

1 **CLASS ACTION AND PAGA SETTLEMENT**

2 **AGREEMENT AND CLASS NOTICE**

3 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
4 Plaintiffs Daniel Espinoza, Maria Aceves, Lynn DeLeon, Corrine Tate, Daisy Lepe, Leslie Perez,
5 Nancy Castillo, Shartisca Booker, Alma R. Perez, Nancy Johnson Moulton, Lawrence J.
6 Williamson, Deniece Bowen, Aston Whitehead, Mona Rae Tan and Gabriela Rivera-Garcia
7 (“Plaintiffs”) and defendants Pacifica Senior Living Management, LLC and PCPR, LLC on behalf of
8 all facilities owned and/or managed by Pacifica Defendants (“Pacifica Defendants”) FrankCrum 1,
9 Inc., FrankCrum 11, Inc., Trion Solutions I, Inc., Trion Solutions II, Inc., Oasis Staffing, Inc.,
10 NorthStar Senior Living, Inc. and Etros Living, LLC (“PEO and Management Defendants”) as
11 further defined herein. The Agreement refers to Plaintiffs, Pacifica Defendants, and PEO and
12 Management Defendants collectively as the “Parties,” or individually as a “Party.”

13 **1. DEFINITIONS.**

14 1.1. “Actions” means the Plaintiffs’ lawsuits, including all lawsuits deemed coordinated in
15 JCCP No. 5099 Pacifica SL Wage and Hour Cases alleging wage and hour violations
16 against Pacifica Defendants and PEO and Management Defendants, and including the
17 following Covered Complaints, and as set forth in the Amended Consolidated
18 Complaint:

19 *1.1.1. Espinoza, et al. v. Pacifica North County SL LP, et al. Case No.: 56-2018-*
20 *00518602-CU-OE-VTA (Ventura Superior Court – 10-09-18)*

21
22 *1.1.2. Perez, et al. v. Pacifica Senior Living Management, LLC, et al. Case No.*
23 *BCV-19-102130 – SDS (Kern County Superior Court – 07-31-19)*

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25 *1.1.3. Lepe v. Pacifica Senior Living Management, LLC, et al. Case No.*
26 *19CHCV00940 (Los Angeles Superior Court – 11-21-19)*
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1 1.1.4. *Tate v. Pacifica Senior Living Management, LLC, Case No. 37-2019-*
2 *00064284-CU-OE-CTL (San Diego County Superior Court – 12-03-19)*

3
4 1.1.5. *A. Perez v. Pacifica Senior Living Case No. 37-2020-00013914-CU-OE-CTL*
5 *(San Diego Superior Court – 03-12-20)*

6
7 1.1.6. *Williamson v. Avalon Health Care, Inc., et al. Case No. RG190137159*
8 *(Alameda Superior Court – 04-04-19)*

9
10 1.1.7. *Moulton v. Pacifica Senior Living Management LLC, et al. Case No. 37-2020-*
11 *00045281-CU-OE-CTL (San Diego Superior Court – 12-09-20)*

12
13 1.1.8. *Bowen v. Pacifica Senior Living, et al. Case No. CIV-SB-2124748 (San*
14 *Bernardino Superior Court – 08-24-21)*

15
16 1.1.9. *Bowen v. Pacifica Senior Living, et al. Case No. CIV-SB-2132269 (San*
17 *Bernardino Superior Court – 11-12-21)*

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19 1.1.10. *Tan v. Pacifica Senior Living Management, LLC, et al. Case No. 30-2022-*
20 *01249156-CU-WT-CXS (Orange County Superior Court – 03-04-22)*

21
22 1.1.11. *Tan v. Pacifica Senior Living Management LLC, et al, Case No. 30-2022-*
23 *01258972-CU-OE-CXC (Orange County Superior Court – 05-10-22)*

24
25 1.1.12. *Aston Whitehead v. Pacifica Senior Living Management LLC, et al. Case No.*
26 *4:18-cv-01767-JSW (Northern District CA – 7-28-17)*

- 1 1.2. “Administrator” means Phoenix Class Action Administration Solutions the neutral
2 entity the Parties have agreed to ask the Court to appoint to administer the Settlement.
- 3 1.3. “Administration Expenses Payment” means the amount the Administrator will be
4 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses
5 in accordance with the Administrator’s “not to exceed” bid submitted to and approved
6 by the Court in connection with Preliminary Approval of the Settlement.
- 7 1.4. “Aggrieved Employees” means non-exempt employees who are or previously were
8 employed at, or who worked for the benefit of, any facility owned and/or managed by
9 Pacifica Defendants, and including PCPR LLC, in California during the period of
10 July 28, 2016 until the date of preliminary approval or December 11, 2022, whichever
11 occurs first (the “PAGA Period”), including Covered Facilities.
- 12 1.5. “Amended Consolidated Complaint” means, for the purposes of effectuating this
13 Settlement, the Amended Consolidated Complaint to be filed by Class Counsel
14 encompassing all of the claims brought by each of the Named Plaintiffs against
15 Covered Facilities in any of the coordinated actions and LWDA letters, as well as
16 claims considered in the course of litigation, mediation, and settlement negotiations in
17 the matters, including any claims under Labor Code 2810.5, changes in law (such as
18 *Ferra v Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021) or paid sick leave
19 and/or supplemental paid sick leave legislation.
- 20 1.6. “Class” means all non-exempt employees who are or were previously employed at, or
21 who worked for the benefit of, any facility owned and/or managed by Defendant
22 Pacifica Senior Living Management, LLC (“Pacifica Defendants”), and including
23 PCPR LLC, in California during the period of October 9, 2014, to the date of
24 preliminary approval or December 11, 2022, whichever occurs first (the “Class
25 Period”), including the following facilities, which includes facilities which were
26 named in any of the pending coordinated lawsuits, as well as those facilities listed
27 herein below in Paragraph 1.19, some of which have not been named or identified in
28

1 any of the pending coordinated lawsuits (collectively “Covered Facilities” and
2 individually “Covered Facility”).

3 1.7. “Class Counsel” means Gaines & Gaines, APLC; Lawyers *for* Justice, PC; Lebe Law
4 Firm, APC; Mashiri Law Firm; The Jami Law Firm P.C.; Setareh Law Group; Lavi &
5 Ebrahimi; Burton Employment Law and James Hawkins, APLC.

6 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
7 mean the amounts allocated to Class Counsel for reimbursement of reasonable
8 attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.

9 1.9. “Class Data” means Class Member identifying information in Pacifica Defendants’
10 possession including the Class Member’s name, last-known mailing address, Social
11 Security number, and number of Class Period Workweeks and PAGA Pay Periods.

12 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as
13 either a Participating Class Member or Non-Participating Class Member (including a
14 Non-Participating Class Member who qualifies as an Aggrieved Employee).

15 1.11. “Class Member Address Search” means the Administrator’s investigation and search
16 for current Class Member mailing addresses using all reasonably available sources,
17 methods and means including, but not limited to, the National Change of Address
18 database, skip traces, and direct contact by the Administrator with Class Members.

19 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
20 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
21 mailed to Class Members in English with a Spanish translation, in the form, without
22 material variation, attached as Exhibit A and incorporated by reference into this
23 Agreement.

24 1.13. “Class Period” means the period from October 9, 2014, to the date of preliminary
25 approval or December 11, 2022, whichever occurs first.

26 1.14. “Class Representatives” means the named Plaintiffs in the Amended Consolidated
27 Complaint in the Actions seeking Court approval to serve as Class Representatives.
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1.15. "Class Representatives Service Payment" means the payment to each Class Representative for initiating a Covered Complaint which is part of the Actions and providing services in support of the Actions.

1.16. "Court" means the Superior Court of California, County of Ventura.

1.17. "Covered Complaint" means any of the Complaints incorporated in the Amended Consolidated Complaint.

1.18. "Covered Employee" means all non-exempt employees who are or were previously employed at, or who worked for the benefit of, any facility owned and/or managed by Defendant Pacifica Senior Living Management, LLC ("Pacifica Defendants"), and including PCPR LLC, in California during the Class Period.

1.19. "Covered Facility" means the each of the following facilities and the Covered Employees during the Class Period:

Entity Name	DBA Name	Purchased Date	Closed/ Transfer
1. Pacifica Regency Palms LLC	Alta Vista Senior Living	2/1/2019	
2. Pacifica SL Anaheim Hills LLC/HSRE Meridian at Anaheim Hills TRS, LLC, PSLM Payroll LLC	Meridian At Anaheim Hills	1/1/2012	
3. Pacifica Bakersfield LP	Pacifica Senior Living Bakersfield	1/31/2008	
4. Pacifica Carmichael LLC	The Atrium of Carmichael	12/24/2020	
5. Pacifica Chino Hills LP	Pacifica Senior Living Chino Hills	7/16/2010	
6. Pacifica Citrus Heights LLC	The Crest at Citrus Heights	12/24/2020	
7. Pacifica Concordia LP	Pacifica Senior Living Country Crest	6/8/2012	
8. Pacifica Daly LLC	Pacifica Senior Living Mission Villa	7/1/2014	
9. Pacifica North County SL LP	Pacifica Senior Living Escondido	1/22/2013	
10. HSRE Pacifica Fresno OPCO LP, PSLM Payroll Fresno	Pacifica Senior Living Fresno	12/31/2020	
11. Pacifica SFO LLC	The Village At Hayes Valley	12/15/2016	

1	12. Pacifica SL Grove Street LP	Healdsburg, A Pacifica Senior Living Community	2/1/2018	
2	13. Pacifica SL Hemet LLC	Pacifica Senior Living Hemet	3/15/2016	
3	14. TGH-Chino LP/HSRE Pacifica Senior Living Hillsborough TRS, LLC, PSLM Payroll Hillsborough LLC	Pacifica Senior Living Hillsborough	11/1/2012	
4	15. Pacifica Hollywood LLC	Hollywood Hills, A Pacifica Senior Living Community	6/17/2020	
5	16. Pacifica Laguna Hills LLC	Meridian at Laguna Hills	4/1/2020	
6	17. HSRE Pacifica Menifee Valley OPCO LP, PSLM Payroll Menifee LLC	Pacifica Senior Living Menifee	12/31/2020	
7	18. Pacifica Senior Living Merced LLC	Pacifica Senior Living Merced	4/28/2015	
8	19. St Pauls Modesto LP	Pacifica Senior Living Modesto	8/26/2008	
9	20. Pacifica Monte Vista LLC	Monte Vista Village	4/29/2021	
10	21. Pacifica Newport Mesa LLC	Pacifica Senior Living Newport Mesa	9/6/2013	
11	22. Pacifica Somerfield LLC, Pacifica Northridge LP	Pacifica Senior Living Northridge	4/1/2020	
12	23. Pacifica Oakland LLC	Pacifica Senior Living Oakland Heights	7/1/2014	
13	24. Casitas Oceanside Two LP/HSRE Pacifica Senior Living Oceanside TRS, LLC, PSLM Payroll Oceanside LLC	Pacifica Senior Living Oceanside	4/1/2019	
14	25. Pacifica L 32 LLC	Pacifica Senior Living Oxnard	5/3/2011	
15	26. Pacifica SL Palm Springs LLC	Pacifica Senior Living Palm Springs	6/1/2018	
16	27. P Monterey LP	The Park Lane	12/22/2007	
17	28. Pacifica Riverside SL LP	Pacifica Senior Living: Riverside Legacies Memory Care	1/1/2012	
18	29. Pacifica Sakura Gardens ICF LLC	Sakura Gardens of Los Angeles	12/1/2019	9/1/2021
19	30. Pacifica SL Boyle LLC	Sakura Gardens of Los Angeles	2/5/2016	
20	31. Pacifica San Bernardino LLC	Parkside Senior Apartments	4/1/2020	12/31/2021

