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

MAYRA VILLAGOMEZ, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiff,

vs.

AGEMARK CORPORATION, a Wyoming corporation; AGEMARK MANAGEMENT LLC, a Wyoming limited liability company; ASTORIA GARDENS TRACY, LLC, a Nevada limited liability company; GRANITE BAY COUNTRYHOUSE, LLC, a Wyoming limited liability company; GRANITE BAY COUNTRYHOUSE PROPCO LLC, a Wyoming limited liability company; ASTORIA AT OAKDALE LLC, a Wyoming limited liability company; TREG ANTIOCH I INVESTMENT FUND LP, a Delaware limited liability company; TREG ANTIOCH I INVESTMENT FUND MANAGER LLC, a Delaware limited liability company; TREG ANTIOCH I OP CO DIRECTOR LLC, a Delaware limited liability company; TREG ANTIOCH I OP CO LP d/b/a TREVISTA ANTIOCH LP, a Delaware limited liability company; TREG ANTIOCH I PROP CO DIRECTOR LLC, a Delaware limited liability company; TREG ANTIOCH I PROP CO LP, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-19-004058

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Mayra Villagomez (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants Agemark Corporation, Agemark Management LLC, Tracy Partners LLC, Tracy Partners LLC, a Wyoming limited liability company erroneously sued as Astoria Gardens Tracy, LLC, Granite Bay CountryHouse, LLC, Granite Bay CountryHouse PropCo, LLC, Astoria at Oakdale LLC, TREG Antioch I Investment Fund LP, TREG Antioch I Investment Fund Manager LLC, TREG Antioch I Op Co Director LLC, TREG Antioch I Op Co LP dba Trevista Antioch LP, TREG Antioch I Prop Co Director LLC, TREG Antioch I Prop Co LP (“Defendants”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

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

1. “Action” means *Villagomez v. Agemark Corporation*, No. CV-19-004058 (Stanislaus County Superior Court).
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Class Settlement Amount, or Three Hundred Six Thousand Three Hundred Dollars (\$306,300). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand Dollars (\$20,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC.

1 4. “Class List” means a complete list of all Class Members that Defendants will diligently
2 and in good faith compile from their records and provide to the Settlement Administrator and to Class
3 Counsel within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List
4 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most
5 recent mailing address; Social Security number; dates of employment; the respective number of
6 Workweeks that each Class Member worked during the Class Period; and any other relevant information
7 needed to calculate settlement payments.

8 5. “Class Member(s)” or “Settlement Class” means all persons who were employed by
9 Defendants in the State of California in non-exempt, hourly positions at any time from December 3,
10 2015 through February 4, 2020.

11 6. “Class Period” means the period from December 3, 2015 through December 31, 2021.

12 7. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff
13 in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her
14 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
15 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
16 Representative Enhancement Payment of Ten Thousand Dollars (\$10,000).

17 8. “Class Settlement Amount” means the amount to be paid by Defendants in full
18 satisfaction of all Released Claims arising from the Action, which includes all Individual Settlement
19 Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the LWDA
20 Payment, and Settlement Administration Costs. The parties agree that this amount shall be Nine
21 Hundred Eighteen Thousand Nine Hundred Dollars (\$918,900). This Class Settlement Amount has been
22 agreed to by Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of
23 individual claims. In no event will Defendants be liable for more than the Class Settlement Amount
24 except as otherwise explicitly set forth herein. There will be no reversion of the Class Settlement
25 Amount to Defendants. Other than the employer’s share of payroll taxes, which remain Defendants’
26 obligation to pay in addition to the Class Settlement Amount, including the employer FICA, FUTA, and
27 SDI contributions, nothing in this agreement shall be understood to require Defendants to pay any
28 amount in excess of the Class Settlement Amount.

1 9. “Court” means the Stanislaus County Superior Court.

