

# **EXHIBIT A**

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16 Attorneys for Defendants  
CLEARVIEW CENTERS, LLC, 1334 WESTWOOD,  
17 LLC, 2432 WALNUT, LLC, 2435 GLYNDON, LLC,  
QUAINT LLC, AND MICHAEL ROY, JOINTLY AND  
18 SEVERALLY

19 UNITED STATES DISTRICT COURT  
20 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

21 CARLA PURNELL, and TANISHA  
22 SLAUGHTER, individually and on  
behalf of all others similarly situated,

23 Plaintiffs,

24 vs.

25 CLEARVIEW CENTERS, LLC, 1334  
26 WESTWOOD, LLC, 2432 WALNUT,  
27 LLC, 2435 GLYNDON, LLC, QUAINT  
28 LLC, and MICHAEL ROY, jointly and  
severally,

Case No. 2:18-cv-01172-DSF-SS

**STIPULATION OF SETTLEMENT**

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Defendants.

This Class Action Settlement Agreement and Release, including Exhibits A - D hereto (“Settlement,” “Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiff CARLA PURNELL and Plaintiff TANISHA SLAUGHTER (“Plaintiffs”) on behalf of themselves, the California Settlement Class Members, and the FLSA Settlement Collective Members, as defined below, on the one hand, and Defendant CLEARVIEW CENTERS, LLC, Defendant 1334 WESTWOOD, LLC, Defendant 2432 WALNUT, LLC, Defendant 2435 GLYNDON, LLC, Defendant QUAIN LLC, and Defendant MICHAEL ROY (“Defendants” ), on the other hand. Plaintiffs and Defendants (collectively, the “Parties”) enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against DEFENDANTS based on the Complaint allegations in the case entitled CARLA PURNELL and TANISHA SLAUGHTER v. CLEARVIEW CENTERS, LLC et. al Case No. 2:18-cv-01172-DSF-SS (referred to as “the Action”), and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the claims as defined and based on the terms set forth below, to the full extent reflected herein, subject to the approval of the Court.

**1. RECITALS**

This Agreement is made in consideration of the following facts:

1.1 WHEREAS, on February 12, 2018, Plaintiffs Carla Purnell and Tanisha Slaughter filed a Federal Rule of Civil Procedure Rule 23 class action, a Fair Labor Standards Act (“FLSA”) collective action, and a California Private Attorneys General Act (“PAGA”) representative action complaint in the United States District Court – Central District of California asserting, on behalf of themselves and all current and

1 former counselors who worked for Clearview, (1) Failure to Pay Overtime (Fair Labor  
2 Standards Act, 29 U.S.C § 201 et seq.); (2) Failure to pay Overtime (California Labor  
3 Code §§ 510 and 1194); (3) Failure to Pay Minimum Wage (California Labor Code §§  
4 1182.12, 1194, 1194.2, 1197 and 1198); (4) Unlawful Deductions (California Labor  
5 Code §§ 221 and 223); (5) Failure to Provide Meal and Rest Periods (California Labor  
6 Code §§ 226.7 and 512); (6) Failure to Provide Accurate Wage Statements (California  
7 Labor Code § 226); (7) Waiting Time Penalties (California Labor Code §§ 201-203); (8)  
8 California PAGA Claims (California Labor Code §§ 2698-2699.5); and (9) Unlawful  
9 and/or Unfair Competition Law Violations (California Business and Professions Code §  
10 17200 et seq.).

11 1.2 WHEREAS, on March 20, 2018, Defendants filed an answer denying each  
12 and every material allegation in the Complaint and asserted a number of affirmative  
13 defenses to the claims asserted therein;

14 1.3 WHEREAS, the Parties engaged in formal and informal discovery,  
15 exchanging information, documents and reviewing and analyzing extensive data made  
16 available by Defendants which enabled the Parties to thoroughly evaluate Plaintiffs’  
17 claims, the claims of the putative class, Defendants’ defenses, and the likely outcomes,  
18 risks and expense of pursuing litigation;

19 1.4 WHEREAS, the Parties attended an in-person mediation session with  
20 professional mediator Gig Kyriacou and thereafter negotiated directly for a period of  
21 approximately one month, and ultimately reached terms of this arm’s-length Settlement;

22 1.5 WHEREAS, a bona fide dispute exists as to whether any amount of wages  
23 or penalties are due from Defendants to any California Class Member, and/or FLSA  
24 Collective Member (all as defined below), to the California Labor and Workforce  
25 Development Agency (“LWDA”) and/or to any allegedly aggrieved employees;

26 1.6 WHEREAS, the Parties desire to compromise and settle all issues and  
27 claims that have been or could have been brought, based on the allegations in the  
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1 operative Complaint, against Defendants or related persons in the Action, including all  
2 claims brought on a putative class, collective and representative basis in the Action;

3           1.7     WHEREAS, based on the discovery exchanged as well as their own  
4 independent investigation and evaluation, the Parties have considered the claims asserted  
5 by Plaintiffs, the defenses asserted by Defendants, the risks associated with the continued  
6 prosecution of the Action, the cost of continued litigation through trial and appeals, and  
7 after considering all the circumstances, the Parties have concluded that the proposed  
8 settlement set forth in this Agreement is fair, adequate, and reasonable and confers  
9 substantial benefits upon the California Settlement Class Members, and the FLSA  
10 Settlement Collective Members;

11           1.8     WHEREAS, the Parties further agree that the Agreement, the fact of this  
12 Settlement, any of the terms of this Agreement, and any documents filed in connection  
13 with the Settlement shall not constitute, or be offered, received, claimed, construed, or  
14 deemed as an admission, finding, or evidence of: (i) any wrongdoing by any Released  
15 Parties, (ii) any violation of any statute or law by Released Parties, (iii) any liability on  
16 the claims or allegations in the Action on the part of any Released Parties, (iv) any waiver  
17 of Defendants' right to arbitration or the enforceability of any arbitration agreement, or  
18 (v) the propriety of certifying a litigation class or collective (conditionally or otherwise)  
19 or pursuing representative relief under the PAGA in the Action or any other civil or  
20 administrative proceeding; and this Agreement shall not be used by any Person for any  
21 purpose whatsoever in any administrative or legal proceeding, including but not limited  
22 to arbitrations, other than a proceeding to enforce the terms of the Agreement;

23           1.9     NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED  
24 TO, AND AGREED, by Plaintiffs for themselves and on behalf of the California  
25 Settlement Class Members, and FLSA Settlement Collective Members, and by  
26 Defendants, that, subject to the approval of the Court, the Action shall be settled,  
27 compromised, and dismissed, on the merits and with prejudice, and the California  
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1 Settlement Class Members Released Claims, and the FLSA Settlement Collective  
2 Members Released Claims, as defined below, shall be finally and fully compromised,  
3 settled and dismissed as to the Released Parties, in the manner and upon the terms and  
4 conditions hereafter set forth in this Agreement.

5 **2. DEFINITIONS**

6 Unless otherwise defined herein, capitalized terms used in this Agreement shall  
7 have the meanings set forth below:

8 2.1 “California Class Claims” means all claims for wages, benefits and related  
9 penalties actually alleged or that could have been alleged in the Action by Plaintiffs, on  
10 behalf of themselves and the California Class Members, based on the facts alleged in  
11 the Second Amended Complaint, including but not limited to: (1) Failure to pay  
12 Overtime (California Labor Code §§ 510 and 1194); (2) Failure to Pay Minimum Wage  
13 (California Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198); (3) Unlawful  
14 Deductions (California Labor Code §§ 221 and 223); (4) Failure to Provide Meal and  
15 Rest Periods (California Labor Code §§ 226.7 and 512); (5) Failure to Provide Accurate  
16 Wage Statements (California Labor Code § 226); (6) Waiting Time Penalties  
17 (California Labor Code §§ 201-203); (7) California PAGA Claims (California Labor  
18 Code §§ 2698-2699.5); and (8) Unlawful and/or Unfair Competition Law Violations  
19 (California Business and Professions Code § 17200 et seq.); and (9) attorneys’ fees and  
20 costs of litigation associated with this Action. “California Class Claims” also includes  
21 all claims that Plaintiffs and/or California Class Members may have against the  
22 Released Parties relating to (i) the payment, taxation and allocation of the Class Counsel  
23 Award pursuant to this Settlement Agreement and (ii) the payment, taxation and  
24 allocation of Plaintiffs’ Service Awards pursuant to this Settlement Agreement.

25 2.2 “California Class Members” means all current and former counselors who  
26 worked for Defendants in the state of California from February 12, 2014 through the  
27 date of Preliminary Approval.  
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1           2.3 “California Settlement Class Members” means all California Class  
2 Members who do not opt out of this Settlement.

3           2.4 “California Settlement Class Members’ Released Claims” means the  
4 California Class Claims, and if California Settlement Class Members cash the checks  
5 for their Individual Settlement Payments, the FLSA Collective Claims that California  
6 Settlement Class Members are fully and irrevocably releasing in exchange for the  
7 consideration provided by this Settlement Agreement, whether arising at law, in  
8 contract or in equity, and whether for economic or non-economic damages, restitution,  
9 injunctive relief, penalties or liquidated damages from February 12, 2014 through the  
10 Exclusion/Objection Deadline.

11           2.5 “Class Counsel” means David Yeremian & Associates, Inc. and Sommers  
12 Schwartz, P.C .

13           2.6 “Class Counsel Award” means the attorneys’ fees and costs awarded by  
14 the Court to Class Counsel to fully satisfy all claims for attorneys’ fees and costs  
15 incurred by Plaintiffs to litigate and settle this Action, which may not exceed twenty-  
16 five percent (25%) of the Total Settlement Amount, or \$111,750, for Class Counsel’s  
17 attorneys’ fees, and reimbursement of litigation costs which shall not exceed \$20,000.

18           2.7 “Class Information” means information regarding the California Class  
19 Members, and the FLSA Collective Members that Defendants will in good faith  
20 compile from its records and provide to the Settlement Administrator. Class  
21 Information shall be provided in a Microsoft Excel spreadsheet and shall include, if  
22 possible, for each California Class Member and FLSA Collective Member: full name,  
23 last known address, social security number, state or district in which they worked, and  
24 weeks worked as a non-exempt employee in each state or district in which they worked.  
25 Because California Class Members’ and FLSA Collective Members’ private  
26 information is included in the Class Information, the Settlement Administrator shall, in  
27 accordance with the agreement attached as Exhibit A, maintain the Class Information  
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1 in confidence, shall limit access to the information to only those employees of the  
2 Settlement Administrator with a need to use the Class Information as part of the  
3 administration of the Settlement, and shall use and disclose Class Information only for  
4 purposes of this Settlement and for no other purpose.

5 2.8 “Class Notice” means the notice of class, collective and representative  
6 action settlement to be provided to California Class Members and/or FLSA Collective  
7 Members, which shall be substantially in the form as the Class Notice attached as  
8 Exhibit B.

9 2.9 “Complete and General Release” means an irrevocable and unconditional  
10 release given only by Plaintiffs, releasing Defendants and the Released Parties from any  
11 and all charges, complaints, claims, causes of action, debts, sums of money,  
12 controversies, agreements, promises, damages and liabilities of any kind or nature  
13 whatsoever, both at law and equity, known or unknown, suspected or unsuspected,  
14 arising from conduct occurring on or before the date Plaintiffs sign this Settlement  
15 Agreement, including but not limited to a release of any and all rights Plaintiffs have to  
16 sue or bring any type of claim under (a) California state law; (b) the Fair Labor  
17 Standards Act; (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §  
18 2000e et seq., (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the  
19 Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive  
20 Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq, as  
21 amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of  
22 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) the  
23 Occupational Safety and Health Act, as amended, (n) the Sarbanes-Oxley Act of 2002,  
24 as amended, (o) the Employment Retirement Income Security Act of 1974, as amended  
25 (except vested benefits), (p) the Worker Adjustment and Benefit Protection Act of 1990,  
26 as amended, (q) the Worker Adjustment and Retraining Notification Act, as amended,  
27 (r) any federal, state or common law claim or cause of action based on any alleged  
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1 failure to pay wages, breach of contract, wrongful discharge, constructive discharge,  
2 retaliation, defamation, slander, liable, intentional or negligent infliction of emotional  
3 distress, misrepresentation, fraud, promissory estoppel, (s) any other tort or negligence  
4 claim or obligations arising out of any of Defendants' employment policies or practices,  
5 employee handbooks, and/or any statements by any employee or agent of Defendants  
6 whether oral or written; and (t) for reinstatement, back pay, bonus, attorneys' fees,  
7 compensatory damages, costs, front pay, any form of equitable or declaratory relief,  
8 liquidated damages, emotional distress, personal injury, punitive damages, pain and  
9 suffering, medical expenses, damage to reputation, damage for personal, emotional or  
10 economic injury or damage of any kind. This provision is intended by the Parties to be  
11 all-encompassing and to act as a full and total release of any claim, whether specifically  
12 enumerated herein or not, that Plaintiff might have or have had, that exists or ever has  
13 existed on or prior to the date this Settlement Agreement is signed. This release includes  
14 a 1542 Waiver. The Parties understand and agree that the word "claims" includes all  
15 actions, group actions (including any pending or future collective, class, private attorney  
16 general or representative actions for which Plaintiffs may otherwise qualify as a putative  
17 class member or represented party), complaints and grievances that could potentially be  
18 brought by Plaintiffs against the Released Parties.