1	32. P San Leandro LP	Pacifica Senior Living San Leandro	2/25/2008	
2	33. Pacifica SLO LLC	Avila Senior Living At Downtown SLO	5/23/2019	
3	34. Pacifica L 24 LLC	Meridian At Lake San Marcos	7/22/2013	
4	35. Pacifica Coast LP	Pacifica Senior Living Santa Barbara	4/22/2015	
5	36. West Lyons LP	Pacifica Senior Living Santa Clarita	7/10/2008	
6	37. Pacifica Sierra Vista LP	Sierra Vista Independent and Assisted Living	1/1/2012	
7	38. Pacifica Orange County LLC	Pacifica Senior Living South Coast	10/12/2016	
8	39. Pacifica Union City LLC	Pacifica Senior Living Union City	5/16/2014	
9	40. Pacifica Senior Living Vacaville LLC	Pacifica Senior Living Vacaville	5/15/2015	
10	41. Pacifica Valley Crest LP	Valley Crest Memory Care	1/1/2012	
11	42. Pacifica East Lake LLC	Pacifica Senior Living Vista	8/1/2018	
12	43. Pacifica SL Vermont LLC			2/27/2015
13	44. Pacifica SL Lincoln LLC			

17 1.20. “Covered PEOs and Management Companies” means PEO and Management
18 Defendants (including FrankCrum 1, Inc., FrankCrum 11, Inc., Trion Solutions I,
19 Inc., Trion Solutions II, Inc., Oasis Staffing, Inc., NorthStar Senior Living, Inc., and
20 Etros Living, LLC, solely as to Covered Employees at Covered Facilities, as well as
21 any other Professional Employer Organizations that provided services to Pacifica
22 Defendants at a Covered Facility relating to Covered Employees during the Class
23 Period and/or PAGA Period.

24 1.21. “Defendants” means Pacifica Defendants and PEO and Management Defendants
25 collectively.

26 1.22. “Defense Counsel” means Robert S. Blumberg and Melanie Rollins, Littler
27 Mendelson, PC., on behalf of Pacifica Defendants, Trion I and Trion II; Thomas
28

1 Ingrassia, Petit Kohn Ingrassia Lutz & Dolin, PC, on behalf of FrankCrum 1 and
2 FrankCrum 11.

3 1.23. "Effective Date" means the date by when both of the following have occurred:
4 (a) the Court enters a Judgment on its Order Granting Final Approval of the
5 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
6 following occurrences: (a) if no Participating Class Member objects to the
7 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
8 Members objects to the Settlement, the day after the deadline for filing a notice of
9 appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
10 after the appellate court affirms the Judgment and issues a remittitur.

11 1.24. "Final Approval" means the Court's order granting final approval of the Settlement.

12 1.25. "Final Approval Hearing" means the Court's hearing on the Motion for Final
13 Approval of the Settlement.

14 1.26. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
15 Approval of the Settlement.

16 1.27. "Gross Settlement Amount" means Four Million Two Hundred Fifty Thousand
17 Dollars and Zero Cents (\$4,250,000.00) which is the total amount Pacifica
18 Defendants agree to pay under the Settlement except as provided in Paragraph 9
19 below. The Gross Settlement Amount will be used to pay Individual Class Payments,
20 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees
21 Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service
22 Payment, and the Administrator's Expenses. The Gross Settlement Amount shall be
23 all-in, with no reversion to any Released Parties. The employer's share of payroll
24 taxes shall not be paid from the Gross Settlement Amount and shall remain the sole
25 responsibility of Pacifica Defendants. Other than payroll taxes or in the event the
26 escalator clause is triggered, in no event will Pacifica Defendants' total payment to
27 resolve this matter exceed \$4,250,000.
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- 1 1.28. “Individual Class Payment” means the Participating Class Member’s pro rata share of
2 the Net Settlement Amount calculated according to the number of Workweeks
3 worked for the benefit of any Covered Facility owned and/or managed by Pacifica
4 Defendants or PCPR LLC during the Class Period based upon hire and termination
5 data maintained by Pacifica Defendants and/or PCPR, LLC during the Class Period,
6 without the need to submit a claim form.
- 7 1.29. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
8 of the PAGA Penalties calculated according to the number of pay periods they were
9 employed at or worked for the benefit of, any Covered Facility owned and/or
10 managed by Pacifica Defendants or PCPR LLC, based upon hire and termination data
11 maintained by Pacifica Defendants and/or PCPR, LLC during the PAGA Period,
12 without the need to submit a claim form.
- 13 1.30. “LWDA” means the California Labor and Workforce Development Agency.
- 14 1.31. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
15 under Labor Code section 2699, subd. (i).
- 16 1.32. “Net Settlement Amount” means the Gross Settlement Amount, less the following
17 payments in the amounts approved by the Court: Individual PAGA Payments, the
18 LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees
19 Payment, Class Counsel Litigation Expenses Payment, and the Administration
20 Expenses Payment. The remainder is to be paid to Participating Class Members as
21 Individual Class Payments.
- 22 1.33. “Non-Participating Class Member” means any Class Member who opts out of the
23 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 24 1.34. “Pacifica Defendants” means Pacifica Senior Living Management, LLC and PCPR,
25 LLC and all the entities listed in Section 1.19 defining the terms “Covered Facility”.
- 26 1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
27 worked at a Covered Facility for at least one day during the PAGA Period.
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- 1 1.36. "PAGA Period" means the period from July 28, 2016, until the date of Preliminary
2 Approval or December 11, 2022, whichever occurs first.
- 3 1.37. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 4 1.38. "PAGA Notice" means Plaintiffs' letters to Pacifica Defendants and the LWDA
5 providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 6 1.39. "PAGA Penalties" means the total amount of two hundred thousand dollars
7 (\$200,000) of PAGA civil penalties to be paid from the Gross Settlement Amount,
8 allocated 25%, fifty thousand dollars (\$50,000), to the Aggrieved Employees, and
9 75%, one hundred fifty thousand dollars (\$150,000), to the LWDA, in settlement of
10 PAGA claims.
- 11 1.40. "Participating Class Member" means a Class Member who does not submit a valid
12 and timely Request for Exclusion from the Settlement.
- 13 1.41. "PEO and Management Defendants" means named Defendants FrankCrum 1, Inc.,
14 FrankCrum 11, Inc., Trion Solutions I, Inc., Trion Solutions II, Inc., Oasis Staffing,
15 Inc., NorthStar Senior Living, Inc. and Etros Living, LLC
- 16 1.42. "Plaintiffs" mean Daniel Espinoza, Maria Aceves, Lynn DeLeon, Corrine Tate, Daisy
17 Lepe, Leslie Perez, Nancy Castillo, Shartisca Booker, Alma R. Perez, Nancy Johnson
18 Moulton, Lawrence J. Williamson, Deniece Bowen, Aston Whitehead, Mona Rae Tan
19 and Gabriela Rivera-Garcia, the named plaintiffs in the Actions.
- 20 1.43. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
21 the Settlement.
- 22 1.44. "Preliminary Approval Order" means the proposed Order Granting Preliminary
23 Approval and Approval of PAGA Settlement.
- 24 1.45. "Released Class Claims" means the claims being released as described in
25 Paragraph 6.2 below.
- 26 1.46. "Released PAGA Claims" means the claims being released as described in
27 Paragraph 6.2 below.
- 28

1 1.47. “Released Parties” means: Pacifica Defendants as to all Covered Facilities, and
2 Covered Professional Employer Organizations (“PEOs”) and Management
3 Companies solely as to Covered Employees at Covered Facilities, as well as any other
4 PEOs who provided services to Pacifica Defendants at a Covered Facility during the
5 Class Period and/or PAGA Period and each of their respective former and present
6 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
7 successors, assigns, subsidiaries and affiliates within the scope of the Settlement.

8 1.48. “Request for Exclusion” means a Class Member’s submission of a written request to
9 be excluded from the Class Settlement signed by the Class Member.

10 1.49. “Response Deadline” means sixty (60) days after the Administrator mails Notice to
11 Class Members and Aggrieved Employees, and shall be the last date on which a Class
12 Member may: (a) timely fax, email, or mail his or her Request for Exclusion from the
13 Settlement, or (b) timely fax, email, or mail his or her Objection to the Settlement.
14 Class Members to whom Notice Packets are re-sent after having been returned
15 undeliverable to the Administrator shall have an additional fourteen (14) calendar
16 days beyond the original the Response Deadline for their submission to be deemed
17 timely..

18 1.50. “Settlement” means the disposition of the Actions effected by this Agreement and the
19 Judgment.

20 1.51. “Workweek” means any week during which a Class Member worked at a Covered
21 Facility for at least one day, during the Class Period.

22 **2. RECITALS.**

23 2.1. On October 9, 2018, Plaintiffs Daniel Espinoza, Maria Aceves and Lynn DeLeon
24 commenced this Action by filing a PAGA Complaint alleging a single cause of action
25 against Pacifica Defendants for penalties arising from various alleged wage and hour
26 violations. On July 31, 2019, Plaintiffs Corrine Tate, Daisy Lepe, Leslie Perez, Nancy
27 Castillo and Shartisca Booker filed a putative class action Complaint against Pacifica
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1 Defendants and an entity named as “Frank Crum” alleging various wage and hour
2 violations arising from their employment with Pacifica Defendants.

3 2.2. Thereafter, various additional Plaintiffs filed their class and/or PAGA actions against
4 Pacifica Defendants and PEO and Management Defendants. Defendants have
5 responded to each of the Plaintiffs’ Complaints.

6 2.3. Pacifica Defendants filed a Request for Coordination, which was initially granted by
7 the May 5, 2020 Order of Hon. Tani G. Cantil-Sukauye, Chief Justice of California
8 and Chair of the Judicial Council Court. The Coordinated matters were then assigned
9 to the Superior Court for the County of Ventura, which Court accepted the
10 assignment on August 17, 2020. Thereafter, Pacifica Defendants have filed motions
11 seeking to coordinate each of the later filed Complaints, and said motions have been
12 granted by the Court, resulting in each of the Covered Actions being deemed part of
13 the Pacifica SL Wage and Hour Cases, JCCP 5099.

14 2.4. For the purposes of effectuating this Settlement, Class Counsel shall file an Amended
15 Consolidated Complaint encompassing all of the claims brought by each of the
16 Named Plaintiffs against the Covered Facilities in all of the coordinated actions and
17 LWDA letters, as well as claims considered in the course of litigation, mediation, and
18 settlement negotiations in the matters, including any claims under Labor Code
19 2810.5, recent changes and/or interpretations of such laws (such as those articulated
20 in *Ferra v Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021), and paid sick leave
21 and supplemental paid sick leave legislation.