2 10. “Defendants” means Defendants Agemark Corporation, Agemark Management LLC,
3 Tracy Partners LLC, Tracy Partners LLC, a Wyoming limited liability company erroneously sued as
4 Astoria Gardens Tracy, LLC, Granite Bay CountryHouse, LLC, Granite Bay CountryHouse PropCo,
5 LLC, Astoria at Oakdale LLC, TREG Antioch I Investment Fund LP, TREG Antioch I Investment Fund
6 Manager LLC, TREG Antioch I Op Co Director LLC, TREG Antioch I Op Co LP dba Trevista Antioch
7 LP, TREG Antioch I Prop Co Director LLC, TREG Antioch I Prop Co LP.

8 11. “Effective Date” means the date by which all of the following have occurred: (i) this
9 Settlement Agreement receives final approval by the Court; and (ii) the Judgment becomes “Final.”

10 12. “Final” means the last of the following dates, as applicable: (i) if no objection to the
11 Settlement Agreement is made, then the date the Parties receive Notice of Entry of Judgment; (ii) if an
12 objection to the Settlement Agreement is made and Judgment is entered, but no appeal is filed, then
13 sixty-one (61) calendar days after the Parties receive Notice of Entry of Judgment; (iii) If Judgment is
14 entered and a timely appeal from the Judgment is filed, ten (10) calendar days after the appeal is
15 withdrawn or after an appellate decision affirming the final approval decision.

16 13. “Final Approval” means the date on which the Court enters an order granting final
17 approval of the Settlement Agreement.

18 14. “Individual Settlement Payment” means each Participating Class Member’s respective
19 share of the Net Settlement Amount.

20 15. “LWDA Payment” means the amount that the Parties have agreed to pay to the Labor
21 and Workforce Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys
22 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty
23 Thousand Dollars (\$50,000) of the Class Settlement Amount will be allocated to the resolution of Class
24 Members’ claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty
25 Seven Thousand Five Hundred Dollars (\$37,500), of the PAGA Settlement Amount will be paid to the
26 California LWDA, and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars
27 (\$12,500), of the PAGA Settlement Amount will be included in the Net Settlement Amount.

28 16. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining

1 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the
2 LWDA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
3 to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

4 17. "Notice of Objection" means a Class Member's valid and timely written objection to the
5 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full
6 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
7 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
8 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
9 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the
10 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,
11 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
12 Settlement, by appeal or otherwise.

13 18. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
14 attached as Exhibit A.

15 19. "Parties" means Plaintiff and Defendants collectively.

16 20. "Participating Class Members" means all Class Members who do not submit timely and
17 valid Requests for Exclusion.

18 21. "Plaintiff" means Plaintiff Mayra Villagomez.

19 22. "Preliminary Approval" means the date on which the Court enters an order granting
20 preliminary approval of the Settlement Agreement.

21 23. "Released Claims" means all claims, rights, demands, liabilities, and causes of action,
22 arising from, or related to, the same set of operative facts as those set forth in the Second Amended
23 Complaint during the Class Period. The Released Claims specifically include claims for: (i) unpaid
24 overtime; (ii) unpaid minimum wage; (iii) failure to provide meal periods; (iv) failure to provide rest
25 periods; (v) failure to provide accurate wage statements and failure to maintain payroll records; (vi)
26 wages not paid at separation; (vii) unreimbursed business expenses; (viii) civil penalties pursuant to the
27 Private Attorney General Act; (ix) unfair business practices; and (x) breach of contract. The specific
28 statutes released include Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194,

1 1197, 1197.1, 1198, 2802 and 2698 *et seq.*, as well as Business & Professions Code 17200. The
2 enumeration of these specific statutes shall neither enlarge or narrow the scope of *res judicata* based on
3 the claims that were asserted in the Second Amended Complaint or could have been asserted, as more
4 fully described above.

5 24. “Released Parties” means Defendants, and each of them, and their respective, past or
6 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
7 accountants, auditors, consultants, insurers and reinsurers, and their respective successors and
8 predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

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

15 26. “Response Deadline” means the deadline by which Class Members must postmark or
16 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
17 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial
18 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day
19 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
20 on which the U.S. Postal Service is open.