19 2.10 "Court" means the United States District Court for the Central District of  
20 California.

21 2.11 "Effective Date" means: (i) if no objection to the Settlement was raised  
22 before the Court, the date on which the Court enters the Final Approval Order; (ii)  
23 if an objection to the Settlement was raised before the Court, the last date on which  
24 a notice of appeal from the Final Approval Order may be timely filed, assuming  
25 none is filed; (iii) if an objection to the Settlement was raised before the Court and  
26 if any appeal from the Final Approval Order was timely filed, the date on which all  
27 such appeals (including, *inter alia*, petitions for rehearing or re-argument,  
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1 petitions for rehearing *en banc*, and petitions for certiorari or any other form of  
2 review) have been finally adjudicated and the Final Approval Order can no longer  
3 be appealed or reviewed.

4 2.12 “Exclusion/Objection Deadline” means the final date by which a  
5 Settlement Class Member may either (i) request to be excluded from the Settlement, or  
6 (ii) object to the Settlement. The Exclusion/Objection Deadline shall be sixty (60) days  
7 after the Mailed Notice Date, and shall be specifically identified and set forth in the  
8 Preliminary Approval Order and the Class Notice.

9 2.13 “Final Approval Order and Judgment” means the Court’s entry of an order  
10 finally approving this Settlement, which order shall be substantially in the form as the  
11 final approval order attached hereto as Exhibit D.

12 2.14 “Final Approval Hearing” means the hearing at or after which the Court  
13 will make a final decision as to whether the Settlement is fair, reasonable, and adequate,  
14 and therefore, is finally approved by the Court.

15 2.15 “FLSA Collective Claims” means all claims for wages, benefits and  
16 related penalties actually alleged or that could have been alleged in the Action by  
17 Plaintiffs, on behalf of themselves and the FLSA Collective Members, based on the  
18 facts alleged in the Complaint, including but not limited to: (1) failure to pay all  
19 minimum and overtime wages due under the Fair Labor Standards Act (29 U.S.C. §201,  
20 et seq.; and (2) attorney fees and litigation costs incurred to litigate and resolve this  
21 Action. “FLSA Collective Claims” also includes all claims that Plaintiffs and/or FLSA  
22 Collective Members may have against the Released Parties relating to (i) the payment,  
23 taxation and allocation of the Class Counsel Award pursuant to this Settlement  
24 Agreement and (ii) the payment, taxation and allocation of Plaintiffs’ Service Awards  
25 pursuant to this Settlement Agreement.  
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1           2.16 “FLSA Collective Members” means all current and former counselors who  
2 who were employed by Defendant anywhere in the country from February 12, 2015  
3 through the date of Preliminary Approval.

4           2.17 “FLSA Settlement Collective Members” means all FLSA Collective  
5 Members who affirmatively opt into this Settlement by cashing the checks for their  
6 Individual Settlement Payment.

7           2.18 “FLSA Settlement Collective Members’ Released Claims” means the  
8 FLSA Collective Claims that the FLSA Settlement Collective Members are fully and  
9 irrevocably releasing in exchange for the consideration provided by this Settlement  
10 Agreement, whether arising at law, in contract or in equity, and whether for economic  
11 or non-economic damages, restitution, injunctive relief, penalties or liquidated damages  
12 from February 12, 2015 through the Exclusion/Objection Deadline.

13           2.19 “Individual Settlement Payment” means the amount payable from the  
14 Total Settlement Amount to each California Settlement Class Member and FLSA  
15 Settlement Collective Member who does not opt out of this Agreement.

16           2.20 “Judgment” means the judgment to be entered in the Action on Final  
17 Approval of this Settlement.

18           2.21 “Mailed Notice Date” means the date of the initial mailing of the Class  
19 Notice to California Class Members and FLSA Collective Members.

20           2.22 “Plaintiff Retaliation Claims Payments” means the amounts paid to  
21 Plaintiffs Carla Purnell and Tanisha Slaughter in consideration for their release of the  
22 FLSA Retaliation claim allegations raised by them in connection with this litigation.

23           2.23 “Net Distribution Fund” means the Total Settlement Amount, less the  
24 amount that the Court awards for: the Service Awards; the Class Counsel Award; the  
25 Settlement Administrator Expenses; and the PAGA Payment. This amount is estimated  
26 to be \$248,750 (i.e., The Total Settlement Amount of \$447,000 minus the proposed  
27 Service Awards (\$10,000) to the Plaintiffs, the proposed Plaintiff Retaliation Claims  
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1 Payments (\$40,000), the proposed Class Counsel Award for attorneys' fee and costs  
2 (\$131,750), the anticipated Settlement Administration Costs (\$9,000) and the PAGA  
3 Payment (\$7,500)). This estimated number will increase with the addition of any  
4 unawarded portions of the above requested allocations.

5 2.24 "PAGA Payment" means a total payment of \$10,000 to settle all claims  
6 under PAGA. From this amount, 75% (\$7,500) will be paid to the Labor and Workforce  
7 Development Agency ("LWDA") and 25% (\$2,500) will be distributed to California  
8 Settlement Class Members. The PAGA payment shall be payable from the Total  
9 Settlement Amount.

10 2.25 "Plaintiffs" means Carla Purnell and Tanisha Slaughter.

11 2.26 "Preliminary Approval Order" means the order granting preliminary  
12 approval of this Settlement Agreement, which shall be substantially in the form of the  
13 preliminary approval order attached hereto as Exhibit C.

14 2.27 "Released Parties" means (i) Defendant Clearview Centers, LLC,  
15 Defendant 1334 Westwood, LLC, Defendant 2432 Walnut, LLC, Defendant 2435  
16 Glyndon, LLC, Defendant Quaint LLC, and Defendant Michael Roy and their past,  
17 present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees,  
18 franchisees, and any other legal entities, whether foreign or domestic, and (ii) the past,  
19 present, and future members, shareholders, officers, directors, members, investors,  
20 agents, employees, consultants, representatives, fiduciaries, insurers, attorneys, legal  
21 representatives, predecessors, successors, and assigns of the entities and individuals  
22 listed in (i).

23 2.28 "Service Awards" means the amount approved by the Court to be paid to  
24 Plaintiffs, in addition to their respective Individual Settlement Payments. The Service  
25 Award payable to Plaintiffs shall not exceed \$10,000, allocated as \$5,000 to each  
26 Plaintiff, and shall be payable from the Total Settlement Amount.

1           2.29 “Settlement,” “Settlement Agreement” and “Agreement” mean the  
2 settlement of this Action between and among Plaintiffs and Defendants, as set forth in  
3 this document.

4           2.30 “Settlement Administrator” means CPT Group, Inc.

5           2.31 “Settlement Administrator Expenses” means the maximum amount to be  
6 paid to the Settlement Administrator, which shall not exceed \$9,000. All Settlement  
7 Administrator Expenses are to be paid exclusively from the Total Settlement Amount.

8           2.32 “Total Settlement Amount” means four hundred and forty-seven thousand  
9 dollars (\$447,000), which is the maximum amount that Defendant is obligated to pay  
10 under this Settlement Agreement under any circumstances in order to resolve and settle  
11 this Action, subject to Court approval. The Total Settlement Amount covers the Class  
12 Counsel Award, the Service Awards, the Plaintiff Retaliation Claims Payments, the  
13 Settlement Administrator Expenses, the Individual Settlement Payments, all related  
14 interest, and all employee-side payroll and employment taxes, and all tax expenses. The  
15 Total Settlement Amount does not include employer-side payroll and employment taxes  
16 for wage payments under this Agreement, which Defendant agrees to pay separately.

17           2.33 “Void Date” means the date by which any checks issued to California  
18 Settlement Class Members, and/or FLSA Settlement Collective Members shall become  
19 void, i.e. on the 181st day after mailing.

20           2.34 “1542 Waiver” means a waiver of the rights conferred by California Civil  
21 Code Section 1542, which provides:

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

1           **3. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

2           3.1 Certification Of Classes And Claims: Solely for the purposes of this  
3 Settlement, the Parties stipulate and agree that the Court may certify (i) subclasses  
4 comprised of the California Settlement Class Members and the FLSA Settlement  
5 Collective Members; and (ii) claims comprised of the California Class Claims and the  
6 FLSA Collective Claims.

7           3.2 Appointment Of Class Representative. Solely for the purposes of this  
8 Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as  
9 representatives of the California Settlement Class Members and the FLSA Settlement  
10 Collective Members.

11           3.3 Appointment Of Class Counsel. Solely for the purposes of this Settlement,  
12 the Parties stipulate and agree that Class Counsel shall be appointed as counsel for the  
13 California Settlement Class Members and the FLSA Settlement Collective Members.

14           3.4 Appointment Of Settlement Administrator. Solely for the purposes of this  
15 Settlement, the Parties stipulate and agree that CPT Group, Inc. shall be appointed to  
16 serve as Settlement Administrator. The Settlement Administrator shall be responsible  
17 for establishing: a toll-free telephone number through which California Class Members  
18 and FLSA Collective Members may make inquiries about the Settlement; a website,  
19 which will have links to the Notice of Settlement, the Settlement Agreement, and  
20 motions for the Class Counsel Award and the Service Awards; a Post Office Box for  
21 receipt of California Class Members' and FLSA Collective Members' communications;  
22 preparing, printing and mailing the Notice of Settlement; receiving and reviewing  
23 requests for exclusion and objections, if any, submitted by California Class Members  
24 and FLSA Collective Members; calculating Individual Settlement Payments;  
25 calculating and paying any and all payroll tax or other required withholdings from the  
26 wage portion of the Individual Settlement Payments as required under this Settlement  
27 Agreement and applicable law; providing weekly status reports to Defendants' Counsel  
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1 and Class Counsel; providing a due diligence declaration for the Court prior to the Final  
2 Approval Hearing; mailing Individual Settlement Payments, the Service Awards, the  
3 Plaintiff Retaliation Claims Payments, the Class Counsel Award and 75% of the PAGA  
4 Payment to the California Labor & Workforce Development Agency; printing and  
5 providing Plaintiffs, Class Counsel, California Settlement Class Members and FLSA  
6 Settlement Collective Members with IRS Forms W-2 and/or 1099 as required under this  
7 Settlement Agreement and applicable law; providing a due diligence declaration for  
8 submission to the Court upon the completion of the Settlement; and for such other tasks  
9 as the Parties mutually agree. The Parties agree to cooperate in the Settlement  
10 administration process and to make all reasonable efforts to control and minimize  
11 Settlement Administration Expenses. The Parties each represent they do not have any  
12 financial interest in the Settlement Administrator or otherwise have a relationship with  
13 the Settlement Administrator that could create a conflict of interest.

14       3.5 Conditional Nature Of Stipulation For Certification. Solely for the  
15 purposes of this Settlement, the Parties stipulate and agree to the certification of the  
16 California Settlement Class Members and the California Class Claims, and the FLSA  
17 Settlement Collective Members and FLSA Collective Claims. Should for whatever  
18 reason the Settlement not become effective, the fact that the Parties were willing to  
19 stipulate to certification as part of the Settlement shall have no bearing on, and shall not  
20 be admissible in connection with, the issue of whether the California Class Members  
21 and/or the California Class Claims and the FLSA Collective Members and/or the FLSA  
22 Collective Claims should be certified in a non-Settlement context in this Action or in  
23 any other lawsuit. Defendants expressly reserve their right to oppose claim or class  
24 certification in this or any other action should this Settlement not become effective.