22 2.5. Pacifica Defendants and PEO and Management Defendants deny the allegations in
23 the Amended Consolidated Complaint, and all Covered Complaints, deny any failure
24 to comply with the laws identified in the Amended Consolidated Complaint and deny
25 any and all liability for the causes of action alleged.

26 2.6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice
27 to Pacifica Defendants and the LWDA by sending the PAGA Notices.
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1 2.7. On February 11, 2020, Pacifica Defendants and Counsel for Plaintiffs in the *Espinoza*
2 and *Perez* matters participated in an all-day mediation presided over by Tripper
3 Ortman, Esq., which did not result in a resolution of this matter. On September 2,
4 2021, Pacifica Defendants, PEO and Management Defendants and Counsel for some
5 of the Plaintiffs, including Plaintiffs in the *Espinoza* and *Perez* matters, participated in
6 a second all-day mediation presided over by Michael Dickstein, Esq. This mediation
7 narrowed the issues, but did not result in resolution. After considerable further
8 negotiations during the following six-month period, including Counsel for the
9 remaining Plaintiffs, the Mediator made a Mediator’s Proposal for a global settlement
10 of all Covered Complaints in the Coordinated Action, which was ultimately accepted
11 by the Parties, and led to this Agreement to settle the Actions.

12 2.8. Prior to mediating and negotiating the Settlement, Plaintiffs obtained, through formal
13 and informal discovery, documents including thousands of pages of time records,
14 payroll records, and policies regarding Pacifica Defendants and the Covered
15 Facilities. Plaintiffs’ investigation was sufficient to satisfy the criteria for court
16 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
17 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
18 (“*Dunk/Kullar*”).

19 2.9. The Court has not granted class certification.

20 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
21 any other pending matter or action asserting claims that will be extinguished or
22 affected by the Settlement.

23 **3. MONETARY TERMS.**

24 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
25 Pacifica Defendants promise to pay four million two hundred fifty thousand dollars
26 (\$4,250,000), and no more, as the Gross Settlement Amount and to separately pay
27 any and all employer payroll taxes owed on the Wage Portions of the Individual Class
28 Payments. Pacifica Defendants have no obligation to pay the Gross Settlement

1 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this
2 Agreement. The Administrator will disburse the entire Gross Settlement Amount
3 without asking or requiring Participating Class Members or Aggrieved Employees to
4 submit any claim as a condition of payment. None of the Gross Settlement Amount
5 will revert to Defendants.

6 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
7 deduct the following payments from the Gross Settlement Amount, in the amounts
8 specified by the Court in the Final Approval:

9 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
10 Representatives of not more than twelve thousand dollars (\$12,000) each to
11 Plaintiffs Daniel Espinoza, Maria de Aceves, Lynn Deleon, Leslie Perez,
12 Corrine Tate, Daisy Lepe, Nancy Castillo, Shartisca Booker, Lawrence J.
13 Williamson and Aston Whitehead, and payments of not more than seven
14 thousand five hundred dollars (\$7,500) each to Plaintiffs Alma R. Perez,
15 Nancy Johnson Moulton, Deniece Bowen, Mona Rae Tan and Gabriela
16 Rivera-Garcia (in addition to any Individual Class Payment and any
17 Individual PAGA Payment the Class Representative is entitled to receive as a
18 Participating Class Member and Aggrieved Employee). Defendants will not
19 oppose Plaintiffs' requests for Class Representatives Service Payments that do
20 not exceed these amounts. As part of the motion for Class Counsel Fees
21 Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court
22 approval for any Class Representative Service Payments no later than sixteen
23 (16) court days prior to the Final Approval Hearing. If the Court approves
24 any Class Representative Service Payment in an amount that is less than the
25 amount requested, the Administrator will retain the remainder in the Net
26 Settlement Amount. The Administrator will issue an IRS Form 1099to each
27 of the recipients of the Class Representative Service Payments. Plaintiffs each
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1 assume full responsibility and liability for employee taxes owed on the Class
2 Representative Service Payments.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-
4 five percent (35%) of the Gross Settlement Amount, which is currently
5 estimated to be one million four hundred eighty-seven thousand, five hundred
6 dollars (\$1,487,500.00) and a Class Counsel Litigation Expenses Payment
7 which is currently estimated to be not more than one hundred thousand dollars
8 (\$100,000.00). Class Counsel may seek Litigation Expenses in an amount to
9 be documented in Class Counsels' billing statement, and as approved by the
10 Court. . Defendants will not oppose requests for these payments provided
11 that they do not exceed these amounts. Plaintiffs and/or Class Counsel will
12 file a motion for Class Counsel Fees Payment and Class Litigation Expenses
13 Payment no later than 16 court days prior to the Final Approval Hearing. If
14 the Court approves any Class Counsel Fees Payment and/or a Class Counsel
15 Litigation Expenses Payment in an amount that is less than the amounts
16 requested, the Administrator will allocate the remainder to the Net Settlement
17 Amount. Released Parties shall have no liability to Class Counsel or any
18 other Plaintiff's Counsel arising from any claim to any portion of any Class
19 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
20 The Administrator will pay the Class Counsel Fees Payment and Class
21 Counsel Expenses Payment using one or more IRS 1099 Forms. Class
22 Counsel assume full responsibility and liability for taxes owed on the Class
23 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment
24 and hold Released Parties harmless, and indemnify Released Parties, from any
25 dispute or controversy regarding any division or sharing of any of these
26 Payments. Fees shall be divided between Class Counsel as determined by
27 Class Counsel and approved by the Court. Disputes among Class Counsel or
28 rejection by the Court of the amount claimed regarding the allocation of Class

1 Counsel Attorneys' Fees shall not be a basis for objecting to, or withdrawing
2 from, or attempting to rescind, this Settlement Agreement. Disputes among
3 Class Counsel or rejection by the Court of the amount of claims regarding the
4 allocation of Class Counsel Attorneys' Expenses shall not be a basis for
5 objecting to, or withdrawing from this Settlement Agreement. Defendants
6 shall not object to, or otherwise oppose, a fee request or expense request
7 consistent with this paragraph.

8 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
9 \$67,950.00, except for a showing of good cause and as approved by the Court.
10 To the extent the Administration Expenses are less than, or the Court approves
11 payment in an amount less than \$67,950.00, the Administrator will allocate
12 the remainder to the Net Settlement Amount, to be distributed to the
13 Participating Class Members.

14 3.2.4. To Each Participating Class Member: An Individual Class Payment
15 calculated by (a) dividing the Net Settlement Amount by the total number of
16 Workweeks worked by all Participating Class Members during the Class
17 Period and (b) multiplying the result by each Participating Class Member's
18 Workweeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. Thirty-three percent
20 (33%) of each Participating Class Member's Individual Class Payment
21 will be allocated to settlement of wage claims (the "Wage Portion").
22 The Wage Portions are subject to tax withholdings and will be
23 reported on an IRS Form W-2. The remaining sixty-seven percent
24 (67%) of each Participating Class Member's Individual Class Payment
25 will be allocated to settlement of claims for interest, penalties,
26 unreimbursed expenses and any other non-wage damages (the "Non-
27 Wage Portion"). The Non-Wage Portions are not subject to wage
28 withholdings and will be reported on IRS Form 1099. Participating

1 Class Members assume full responsibility and liability for any
2 employee taxes owed on their Individual Class Payment.

3 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
4 Individual Class Payments. Non-Participating Class Members will not
5 receive any Individual Class Payments. The Administrator will retain
6 amounts equal to their Individual Class Payments in the Net
7 Settlement Amount for distribution to Participating Class Members on
8 a pro rata basis.

9 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
10 two hundred thousand dollars (\$200,000.00) to be paid from the Gross
11 Settlement Amount, with seventy-five percent (75%) (\$150,000.00) allocated
12 to the LWDA PAGA Payment and twenty-five percent (25%) (\$50,000.00)
13 allocated to the Individual PAGA Payments.

14 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by
15 (a) dividing the amount of the Aggrieved Employees' 25% share of
16 PAGA Penalties (\$50,000.00) by the total number of PAGA Period
17 Pay Periods worked by all Aggrieved Employees during the PAGA
18 Period and (b) multiplying the result by each Aggrieved Employee's
19 PAGA Period Pay Periods. Aggrieved Employees assume full
20 responsibility and liability for any taxes owed on their Individual
21 PAGA Payment. The Administrator will report the Individual PAGA
22 Payments on IRS Form 1099.

23 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
24 requested, the Administrator will allocate the remainder to the Net
25 Settlement Amount.

26 **4. SETTLEMENT FUNDING AND PAYMENTS.**

27 4.1. Class and Aggrieved Employee Pay Periods. Based on a review of its records
28 through January 27, 2022, Pacifica Defendants estimate there are eleven thousand one

1 hundred ninety-eight (11,198) Class Members who collectively worked a total of two
2 hundred fifty thousand seven hundred twenty-four (250,724) Pay Periods.

3 4.2. Class Data. Not later than 15 business days after the Court grants Preliminary
4 Approval of the Settlement, Pacifica Defendants will deliver the Class Data to the
5 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
6 Members' privacy rights, the Administrator must maintain the Class Data in
7 confidence, use the Class Data only for purposes of this Settlement and for no other
8 purpose, and restrict access to the Class Data to Administrator employees who need
9 access to the Class Data to effect and perform under this Agreement. Pacifica
10 Defendants have a continuing duty to immediately notify Class Counsel if they
11 discover that the Class Data omitted Class Member identifying information and to
12 provide corrected or updated Class Data as soon as reasonably feasible. Without any
13 extension of the deadline by which Pacifica Defendants must send the Class Data to
14 the Administrator, the Parties and their counsel will expeditiously use best efforts, in
15 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
16 Class Data.

17 4.3. Funding of Gross Settlement Amount. Pacifica Defendants shall fully fund the Gross
18 Settlement Amount, and also fund the amounts necessary to pay Defendants' share of
19 payroll taxes by transmitting the funds to the Administrator no later than thirty (30)
20 days after the Effective Date.

21 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
22 Pacifica Defendants fund the Gross Settlement Amount, the Administrator will mail
23 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
24 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
25 Payment, the Class Counsel Litigation Expenses Payment, and the Class
26 Representative Service Payments. Disbursement of the Class Counsel Fees Payment,
27 the Class Counsel Litigation Expenses Payment and the Class Representative Service
28

1 Payments shall not precede disbursement of Individual Class Payments and
2 Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First
5 Class U.S. Mail, postage prepaid. The face of each check shall prominently
6 state the date (not less than 180 days after the date of mailing) when the check
7 will be voided. The Administrator will cancel all checks not cashed by the
8 void date. The Administrator will send checks for Individual Settlement
9 Payments to all Participating Class Members (including those for whom Class
10 Notice was returned undelivered). The Administrator will send checks for
11 Individual PAGA Payments to all Aggrieved Employees including Non-
12 Participating Class Members who qualify as Aggrieved Employees (including
13 those for whom Class Notice was returned undelivered). The Administrator
14 may send Participating Class Members a single check combining the
15 Individual Class Payment and the Individual PAGA Payment. Before mailing
16 any checks, the Settlement Administrator must update the recipients' mailing
17 addresses using the National Change of Address Database.