21 27. “Settlement Administration Costs” means the costs payable from the Class Settlement
22 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
23 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
24 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
25 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
26 any such costs in excess of the amount represented by the Settlement Administrator as being the
27 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
28 approximately Six Hundred and Ten (610) Class Members, the Settlement Administration Costs are

1 currently estimated to be Fifteen Thousand Dollars (\$15,000).

2 28. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
3 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
4 administering this Settlement. The Parties each represent that they do not have any financial interest in
5 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
6 could create a conflict of interest.

7 29. "Workweeks" means the number of days of employment for each Class Member during
8 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
9 the nearest whole number. All Class Members will be credited with at least one Workweek.

10 **TERMS OF AGREEMENT**

11 The Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

12 30. Funding of the Class Settlement Amount. Defendants will fund the Class Settlement
13 Amount in three (3) equal installments six (6) months apart, with the first installment due within ten (10)
14 calendar days after the Effective Date. Each installment will be made into a Qualified Settlement
15 Account to be established by the Settlement Administrator. The third and final installment payment will
16 be referred to as the "Funding Date." Defendants will pay the employer's share of payroll taxes
17 separately.

18 31. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
19 motion by Class Counsel for Attorneys' Fees and Costs of not more than Three Hundred Six Thousand
20 Three Hundred Dollars (\$306,300), plus the reimbursement of all out-of-pocket costs and expenses
21 associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees,
22 investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid
23 from the Class Settlement Amount.

24 32. Class Representative Enhancement Payment. In exchange for a general release, and in
25 recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendants
26 agree not to oppose or impede any application or motion for a Class Representative Enhancement
27 Payment of Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be
28 paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement

1 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and
2 all applicable taxes on the Class Representative Enhancement Payment.

3 33. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments from the Class
5 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
6 which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax reporting
7 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
8 Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and
9 declarations.

10 34. LWDA Payment. Subject to Court approval, the Parties agree that the amount of Fifty
11 Thousand Dollars (\$50,000) from the Class Settlement Amount will be designated for satisfaction of
12 Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or
13 Thirty Seven Thousand Five Hundred Dollars (\$37,500), of this sum will be paid to the LWDA and
14 Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will become part of
15 the Net Settlement Amount.

16 35. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
17 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained by
18 Defendants.

19 36. Individual Settlement Payment Calculations. Individual Settlement Payments will be
20 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
21 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will
22 be made as follows:

23 36(a) Defendants will calculate the total number of Workweeks worked by each
24 Class Member during the Class Period and the aggregate total number of
25 Workweeks worked by all Class Members during the Class Period.

26 36(b) To determine each Class Member's estimated "Individual Settlement
27 Payment," the Settlement Administrator will use the following formula: The
28 Net Settlement Amount will be divided by the aggregate total number of

1 Workweeks, resulting in the “Workweek Value.” Each Class Member’s
2 “Individual Settlement Payment” will be calculated by multiplying each
3 individual Class Member’s total number of Workweeks by the Workweek
4 Value.

5 36(c) The Individual Settlement Payment will be reduced by any required
6 deductions for each Participating Class Member as specifically set forth
7 herein, including employee-side tax withholdings or deductions.

8 36(d) The entire Net Settlement Amount will be disbursed to all Class Members
9 who do not submit timely and valid Requests for Exclusion. If there are any
10 valid and timely Requests for Exclusion, the Settlement Administrator shall
11 proportionately increase the Individual Settlement Payment for each
12 Participating Class Member according to the number of Workweeks
13 worked, so that the amount actually distributed to the Settlement Class
14 equals 100% of the Net Settlement Amount.

15 37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
16 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
17 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
18 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
19 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
20 Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions,
21 or amounts to which any Class Members may be entitled under any benefit plans.

22 38. Administration Process. The Parties agree to cooperate in the administration of the
23 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
24 administration of the Settlement.

25 39. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
26 Defendants will provide the Class List to the Settlement Administrator.

27 40. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
28 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via

1 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
2 List.

3 41. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
4 Administrator will perform a search based on the National Change of Address Database for information
5 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
6 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
7 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
8 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
9 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
10 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
11 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
12 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
13 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
14 objection to the Settlement.