25       3.6 The Parties agree to stay all proceedings in the Action, except such  
26 proceedings necessary to implement and complete the Settlement, pending the Final  
27 Approval hearing to be conducted by the Court.  
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1           3.7 The Settlement is not intended to and may not be deemed to affect the  
2 enforceability of any arbitration agreement between Defendants and Plaintiffs and/or  
3 between Defendants and any California Class Member and/or FLSA Collective  
4 Member.

5           **4. SETTLEMENT CONSIDERATION**

6           4.1 Defendants' total monetary obligation under this Settlement is the Total  
7 Settlement Amount (\$447,000). This is an "all in" number that includes, without  
8 limitation, all monetary benefits and payments for the California Settlement Class  
9 Members and the FLSA Settlement Collective Members, the Service Awards, the  
10 Plaintiff Retaliation Claims Payments, the Class Counsel Award, the Settlement  
11 Administrator Expenses and the PAGA Payment, and all other claims for interest, fees,  
12 and costs. Under no circumstances shall Defendants be required to pay anything more  
13 than the Total Settlement Amount, except that Defendants will separately pay the  
14 employer payroll and employment taxes due for the wages payments made under this  
15 Agreement. In no event shall Defendants be liable for making any payments under this  
16 Settlement, or for providing any relief to the California Settlement Class Members  
17 and/or the FLSA Settlement Collective Members, before the Effective Date of this  
18 Agreement.

19           4.2 The Plaintiff and all California Settlement Class Members and/or FLSA  
20 Settlement Collective Members who receive a payment of any kind from the Total  
21 Settlement Amount (including, in the case of the Plaintiffs, Service Awards and Plaintiff  
22 Retaliation Claims Payments) expressly agree to hold Plaintiffs, Class Counsel,  
23 Defendants, Defense Counsel and the Settlement Administrator harmless from any  
24 claim or liability for taxes, penalties, or interest arising as a result of the payments under  
25 this Settlement.

26           4.3 Plaintiffs agree not to pursue Service Awards in excess of \$5,000 each.  
27 Defendants agree not to oppose Plaintiffs' application for such Service Awards. Any  
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1 Service Award awarded by the Court shall be paid from the Total Settlement Amount.  
2 If the Court awards less than the full Service Award, then the unawarded funds shall  
3 become part of the Net Distribution Fund. Plaintiffs agree to accept \$20,000 each as  
4 Plaintiff Retaliation Claims Payments in exchange for their release of the FLSA  
5 Retaliation claim allegations raised by them in connection with this litigation.

6 4.4 Plaintiffs agree not to seek a Class Counsel Award from the Court for  
7 attorneys' fees in excess of twenty-five percent (25%) of the Total Settlement Amount,  
8 equal to \$111,750, and for costs in an amount in excess of \$20,000. Defendants agree  
9 not to oppose a request for a Class Counsel Award in a total amount of \$131,750  
10 (attorneys' fees in the amount of \$111,750 and costs in the amount of \$20,000). Any  
11 Class Counsel Award awarded by the Court shall be paid from the Total Settlement  
12 Amount. If the Court awards fees or costs in an amount less than the Class Counsel  
13 Award, the unawarded fees shall become part of the Net Distribution Fund. The  
14 Settlement Administrator will pay to Sommers Schwartz, P.C., the Class Counsel  
15 Award, and Sommers Schwartz, P.C., will be responsible for distribution to David  
16 Yeremian & Associates, Inc., its share of the awarded Class Counsel Award.  
17 Sommers Schwartz, P.C., will provide a completed Form W-9 to the Settlement  
18 Administrator before the payment is made. The Settlement Administrator will  
19 issue to Sommers Schwartz, P.C., a Form 1099 with respect to the awarded Class  
20 Counsel Award, and Sommers Schwartz, P.C., will be responsible for issuing a Form  
21 1099 to David Yeremian & Associates, Inc., with respect to its share of the Class  
22 Counsel Award

23 4.5 Plaintiffs agree not to seek a PAGA Payment in excess of \$10,000. 75%  
24 of the PAGA Payment shall be paid to the Labor and Workforce Development Agency,  
25 and that the remaining 25% shall be paid to California Settlement Class Members.  
26 Defendants agree not to oppose Plaintiff's request for a PAGA Award up to \$10,000 or  
27 to oppose the 75%/25% allocation of the PAGA Payment. The PAGA Payment shall be  
28

1 paid from the Total Settlement Amount. If the Court awards less than the requested  
2 PAGA Payment, the unawarded funds shall become part of the Net Distribution Fund.

3 5. The Settlement Administrator agrees its expenses to administer the Settlement  
4 shall not exceed \$9,000. The Settlement Administration Expenses shall be paid from  
5 the Total Settlement Amount. Any Settlement Administration Expenses not actually  
6 incurred by the Settlement Administrator shall become part of the Net Distribution  
7 Fund.

8 5.1 The Individual Settlement Payments from the Net Distribution Fund shall  
9 be calculated on a pro-rata, workweek basis as follows:

- 10
- 11 a. The Settlement Administrator will take the number of Work  
12 Weeks recorded by the California Settlement Class Members  
and FLSA Settlement Collective Members.
  - 13 b. The Settlement Administrator then will adjust the California  
14 Settlement Class Member's and FLSA Settlement Collective  
15 Member's Work Weeks (up or down) by a factor that is equal  
16 to the ratio of the California Settlement Class Member's and  
17 FLSA Settlement Collective Member's most recent hourly  
18 base rate of pay compared to the average most recent hourly  
19 base rate of pay of all California Settlement Class Members  
and FLSA Settlement Collective Members during the  
applicable class periods.
  - 20 c. The Settlement Administrator then will divide the California  
21 Settlement Class Member's and FLSA Settlement Collective  
22 Member's Work Weeks by the total Work Weeks for all  
23 California Settlement Class Member's and FLSA Settlement  
Collective Member's.
  - 24 d. The ratio yielded by the division done in section (c) above  
25 will be multiplied by the Net Settlement Amount to yield the  
26 California Settlement Class Member's and FLSA Settlement  
Collective Member's Individual Settlement Payments.

27 5.2 The Settlement Administrator shall calculate the Individual Settlement  
28 Payments based on the Class Information provided to the Settlement Administrator by

1 Defendants. The Settlement Administrator shall allocate 25% of each Individual  
2 Settlement Payment to wages and the remaining 75% to penalties and interest.

3 5.3 Settlement Class Members are not eligible to receive any compensation  
4 other than the Individual Settlement Payments discussed above.

5 5.4 Amounts paid to Plaintiffs, California Settlement Class Members and  
6 FLSA Settlement Collective Members pursuant to this Settlement Agreement do not  
7 count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or  
8 retirement plans) sponsored by Defendants or the Released Parties.

9 5.5 In exchange for the consideration provided by Defendants, Plaintiffs,  
10 individually and on behalf of their heirs, estates, trustees, executors, administrators,  
11 representatives, agents, successors, and assigns, and anyone claiming through them or  
12 acting or purporting to act on their behalf, agree to provide a Complete and General  
13 Release to the Released Parties. Plaintiffs' Complete and General Release is subject to  
14 a 1542 Waiver.

15 5.6 In exchange for the consideration provided by Defendants, the California  
16 Settlement Class Members, individually and on behalf of their heirs, estates, trustees,  
17 executors, administrators, representatives, agents, successors, and assigns, and anyone  
18 claiming through them or acting or purporting to act on their behalf, agree to forever  
19 release, discharge, hold harmless, and covenant not to sue each and all of the Released  
20 Parties for the California Settlement Class Members' Released Claims. By cashing the  
21 checks for the Individual Settlement Payments, California Settlement Class Members  
22 further opt into the FLSA Settlement Collective and release the Released Parties from  
23 the FLSA Settlement Collective Members Released Claims.

24 5.7 In exchange for the consideration provided by Defendants, the FLSA  
25 Settlement Collective Members, individually and on behalf of their heirs, estates,  
26 trustees, executors, administrators, representatives, agents, successors, and assigns, and  
27 anyone claiming through them or acting or purporting to act on their behalf, agree to  
28

1 forever release, discharge, hold harmless, and covenant not to sue each and all of the  
2 Released Parties for the FLSA Settlement Collective Members' Released Claims.

3 5.8 As of the Effective Date, Plaintiffs, the California Settlement Class  
4 Members and the FLSA Settlement Collective Members shall be permanently barred  
5 and enjoined from initiating, asserting, or prosecuting against the Released Parties in  
6 any federal or state court or tribunal any and all claims released under this Settlement.

7 5.9 Plaintiffs, California Settlement Class Members and FLSA Settlement  
8 Collective Members acknowledge that they may hereafter discover claims presently  
9 unknown and unsuspected, or facts in addition to or different from those which they  
10 now know or believe to be true with respect to claims released herein. Nevertheless,  
11 Plaintiffs, California Settlement Class Members and FLSA Settlement Collective  
12 Members acknowledge that a portion of the consideration received herein is for a release  
13 with respect to unknown damages and complaints, whether resulting from known  
14 injuries and consequences or from unknown injuries or unknown consequences, and  
15 agree that it is their intention to fully, finally, and forever to settle and release all matters  
16 and all claims that exist, hereafter may exist, or might have existed, with respect to the  
17 California Settlement Class Members Released Claims, and the FLSA Settlement  
18 Collective Members Released Claims, respectively.

19 5.10 That an individual is both a California Settlement Class Member and an  
20 FLSA Settlement Collective Member shall in no way limit scope of the claims released  
21 by that individual.

22 **6. PROCEDURE FOR REQUESTING PRELIMINARY APPROVAL OF**  
23 **THE SETTLEMENT**

24 6.1 Upon execution of this Settlement Agreement, Plaintiffs shall submit a  
25 motion for preliminary approval of the Settlement to the Court. Plaintiffs' motion for  
26 preliminary approval shall ask the Court to enter a Preliminary Approval Order  
27 substantially in the form attached hereto as Exhibit C. Plaintiffs' motion and the  
28

1 [Proposed] Order shall also ask the Court to stay this action, and to prohibit any  
2 California Class Member and/or FLSA Collective Member from pursuing a separate  
3 action regarding any of the claims at issue in this case pending the Final Approval  
4 Hearing.

5 6.2 Plaintiffs shall serve a notice of settlement on the California Labor and  
6 Workforce Development Agency at the same time they file motion for preliminary  
7 approval.

8 6.3 The Parties stipulate to the form of, and agree to submit to the Court for its  
9 consideration this Settlement Agreement, and the following Exhibits to this Settlement  
10 Agreement: the Class Notice (Exhibit B) and the [Proposed] Preliminary Approval  
11 Order (Exhibit C).

12 6.4 Defendant shall serve a notice of settlement on the U.S. and applicable  
13 state attorney generals within 10 days after Plaintiffs files their motion for preliminary  
14 approval.

15 6.5 The Preliminary Approval Order shall:

- 16 • Conditionally certify the California and FLSA subclasses and the  
17 California Class Claims and the FLSA Collective Claims;
- 18 • Conditionally appoint Plaintiffs and Class Counsel as representatives of  
19 the proposed California Settlement Class and the FLSA Settlement  
20 Collective;
- 21 • Appoint CPT Group, Inc. as the Settlement Administrator, and order the  
22 Settlement Administrator to provide notice of the settlement as outlined  
23 below;
- 24 • Confirm that the procedure for distributing the Class Notice (discussed  
25 below) (i) constituted the best practicable notice; (ii) constituted notice  
26 that was reasonably calculated, under the circumstances, to apprise  
27 Settlement Class Members of the pendency of the Action, and their right  
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1 to exclude himself from or object to the proposed settlement and to appear  
2 at the Final Approval Hearing; (iii) was reasonable and constituted due,  
3 adequate, and sufficient notice to all persons entitled to receive notice; and  
4 (iv) met all applicable requirements of Federal Rule of Civil Procedure  
5 23, due process, and any other applicable rules or law;

- 6 • Confirm the notice of settlement served by Plaintiff on the California  
7 Labor and Workforce Development Agency satisfies the requirements of  
8 PAGA.
- 9 • Confirm that the notice of settlement served by Defendant on the U.S.  
10 and applicable state attorneys general satisfies the requirements of the  
11 Class Action Fairness Act.
- 12 • Impose a stay on all litigation of the Action pending the Final Approval  
13 Hearing, or prohibit Plaintiffs, California Class Members and FLSA  
14 Collective Members from prosecuting any claims against Defendants or  
15 the Release Parties pending the Final Approval Hearing; and
- 16 • Order that the preliminary approval of the Settlement, certification of the  
17 California Settlement Class Members and the California Class Claims,  
18 and the FLSA Settlement Collective Members and the FLSA Collective  
19 Claims, and all actions associated with them, are undertaken on the  
20 condition that they shall be vacated if the Settlement Agreement is  
21 terminated or disapproved in whole or in part by the Court, or any  
22 appellate court and/or other court of review in which event the Settlement  
23 Agreement and the fact that it was entered into shall not be offered,  
24 received, or construed as an admission or as evidence for any purpose,  
25 including but not limited to an admission by any Party of liability or non-  
26 liability or of the certifiability of a litigation class or the appropriateness  
27 of maintaining a representative action.  
28

1           6.6    The motion for preliminary approval shall request: that the Final Approval  
2 Hearing and any determination on the request for a Class Counsel Award and Service  
3 Awards be set no earlier than thirty-five (35) days after the Exclusion/Objection  
4 deadline; that Plaintiffs be permitted to file their motion for final approval no later than  
5 twenty-eight (28) days before the Final Approval Hearing; that any opposition briefs on  
6 such motions and petitions be filed fourteen (14) days before the Final Approval  
7 Hearing; and that any reply briefs on such motions and petitions be filed seven (7) days  
8 before the Final Approval Hearing.