18 4.4.2. The Administrator must conduct a Class Member Address Search for all other
19 Class Members whose checks are returned undelivered without USPS
20 forwarding address. Within seven (7) days of receiving a returned check the
21 Administrator must re-mail checks to the USPS forwarding address provided
22 or to an address ascertained through the Class Member Address Search. The
23 Administrator need not take further steps to deliver checks to Class Members
24 whose re-mailed checks are returned as undelivered. The Administrator shall
25 promptly send a replacement check to any Class Member whose original
26 check was lost or misplaced, requested by the Class Member prior to the void
27 date.
28

1 4.4.3. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the
4 California Controller’s Unclaimed Property Fund in the name of the Class
5 Member thereby leaving no “unpaid residue” subject to the requirements of
6 California Code of Civil Procedure Section 384, subd. (b).

7 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
8 shall not obligate Released Parties to confer any additional benefits or make
9 any additional payments to Class Members or Aggrieved Employees (such as
10 401(k) contributions or bonuses) beyond those specified in this Agreement.

11 **6. RELEASES OF CLAIMS.** Effective on the date when Pacifica Defendants fully fund the
12 entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage
13 Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will
14 release claims against all Released Parties as follows:

15 6.1. Plaintiffs’ Release. Each Plaintiff and his or her respective former and present
16 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
17 assigns generally, release and discharge Released Parties from all claims,
18 transactions, or occurrences that occurred during the Class Period, including, but not
19 limited to: (a) all claims that were, or reasonably could have been, alleged, based on
20 the facts contained, in the Amended Consolidated Complaint and (b) all PAGA
21 claims that were, or reasonably could have been, alleged based on facts contained in
22 the Amended Consolidated Complaint, Plaintiffs’ PAGA Notices, or ascertained
23 during the Actions and released under 6.2, below. (“Plaintiffs’ Release.”) Plaintiffs’
24 Release does not extend to any claims or actions to enforce this Agreement, or to any
25 claims for vested benefits, unemployment benefits, disability benefits, social security
26 benefits, workers’ compensation benefits that arose at any time. Plaintiffs
27 acknowledge that Plaintiffs may discover facts or law different from, or in addition
28 to, the facts or law that Plaintiffs now know or believe to be true but agree,

1 nonethless, that Plaintiffs' Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

3 6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiffs' Release, each Plaintiff expressly waives and
5 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
6 California Civil Code, which reads:

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

11 6.2. Release by Participating Class Members: Upon entry of final judgment and subject to
12 Pacifica Defendants' full payment of the Gross Settlement Amount, Released Parties
13 shall be entitled to a release from all Participating Class Members, on behalf of
14 themselves and their respective former and present representatives, agents, attorneys,
15 heirs, administrators, successors, and assigns, release Released Parties from (i) all
16 claims under state or federal law alleged or which could have been alleged based on
17 the facts in the Amended Consolidated Complaint, and any of the individual
18 Complaints in the Coordinated Action filed on behalf of any Named Plaintiffs,
19 including and not limited to, any claims under Labor Code 2810.5, recent changes
20 and/or interpretations in law (such as in *Ferra v Loews Hollywood Hotel, LLC*, 11
21 Cal. 5th 858 (2021), and relating to paid sick leave and supplemental paid sick leave
22 legislation (and interpretations thereof), which occurred during the Class Period
23 during employment in a non-exempt position in California at a Covered Facility.
24 Except as set forth in Section 6.3 of this Agreement, Participating Class Members do
25 not release any other claims, including claims for vested benefits, wrongful
26 termination, violation of the Fair Employment and Housing Act, unemployment
27 insurance, disability, social security, workers' compensation, or claims based on facts
28 occurring outside the Class Period.

1 6.3. Release by Aggrieved Employees (including Nonparticipating Class Members):

2 Upon entry of final judgment and subject to Pacifica Defendants’ full payment of the
3 Gross Settlement Amount, Released Parties shall be entitled to a release from the
4 State of California and PAGA Aggrieved Employees of all PAGA claims alleged or
5 which could have been alleged based on the facts set forth in the Amended
6 Consolidated Complaint, and any and all of the PAGA notices filed on behalf of any
7 Named Plaintiff in the Coordinated Action, which occurred during the PAGA Period
8 during employment of PAGA Aggrieved Employees in a non-exempt position in
9 California at a Covered Facility.

10 7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
11 file a motion for preliminary approval (“Motion for Preliminary Approval”), including a joint
12 Stipulation to file the Amended Consolidated Complaint.

13 7.1. Defendants’ Declarations in Support of Preliminary Approval. Within thirty (30)
14 days of the full execution of this Agreement, Pacifica Defendants and PEO and
15 Management Defendants will prepare and deliver to Class Counsel a signed
16 Declaration from Pacifica Defendants and PEO and Management Defendants and
17 Defense Counsel which shall aver that they are not aware of any other pending matter
18 or action asserting claims that will be extinguished or adversely affected by the
19 Settlement.

20 7.2. Plaintiffs’ Responsibilities. Class Counsel will prepare and deliver to Defense
21 Counsel all documents necessary for obtaining Preliminary Approval within thirty
22 (30) days of the execution of this Agreement including: (i) a draft of the notice, and
23 memorandum in support, of the Motion for Preliminary Approval that includes an
24 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
25 Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order
26 Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
27 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its
28 “not to exceed” bid for administering the Settlement and attesting to its willingness to

1 serve; competency; operative procedures for protecting the security of Class Data;
2 amounts of insurance coverage for any data breach, embezzlement of funds or other
3 misfeasance; all facts relevant to any actual or potential conflicts of interest with
4 Class Members; and the nature and extent of any financial relationship with Plaintiff,
5 Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff
6 confirming willingness and competency to serve and disclosing all facts relevant to
7 any actual or potential conflicts of interest with Class Members, and/or the
8 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
9 competency to represent the Class Members; its timely transmission to the LWDA of
10 all necessary PAGA documents (initial notice of violations (Labor Code section
11 2699.3, subd. (a)), Amended Consolidated Complaint (Labor Code section 2699,
12 subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) Joint
13 Stipulation to File an Amended Consolidated Complaint, including the proposed
14 Amended Consolidated Complaint; and (vii) all facts relevant to any actual or
15 potential conflict of interest with Class Members, and/or the Administrator. In their
16 Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any
17 other pending matter or action asserting claims that will be extinguished or adversely
18 affected by the Settlement.

19 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the Motion for Preliminary
21 Approval no later than sixty (60) days after the full execution of this Agreement;
22 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
23 appearing in Court (or via remote telephonic or video appearance) to advocate in
24 favor of the Motion for Preliminary Approval. Class Counsel is responsible for
25 delivering the Court's Preliminary Approval to the Administrator.

26 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class
28 Counsel and Defense Counsel will expeditiously work together on behalf of the

1 Parties by meeting in person or by telephone, and in good faith, to resolve the
2 disagreement. If the Court does not grant Preliminary Approval or conditions
3 Preliminary Approval on any material change to this Agreement, Class Counsel and
4 Defense Counsel will expeditiously work together on behalf of the Parties by meeting
5 in person or by telephone, and in good faith, to modify the Agreement and otherwise
6 satisfy the Court’s concerns. Any dispute between the Parties as to the remaining
7 terms of the Settlement Agreement shall be presented to the mediator Michael
8 Dickstein, Esq. for assistance with resolution. With the exception of the Gross
9 Settlement Amount and scope of release, non-material changes to the Settlement
10 Agreement by the Court shall not invalidate the Settlement Agreement.

11 **8. SETTLEMENT ADMINISTRATION.**

12 8.1. Selection of Administrator. The Parties have jointly selected and proposed Phoenix
13 Class Action Administration Solutions to serve as the Administrator and verified that,
14 as a condition of appointment, Phoenix Class Action Administration Solutions agrees
15 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
16 this Agreement in exchange for payment of Administration Expenses. The Parties
17 and their Counsel represent that they have no interest or relationship, financial or
18 otherwise, with the Administrator other than a professional relationship arising out of
19 prior experiences administering settlements.

20 8.2. Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings
22 and providing reports to state and federal tax authorities.

23 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
24 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
25 Regulation section 468B-1.

26 8.4. Notice to Class Members.

27 8.4.1. No later than three (3) business days after receipt of the Class Data, the
28 Administrator shall notify Class Counsel that the list has been received and

1 state the number of Class Members, PAGA Members, Workweeks, and Pay
2 Periods in the Class Data.

3 8.4.2. Using best efforts to perform as soon as possible, and in no event later than
4 fourteen (14) days after receiving the Class Data, the Administrator will send
5 to all Class Members identified in the Class Data, via first-class United States
6 Postal Service (“USPS”) mail, the Class Notice with Spanish translation
7 substantially in the form attached to this Agreement as Exhibit A. The first
8 page of the Class Notice shall prominently estimate the dollar amounts of any
9 Individual Class Payment and/or Individual PAGA Payment payable to the
10 Class Member, and the number of Workweeks and PAGA Pay Periods used to
11 calculate these amounts. Before mailing Class Notices, the Administrator
12 shall update Class Member addresses using the National Change of Address
13 database.

14 8.4.3. Not later than three (3) business days after the Administrator’s receipt of any
15 Class Notice returned by the USPS as undelivered, the Administrator shall re-
16 mail the Class Notice using any forwarding address provided by the USPS. If
17 the USPS does not provide a forwarding address, the Administrator shall
18 conduct a Class Member Address Search, and re-mail the Class Notice to the
19 most current address obtained. The Administrator has no obligation to make
20 further attempts to locate or send Class Notice to Class Members whose Class
21 Notice is returned by the USPS a second time.

22 8.4.4. The deadlines for Class Members’ written objections, Challenges to
23 Workweeks and/or Pay Periods, as set forth in paragraph 8.6, and Requests for
24 Exclusion, as set forth in paragraph 8.5 will be extended an additional
25 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class
26 Notice for all Class Members whose notice is re-mailed. The Administrator
27 will inform the Class Member of the extended deadline with the re-mailed
28 Class Notice.

1 8.4.5. If the Administrator, Defendants or Class Counsel are contacted by or
2 otherwise discover any person(s) who believe they should have been included
3 in the Class Data and should have received a Class Notice, the Parties will
4 expeditiously meet and confer in person or by telephone, and in good faith
5 make an effort to agree on whether to include them as Class Members. If the
6 Parties agree, such persons will be Class Members entitled to the same rights
7 as other Class Members, and the Administrator will send, via email or
8 overnight delivery, a Class Notice requiring them to exercise options under
9 this Agreement not later than fourteen (14) days after receipt of Class Notice,
10 or the Response Deadline in the Class Notice, which ever is later.

11 8.5. Requests for Exclusion (Opt-Outs).

12 8.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
13 Settlement must send the Administrator, by fax, email, or mail, a signed,
14 written Request for Exclusion not later than sixty (60) days after the
15 Administrator mails the Class Notice (plus an additional fourteen (14) days
16 for Class Members whose Class Notice is re-mailed). A Request for
17 Exclusion is a letter from a Class Member or his/her representative that
18 reasonably communicates the Class Member's election to be excluded from
19 the Settlement and includes the Class Member's name, address and email
20 address or telephone number. To be valid, a Request for Exclusion must be
21 timely faxed, emailed, or postmarked by the Response Deadline.