15 42. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
16 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
17 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
18 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated
19 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
20 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
21 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
22 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

23 43. Disputed Information on Notice Packets. Class Members will have an opportunity to
24 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
25 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
26 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
27 decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will
28 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of

1 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

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

10 45. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
11 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
12 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
13 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
14 for Exclusion has been timely submitted.

15 46. Escalator. This Settlement Agreement is made with the representation by Defendants to
16 Plaintiff that from December 3, 2015 to the present, there are approximately 610 Class Members who
17 worked approximately 45,165 Workweeks. If, as of the date of Preliminary Approval, the total number
18 of Workweeks worked during the Class Period is greater than 51,550, then Defendants will
19 proportionally increase the Class Settlement Amount according to the following formula: Proportionally
20 Increased Class Settlement Amount = (Actual Number of Workweeks Worked During the Class Period
21 – 51,550) ÷ 51,550 × \$918,900.

22 47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
23 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
24 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
25 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
26 Settlement.

27 48. Releases by Participating Class Members. Upon the Funding Date, and except as to such
28 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,

1 together and individually, on their behalf and on behalf of their respective heirs, executors,
2 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
3 Parties, or any of them, from each of the Released Claims arising during the Class Period.

4 49. Objection Procedures. To object to the Settlement Agreement, a Class Member must
5 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
6 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
7 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
8 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
9 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
10 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
11 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
12 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
13 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
14 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
15 Class Members with respect to any such objections to this Settlement.

16 50. Certification Reports Regarding Individual Settlement Payment Calculations. The
17 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
18 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
19 the Settlement, and whether any Class Member has submitted a challenge to any information contained
20 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
21 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

22 51. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
23 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class
24 Members; (ii) the LWDA; (iii) Plaintiff; and (iv) Class Counsel. The Settlement Administrator will also
25 issue a payment to itself for Court-approved services performed in connection with the Settlement.

26 52. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
27 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
28 more than one hundred and eighty (180) calendar days after issuance will be tendered to California Rural

1 Legal Assistance (“Cy Pres”). The Parties do not have a connection to or a relationship with the Cy Pres
2 that could reasonably create the appearance of impropriety as between the selection of the Cy Pres as the
3 recipient of the unclaimed residuals and the interests of the class.

4 53. Certification of Completion. Upon completion of administration of the Settlement, the
5 Settlement Administrator will provide a written declaration under oath to certify such completion to the
6 Court and counsel for all Parties.

7 54. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
8 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
9 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
10 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

11 55. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
12 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
13 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
14 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
15 appropriate government authorities.

16 56. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
17 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
18 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
19 regard.

20 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
21 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
22 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
23 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
24 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
25 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
26 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
27 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
28 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE

1 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
2 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
3 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
4 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
6 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
7 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
8 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
9 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
10 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
11 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
12 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
13 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
14 AGREEMENT.

15 58. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
18 action or right herein released and discharged.

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

24 60. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
25 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
26 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
27 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The
28 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as

1 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
2 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
3 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
4 all documents necessary to obtain preliminary approval.

5 61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
7 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
8 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
9 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the LWDA
10 Payment; (v) all Settlement Administration Costs. The final fairness hearing will not be held earlier than
11 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
12 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
13 attorneys' fees and costs application to be heard at the final approval hearing.

14 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
15 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
16 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
17 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
18 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
19 as set forth in this Settlement Agreement.

20 63. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
21 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
22 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
23 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
24 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
25 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
26 any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
27 Civil Code or similar provisions of applicable law which are as follows:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
3 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
4 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
5 PARTY.

6 64. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
7 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
8 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

9 65. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
11 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
12 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
13 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
14 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
15 contradict the terms of this Settlement Agreement.

16 66. Amendment or Modification. No amendment, change, or modification to this Settlement
17 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

18 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
23 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
24 reach agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
26 may seek the assistance of the Court to resolve such disagreement.

27 68. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 69. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
2 will be governed by and interpreted according to the laws of the State of California.

3 70. Execution and Counterparts. This Settlement Agreement is subject only to the execution
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
6 copies of the signature page, will be deemed to be one and the same instrument.