9           6.7    At the same time that Plaintiffs file their motion for preliminary approval,  
10 Class Counsel will notify the LWDA that the Parties have filed a motion for preliminary  
11 approval of the settlement of a PAGA claim, and Defendants' Counsel will provide  
12 Class Action Fairness Act ("CAFA") notices to the appropriate federal officials and  
13 state officials in each of the states in which California Settlement Class Members, and  
14 FLSA Settlement Collective Members live, pursuant to 28 U.S.C. § 1715.

15       **7.    PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT**

16           7.1    No more than fourteen (14) calendar days after entry of the Preliminary  
17 Approval Order, Defendant shall provide the Settlement Administrator with the Class  
18 Information for purposes of sending the Class Notice to California Class Members and  
19 FLSA Collective Members.

20           7.2    No more than twenty-one (21) calendar days after entry of the Preliminary  
21 Approval Order (i.e., the Mailed Notice Date), the Settlement Administrator shall send  
22 the Class Notice to California Class Members and FLSA Collective Members via U.S.  
23 Mail.

24           7.3    The Class Notice will inform California Class Members that unless they  
25 file a request to be excluded from the Settlement: they will become California  
26 Settlement Class Members; they will receive Individual Settlement Payments under the  
27 Agreement; they will be bound by the release of California Settlement Class Members  
28

1 Released Claims; and if they cash their Individual Settlement Payment check, they will  
2 thereby opt into the FLSA Settlement Collective and release the FLSA Settlement  
3 Collective Members Released Claims.

4 7.4 The Class Notice will inform FLSA Collective Members of their right to  
5 join the Settlement by cashing the check for their Individual Settlement Pay, and that  
6 by cashing the check for their Individual Settlement Payment, FLSA Collective  
7 Members will become FLSA Settlement Collective Members bound by the terms of this  
8 Agreement, including the release of FLSA Settlement Collective Members Released  
9 Claims.

10 7.5 The Class Notice will inform California Class Members and FLSA  
11 Collective Members of their right to request exclusion from the Settlement and the  
12 procedure for doing so.

13 7.6 The Class Notice will inform California Class Members and FLSA  
14 Collective Members of their right to object to the Settlement and the procedure for doing  
15 so.

16 7.7 The Class Notice shall include a statement as to the number of workweeks  
17 attributable to each California Class Member and FLSA Collective Member, as well as  
18 explanation for how the workweeks will be used to calculate the Individual Settlement  
19 Payments.

20 7.8 If any Class Notice mailed to any California Class Member and FLSA  
21 Collective Member is returned, the Settlement Administrator shall make a good-faith  
22 attempt to obtain the most-current names and postal mail addresses for those  
23 individuals, including cross-checking the names and/or postal mail addresses it received  
24 from Defendants with other appropriate databases (e.g., the National Change of Address  
25 Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for  
26 more-current names and/or postal mail addresses for those individuals. All California  
27 Class Members' and FLSA Collective Members' names and postal mail addresses  
28



1 obtained through these sources shall be protected as confidential and not used for  
2 purposes other than the notice and administration of this Settlement. The address  
3 determined by the Settlement Administrator as the current mailing address shall be  
4 presumed to be the best mailing address for each California Class Members and FLSA  
5 Collective Members. The Settlement Administrator shall promptly re-mail the Class  
6 Notice to any California Class Member and FLSA Collective Member whose original  
7 notice was returned because of a wrong address.

8         7.9 If any Class Notice to a Settlement Class Member or Putative Settlement  
9 Collective Member is returned to the Settlement Administrator with a forwarding  
10 address, the Settlement Administrator shall forward the postal mailing to that address.

11         7.10 In the event that any Class Notice is returned as undeliverable a second  
12 time, no further postal mailing shall be required. The Settlement Administrator shall  
13 maintain a log detailing the instances Class Notices are returned as undeliverable, re-  
14 mailed, and when applicable, returned again.

15         7.11 The Settlement Administrator will also provide Class Notice via a content-  
16 neutral settlement website managed by the Settlement Administrator, and approved by  
17 counsel for the Parties.

18         7.12 The Parties agree that the procedures set forth in this Section comply with  
19 the due process requirements of Federal Rule of Civil Procedure 23, constitute  
20 reasonable and the best practicable notice under the circumstances, and constitute an  
21 appropriate and sufficient effort to locate current addresses for California Class  
22 Members and FLSA Collective Members such that no additional efforts to do so shall  
23 be required. Any California Class Members who fail to receive the Notice of Settlement  
24 after these procedures have been followed will nonetheless be bound by this Settlement.

25         7.13 At least twenty-eight (28) days before the Final Approval Hearing, the  
26 Settlement Administrator shall provide a declaration of due diligence confirming: its  
27 dissemination of the Class Notice in accordance with the notice procedures of this  
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1 Agreement; all attempts by the Settlement Administrator to locate California Class  
2 Members and FLSA Collective Members; the number of delivered and undeliverable  
3 Class Notices; the number of objections received (and copies of same); and the number  
4 of requests for exclusion received (but not copies of same). Class Counsel shall be  
5 responsible for filing the due diligence declaration with the Court.

6 **8. PROCEDURE FOR REQUESTING EXCLUSION**

7  
8 8.1 California Class Members and FLSA Collective Members who wish to  
9 exclude themselves from (or “opt out” of) the Settlement must submit timely, written  
10 requests for exclusion. To be effective, the request for exclusion must include: the  
11 California Class Member’s or the FLSA Collective Member’s, as the case may be,  
12 name, address, and telephone number; the name and case number of this case; a clear  
13 and unequivocal statement that the individual wishes to be excluded from the  
14 Settlement; and the California Class Member’s or the FLSA Collective Member’s, as  
15 the case may be, signature.

16 8.2 The request for exclusion must be mailed to the Settlement Administrator  
17 at the address provided in the Class Notice and must be postmarked no later than forty-  
18 five (45) days after the Mailed Notice Date. The date of the postmark on the envelope  
19 containing the request for exclusion shall be the exclusive means used to determine  
20 whether a request for exclusion has been timely submitted. Requests for exclusion must  
21 be exercised individually by a California Class Member and/or an FLSA Collective  
22 Member. Attempted collective group, class, or subclass requests for exclusions shall be  
23 ineffective and disregarded by the Settlement Administrator.

24 8.3 The Settlement Administrator shall automatically notify Class Counsel and  
25 counsel for Defendants if and when the number of timely-submitted requests for  
26 exclusion reaches thirty (30) people. If more than thirty (30) people opt out of the  
27 Settlement, Defendants at their sole and absolute discretion may elect to rescind and  
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1 revoke the entire Settlement Agreement by sending written notice to Class Counsel that  
2 it revokes the Settlement.

3 8.4 All California Class Members who do not opt out shall be bound by this  
4 Agreement, and all of their claims shall be dismissed with prejudice and released as  
5 provided for herein, even if they never received the Class Notice or other actual notice  
6 of this Settlement.

7 8.5 Plaintiffs agree not to request exclusion from the Settlement Class.

8 8.6 Notwithstanding the submission of a timely request for exclusion,  
9 California Class Members will still be bound by the settlement and release of the PAGA  
10 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th  
11 969 (2009). Requests for exclusion do not apply to the PAGA Claims, and will not be  
12 effective to preclude the release of the PAGA Claims.

13 **9. PROCEDURE FOR OBJECTING**

14 9.1 Any California Class Member or FLSA Collective Member who wishes to  
15 object to the fairness, reasonableness, or adequacy of this Agreement or the proposed  
16 Settlement must provide to the Settlement Administrator (who shall forward it to Class  
17 Counsel and counsel for Defendants), and file with the Court, a timely statement of the  
18 objection. To whatever extent the Court determines to consider objections from Class  
19 members who do not comply with the stated objection procedures, for example by not  
20 providing a written objection, they may appear at the final approval hearing along with  
21 those who do comply and serve and file objections with the Court.

22 9.2 All written objections and supporting papers must be filed or postmarked  
23 no later than the forty-five (45) days after the Mailed Notice Date. The filing date or the  
24 date of the postmark on the envelope containing the objection shall be the exclusive  
25 means used to determine whether the written objection has been timely submitted.

26 9.3 The objection must contain at least the following: (i) the objector's full  
27 name, address, telephone, and signature; (ii) a clear reference to the name and case  
28

1 number of the Action; (iii) a statement of the specific legal and factual basis for each  
2 objection argument; and (iv) a statement whether the objector intends to appear at the  
3 Final Approval Hearing, either in person or through counsel and, if through counsel, a  
4 statement identifying that counsel by name, bar number, address, and telephone  
5 number.

6 9.4 California Class Members who object to the proposed Settlement shall  
7 remain California Settlement Class Members and shall be deemed to have voluntarily  
8 waived their right to pursue an independent remedy against Defendants and the  
9 Released Parties. To the extent any California Class Member objects to the Settlement,  
10 and such objection is overruled in whole or in part, those California Class Members will  
11 be forever bound by the Final Approval order and Judgment.

12 **10. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE**  
13 **SETTLEMENT**

14 10.1 Promptly after the Exclusion/Objection Deadline, Plaintiffs shall file a  
15 motion requesting final approval of the Settlement substantially in the form of the Final  
16 Approval Order attached as Exhibit D, the entry of which is a material condition of this  
17 Settlement.

18 10.2 The Final Approval Order shall adjudge that, among other things:

- 19 • The Settlement Administrator has fulfilled its initial notice and reporting  
20 duties under the Settlement and that the Class Notice (i) constituted the  
21 best practicable notice; (ii) constituted notice that was reasonably  
22 calculated, under the circumstances, to apprise Settlement Class Members  
23 of the pendency of the Action, and their right to exclude himself from or  
24 object to the proposed settlement and to appear at the Final Approval  
25 Hearing; (iii) was reasonable and constituted due, adequate, and sufficient  
26 notice to all persons entitled to receive notice; and (iv) met all applicable  
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1 requirements of Federal Rule of Civil Procedure 23, due process, and any  
2 other applicable rules or law.