22 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because
23 it fails to contain all the information specified in the Class Notice. The
24 Administrator shall accept any Request for Exclusion as valid if the
25 Administrator can reasonably ascertain the identity of the person as a Class
26 Member and the Class Member's desire to be excluded. The Administrator's
27 determination shall be final and not appealable or otherwise susceptible to
28 challenge. If the Administrator has reason to question the authenticity of a

1 Request for Exclusion, the Administrator may demand additional proof of the
2 Class Member's identity. The Administrator's determination of authenticity
3 shall be final and not appealable or otherwise susceptible to challenge.

4 8.5.3. Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this
6 Agreement, entitled to all benefits and bound by all terms and conditions of
7 the Settlement, including the Participating Class Members' Releases under
8 Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
9 Participating Class Member actually receives the Class Notice or objects to
10 the Settlement.

11 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
12 a Non-Participating Class Member and shall not receive an Individual Class
13 Payment or have the right to object to the class action components of the
14 Settlement. Because future PAGA claims are subject to claim preclusion
15 upon entry of the Judgment, Non-Participating Class Members who are
16 Aggrieved Employees are deemed to release the claims identified in
17 Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA
18 Payment.

19 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)
20 days after the Administrator mails the Class Notice (plus an additional fourteen (14)
21 days for Class Members whose Class Notice is re-mailed) to challenge the number of
22 Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
23 Member/Aggrieved Employee in the Class Notice. The Class Member may challenge
24 the allocation by communicating with the Administrator via fax, email or mail. The
25 Administrator must encourage the challenging Class Member to submit supporting
26 documentation. In the absence of any contrary documentation, the Administrator is
27 entitled to presume that the Workweeks contained in the Class Notice are correct so
28 long as they are consistent with the Class Data. The Administrator's determination of

1 each Class Member's allocation of Workweeks and/or Pay Periods shall be final and
2 not appealable or otherwise susceptible to challenge. The Administrator shall
3 promptly provide copies of all challenges to calculation of Workweeks and/or Pay
4 Periods to Defense Counsel and Class Counsel, as well as the Administrator's
5 determination regarding the validity of the challenge(s).

6 8.7. Objections to Settlement.

7 8.7.1. Only Participating Class Members may object to the class action components
8 of the Settlement and/or this Agreement, including contesting the fairness of
9 the Settlement, and/or amounts requested for the Class Counsel Fees Payment,
10 Class Counsel Litigation Expenses Payment and/or Class Representative
11 Service Payments.

12 8.7.2. Participating Class Members may send written objections to the
13 Administrator, by fax, email, or mail. In the alternative, Participating Class
14 Members may appear in Court (or hire an attorney to appear in Court) to
15 present verbal objections at the Final Approval Hearing. A Participating Class
16 Member who elects to send a written objection to the Administrator must do
17 so not later than sixty (60) days after the Administrator's mailing of the Class
18 Notice (plus an additional fourteen (14) days for Class Members whose Class
19 Notice was re-mailed).

20 8.7.3. Non-Participating Class Members have no right to object to any of the class
21 action components of the Settlement.

22 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
23 be performed or observed by the Administrator contained in this Agreement or
24 otherwise.

25 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will
26 establish, maintain, and use an internet website to post information of interest
27 to Class Members including the date, time and location for the Final Approval
28 Hearing and copies of the Settlement Agreement, Motion for Preliminary

1 Approval, the Preliminary Approval, the Class Notice, the Motion for Final
2 Approval, the Motion for Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment and Class Representative Service Payments, the
4 Final Approval and the Judgment. The Administrator will also maintain and
5 monitor an email address, a toll-free telephone number, and a fax number to
6 receive Class Member calls, faxes and emails.

7 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their
9 validity. Not later than five (5) days after the expiration of the deadline for
10 submitting Requests for Exclusion, the Administrator shall email a list to
11 Class Counsel and Defense Counsel containing (a) the names and other
12 identifying information of Class Members who have timely submitted valid
13 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
14 information of Class Members who have submitted invalid Requests for
15 Exclusion; (c) copies of all Requests for Exclusion from the Settlement
16 submitted (whether valid or invalid).

17 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
18 reports to Class Counsel and Defense Counsel that, among other things, tally
19 the number of: Class Notices mailed or re-mailed, Class Notices returned
20 undelivered, Requests for Exclusion (whether valid or invalid) received,
21 objections received, challenges to Workweeks and/or Pay Periods received
22 and/or resolved, and checks mailed for Individual Class Payments and
23 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
24 include the Administrator’s assessment of the validity of Requests for
25 Exclusion and attach copies of all Requests for Exclusion and objections
26 received.

27 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
28 authority to address and make final decisions consistent with the terms of this

1 Agreement on all Class Member challenges over the calculation of
2 Workweeks and/or Pay Periods. The Administrator's decision shall be final
3 and not appealable or otherwise susceptible to challenge.

4 8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date
5 by which Class Counsel are required to file the Motion for Final Approval of
6 the Settlement, the Administrator will provide to Class Counsel and Defense
7 Counsel, a signed declaration suitable for filing in Court attesting to its due
8 diligence and compliance with all of its obligations under this Agreement,
9 including, but not limited to, its mailing of Class Notice, the Class Notices
10 returned as undelivered, the re-mailing of Class Notices, attempts to locate
11 Class Members, the total number of Requests for Exclusion from the
12 Settlement it received (both valid and invalid), the number of written
13 objections, and attach the Exclusion List. The Administrator will supplement
14 its declaration as needed or requested by the Parties and/or the Court. Class
15 Counsel is responsible for filing the Administrator's declaration(s) in Court.

16 8.8.6. Final Report by Settlement Administrator. Within ten (10) days after the
17 Administrator disburses all funds in the Gross Settlement Amount, the
18 Administrator will provide Class Counsel and Defense Counsel with a final
19 report detailing its disbursements by employee identification number only of
20 all payments made under this Agreement. At least fifteen (15) days before
21 any deadline set by the Court, the Administrator will prepare, and submit to
22 Class Counsel and Defense Counsel, a signed declaration suitable for filing in
23 Court attesting to its disbursement of all payments required under this
24 Agreement. Class Counsel is responsible for filing the Administrator's
25 declaration in Court.

26 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its
27 records through January 27, 2022, Pacifica Defendants estimate there are eleven thousand
28 one hundred ninety-eight (11,198) Class Members who collectively worked a total of two

1 hundred fifty thousand seven hundred twenty-four (250,724) Pay Periods. Pacifica
2 Defendants will provide a declaration verifying these representations. Should the Parties, or
3 the Settlement Administrator, determine that these representations regarding the scope of the
4 class in existence as of January 27, 2022, were inaccurate by more than ten percent (10%),
5 the Gross Settlement Amount shall increase proportionately by the amount in excess of ten
6 percent (10%), based upon the increased number of Pay Periods or Class Members, with the
7 greater increase controlling. For the sake of clarity, if the number of Pay Periods worked by
8 Settlement Class Members during the Class Period up to January 27, 2022, was 15% greater
9 than 250,724, i.e. there were 288,333 Pay Periods, the Gross Settlement Amount would
10 increase by 5%, adding \$212,500.00 to the Gross Settlement Amount. Pacifica Defendants
11 shall be solely responsible for any such additional settlement payments.

12 **10. PACIFICA DEFENDANTS’ RIGHT TO WITHDRAW.** If the number of valid Requests
13 for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all
14 Class Members, by number or Workweeks, Pacifica Defendants may, but are not obligated
15 to, elect to withdraw from the Settlement. The Parties agree that, if Pacifica Defendants
16 withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that
17 neither Party will have any further obligation to perform under this Agreement; provided,
18 however, Pacifica Defendants will remain responsible for paying all Settlement
19 Administration Expenses incurred to that point. Pacifica Defendants must notify Class
20 Counsel and the Court of their election to withdraw not later than fourteen (14) days after the
21 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
22 effect.

23 **11. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
24 calendared Final Approval Hearing, Class Counsel will file in Court, a motion for final
25 approval of the Settlement that includes a request for approval of the PAGA settlement under
26 Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
27 Judgment (collectively “Motion for Final Approval”). Class Counsel shall provide drafts of
28 these documents to Defense Counsel not later than seven (7) days prior to filing the Motion

1 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer
2 in person or by telephone, and in good faith, to resolve any disagreements concerning the
3 Motion for Final Approval.

4 11.1. Response to Objections. Each Party retains the right to respond to any objection
5 raised by a Participating Class Member, including the right to file responsive
6 documents in Court no later than five (5) court days prior to the Final Approval
7 Hearing, or as otherwise ordered or accepted by the Court.

8 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the
10 scope of release to be granted by Class Members), the Parties will expeditiously work
11 together in good faith to address the Court's concerns by revising the Agreement as
12 necessary to obtain Final Approval. The Court's decision to award less than the
13 amounts requested for the Class Representative Service Payments, Class Counsel
14 Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator
15 Expenses Payment shall not constitute a material modification to the Agreement
16 within the meaning of this paragraph.

17 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
18 the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely
19 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
20 settlement administration matters, and (iii) addressing such post-Judgment matters as
21 are permitted by law.

22 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment
24 and Class Counsel Litigation Expenses Payment set forth in this Settlement, the
25 Parties, their respective counsel, and all Participating Class Members who did not
26 object to the Settlement as provided in this Agreement, waive all rights to appeal
27 from the Judgment, including all rights to post-judgment and appellate proceedings,
28 the right to file motions to vacate judgment, motions for new trial, extraordinary

1 writs, and appeals. The waiver of appeal does not include any waiver of the right to
2 oppose such motions, writs or appeals. If an objector appeals the Judgment, the
3 Parties' obligations to perform under this Agreement will be suspended until such
4 time as the appeal is finally resolved and the Judgment becomes final, except as to
5 matters that do not affect the amount of the Net Settlement Amount.

6 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
7 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
8 a material modification of this Agreement (including, but not limited to, the scope of
9 release to be granted by Class Members), this Agreement shall be null and void. The
10 Parties shall nevertheless expeditiously work together in good faith to address the
11 appellate court's concerns and to obtain Final Approval and entry of Judgment,
12 sharing, on a 50-50 basis, any additional Administration Expenses reasonably
13 incurred after remittitur. An appellate decision to vacate, reverse, or modify the
14 Court's award of the Class Representatives Service Payments or any payments to
15 Class Counsel shall not constitute a material modification of the Judgment within the
16 meaning of this paragraph, as long as the Gross Settlement Amount remains
17 unchanged.

18 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
19 Procedure section 384, the Parties will work together in good faith to jointly submit and a
20 proposed amended judgment.