7 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
9 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
10 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
11 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
12 fairness and reasonableness of this Settlement.

13 72. Invalidity of Any Provision. Before declaring any provision of this Settlement
14 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
16 valid and enforceable.

17 73. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
18 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
19 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
20 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

21 74. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
22 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
23 approved, the stipulation to certification will be void. The Parties further agree that certification for
24 purposes of the Settlement is not an admission that class action certification is proper under the standards
25 applied to contested certification motions and that this Settlement Agreement will not be admissible in
26 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
27 are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

28 75. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute

1 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
2 entering into this Settlement, Defendants do not admit, and specifically deny, that it violated any federal,
3 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
4 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
5 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
6 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
7 negotiations connected with it, will be construed as an admission or concession by Defendants of any
8 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
9 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
10 offered or received as evidence in any action or proceeding to establish any liability or admission on the
11 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
12 compliance with, federal, state, local or other applicable law.

13 76. No Public Comment: The Parties and their counsel agree that they will not issue any
14 press releases, initiate any contact with the press, respond to any press inquiry, or have any
15 communication with the press about the fact, amount or terms of the Settlement.

16 77. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
17 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

19 78. Enforcement Actions. In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
23 expert witness fees incurred in connection with any enforcement actions.

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

1 80. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
3 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
4 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

5 81. All Terms Subject to Final Court Approval. All amounts and procedures described in
6 this Settlement Agreement herein will be subject to final Court approval.

7 82. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
8 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
9 Settlement Agreement.

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

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READ CAREFULLY BEFORE SIGNING

Dated: 3/25/2022

PLAINTIFF

DocuSigned by:

Mayra Villagomez

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Mayra Villagomez

**DEFENDANTS AGEMARK CORPORATION,
AGEMARK MANAGEMENT LLC, TRACY
PARTNERS LLC, TRACY PARTNERS LLC, A
WYOMING LIMITED LIABILITY
COMPANY ERRONEOUSLY SUED AS
ASTORIA GARDENS TRACY, LLC,
GRANITE BAY COUNTRYHOUSE, LLC,
GRANITE BAY COUNTRYHOUSE PROPCO,
LLC, ASTORIA AT OAKDALE LLC, TREG
ANTIOCH I INVESTMENT FUND LP, TREG
ANTIOCH I INVESTMENT FUND MANAGER
LLC, TREG ANTIOCH I OP CO DIRECTOR
LLC, TREG ANTIOCH I OP CO LP DBA
TREVISTA ANTIOCH LP, TREG ANTIOCH I
PROP CO DIRECTOR LLC, TREG ANTIOCH
I PROP CO LP**

Dated: _____

Please Print Name of Authorized Signatory

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READ CAREFULLY BEFORE SIGNING


PLAINTIFF

Dated: _____

Mayra Villagomez

**DEFENDANTS AGEMARK CORPORATION,
AGEMARK MANAGEMENT LLC, TRACY
PARTNERS LLC, TRACY PARTNERS LLC, A
WYOMING LIMITED LIABILITY
COMPANY ERRONEOUSLY SUED AS
ASTORIA GARDENS TRACY, LLC,
GRANITE BAY COUNTRYHOUSE, LLC,
GRANITE BAY COUNTRYHOUSE PROPCO,
LLC, ASTORIA AT OAKDALE LLC, TREG
ANTIOCH I INVESTMENT FUND LP, TREG
ANTIOCH I INVESTMENT FUND MANAGER
LLC, TREG ANTIOCH I OP CO DIRECTOR
LLC, TREG ANTIOCH I OP CO LP DBA
TREVISTA ANTIOCH LP, TREG ANTIOCH I
PROP CO DIRECTOR LLC, TREG ANTIOCH
I PROP CO LP**

Dated: 3/23/22

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Forrest Westin, Manager
Please Print Name of Authorized Signatory