- 3 • The Settlement as fair, reasonable, and adequate;
- 4 • Plaintiffs and Class Counsel may adequately represent the California  
5 Settlement Class Members and the FLSA Collective Members for the  
6 purpose of entering into and implementing the Agreement;
- 7 • The Settlement Administrator is to execute the distribution of proceeds  
8 pursuant to the terms of this Agreement;
- 9 • The Final Approval Order and Judgment of dismissal shall be final and  
10 entered forthwith;
- 11 • Without affecting the finality of the Final Approval order and Judgment,  
12 the Court retains continuing jurisdiction over Plaintiffs, Defendant, the  
13 California Settlement Class Members and the FLSA Settlement Collective  
14 Members as to all matters concerning the administration, consummation,  
15 and enforcement of this Settlement Agreement;
- 16 • As of the Final Approval Date, the Plaintiffs, California Settlement Class  
17 Members, and the FLSA Settlement Collective Members, and their legally  
18 authorized representatives, heirs, estates, trustees, executors,  
19 administrators, principals, beneficiaries, representatives, agents, assigns,  
20 and successors, and/or anyone claiming through them or acting or  
21 purporting to act for them or on their behalf, regardless of whether they  
22 have received actual notice of the proposed Settlement, have conclusively  
23 compromised, settled, discharged, and provided: the Complete and  
24 General Release (in the case of Plaintiffs); the release of California  
25 Settlement Class Members Released Claims (in the case of the California  
26 Settlement Class Members); and release of FLSA Settlement Collective  
27 Members Released Claims (in the case of FLSA Settlement Collective  
28

1 Members) against Defendants and the Released Parties, and are bound by  
2 the provisions of this Settlement Agreement;

- 3 • Notwithstanding the submission of a timely request for exclusion,  
4 California Class Members are still bound by the settlement and release of  
5 the PAGA Claims or remedies under the Judgment pursuant to *Arias v.*  
6 Superior Court, 46 Cal. 4th 969 (2009), as requests for exclusion do not  
7 apply to the PAGA Claims, and further affirms that the State's claims for  
8 civil penalties pursuant to PAGA are also extinguished;
- 9 • This Settlement Agreement and the Final Approval order and Judgment to  
10 be binding on, and have res judicata and preclusive effect in, all pending  
11 and future lawsuits or other proceedings that encompass Plaintiffs',  
12 California Settlement Class Members', and the FLSA Settlement  
13 Collective Members' claims released herein, and that are maintained by or  
14 on behalf of Plaintiffs, California Settlement Class Members, and the  
15 FLSA Settlement Collective Members and/or their heirs, estates, trustees,  
16 executors, administrators, principals, beneficiaries, representatives,  
17 agents, assigns, and successors, and/or anyone claiming through them or  
18 acting or purporting to act for them or on their behalf;
- 19 • Plaintiffs, the California Settlement Class Members, and the FLSA  
20 Settlement Collective Members are permanently barred from filing,  
21 commencing, prosecuting, intervening in, or participating (as class  
22 members or otherwise) in any other lawsuit or administrative, regulatory,  
23 arbitration, or other proceeding in any jurisdiction based on the claims  
24 released herein;
- 25 • The Settlement provided for herein, and any proceedings undertaken  
26 pursuant thereto, are not, and should not in any event be offered, received,  
27 or construed as evidence of, a presumption, concession, or an admission  
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1 by any Party of liability or non-liability or of the certifiability or non-  
2 certifiability of a litigation class or collective, or that PAGA representative  
3 claims may validly be pursued; provided, however, that reference may be  
4 made to this Settlement in such proceedings as may be necessary to  
5 effectuate the provisions of this Settlement;

- 6 • The Action is dismissed with prejudice;
- 7 • The Parties, without further approval from the Court, are authorized to  
8 agree to and adopt such amendments, modifications, and expansions of this  
9 Agreement, including all Exhibits hereto, as (i) shall be consistent in all  
10 material respects with the Final Approval order; (ii) do not limit the rights  
11 of California Settlement Class Members and FLSA Settlement Collective  
12 Members; and (iii) contains such other and further provisions consistent  
13 with the terms of this Settlement Agreement to which the Parties expressly  
14 consent in writing.

15 10.3 At the Final Approval Hearing, Class Counsel may also request entry of  
16 an Order approving the Class Counsel Award and the Service Awards to Plaintiffs. Any  
17 such Class Counsel Award or Service Award shall be paid exclusively from the Total  
18 Settlement Payment. In no event shall any Released Party otherwise be obligated to pay  
19 for any attorneys' fees and expenses or Service Awards. The disposition of Class  
20 Counsel's application for a Class Counsel Award, and for Service Awards, is within the  
21 sound discretion of the Court and is not a material term of this Settlement Agreement,  
22 and it is not a condition of this Settlement Agreement that such application be granted.  
23 Any disapproval or modification of such application by the Court shall not (i) affect the  
24 enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right  
25 to terminate the Settlement Agreement, or (iii) increase the consideration any Released  
26 Party pays in connection with the Settlement. Released Parties shall have no liability to  
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1 Plaintiffs or Class Counsel arising from any claim regarding the division of any  
2 attorneys' fee/litigation cost award between and among Class Counsel.

3 **11. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT**  
4 **BECOMES EFFECTIVE**

5 11.1 Within ten (10) calendar days following the Effective Date, Defendants  
6 shall provide the Total Settlement Amount (\$447,000) to the Settlement Administrator.

7 11.2 Within twenty (20) calendar days following the Effective Date, the  
8 Settlement Administrator shall distribute Total Settlement Amount as follows:

- 9 • Pay the costs and expenses incurred in connection with administering this  
10 Settlement, which shall not be more than \$9,000;
- 11 • Subject to the approval and further order(s) of the Court, pay the Service  
12 Awards to Plaintiffs, which shall not be more than \$10,000 total,  
13 representing \$5,000 for each Plaintiff;
- 14 • Subject to the approval and further order(s) of the Court, pay the Plaintiff  
15 Retaliation Claims Payments to Plaintiffs, which shall not be more than  
16 \$40,000 total, representing \$20,000 for each Plaintiff;
- 17 • Subject to the approval and further order(s) of the Court, pay the Class  
18 Counsel Award, which shall not be more than \$111,750 for attorneys fees  
19 and \$20,000 for litigation costs to Sommers Schwartz, P.C. The  
20 Settlement Administrator will pay to Sommers Schwartz, P.C., the  
21 Class Counsel Award, and Sommers Schwartz, P.C., will be responsible  
22 for distribution to David Yeremian & Associates, Inc., its share of the  
23 awarded Class Counsel Award. Sommers Schwartz, P.C., will provide a  
24 completed Form W-9 to the Settlement Administrator before the  
25 payment is made. The Settlement Administrator will issue to Sommers  
26 Schwartz, P.C., a Form 1099 with respect to the awarded Class Counsel  
27 Award, and Sommers Schwartz, P.C., will be responsible for issuing a  
28



1 Form 1099 to David Yeremian & Associates, Inc., with respect to its  
2 share of the Class Counsel Award;

- 3 • Subject to the approval and further order(s) of the Court, distribute 75% of  
4 the PAGA Payment to the LWDA;
- 5 • Subject to the approval and further order(s) of the Court, distribute the  
6 Individual Settlement Payments from the Total Settlement Amount for the  
7 benefit of the California Settlement Class Members and the FLSA  
8 Settlement Collective.

9 11.3 If any portion of the Total Settlement Amount cannot be evenly distributed  
10 to the California Settlement Class Members and/or the FLSA Settlement Collective  
11 Members, or if any the Individual Settlement Payments are not cashed after the Void  
12 Date, then within thirty (30) days after the Void Date, the Settlement Administrator  
13 shall void the checks and shall pay such unallocated and unclaimed funds to the  
14 California Unpaid Wage Fund.

15 11.4 Upon completion of administration of the Settlement, the Settlement  
16 Administrator will provide a written declaration under oath to certify such completion  
17 to the Court and counsel for all Parties. Class Counsel shall file the declaration with the  
18 Court to confirm full satisfaction of the Settlement.

19 11.5 California Settlement Class Members and FLSA Settlement Collective  
20 Members are not eligible to receive any compensation other than the Individual  
21 Settlement Payment.

22 11.6 The Individual Settlement Payments cashed shall be reported by the  
23 Settlement Administrator to the applicable governmental authorities on IRS Form 1099s  
24 (if required). The portions allocated to Service Awards shall likewise be reported on  
25 IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall  
26 be responsible for issuing copies of IRS Form 1099s for the Plaintiffs, California  
27 Settlement Class Members and FLSA Settlement Collective Members.  
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1           11.7 The Parties make no representation as to the tax treatment or legal effect  
2 of the payments called for hereunder, and the Plaintiffs, the California Settlement Class  
3 Members and the FLSA Settlement Collective Members are not relying on any  
4 statement, representation, or calculation by any of the Parties or by the Settlement  
5 Administrator in this regard. Plaintiffs and the California Settlement Class Members  
6 and the FLSA Settlement Collective Members understand and agree that they will be  
7 solely responsible for the payment of any taxes and penalties assessed on the payments  
8 described herein and will hold Plaintiffs, Class Counsel, Defendants, Defendants'  
9 counsel and the Released Parties free and harmless from and against any claims  
10 resulting from the tax treatment of payments under this Agreement. Plaintiffs, the  
11 California Settlement Class Members and the FLSA Settlement Collective Members  
12 acknowledge and agree that no provision of this Settlement, and no written  
13 communication or disclosure between or among the Parties or their attorneys and other  
14 advisers, is or was intended to be, nor will any such communication or disclosure  
15 constitute or be construed or be relied upon as, tax advice within the meaning of United  
16 States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

17           11.8 Payments and tax reporting by the Settlement Administrator in the manner  
18 described above shall be deemed conclusive of compliance with this Settlement  
19 Agreement as to all California Settlement Class Members and FLSA Settlement  
20 Collective Members. No California Settlement Class Members and/or FLSA Settlement  
21 Collective Members shall have any claim against the Plaintiffs, Class Counsel,  
22 Defendants, Defendants' counsel or the Settlement Administrator for distributions made  
23 substantially in accordance with this Settlement Agreement and/or orders of the Court.  
24 No California Settlement Class Members and/or FLSA Settlement Collective Members  
25 shall have any claim against Defendants, the Released Parties or Defendants' counsel  
26 relating to distributions made under this Settlement.  
27  
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1           **12. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**  
2           **OF SETTLEMENT AGREEMENT**

3           12.1 If the Court does not approve the Settlement as set forth in this Settlement  
4 Agreement, or if the Court enters the Judgment and appellate review is sought, and on  
5 such review, the entry of Judgment is vacated, modified in any way, or reversed, or if  
6 the Final Approval order does not otherwise become Final, then this Settlement  
7 Agreement shall be cancelled and terminated, unless all Parties, in their sole discretion  
8 within thirty (30) days from the date such ruling becomes final, provide written notice  
9 to all other Parties hereto of their intent to proceed with the Settlement under the terms  
10 of the Judgment as it may be modified by the Court or any appellate court.

11           12.2 In the event that: (i) the Settlement is not approved, is overturned, or is  
12 materially modified by the Court or on appeal, (ii) the Judgment does not become Final,  
13 or (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective  
14 for any reason, then: (a) the Parties stipulate and agree the Settlement, the Class  
15 Information, and all documents exchanged and filed in connection with the Settlement  
16 shall be treated as inadmissible mediation communications under Cal. Evid. Code §§  
17 1115 et seq., (b) the Settlement shall be without force and effect upon the rights of the  
18 Parties hereto, and none of its terms shall be effective or enforceable, with the exception  
19 of this Paragraph, which shall remain effective and enforceable; (c) the Parties shall be  
20 deemed to have reverted to their respective status prior to execution of this Agreement;  
21 (d) all Orders entered in connection with the Settlement, including the certification of  
22 the California Settlement Class Members and the California Class Claims, and the  
23 FLSA Settlement Collective Members and FLSA Collective Claims, shall be vacated  
24 without prejudice to any Party's position on the issue of class certification, the issue of  
25 amending the complaint, or any other issue, in this Action or any other action, and the  
26 Parties shall be restored to their litigation positions existing on the date of execution of  
27 this Agreement; and (e) the Parties shall proceed in all respects as if the Settlement  
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1 Agreement and related documentation and orders had not been executed, and without  
2 prejudice in any way from the negotiation or fact of the Settlement or the terms of the  
3 Settlement Agreement. The Settlement, all documents, orders, and evidence relating to  
4 the Settlement, the fact of their existence, any of their terms, any statement or report  
5 concerning the Settlement Agreement, its existence, or their terms, any negotiations,  
6 proceedings, acts performed, or documents executed pursuant to or in furtherance of the  
7 Settlement Agreement shall not be admissible in any proceeding, and shall not be  
8 offered, received, or construed as evidence of a presumption, concession, or an  
9 admission of liability, of unenforceability of any arbitration agreement, of the  
10 certifiability of a litigation class, or otherwise used by any Person for any purpose  
11 whatsoever, in any trial of this Action or any other action or proceedings.

12 **13. ADDITIONAL PROVISIONS**

13 13.1 The Class Notice is the approved method for communicating with  
14 California Class Members and FLSA Collective Members about the Settlement.  
15 Plaintiffs and Class Counsel will not issue any news media releases, initiate any contact  
16 with the news media, or respond to any news media inquiry, post any information on a  
17 website (including social media) with the exception of Class Counsel’s biography/CV  
18 materials or in connection with Class Counsel motions in subsequent cases, or have any  
19 other public communication about the Action or the fact, amount or terms of the  
20 Settlement.