21 **13. ADDITIONAL PROVISIONS.**

22 13.1. No Admission of Liability, Class Certification or Representative Manageability for
23 Other Purposes. This Agreement represents a compromise and settlement of highly
24 disputed claims. Nothing in this Agreement is intended or should be construed as an
25 admission by Defendants that any of the allegations in the Amended Consolidated
26 Complaint, or any underlying Complaint, have merit or that Defendants have any
27 liability for any claims asserted; nor should it be intended or construed as an
28 admission by Plaintiffs that Defendants' defenses in the Actions have merit. The

1 Parties agree that class certification and representative treatment is for purposes of
2 this Settlement only. If, for any reason the Court does not grant Preliminary
3 Approval, Final Approval or enter Judgment, Defendants reserve the right to contest
4 certification of any class for any reasons, and Defendants reserve all available
5 defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class
6 certification on any grounds available and to contest Defendants' defenses. The
7 Settlement, this Agreement and Parties' willingness to settle the Actions will have no
8 bearing on, and will not be admissible in connection with, any litigation (except for
9 proceedings to enforce or effectuate the Settlement and this Agreement).

10 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants
11 and Defense Counsel separately agree that, until the Motion for Preliminary Approval
12 of Settlement is filed, they and each of them will not disclose, disseminate and/or
13 publicize, or cause or permit another person to disclose, disseminate or publicize, any
14 of the terms of the Agreement directly or indirectly, specifically or generally, to any
15 person, corporation, association, government agency, or other entity except: (1) to
16 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
17 this Agreement confidential; (2) counsel in a related matter; (3) to the extent
18 necessary to report income to appropriate taxing authorities; (4) in response to a court
19 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or
20 federal government agency. Each Party agrees to immediately notify each other Party
21 of any judicial or agency order, inquiry, or subpoena seeking such information.
22 Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to,
23 directly or indirectly, initiate any conversation or other communication, before the
24 filing of the Motion for Preliminary Approval, with any third party regarding this
25 Agreement or the matters giving rise to this Agreement except to respond only that
26 "the matter was resolved," or words to that effect. This paragraph does not restrict
27 Class Counsel's communications with Class Members in accordance with Class
28 Counsel's ethical obligations owed to Class Members.

- 1 13.3. No Solicitation. The Parties separately agree that they and their respective counsel
2 and employees will not solicit any Class Member to opt out of or object to the
3 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be
4 construed to restrict Class Counsel's ability to communicate with Class Members in
5 accordance with Class Counsel's ethical obligations owed to Class Members.
- 6 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
7 Agreement together with its attached exhibits shall constitute the entire agreement
8 between the Parties relating to the Settlement, superseding any and all oral
9 representations, warranties, covenants, or inducements made to or by any Party.
- 10 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by their represented Plaintiffs and their represented
12 Defendants, respectively, to take all appropriate action required or permitted to be
13 taken by such Parties pursuant to this Agreement to effectuate its terms, and to
14 execute any other documents reasonably required to effectuate the terms of this
15 Agreement including any amendments to this Agreement.
- 16 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use
17 their best efforts, in good faith, to implement the Settlement by, among other things,
18 modifying the Settlement Agreement, submitting supplemental evidence and
19 supplementing points and authorities as requested by the Court. In the event the
20 Parties are unable to agree upon the form or content of any document necessary to
21 implement the Settlement, or on any modification of the Agreement that may become
22 necessary to implement the Settlement, the Parties will seek the assistance of a
23 mediator and/or the Court for resolution.
- 24 13.7. No Prior Assignments. The Parties separately represent and warrant that they have
25 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity and portion of any liability, claim,
27 demand, action, cause of action, or right released and discharged by the Party in this
28 Settlement.

- 1 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury
4 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 5 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.
- 8 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.
- 10 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California,
12 without regard to conflict of law principles.
- 13 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.
- 16 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during the Actions and in this Agreement relating to the confidentiality of
18 information shall survive the execution of this Agreement.
- 19 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
21 Class Counsel by Defendants in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to
23 this Settlement, and no other purpose, and may not be used in any way that violates
24 any existing contractual agreement, statute, or rule of court. Not later than 90 days
25 after the date when the Court discharges the Administrator's obligation to provide a
26 Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall
27 destroy all paper and electronic versions of Class Data received from Defendants
28 unless, prior to the Court's discharge of the Administrator's obligation, Pacifica

1 Defendants make a written request to Class Counsel for the return, rather than the
2 destructions, of Class Data.

3 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this
5 Agreement.

6 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
7 shall be to calendar days. In the event any date or deadline set forth in this
8 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
9 on the first business day thereafter.

10 13.17. Notice. All notices, demands or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been duly
12 given as of the third business day after mailing by United States mail, or the day sent
13 by email or messenger, addressed to Class Counsel and Defense Counsel at their
14 address as registered with the State Bar of California.

15 13.18. Execution in Counterparts. This Agreement may be executed in one or more
16 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes
17 of this Agreement shall be accepted as an original. All executed counterparts and
18 each of them will be deemed to be one and the same instrument if counsel for the
19 Parties will exchange between themselves signed counterparts. Any executed
20 counterpart will be admissible in evidence to prove the existence and contents of this
21 Agreement.

22 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
23 litigation shall be stayed, except to effectuate the terms of this Agreement. The
24 Parties further agree that upon the signing of this Agreement, pursuant to CCP section
25 583.330, the date to bring a case to trial under CCP section 583.310 be extended for
26 the entire period of this settlement process.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

11 / 03 / 2022

Accepted and agreed to this ____ day of _____, 2022.

PLAINTIFFS



Plaintiff Daniel Espinoza

Plaintiff Maria Aceves



Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

Plaintiff Daisy Lepe

Plaintiff Leslie Perez

Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC

Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this 30 day of May, ~~2022~~ ²⁰²³.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

Plaintiff Daisy Lepe

Plaintiff Leslie Perez

Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL



Gaines & Gaines, APLC

Lawyers for Justice, PC

Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this 14th day of November, 2022.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

Plaintiff Daisy Lepe

Plaintiff Leslie Perez

Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen



Gabriela Rivera (Nov 14, 2022 11:00 PST)

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC



Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this 14th day of November, 2022.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate


Plaintiff Daisy Lepe

Plaintiff Leslie Perez

Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez


[Nancy Johnson Moulton \(Nov 14, 2022 09:50 PST\)](#)
Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC


Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this ____ day of _____, 2022.

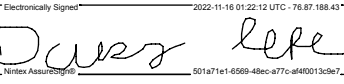
PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

 11/17/2022

Plaintiff Leslie Perez

Plaintiff Daisy Lepe

Plaintiff Nancy Castillo

Plaintiff Shartisca Booker

Plaintiff Nancy Johnson Moulton

Plaintiff Alma R. Perez

Plaintiff Mona Rae Tan

Plaintiff Aston Whitehead

Plaintiff Deniece Bowen

Plaintiff Lawrence J. Williamson

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC

Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

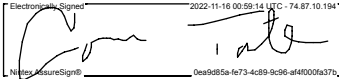
1 13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing
2 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
3 implementation of the provisions of this settlement.

4 Accepted and agreed to this ____ day of _____, 2022.

5 **PLAINTIFFS**

6
7 Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

 2022-11-16 00:59:14 UTC - 74.87.10.194
Electronically Signed by Maria Aceves

11/15/2022

8
9 Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

10
11 Plaintiff Daisy Lepe

Plaintiff Leslie Perez

12
13 Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

14
15 Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

16
17 Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

DocuSigned by:

ADB5CE3858BF423...

December 20, 2022

18
19 Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

20
21 Plaintiff Gabriela Rivera-Garcia

22 **CLASS COUNSEL**



23
24 Gaines & Gaines, APLC

Lawyers for Justice, PC

25
26 Lebe Law, APLC

Setareh Law Group

27
28 Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this ____ day of _____, 2022.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

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Leslie Perez
11/15/2022
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Plaintiff Daisy Lepe

Plaintiff Leslie Perez

Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC

Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this ____ day of _____, 2022.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

Plaintiff Daisy Lepe

Plaintiff Leslie Perez

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Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

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Lebe Law, APLC

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Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this _____ day of _____, 2022.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

Plaintiff Daisy Lepe

Plaintiff Leslie Perez

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Shartisca Booker 11/17/2022
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Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC

Lebe Law, APLC

Setareh Law Group

Mashiri Law Firm

The Jami Law Firm P.C.

1 13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing
2 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
3 implementation of the provisions of this settlement.

4
5 Accepted and agreed to this 27 day of December, 2022.

6 **PLAINTIFFS**

7 Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

8
9 Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

10
11 Plaintiff Daisy Lepe

Plaintiff Leslie Perez

12
13 Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

14
15 Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

16
17 Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

18 
19 Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

20
21 Plaintiff Gabriela Rivera-Garcia

22 **CLASS COUNSEL**

23
24 Gaines & Gaines, APLC

Lawyers for Justice, PC

25
26 Lebe Law, APLC


27 Setareh Law Group

28 Mashiri Law Firm

The Jami Law Firm P.C.

1 13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing
2 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
3 implementation of the provisions of this settlement.

4 Accepted and agreed to this 8 day of November, 2022.

5 **PLAINTIFFS**

6
7 Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

8
9 Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

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11 Plaintiff Daisy Lepe

Plaintiff Leslie Perez

12
13 Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

14
15 Plaintiff  Alma R. Perez

Plaintiff Nancy Johnson Moulton

16
17 Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

18
19 Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

20
21 Plaintiff Gabriela Rivera-Garcia

22 **CLASS COUNSEL**


23
24 Gaines & Gaines, APLC

Lawyers for Justice, PC

25
26 Lebe Law, APLC

Setareh Law Group

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28 
Mashiri Law Firm


The Jam Law Firm P.C.

1 13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing
2 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
3 implementation of the provisions of this settlement.

4 Jan 28, 2023

5 Accepted and agreed to this ____ day of _____, 2022.

6 **PLAINTIFFS**

7 Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

9 Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

11 Plaintiff Daisy Lepe

Plaintiff Leslie Perez

13 Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

15 Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

16 Aston Whitehead

Aston Whitehead (Jan 28, 2023 11:30 PST)

17 Plaintiff Aston Whitehead

Plaintiff Mona Rae Tan

19 Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

21 Plaintiff Gabriela Rivera-Garcia

22 **CLASS COUNSEL**

23 Gaines & Gaines, APLC

Lawyers for Justice, PC

25 Lebe Law, APLC

Setareh Law Group

27 Mashiri Law Firm

The Jami Law Firm P.C.

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13.20. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement.

Accepted and agreed to this Tuesday day of 02/07, 2022.

PLAINTIFFS

Plaintiff Daniel Espinoza

Plaintiff Maria Aceves

Plaintiff Lynn DeLeon

Plaintiff Corrine Tate

Plaintiff Daisy Lepe

Plaintiff Leslie Perez


Plaintiff Shartisca Booker

Plaintiff Nancy Castillo

Plaintiff Alma R. Perez

Plaintiff Nancy Johnson Moulton

Plaintiff Aston Whitehead

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Plaintiff Mona Rae Tan

Plaintiff Lawrence J. Williamson

Plaintiff Deniece Bowen

Plaintiff Gabriela Rivera-Garcia

CLASS COUNSEL

Gaines & Gaines, APLC

Lawyers for Justice, PC

Lebe Law, APLC

Setareh Law Group


Mashiri Law Firm

The Jami Law Firm P.C.

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Lavi & Ebrahimian

Jocelyn Burton
DEFENDANTS AND DEFENSE COUNSEL



James R. Hawkins

Pacifica Defendants

Counsel for Pacifica Defendants

FrankCrum 1, Inc.