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: March 25, 2022

By: 
Raul Perez

Attorneys for Plaintiff Mayra Villagomez

**GORDON & REES SCULLY MANSUKHANI
LLP**

Dated: _____

By: _____
Sat Sang Khalsa

Attorneys for Defendants Agemark Corporation,
Agemark Management LLC, Tracy Partners LLC,
Tracy Partners LLC, a Wyoming limited liability
company erroneously sued as Astoria Gardens Tracy,
LLC, Granite Bay CountryHouse, LLC, Granite Bay
CountryHouse PropCo, LLC, Astoria at Oakdale
LLC, TREG Antioch I Investment Fund LP, TREG
Antioch I Investment Fund Manager LLC, TREG
Antioch I Op Co Director LLC, TREG Antioch I Op
Co LP dba Trevista Antioch LP, TREG Antioch I
Prop Co Director LLC, TREG Antioch I Prop Co LP

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____

Raul Perez

Attorneys for Plaintiff Mayra Villagomez

**GORDON & REES SCULLY MANSUKHANI
LLP**

Dated: 3/23/2022

By: _____

Sat Sang Khalsa

Attorneys for Defendants Agemark Corporation,
Agemark Management LLC, Tracy Partners LLC,
Tracy Partners LLC, a Wyoming limited liability
company erroneously sued as Astoria Gardens Tracy,
LLC, Granite Bay CountryHouse, LLC, Granite Bay
CountryHouse PropCo, LLC, Astoria at Oakdale
LLC, TREG Antioch I Investment Fund LP, TREG
Antioch I Investment Fund Manager LLC, TREG
Antioch I Op Co Director LLC, TREG Antioch I Op
Co LP dba Trevista Antioch LP, TREG Antioch I
Prop Co Director LLC, TREG Antioch I Prop Co LP

Exhibit A

Villagomez v. Agemark Corporation, No. CV-19-004058
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF STANISLAUS
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who were employed by Agemark Corporation, Agemark Management LLC, Tracy Partners LLC, Astoria Gardens Tracy, LLC, Granite Bay CountryHouse, LLC, Granite Bay CountryHouse PropCo, LLC, Astoria at Oakdale LLC, TREG Antioch I Investment Fund LP, TREG Antioch I Investment Fund Manager LLC, TREG Antioch I Op Co Director LLC, TREG Antioch I Op Co LP dba Trevista Antioch LP, TREG Antioch I Prop Co Director LLC, TREG Antioch I Prop Co LP (“Defendants”) in the State of California in non-exempt, hourly positions at any time from December 3, 2015 through February 4, 2020.

On _____, the Honorable John D. Freeland of the Stanislaus County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 _m. on _____, 2022 in Department 23 of the Stanislaus County Superior Court located at 801 10th Street, 4th Floor, Modesto, California 95354. You are not required to attend the hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Mayra Villagomez, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff’s claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$918,900. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Mayra Villagomez for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) \$306,300 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$37,500 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection and accordance with the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$15,000. After deducting the Class Representative Enhancement Payment, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and

expenses, a total of approximately \$530,100 will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Class Member’s settlement payment will be based on the number of Workweeks each Class Member worked in a non-exempt position during the period from December 3, 2015 through December 31, 2021 (“Class Period”). The formula for calculating settlement payments is as follows:

- (a) Defendants will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period (“Total Workweeks”).
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the “Workweek Point Value.”
- (c) An “Individual Settlement Payment” amount for each Class Member will then be determined by multiplying the individual Class Member’s number of Workweeks by the Workweek Point Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendants’ records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants’ records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims): All claims, rights, demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as those set forth in the Second Amended Complaint during the Class Period. The Released Claims specifically include claims for: (i) unpaid overtime; (ii) unpaid minimum wage; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to provide accurate wage statements and failure to maintain payroll records; (vi) wages not paid at separation; (vii) unreimbursed business expenses; (viii) civil penalties pursuant to the Private Attorney General Act; (ix) unfair business practices; and (x) breach of contract. The specific statutes released include Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2698 et seq., as well as Business & Professions Code 17200. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Second Amended Complaint or could have been asserted, as more fully described above.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2022. If you submit a request for exclusion which is not postmarked or faxed by _____, 2022, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All objections must be received by the administrator by not later than _____ 2022. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Stanislaus and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (877) 606-6137

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS’ ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******