21 13.2 All of the Exhibits to this Agreement are an integral part of the Settlement  
22 and are incorporated by reference as though fully set forth herein.

23 13.3 Unless otherwise noted, all references to “days” in this Agreement shall be  
24 to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
25 weekend or federal legal holiday, such date or deadline shall be on the first business  
26 day thereafter.

1           13.4 This Agreement supersedes all prior negotiations and agreements and may  
2 be amended or modified only by a written instrument signed by counsel for all Parties  
3 or the Parties' successors-in-interest.

4           13.5 The Parties reserve the right, subject to the Court's approval, to make any  
5 reasonable extensions of time that might be necessary to carry out any of the provisions  
6 of this Agreement. Such extensions must be in writing to be enforceable.

7           13.6 The Released Parties shall have the right to file the Settlement Agreement,  
8 the Final Approval Order and Judgment, and any other documents or evidence relating  
9 to the Settlement in any action that may be brought against them in order to support a  
10 defense or counterclaim based on principles of res judicata, collateral estoppel, release,  
11 good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion  
12 or issue preclusion or similar defense or counterclaim.

13           13.7 The Parties to the Settlement Agreement agree that the terms of the  
14 Settlement were negotiated at arm's length and in good faith by the Parties, resulted  
15 from an arm's-length mediation session facilitated by Gig Kyriacou, and reflect a  
16 settlement that was reached voluntarily based upon adequate information and sufficient  
17 discovery and after consultation with experienced legal counsel.

18           13.8 Plaintiffs, Class Counsel and Defendants have concluded that the  
19 Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the  
20 claims that the Plaintiffs asserted against Defendants, including the claims on behalf of  
21 the California Class Members and the FLSA Collective Members, and that it promotes  
22 the best interests of the California Class Members and the FLSA Collective Members.

23           13.9 To the extent permitted by law, all agreements made and orders entered  
24 during the course of the Action relating to the confidentiality of information shall  
25 survive this Settlement Agreement.  
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1           13.10 Within sixty (60) days following the Effective Date, Class Counsel shall  
2 return to Defendants all documents produced in the Action, or confirm in writing that  
3 all such documents have been destroyed.

4           13.11 The waiver by one Party of any breach of this Settlement Agreement by  
5 any other Party shall not be deemed a waiver of any other prior or subsequent breach of  
6 this Settlement Agreement.

7           13.12 This Settlement Agreement, including its Exhibits, constitutes the entire  
8 agreement among the Parties, and no representations, warranties, or inducements have  
9 been made to any Party concerning this Settlement Agreement or its Exhibits, other than  
10 the representations, warranties, and covenants contained and memorialized in this  
11 Settlement Agreement and its Exhibits.

12           13.13 This Settlement Agreement may be executed in one or more counterparts.  
13 All executed counterparts and each of them shall be deemed to be one and the same  
14 instrument provided that counsel for the Parties to this Settlement Agreement shall  
15 exchange among themselves original signed counterparts.

16           13.14 The Parties hereto and their respective counsel agree that they will use their  
17 best efforts to obtain all necessary approvals of the Court required by this Settlement  
18 Agreement.

19           13.15 This Settlement Agreement shall be binding upon and shall inure to the  
20 benefit of the successors and assigns of the Parties hereto, including any and all  
21 Released Parties and any corporation, partnership, or other entity into or with which any  
22 Party hereto may merge, consolidate, or reorganize.

23           13.16 This Settlement Agreement shall not be construed more strictly against one  
24 Party than another merely because of the fact that it may have been prepared by counsel  
25 for one of the Parties, it being recognized that because of the arm's-length negotiations  
26 resulting in the Settlement Agreement, all Parties hereto have contributed substantially  
27 and materially to the preparation of the Settlement Agreement.  
28

1           13.17 Except where this Settlement Agreement itself provides otherwise, all  
2 terms, conditions, and Exhibits are material and necessary to this Settlement Agreement  
3 and have been relied upon by the Parties in entering into this Settlement Agreement.

4           13.18 This Settlement Agreement shall be governed by California law. Any  
5 action based on this Settlement Agreement, or to enforce any of its terms, shall be  
6 venued in the United States District Court, Central District of California, which shall  
7 retain jurisdiction over all such disputes. All Parties to this Settlement Agreement shall  
8 be subject to the jurisdiction of the United States District Court, Central District of  
9 California for all purposes related to this Settlement Agreement. This Paragraph relates  
10 solely to the law governing this Settlement Agreement and any action based thereon,  
11 and nothing in this Paragraph shall be construed as an admission or finding that  
12 California law applies to the Released Claims of any Plaintiff or California Class  
13 Member and/or the FLSA Collective Member who resides outside the State of  
14 California.

15           13.19 The Court shall retain continuing and exclusive jurisdiction over the  
16 Parties to this Settlement Agreement for the purpose of the administration and  
17 enforcement of this Settlement Agreement.

18           13.20 The headings used in this Settlement Agreement are for the convenience  
19 of the reader only, and shall not affect the meaning or interpretation of this Settlement  
20 Agreement.

21           13.21 In construing this Settlement Agreement, the use of the singular includes  
22 the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-  
23 versa).

24           13.22 The Parties agree to all terms in the agreement.

25  
26           Dated: <sup>11/14/2018</sup> November \_\_, 2018

27           By:   
28           CARLA PURNELL

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Plaintiff

11/14/2018  
Dated: November\_\_, 2018

By:   
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TANISHA SLAUGHTER  
Plaintiff



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Dated: November 30, 2018

CLEARVIEW CENTERS, LLC

By: *Michael Roy*

Title:  Michael Roy  
Managing member

Dated: November 30, 2018

1334 WESTWOOD, LLC

By: *Michael Roy*

Title:  Michael Roy  
Managing member

Dated: November 30, 2018

2432 WALNUT, LLC

By: *Michael Roy*

Title:  Michael Roy  
Managing member

Dated: November 30, 2018

2435 GLYNDON, LLC


By: *Michael Roy*

Title:  Michael Roy  
Managing member

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Dated: November 30, 2018

QUAINT LLC

By: 

Title: [ ] Michael Roy  
Managing Member

Dated: November 30, 2018

MICHAEL ROY



# **EXHIBIT A**

**“CONFIDENTIAL”  
CLASS INFORMATION**

# **EXHIBIT B**

**NOTICE OF CLASS/COLLECTIVE ACTION SETTLEMENT**

***Carla Purnell and Tanisha Slaughter v. Clearview Centers, LLC; 1334 Westwood, LLC; 2432 Walnut LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy***

United States District Court, Central District of California, Case No. 2:18-cv-01172-DSF-SS

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.**

*The Court authorized this notice. This is not a solicitation from a lawyer This does not involve a lawsuit against you. However, these proceedings affect your legal rights.*

A proposed class/collective action settlement has been reached between the parties in the above-entitled case and preliminarily approved by the Court. You have received this notice because records indicate that you were employed by one or more of the following: Clearview Centers, LLC; 1334 Westwood LLC; 2432 Walnut, LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy (“Defendants”), as an hourly counselor between February 12, 2014 and (**INSERT PRELIMINARY APPROVAL DATE**), and therefore, you may be eligible to receive a payment from the settlement. Please read this entire notice carefully. Important information about your legal rights and obligations with respect to the settlement are provided below.

If this Settlement is approved by the Court, and you do not request exclusion (or opt out) from the Settlement, your estimated payment (before payroll tax withholding), will be \$**[insert, bold font, underline]**. This calculation is based on records indicating that you worked in such position for a total of **[ ]** weeks during the class period.

THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA HAS PRELIMINARILY APPROVED THIS SETTLEMENT

**OVERVIEW OF SETTLEMENT:**

This lawsuit began on February 12, 2018 when Carla Purnell and Tanisha Slaughter (the “Class Representatives”) filed a lawsuit in federal court titled, *Carla Purnell and Tanisha Slaughter v. Clearview Centers, LLC; 1334 Westwood LLC; 2432 Walnut, LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy*, United States District Court for the Central District of California, Case No. 2:18-cv-01172-DSF-SS (the “Litigation”), against Defendants, Clearview Centers, LLC; 1334 Westwood LLC; 2432 Walnut, LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy (“Defendants”).

The Litigation primarily involves allegations that Defendants failed to pay regular and overtime wages, failed to provide meal and rest breaks, failed to provide accurate itemized wage statements and failed to timely pay wages upon termination of employment. Defendants strongly deny the Class Representatives’ allegations, and contends that they fully complied with the law.

The Parties have now reached a Settlement and the Court has preliminarily approved the Settlement. The Settlement does not constitute an admission of liability by Defendants or any of the parties who will be released, nor does the Settlement constitute a finding of liability by the Court, which has not yet ruled, one way or the other, on the merits of the Class Representatives’ claims.

The parties have reached a settlement to avoid the costs and risks of further litigation. The settlement provides cash payments to class members based on the total number of workweeks they were employed as an hourly counselor by Defendants between February 12, 2014 and (**INSERT PRELIMINARY APPROVAL DATE**).

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>DO NOTHING</b>	If you want to participate in the settlement and receive your share of the settlement proceeds, then you should do nothing. By doing nothing, you will receive your portion of the settlement funds. In return, you will be bound by the settlement agreement, including the release of claims provided under the settlement.
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**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>OBJECT</b>	You may also object and tell the Court why you do not like the settlement. If the Court approves the settlement despite your objection, you will still be bound by the settlement, including the release of claims provided under the settlement.
<b>REQUEST EXCLUSION FROM THE SETTLEMENT</b>	If you wish to be excluded from the settlement, you must submit a written request for exclusion according to the instructions contained in this Notice. If you submit a timely request for exclusion, you will not be bound by the settlement (including the release of claims described under section 6), but you will <u>not</u> receive any payment under to the settlement. You will also <u>not</u> be able to object to the settlement.

- **Your options are more fully explained below. The deadline to submit an objection or request exclusion is [INSERT – Deadline - 45 days from original mailing of notice].**

**1. WHO IS IN THE CLASS(ES)?**

Defendants' records show that you are a member of at least one of the settlement classes, which are defined as:

California Class Members: “All current and former counselors who worked for Defendants in the state of California from **February 12, 2014** through [Insert Date of Preliminary Approval].”

FLSA Collective Members: “All current and former counselors who worked for Defendants who were employed by Defendants anywhere in the country from **February 12, 2015** through [Insert Date of Preliminary Approval].”

**2. WHY DID I RECEIVE THIS NOTICE?**

Plaintiffs Carla Purnell and Tanisha Slaughter and Defendants have entered into a Stipulation of Settlement (“Settlement Agreement”) that will, if finally approved by the Court, fully resolve this case. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from either the Settlement Administrator or Class Counsel. The Settlement Agreement and other settlement-related documents are also available at [INSERT - website address]. The proposed Settlement Agreement has been submitted to the Court, and has been preliminarily approved. The Court also appointed the law firms of Sommers Schwartz, P.C. and David Yeremian & Associates, Inc.. to represent you.

As a class member, you are entitled to share in the funds available for settlement of this class action. You are not being sued and you will not be individually responsible for any of the attorney’s fees or expenses of the litigation.

This Notice is intended to explain your rights and obligations with respect to the Settlement Agreement.

**3. WHAT IS THIS CASE ABOUT?**

Plaintiffs Carla Purnell and Tanisha Slaughter (“Plaintiffs”), former employees of Defendants, have brought a class and collectiv action lawsuit in the United States District Court, Central District of California. Plaintiffs, individually and on behalf of all other hourly counselors who worked for Defendants on or after February 12, 2015, allege that Defendants failed to pay all minimum, regular, and overtime wages required under federal law to the **FLSA Collective Members**.

Plaintiffs, individually and on behalf of all other **California Class Members**, also allege that Defendants failed to pay all minimum, regular, and overtime wages required under California law to California Class Members and allege Defendants failed to: provide compliant meal and rest breaks; keep accurate payroll records; provide accurate wage statements; and timely pay all wages.

Defendants deny all of the claims and contentions alleged in the lawsuit and maintains it they have fully complied with

the law. The Court has not ruled on whether Defendants violated the law. Plaintiffs and Defendants have agreed on the settlement terms described below.

**4. WHAT ARE THE SETTLEMENT TERMS AND HOW MUCH CAN I EXPECT TO RECEIVE IF I PARTICIPATE?**

**a. Summary of Settlement Terms**

The following is only a summary of the Settlement. In the event that there are any conflicts between this notice and the Stipulation of Settlement, the terms of the Stipulation of Settlement shall govern. The Court has granted preliminary approval to the Settlement and conditionally certified the Settlement Classes.