Counsel for FrankCrum 1, Inc.

FrankCrum 11, Inc.

Counsel for FrankCrum 11, Inc.

Trion Solutions I, Inc.

Counsel for Trion Solutions I, Inc.

Trion Solutions II, Inc.

Counsel for Trion Solutions II, Inc.

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DocuSigned by:
Joseph Lavi
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December 21, 2022

Lavi & Ebrahimian

Jocelyn Burton
DEFENDANTS AND DEFENSE COUNSEL

James R. Hawkins

Pacifica Defendants

Counsel for Pacifica Defendants

FrankCrum 1, Inc.

Counsel for FrankCrum 1, Inc.

FrankCrum 11, Inc.

Counsel for FrankCrum 11, Inc.

Trion Solutions I, Inc.

Counsel for Trion Solutions I, Inc.

Trion Solutions II, Inc.

Counsel for Trion Solutions II, Inc.

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Lavi & Ebrahimian



Jocelyn Burton

DEFENDANTS AND DEFENSE COUNSEL

James R. Hawkins

Pacifica Defendants

Counsel for Pacifica Defendants

FrankCrum 1, Inc.

Counsel for FrankCrum 1, Inc.

FrankCrum 11, Inc.

Counsel for FrankCrum 11, Inc.

Trion Solutions I, Inc.

Counsel for Trion Solutions I, Inc.

Trion Solutions II, Inc.

Counsel for Trion Solutions II, Inc.

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Lavi & Ebrahimian

Jocelyn Burton
DEFENDANTS AND DEFENSE COUNSEL

Pacifica Defendants

FrankCrum I, Inc.

FrankCrum II, Inc.

Trion Solutions I, Inc.

Trion Solutions II, Inc.

James R. Hawkins

Counsel for Pacifica Defendants

Counsel for FrankCrum I, Inc.

Counsel for FrankCrum II, Inc.

Counsel for Trion Solutions I, Inc.

Counsel for Trion Solutions II, Inc.

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Lavi & Ebrahimian

Jocelyn Burton
DEFENDANTS AND DEFENSE COUNSEL

Pacifica Defendants

FrankCrum 1, Inc.

FrankCrum 11, Inc.

Trion Solutions I, Inc.

Trion Solutions II, Inc.

James R. Hawkins

Counsel for Pacifica Defendants

Counsel for FrankCrum 1, Inc.

Counsel for FrankCrum 11, Inc.

Counsel for Trion Solutions I, Inc.

Counsel for Trion Solutions II, Inc.

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Lavi & Ebrahimian

Jocelyn Burton
DEFENDANTS AND DEFENSE COUNSEL

James R. Hawkins

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Counsel for Pacifica Defendants



FrankCrum 1, Inc.

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EXHIBIT A

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

3 **JCCP No. 5099 Pacifica SL Wage and Hour Cases**

4
5 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
6 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

7
8 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) on
9 against Pacifica Senior Living Management, LLC and PCPR, LLC (“Pacifica Defendants”) on
10 behalf of all Covered Facilities owned or managed by Pacifica Defendants, and including
11 Professional Employer Organizations (“PEOs”) acting on behalf of Pacifica Defendants, FrankCrum
12 1, Inc., FrankCrum 11, Inc., Trion Solutions I, Inc., Trion Solutions II, Inc., Oasis Staffing, Inc.,
13 NorthStar Senior Living, Inc. and Etros Living, LLC (“PEO and Management Defendants”) for
14 alleged wage and hour violations. The Action was filed by former Pacifica Employees: Daniel
15 Espinoza, Maria Aceves, Lynn DeLeon, Corrine Tate, Daisy Lepe, Leslie Perez, Nancy Castillo,
16 Shartisca Booker, Alma R. Perez, Nancy Johnson Moulton, Lawrence J. Williamson, Deniece
17 Bowen, Aston Whitehead, Mona Rae Tan and Gabriela Rivera-Garcia (“Plaintiffs”) and seeks
18 payment of (1) back wages, penalties and other relief for a class of hourly employees (“Class
19 Members”) who worked for Pacifica Defendants at certain Covered Facilities during the Class
20 Period from October 9, 2014 to _____); and (2) penalties under the California Private
21 Attorney General Act (“PAGA”) for all hourly employees who worked for Pacifica Defendants at
22 certain Covered Facilities during the PAGA Period from July 28, 2016 to _____)
23 (“Aggrieved Employees”).

24 The proposed Settlement has two main parts: (1) a Class Settlement requiring Pacifica
25 Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Pacifica
26 Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and
27 Workforce Development Agency (“LWDA”).
28

1 Based on Pacifica Defendants' records, and the Parties' current assumptions, your
2 **Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual**
3 **PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be
4 different and will depend on a number of factors. (If no amount is stated for your Individual PAGA
5 Payment, then according to Pacifica Defendants' records you are not eligible for an Individual
6 PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

7 The above estimates are based on Pacifica Defendants' records showing that **you worked**
8 **_____workweeks** during the Class Period and **you worked _____workweeks** during the PAGA
9 Period. If you believe that you worked more workweeks during either period, you can submit a
10 challenge by the deadline date. See Section 4 of this Notice.

11 The Court has already preliminarily approved the proposed Settlement and approved this
12 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
13 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have
14 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to
15 finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and
16 Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that
17 requires Pacifica Defendants to make payments under the Settlement and requires Class Members
18 and Aggrieved Employees to give up their rights to assert certain claims against Pacifica Defendants
19 and PEO and Management Defendants acting on their behalf (collectively referred to as
20 "Defendants").

21 If you worked for Pacifica Defendants during the Class Period and/or the PAGA Period, you
22 have two basic options under the Settlement:

23 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
24 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As
25 a Participating Class Member, though, you will give up your right to assert Class Period
26 wage claims and PAGA Period penalty claims against Defendants.

27 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement
28 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the

Administrator in writing. If you opt-out of the class action portion of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel</p>

<p>1 not the PAGA</p> <p>2 Settlement</p> <p>3</p> <p>4 Written Objections</p> <p>5 Must be Submitted by</p> <p>6 _____</p> <p>7</p>	<p>and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>8 You Can Participate in</p> <p>9 the _____</p> <p>10 Final Approval Hearing</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>15 You Can Challenge the</p> <p>16 Calculation of Your</p> <p>17 Workweeks/Pay Periods</p> <p>18</p> <p>19 Written Challenges</p> <p>20 Must be Submitted by</p> <p>21 _____</p> <p>22</p> <p>23</p> <p>24</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees who worked for Pacifica Defendants at one of the Covered Facilities during the Class Period.¹ The Action accuses Defendants of violating California labor laws by _____

¹ Covered facilities include the following entities: Pacifica Regency Palms LLC; Pacifica SL Anaheim Hills LLC/HSRE Meridian at Anaheim Hills TRS, LLC, PSLM Payroll LLC; Pacifica

1 failing to pay overtime wages, minimum wages, sick pay, vacation pay, timely wages due during
2 employment and upon termination, and reimbursable expenses, and failing to provide meal periods
3 and rest breaks, or to pay premiums for non-complaint meal and rest breaks, failing to give Wage
4 Theft Prevention Act notices, and accurate itemized wage statements. Based on the same claims,
5 Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys
6 General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the
7 Action including:
8 Gaines & Gaines, APLC; Lawyers *for* Justice, PC; Lebe Law Firm, APC; Mashiri Law Firm and
9 The Jami Law Firm P.C.; Setareh Law Group, Lavi & Ebrahimian; Burton Employment Law and
10 James Hawkins, APLC (“Class Counsel.”) Defendants strongly deny violating any laws or failing to
11 pay any wages and contends they complied with all applicable laws.

12 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

13 So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the
14 merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator Michael
15 Dickstein, Esq. in an effort to resolve the Action by negotiating to end the case by agreement (settle
16 the case) rather than continuing the expensive and time-consuming process of litigation. The
17 negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and
18 agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the
19 Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the
20

21 Bakersfield LP; Pacifica Carmichael LLC; Pacifica Chino Hills LP; Pacifica Chino Hills LP;
22 Pacifica Citrus Heights LLC; Pacifica Concordia LP; Pacifica Daly LLC; Pacifica North County SL
23 LP; HSRE Pacifica Fresno OPCO LP, PSLM Payroll Fresno; Pacifica SFO LLC; Pacifica SL Grove
24 Street LP; Pacifica SL Hemet LLC; TGH-Chino LP/HSRE Pacifica Senior Living Hillsborough
25 TRS, LLC, PSLM Payroll Hillsborough LLC; Pacifica Hollywood LLC; Pacifica Laguna Hills LLC;
26 HSRE Pacifica Menifee Valley OPCO LP, PSLM Payroll Menifee LLC; Pacifica Senior Living
27 Merced LLC; St Pauls Modesto LP; Pacifica Monte Vista LLC; Pacifica Newport Mesa LLC;
28 Pacifica Somerfield LLC, Pacifica Northridge LP; Pacifica Oakland LLC; Casitas Oceanside Two
LP/HSRE Pacifica Senior Living Oceanside TRS, LLC, PSLM Payroll Oceanside LLC; Pacifica L
32 LLC; Pacifica SL Palm Springs LLC; P Monterey LP; Pacifica Riverside SL LP; Pacifica Sakura
Gardens ICF LLC; Pacifica SL Boyle LLC; Pacifica San Bernardino LLC; P San Leandro LP;
Pacifica SLO LLC; Pacifica L 24 LLC; Pacifica Coast LP; West Lyons LP; Pacifica Sierra Vista LP;
Pacifica Orange County LLC; Pacifica Union City LLC; Pacifica Senior Living Vacaville LLC;
Pacifica Valley Crest LP; Pacifica East Lake LLC; Pacifica SL Vermont LLC; and Pacifica SL
Lincoln LLC.

1 Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed
2 claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any
3 claims.

4 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they
5 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering
6 the strength of the claims and the risks and uncertainties of continued litigation; and (2) the
7 Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
8 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
9 Notice, and scheduled a hearing to determine Final Approval.

10 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

11 1. Defendants Will Pay \$4,250,000.00 as the Gross Settlement Amount (Gross Settlement).

12 Defendants have agreed to deposit the Gross Settlement into an account controlled by the
13 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
14 Individual Class Payments, Individual PAGA Payments, Class Representative Service
15 Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and
16 penalties to be paid to the California Labor and Workforce Development Agency
17 ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross
18 Settlement not more than 30 days after the Judgment entered by the Court becomes final.
19 The Judgment will be final on the date the Court enters Judgment, or a later date if any
20 Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

21 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
22 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from
23 the Gross Settlement, the amounts of which will be decided by the Court at the Final
24 Approval Hearing:

- 25 A. Up to \$1,487,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys'
26 fees and up to \$100,000.00 for their litigation expenses. To date, Class Counsel have
27 worked and incurred expenses in the Action without payment.

