlement, and this  
21 Order.

22 19. The Parties will bear their own costs and attorneys' fees except as otherwise  
23 provided by this Order awarding Class Counsels' Attorneys' Fees and Costs.

24 **IT IS SO ORDERED ADJUDGED AND DECREED.**

25 The Clerk of the Court is directed to enter this Judgment.

26 Dated: \_\_\_\_\_

27 \_\_\_\_\_  
HONORABLE SONNY S. SANDHU  
JUDGE OF THE SUPERIOR COURT