For purposes of the Settlement, and without admitting any liability, Defendants have agreed to provide monetary consideration to Class Members who do not request exclusion. If you are a Class/Collective Member and the Settlement receives final approval from the Court and you do not exclude yourself from the Settlement, then you will be eligible to receive such benefits, if any, for which you may qualify.

Defendants will pay Four Hundred Forty-Seven Thousand Dollars (\$447,000) to settle this case (the “Total Settlement Amount”). From that amount, payments will be made to Class Counsel for court-approved attorney’s fees and costs (requested amount: \$131,750), to the Claims Administrator for administration costs (requested amount: \$9,000), to the California Labor and Workforce Development Agency for claims arising under the California Private Attorneys General Act (amount: \$7,500), and to the Plaintiffs Carla Purnell and Tanisha Slaughter as a service awards for prosecuting the Action (requested cumulative amount: \$10,000). After deduction of these amounts, the remainder – the “Net Distribution Fund” – approximately [\$248,750] – will be distributed to class and collective members, as defined above in Section 1, who do not opt out of this Settlement.

In exchange for the benefits described above, Class Members who do not exclude themselves from the Settlement will be deemed to have given a complete release of all Non-FLSA Released Claims (regardless of whether they actually cash the check issued pursuant to this Settlement). If the Court grants final approval of the Settlement, the Court will enter a final judgment and dismiss all such claims with prejudice. Additionally, Class Members who cash their Settlement Checks will also be deemed to have opted into this Settlement (i.e., opted into the pending lawsuit) and released the FLSA Released Claims.

The claims to be released, in general, include any claims arising out of Class Members’ employment as CSRs at Stamps for any type of relief under any federal, state or local laws governing wages, compensation, hours worked, the provision of meal and rest periods, and/or the maintenance of payroll records and the furnishing of accurate wage statements that arose or accrued at any time from the beginning of the relevant statute of limitations period (February 12, 2014 for California state law claims; February 12, 2015 for FLSA claims) through **[Insert Preliminary Approval Date]**.

The Settlement has not yet been granted final approval by the Court. Final approval will take place only after a Final Approval Hearing, at which Class Members who have not requested exclusion will have an opportunity to comment on the Settlement.

The Individual Settlement Payments from the Net Distribution Fund shall be calculated on a pro-rata, workweek basis as follows:

- a. The Settlement Administrator will take the number of Work Weeks recorded by the California Settlement Class Members and FLSA Settlement Collective Members.
- b. The Settlement Administrator then will adjust the California Settlement Class Member’s and FLSA Settlement Collective Member’s Work Weeks (up or down) by a factor that is equal to the ratio of the California Settlement Class Member’s and FLSA Settlement Collective Member’s most recent hourly base rate of pay compared to the average most recent hourly base rate of pay of all California Settlement Class Members and FLSA Settlement Collective Members during the applicable class periods.



- c. The Settlement Administrator then will divide the California Settlement Class Member's and FLSA Settlement Collective Member's Work Weeks by the total Work Weeks for all California Settlement Class Member's and FLSA Settlement Collective Member's.
- d. The ratio yielded by the division done in section (c) above will be multiplied by the Net Settlement Amount to yield the California Settlement Class Member's and FLSA Settlement Collective Member's Individual Settlement Payments.

**b. Who will receive settlement payments?**

Any California Class Member and FLSA Collective Member who has not submitted a timely Request for Exclusion will receive an Individual Settlement Payment.

**c. How much can I expect to receive?**

The estimated payment listed above on this Notice states the estimated amount you can expect to receive if you do not submit a request for exclusion from the settlement. This amount is based on Defendants records of the total number of workweeks you were employed as a counselor during the relevant time periods.

**d. Service Award payments to the Named Plaintiffs.**

The Court has also preliminarily approved payments of up to \$5,000 each to Named Plaintiffs Carla Purnell and Tanisha Slaughter as service awards. The service awards will be paid from the Total Settlement Amount. The service awards are to compensate the Named Plaintiffs for the risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members.

**e. Attorney's fees and costs for Class Counsel.**

All payments for Class Counsel's attorney's fees and costs will be deducted from the Total Settlement Amount. Class Counsel will apply to the Court for final approval of their attorney's fees and costs in an amount up to \$131,750. The amount of fees and costs awarded will be determined by the Court, and will be paid from the Total Settlement Amount.

**f. Settlement Administration Costs.**

Costs incurred by the Settlement Administrator in connection with providing notice of the settlement, receiving and forwarding to the Court and the parties requests for exclusion and objections to the settlement, if any, and calculating and distributing payments under the terms of the settlement as approved by the Court, will be paid from the Total Settlement Amount up to a maximum of \$9,000.00. The Settlement Administrator is:

[CPT Group, Inc.]

[INSERT contact information]

**g. Payment to the California Labor and Workforce Development Agency.**

\$10,000 of the Total Settlement Amount will be allocated to payments under the California Private Attorneys General Act, of which \$7,500 will be paid to the California Labor and Workforce Development Agency and \$2,500 will be paid to California Settlement Class Members.

**h. All Payments Subject to Court Approval.**

The payments listed above will be made if and only if the Court grants final approval of the Settlement Agreement and the Settlement becomes effective. The amount of the payments listed above may be adjusted by the Court.

**5. WHAT ARE MY OPTIONS?**

**a. PARTICIPATE IN THE SETTLEMENT.**

If you want to participate in the settlement, you need not take any action.

**b. REQUEST EXCLUSION FROM THE SETTLEMENT.**

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by sending a request for exclusion to the Claims Administrator listing your name, address, phone number, and the last four digits of your social security number, along with the following statement:

“I do not wish to participate in or be bound by the *Carla Purnell and Tanisha Slaughter v. Clearview Centers, LLC; 1334 Westwood LLC; 2432 Walnut, LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy* class action settlement.”

The request for exclusion must be completed, signed, dated, and returned to the Settlement Administrator by [fill in date] as follows:

*Purnell et al v. Clearview Centers, LLC, et al.*  
c/o [CPT Group, Inc.]  
[INSERT]  
[INSERT]

Any person who submits a timely request for exclusion will, upon receipt, be barred from participating in any portion of the Settlement and will receive no money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

**TO BE VALID, THE REQUEST FOR EXCLUSION MUST BE POSTMARKED NO LATER THAN [INSERT – DEADLINE].**

**c. OBJECT TO THE SETTLEMENT**

You may object to the Settlement before final approval. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. You must submit a written objection and notice of intention to appear at the Final Approval Hearing described below in Section 10. You must send these documents, along with any briefs, exhibits, and/or other material that you wish the Court to consider to the Settlement Administrator.

Any objections should state each specific reason for your objection and any legal support for each objection. To be valid, any objections to the proposed Settlement must be sent to the Settlement Administrator and postmarked by [INSERT – Objection/Exclusion Deadline date – 45 days from original mailing of notice].

If you have satisfied the requirements set forth above, you have the right to address the Court at the hearing scheduled for [INSERT – date/time of final approval hearing] before the Honorable Dale S. Fisher, Courtroom 7D, U.S. District Court, Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 7D, Los Angeles, California, 90012. For your objections to be considered, you cannot also submit a Request for Exclusion.

**TO BE VALID, ANY OBJECTION MUST BE POSTMARKED NO LATER THAN [INSERT – DEADLINE].**

**IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.**

**6. RELEASED CLAIMS -- WHAT WILL I GIVE UP IF I PARTICIPATE IN THE SETTLEMENT?**

As of the Effective Date of the Settlement Class Members who do not request exclusion will release Defendants from the following claims:

“In exchange for the consideration provided by Defendants, the California Settlement Class Members, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties for the California Settlement Class Members’ Released Claims. By cashing the checks for the Individual Settlement Payments, California Settlement Class Members further opt into the FLSA Settlement Collective and release the Released Parties from the FLSA Settlement Collective Members Released Claims.”

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“In exchange for the consideration provided by Defendants, the FLSA Settlement Collective Members, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties for the FLSA Settlement Collective Members’ Released Claims.”

Each FLSA Settlement Collective Member who cashes an Individual Settlement Payment will have opted into the FLSA Settlement Collective and released the FLSA Settlement Collective Members’ Released Claims.

Additionally, Plaintiffs Purnell and Slaughter will provide a “Complete and General Release” that encompasses all of the claims set forth above as well as any other claims related to their employment by Defendants including, but not limited to, claims arising under state and federal law for civil rights violations, age discrimination, family medical leave, disability, equal pay, and a release of unknown claims under California Civil Code § 1542.

The “Released Parties” means (i) Defendant Clearview Centers, LLC, Defendant 1334 Westwood, LLC, Defendant 2432 Walnut, LLC, Defendant 2435 Glyndon, LLC, Defendant Quaint LLC, and Defendant Michael Roy and their past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, and (ii) the past, present, and future members, shareholders, officers, directors, members, investors, agents, employees, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities and individuals listed in (i).

**7. WILL I BE SUBJECT TO DISCIPLINE BASED ON WHETHER I PARTICIPATE IN THE SETTLEMENT?**

The law prohibits any employer from retaliating against employees based on their decision to participate or not participate in a class action settlement. Your decision to participate, not participate, or object to this Settlement will not impact your employment with Defendants or Defendants’ treatment of you as a current or former employee.

**8. WHO ARE THE LAWYERS REPRESENTING THE SETTLEMENT CLASS?**

The attorneys for the Settlement Class in the Litigation are Kevin J. Stoops and Charles R. Ash of Sommers Schwartz, P.C, and David Yeremian of the David Yeremian & Associates, Inc.

Class Counsel’s contact information is as follows:

Kevin J. Stoops, [kstoops@sommerspc.com](mailto:kstoops@sommerspc.com)  
Charles R. Ash, [crash@sommerspc.com](mailto:crash@sommerspc.com)  
SOMMERS SCHWARTZ, P.C.  
One Town Square, Suite 1700  
Southfield, Michigan 48076  
Telephone: (248) 355-0300  
Facsimile: (248) 436-8453

David Yeremian, [david@yeremianlaw.com](mailto:david@yeremianlaw.com)  
DAVID YEREMIAN & ASSOCIATES, INC.  
535 North Brand Boulevard, Suite 705  
Glendale, California 91203  
Telephone: (818) 230-8380  
Facsimile: (818) 230-0308

**9. WHERE CAN I GET ADDITIONAL INFORMATION?**

This Notice only summarizes this lawsuit, the settlement, and related matters. You can obtain a copy of the Settlement Agreement and other settlement-related documents at the following website: [INSERT - website name.]

You may also contact the following court-appointed neutral third-party Claims Administrator for more information:

*Purnell et al v. Clearview Centers, LLC, et al.*

c/o [CPT Group, Inc.]

P.O. Box [insert]

[redacted], [redacted]

Toll Free Telephone Number: [insert]

**10. FINAL APPROVAL HEARING**

The U.S. District Court, Central District of California will hold a hearing in Courtroom 7D, U.S. District Court, Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 7D, Los Angeles, California, 90012 on [INSERT – Final approval hearing date/time] to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel’s request for attorneys’ fees and litigation costs, and payments to the named Plaintiffs. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

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

# EXHIBIT C

1 DAVID YEREMIAN & ASSOCIATES, INC.  
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9 Facsimile: (248) 436-8453

10 *Counsel for Plaintiffs and Proposed Class  
and Collective Members*

11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

13 **CARLA PURNELL and TANISHA**  
**SLAUGHTER**, individually and on  
14 behalf of all other similarly situated  
individuals,

15  
16 Plaintiffs,

17 vs.