1 B. Class Representative Service Payments to the Class Representatives of not more than
2 twelve thousand dollars (\$12,000) each to Plaintiffs Daniel Espinoza, Maria de
3 Aceves, Lynn Deleon, Leslie Perez, Corrine Tate, Daisy Lepe, Nancy Castillo,
4 Shartisca Booker, Lawrence J. Williamson and Aston Whitehead, and payments of
5 not more than seven thousand five hundred dollars (\$7,500) each to Plaintiffs Alma
6 R. Perez, Nancy Johnson Moulton, Deniece Bowen, Mona Rae Tan and Gabriela
7 Rivera-Garcia for filing the Action, working with Class Counsel, and representing the
8 Class.

9 C. Up to \$67,950.00 to the Administrator for services administering the Settlement.

10 D. Up to \$200,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment
11 and 25% in Individual PAGA Payments to the Aggrieved Employees based on their
12 PAGA Period Pay Periods.

13 Participating Class Members have the right to object to any of these deductions. The Court
14 will consider all objections.

15 3. Net Settlement Distributed to Class Members. After making the above deductions in
16 amounts approved by the Court, the Administrator will distribute the rest of the Gross
17 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating
18 Class Members based on their Class Period Workweeks.

19 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court
20 to approve an allocation of 33% of each Individual Class Payment to taxable wages (“Wage
21 Portion”) and 67% to interest, penalties, unreimbursed expenses and any other non-wage
22 damages (“Non-Wage Portion). The Wage Portion is subject to withholdings and will be
23 reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they
24 owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather
25 than wages for tax purposes. The Administrator will report the Individual PAGA Payments
26 and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

27 Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving
28 you any advice on whether your Payments are taxable or how much you might owe in taxes.

1 You are responsible for paying all taxes (including penalties and interest on back taxes) on
2 any Payments received from the proposed Settlement. You should consult a tax advisor if
3 you have any questions about the tax consequences of the proposed Settlement.

4 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
5 Class Payments and Individual PAGA Payments will show the date when the check expires
6 (the void date). If you don't cash it by the void date, your check will be automatically
7 cancelled, and the funds will be deposited with the California Controller's Unclaimed
8 Property Fund in your name. If the amount represented by your check is sent to the
9 Controller's Unclaimed Property Fund, you should consult the rules of the Fund for
10 instructions on how to retrieve your money.

11 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
12 Participating Class Member, participating fully in the Class Settlement, unless you notify the
13 Administrator in writing, not later than _____, that you wish to opt-out. The easiest
14 way to notify the Administrator is to send a written and signed Request for Exclusion by the
15 _____ Response Deadline. The Request for Exclusion should be a letter from a
16 Class Member or his/her representative setting forth the Class Member's name, present
17 address, telephone number, and a simple statement electing to be excluded from the
18 Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not
19 receive Individual Class Payments, but will preserve their rights to personally pursue wage
20 and hour claims against Defendants.

21 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
22 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
23 Individual PAGA Payments and are required to give up their right to assert PAGA claims
24 against Defendants based on the PAGA Period facts alleged in the Action.

25 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the
26 Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment.
27 It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and
28

1 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
2 pay any money and Class Members will not release any claims against Defendants.

3 8. Administrator. The Court has appointed a neutral company, Phoenix Class Action
4 Administration Solutions (the “Administrator”) to send this Notice, calculate and make
5 payments, and process Class Members’ Requests for Exclusion. The Administrator will also
6 decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and
7 tax forms, and perform other tasks necessary to administer the Settlement. The
8 Administrator’s contact information is contained in Section 9 of this Notice.

9 9. Participating Class Members’ Release. After the Judgment is final and Pacifica Defendants
10 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
11 Participating Class Members will be legally barred from asserting any of the claims released
12 under the Settlement. This means that unless you opted out by validly excluding yourself
13 from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
14 against Defendants or related entities for wages based on the Class Period facts and PAGA
15 penalties based on PAGA Period facts, as alleged in the Action and resolved by this
16 Settlement.

17 The Participating Class Members will be bound by the following release:

18 All Participating Class Members, on behalf of themselves and their respective former and
19 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
20 Released Parties from (i) all claims under state or federal law that were alleged, or reasonably could
21 have been alleged, based on the Class Period facts stated in the Amended Consolidated Complaint
22 and ascertained in the course of the Action including, overtime wages, minimum wages, sick pay,
23 vacation pay, timely wages due during employment and upon termination and reimbursable
24 expenses and failing to provide meal periods, rest breaks, Wage Theft Prevention Act notices and
25 accurate itemized wage statements, any claims under Labor Code 2810.5, changes in law (such as
26 *Ferra v Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021) or paid sick leave or supplemental
27 paid sick leave legislation which occurred during the Class Period during employment in a non-
28 exempt position in California at a Covered Facility. Except as set forth in Section 6.3 of the

1 Settlement Agreement, Participating Class Members do not release any other claims, including
2 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on
4 facts occurring outside the Class Period.

5 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Pacifica
6 Defendants have paid the Gross Settlement (and separately paid the employer-side payroll
7 taxes), all Aggrieved Employees will be barred from asserting PAGA claims against
8 Defendants, whether or not they exclude themselves from the Settlement. This means that all
9 Aggrieved Employees, including those who are Participating Class Members and those who
10 opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA
11 claim against Defendants or their related entities based on the PAGA Period facts alleged in
12 the Action and resolved by this Settlement.

13 The Aggrieved Employees' Releases for Participating and Non-Participating Class Members
14 are as follows:

15
16 Upon entry of final judgment and subject to Pacifica Defendants' full payment
17 of the Gross Settlement Amount, Released Parties shall be entitled to a release
18 from the State of California and PAGA Aggrieved Employees of all PAGA
19 claims alleged or which could have been alleged based on the facts set forth in
20 the Amended Consolidated Complaint, and any and all of the PAGA notices
21 filed on behalf of any Named Plaintiff in the Coordinated Action, which
22 occurred during the PAGA Period during employment of PAGA Aggrieved
23 Employees in a non-exempt position in California at a Covered Facility.

24 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 25 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by
26 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
27 Participating Class Members, and (b) multiplying the result by the number of Workweeks
28 worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments
by (a) dividing the Aggrieved Employees' Share of the PAGA Penalties Amount

1 (\$50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
2 and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each
3 individual Aggrieved Employee.

- 4 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the
5 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
6 recorded in Pacifica Defendants' records, are stated in the first page of this Notice. You have
7 until _____ to challenge the number of Workweeks and/or Pay Periods credited to you.
8 You can submit your challenge by signing and sending a letter to the Administrator via mail,
9 email or fax. Section 9 of this Notice has the Administrator's contact information.
10 You need to support your challenge by sending copies of pay stubs or other records. The
11 Administrator will accept Pacifica Defendants' calculation of Workweeks and/or Pay Periods
12 based on Pacifica Defendants' records as accurate unless you send copies of records
13 containing contrary information. You should send copies rather than originals because the
14 documents will not be returned to you. The Administrator will resolve Workweek and/or
15 Pay Period challenges based on your submission and on input from Class Counsel (who will
16 advocate on behalf of Participating Class Members) and Defense Counsel. The
17 Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

18 5. HOW WILL I GET PAID?

- 19 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to
20 every Participating Class Member (i.e., every Class Member who doesn't opt-out) including
21 those who also qualify as Aggrieved Employees. The single check will combine the
22 Individual Class Payment and the Individual PAGA Payment.
23 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
24 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
25 Settlement (i.e., every Non-Participating Class Member).

26 **Your check will be sent to the same address as this Notice. If you change your address,**
27 **be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**
28 **Administrator's contact information.**

1 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

2 Submit a written and signed letter with your name, present address, telephone number, and a
3 simple statement that you do not want to participate in the Settlement. The Administrator will
4 exclude you based on any writing communicating your request be excluded. Be sure to
5 personally sign your request, identify the Action as JCCP No. 5099 Pacifica SL Wage and Hour
6 Cases, and include your identifying information (full name, address, telephone number,
7 approximate dates of employment, and social security number for verification purposes). You
8 must make the request yourself. If someone else makes the request for you, it will not be valid.
9 **The Administrator must be sent your request to be excluded by _____, or it**
10 **will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

11 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

12 Only Participating Class Members have the right to object to the Settlement. Before deciding
13 whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to
14 approve. At least _____ days before the _____ Final Approval Hearing, Class
15 Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among
16 other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees,
17 Litigation Expenses and Class Representative Service Payments stating (i) the amount Class
18 Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs
19 are requesting as a Class Representative Service Payments. Upon reasonable request, Class
20 Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these
21 documents at no cost to you. You can also view them on the Administrator’s Website
22 _____(url)_____ or the Court’s website _____(url)_____.

23 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
24 Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service
25 Payments may wish to object, for example, that the proposed Settlement is unfair, or that the
26 amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for**
27 **sending written objections to the Administrator is _____.** Be sure to tell the
28 Administrator what you object to, why you object, and any facts that support your objection.

1 Make sure you identify the Action as JCCP No. 5099 Pacifica SL Wage and Hour Cases and
2 include your name, current address, telephone number, and approximate dates of employment for
3 Pacifica Defendants and sign the objection. Section 9 of this Notice has the Administrator’s
4 contact information.

5 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
6 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
7 to tell the Court what you object to, why you object, and any facts that support your objection.
8 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
9 Hearing.

10 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

11 You can, but don’t have to, attend the Final Approval Hearing on _____ at ____ (time)
12 in Department 41 of the Ventura Superior Court, located at 800 South Victoria Avenue,
13 Ventura, California 93009. At the Hearing, the judge will decide whether to grant Final Approval of
14 the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and
15 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
16 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or
17 virtually via the Court’s virtual appearance platform. Check the Court’s website for the most current
18 information.

19 It’s possible the Court will reschedule the Final Approval Hearing. You should check the
20 Administrator’s website _____ beforehand or contact Class
21 Counsel to verify the date and time of the Final Approval Hearing.

22 **9. HOW CAN I GET MORE INFORMATION?**

23 The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the
24 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
25 documents is to go to _____ (specify entity) _____’s website at _____ (url) _____. You can also
26 telephone or send an email to Class Counsel or the Administrator using the contact information
27 listed below, or consult the Superior Court website by going to
28 (<http://www.ventura.courts.ca.gov/CivilCaseSearch/>) and entering the Case Number for the Action,

1 Case No. JCCP 5099. You can also make an appointment to personally review court documents in
2 the Clerk's Office at the Courthouse by calling 805-289-8525.

3 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
4 **ABOUT THE SETTLEMENT.**

5 Lead Class Counsel: Gaines & Gaines, APLC
6 Name of Attorney: Evan Gaines; Daniel Gaines
7 Email Address: office@gaineslawfirm.com
8 Name of Firm: Gaines & Gaines, APLC
9 Mailing Address: 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362
10 Telephone: (818) 703-8985

11 Settlement Administrator:

12 Name of Company: _____
13 Email Address: _____
14 Mailing Address: _____
15 Telephone: _____
16 Fax Number: _____

17 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

18 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
19 long as you request a replacement before the void date on the face of the original check. If your
20 check is already void you should consult the Unclaimed Property Fund _____
21 _____ for instructions on how to retrieve the funds.

22 **11. WHAT IF I CHANGE MY ADDRESS?**

23 To receive your check, you should immediately notify the Administrator if you move or otherwise
24 change your mailing address.
25 _____
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