18 **CLEARVIEW CENTERS, LLC;**  
**1334 WESTWOOD, LLC; 2432**  
19 **WALNUT LLC; 2435 GLYNDON,**  
**LLC; QUAIN LLC; and**  
20 **MICHAEL ROY**, jointly and  
severally,

21 Defendants.  
22  
23  
24

Case No.: 2:18-cv-01172-DSF-SS

Class and Collective Action

Assigned for All Purposes to:  
Hon. Dale S. Fischer

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS/COLLECTIVE ACTION  
SETTLEMENT, APPROVAL OF  
CLASS NOTICE, AND SETTING  
FINAL APPROVAL HEARING**

Hearing: January 7, 2019  
Time: 1:30 p.m.  
Dept.: Courtroom 7D, 1<sup>st</sup> Street  
Courthouse, Los Angeles, CA

Original Complaint: February 12, 2018

1  
2 **ORDER**

3 This matter has come before the Court on the unopposed motion by Plaintiffs  
4 Carla Purnell and Tanisha Slaughter (“Plaintiffs”), on behalf of themselves and the  
5 similarly situated employees of Defendants Clearview Centers, LLC; 1334, LLC;  
6 2432 Walnut, LLC; 2435 Glyndon, LLC; Quaint LLC, and Michael Roy  
7 (“Defendants”) (together, the “Parties”), for Preliminary Approval of the Parties’  
8 Stipulation of Settlement (“Settlement” or “Settlement Agreement”) of this class and  
9 collective action pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and  
10 29 U.S.C section 201, *et seq.*

11 Plaintiffs, without opposition by Defendant, seek an Order (1) conditionally  
12 certifying the class and collective claims for settlement purposes only under the  
13 Federal Rules of Civil Procedure, Rule 23 (e.g., “Rule 23”), 29 U.S.C section 201, *et*  
14 *seq.*; (2) preliminarily approving the parties’ Settlement; (3) appointing Plaintiffs as  
15 the representatives of, and Class Counsel as counsel for, the California Class  
16 Members and FLSA Collective Members; (4) approving the form of the parties’  
17 proposed Class Notice; and (5) scheduling a hearing on the final approval of the  
18 Settlement.

19 The Court’s scrutiny of the proposed settlement is as rigorous at the preliminary  
20 approval stage as at the final approval stage. *See Cotter v. Lyft, Inc.*, 193 F. Supp. 3d  
21 1030, 1036-37 (N.D. Cal. 2016). Having considered the papers filed in support of the  
22 motion, the arguments of counsel, and the law, the Court now enters this Preliminary  
23 Approval Order and FINDS, CONCLUDES, and ORDERS as follows:

24 1. All initial-capped terms contained herein shall have the same definitions as  
25 set forth the Settlement Agreement, which is attached as **Exhibit A** to Plaintiffs’  
26 unopposed motion for preliminary approval.

27 2. The Court hereby conditionally certifies the California Class Claims and the  
28 FLSA Collective Claims, and conditionally finds that, solely for the purposes of

1 approving this Settlement and for no other purpose and with no other effect on this  
2 litigation, the California Class Claims and FLSA Collective Claims meet the  
3 requirements for certification under Rule 23(a) and (e). Accordingly, for purposes of  
4 approving this Settlement under Rules 23(a) and 23(b)(3), the Court finds: (a) the  
5 California Class Members and FLSA Collective Members are ascertainable and so  
6 numerous that joinder of all members is impracticable; (b) there are questions of law  
7 or fact common to the California Class Claims and FLSA Collective Claims; (c)  
8 certain claims of Plaintiffs are typical of the claims of California Class Members and  
9 FLSA Collective members; (d) Plaintiffs and Class Counsel will fairly and adequately  
10 protect the interests of the California Class Members and FLSA Collective Members;  
11 and (e) a class action is superior to the other available methods for an efficient  
12 resolution of this controversy in the context of settlement.

13 3. The Court therefore conditionally certifies, for settlement purposes only  
14 and pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure  
15 and 29 U.S.C. section 201, *et seq.*, the following subclasses and class claims:

16 a) **CALIFORNIA CLASS MEMBERS**

17 “California Class Members means all current and former counselors who  
18 worked for Defendants in the state of California from February 12, 2014 through the  
19 date of Preliminary Approval.”

20 b) **FLSA COLLECTIVE MEMBERS**

21 “FLSA Collective Members means all current and former counselors who were  
22 employed by Defendants anywhere in the country from February 12, 2015 through  
23 the date of Preliminary Approval.”

24 c) **CALIFORNIA CLASS CLAIMS**

25 “California Class Claims” means all claims for wages, benefits and related  
26 penalties actually alleged or that could have been alleged in the Action by Plaintiffs,  
27 on behalf of themselves and the California Class Members, based on the facts alleged  
28 in the Second Amended Complaint, including but not limited to: (1) Failure to pay



1 Overtime (California Labor Code §§ 510 and 1194); (2) Failure to Pay Minimum  
2 Wage (California Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198); (3)  
3 Unlawful Deductions (California Labor Code §§ 221 and 223); (4) Failure to Provide  
4 Meal and Rest Periods (California Labor Code §§ 226.7 and 512); (5) Failure to  
5 Provide Accurate Wage Statements (California Labor Code § 226); (6) Waiting Time  
6 Penalties (California Labor Code §§ 201-203); (7) California PAGA Claims  
7 (California Labor Code §§ 2698-2699.5); and (8) Unlawful and/or Unfair  
8 Competition Law Violations (California Business and Professions Code § 17200 et  
9 seq.); and (9) attorneys’ fees and costs of litigation associated with this Action.  
10 “California Class Claims” also includes all claims that Plaintiffs and/or California  
11 Class Members may have against the Released Parties relating to (i) the payment,  
12 taxation and allocation of the Class Counsel Award pursuant to this Settlement  
13 Agreement and (ii) the payment, taxation and allocation of Plaintiffs’ Service Awards  
14 pursuant to this Settlement Agreement.

15 **d) FLSA COLLECTIVE CLAIMS**

16 “FLSA Collective Claims” means all claims for wages, benefits and related  
17 penalties actually alleged or that could have been alleged in the Action by Plaintiffs,  
18 on behalf of themselves and the FLSA Collective Members, based on the facts alleged  
19 in the Complaint, including but not limited to: (1) failure to pay all minimum and  
20 overtime wages due under the Fair Labor Standards Act (29 U.S.C. §201, *et seq.*; and  
21 (2) attorney fees and litigation costs incurred to litigate and resolve this Action.  
22 “FLSA Collective Claims” also includes all claims that Plaintiffs and/or FLSA  
23 Collective Members may have against the Released Parties relating to (i) the payment,  
24 taxation and allocation of the Class Counsel Award pursuant to this Settlement  
25 Agreement and (ii) the payment, taxation and allocation of Plaintiffs’ Service Awards  
26 pursuant to this Settlement Agreement.

27 4. Considering the factors set forth in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
28 1026 (9th Cir. 1998), the Court further finds that, for purposes of preliminary

1 approval, and considering: the strength of the allegations set forth in Plaintiffs’  
2 Complaint; the strength of Defendants’ defenses to those claims; the risk, expense,  
3 complexity, and likely duration of further litigation; the risk of obtaining and/or  
4 maintaining class action status throughout the litigation; the extent of discovery  
5 completed and the stage of the proceedings; the experience and views of counsel; the  
6 presence and/or absence of a governmental participant; and the amount offered in  
7 settlement of the claims, the proposed Settlement Agreement is fair on its face. The  
8 Court therefore finds on a preliminary basis that the proposed terms of the Settlement  
9 Agreement set forth in **Exhibit A** to Plaintiffs’ unopposed motion for preliminary  
10 approval are reasonable, and grants preliminary approval of the proposed Settlement.

11 5. The Court also finds, on a preliminary basis, that the Settlement is fair and  
12 reasonable to the California Class Members and FLSA Collective Members when  
13 balanced against the probable outcome of further litigation relating to class action  
14 certification, liability, and damages issues, and potential appeals of rulings. The Court  
15 further finds that significant investigation, research, litigation, and formal and  
16 informal discovery have been conducted such that counsel for the parties are able to  
17 reasonably evaluate their respective positions. The Court further finds  
18 that settlement at this time will avoid substantial costs, delay, and risks that would be  
19 presented by the further prosecution of the litigation.

20 6. Based on a review of the papers submitted by the Parties, the Court finds  
21 that the Settlement Agreement is the result of arms-length negotiations conducted  
22 after class counsel had adequately investigated the claims and become familiar with  
23 the strengths and weaknesses of the claims. The assistance of an experienced mediator  
24 in the settlement process supports the Court’s conclusion that the proposed settlement  
25 is non-collusive. The Court finds on a preliminary basis that the Settlement is within  
26 the range of reasonableness of a settlement that could ultimately be given final  
27 approval by this Court, and hereby grants preliminary approval of the Settlement.  
28

1       7. The Court conditionally appoints Plaintiffs Carla Purnell and Tanisha  
2 Slaughter to represent the California Class Members and the FLSA Collective  
3 Members for settlement purposes only.

4       8. The Court conditionally appoints Kevin J. Stoops and Charles R. Ash, IV  
5 of Sommers Schwartz, P.C., and David Yeremian of David Yeremian & Associates,  
6 as class counsel for the California Class Members and the FLSA Collective Members  
7 for settlement purposes only.

8       9. The Court appoints CPT Group, Inc. as the Settlement Administrator and  
9 preliminarily approves the allocated Settlement Administration Expenses. The  
10 Settlement Administrator will prepare final versions of the Class Notice,  
11 incorporating into it the relevant dates and deadlines set forth in this Order and the  
12 Settlement Agreement, and will carry out the notice procedures set forth in the  
13 Settlement Agreement.

14       10. The Court concludes that the Class Notice, at **Exhibit B** to the Settlement  
15 Agreement, as well as the procedure set forth in the Settlement Agreement for  
16 providing notice to the California Class Members and FLSA Collective Members,  
17 will provide the best notice practicable under the facts and circumstances of this case.  
18 There is no alternative method of notice that would be more practical or more likely  
19 to notify California Class Members and FLSA Collective Members of the terms of  
20 the Settlement. The Class Notice fairly, plainly, accurately, and reasonably informs  
21 California Class Members and FLSA Collective Members of: (a) the nature of the  
22 Action, the definition of the California Class Members and FLSA Collective  
23 Members, the identity of Class Counsel, and the essential terms of the Settlement  
24 Agreement, including the plan of allocation; (b) Plaintiffs' and Class Counsel's  
25 applications for the Plaintiffs' Service Awards, Plaintiff Individual Claims Payments,  
26 and Class Counsel's request for attorneys' fees and litigation costs; (c) how to  
27 participate in and receive proceeds under the Settlement; (d) how to object to or  
28 request exclusion from the Settlement; and (e) how to obtain additional information

1 regarding the Action and the Settlement. The Court thus finds that the notice  
2 requirements for class and collective actions are satisfied.

3 11. In the event that the Effective Date occurs: all California Settlement Class  
4 Members will be deemed to have forever released and discharged the California  
5 Settlement Class Members' Released Claims; and all FLSA Settlement Collective  
6 Members who cash an Individual Settlement Payment will be deemed to have forever  
7 released and discharged the FLSA Settlement Collective Members' Released Claims.  
8 The Court approves the definition of California Settlement Class Members' Released  
9 Claims, and FLSA Settlement Collective Members' Released Claims as articulated in  
10 the Settlement Agreement.

11 12. Any California Class Member and or FLSA Collective Member who intends  
12 to object to final approval of the Settlement or Class Counsel's motion for fees and  
13 costs must submit an objection to the Settlement Administrator within 45 calendar  
14 days following the mailing of the Class Notice and in the form and manner set forth  
15 in the Settlement Agreement. The Settlement Administrator will provide any  
16 objections to counsel for the Parties, who will lodge them with the Court. If a  
17 California Class Member or FLSA Collective Member opts out after filing an  
18 objection, then his/her objection will be moot. However, California Settlement Class  
19 Members and FLSA Settlement Collective Members who file an objection may be  
20 heard at the Final Approval Hearing, either personally or through their counsel.

21 13. The Parties and Settlement Administrator are ordered to provide notice of  
22 the settlement according to the terms of the Settlement Agreement and in conformity  
23 with this Order, including:

- 24 a) No more than fourteen (14) calendar days after entry of the Preliminary  
25 Approval Order, Defendants shall provide the Settlement Administrator  
26 with the Class Information for purposes of sending the Class Notice to  
27 California Class Members and FLSA Collective Class Members.  
28

- 1           b) No more than twenty-one (21) calendar days after entry of the Preliminary  
2           Approval Order, the Settlement Administrator shall send the Class Notice  
3           to California Class Members and FLSA Collective Members via U.S.  
4           Mail.
- 5           c) The Class Notice will inform California Class Members that unless they  
6           file a request to be excluded from the Settlement within 45 days after the  
7           mailing of the Class Notice: they will become California Settlement Class  
8           Members; they will receive Individual Settlement Payments under the  
9           Agreement; they will be bound by the release of California Settlement  
10          Class Members' Released Claims; and if they cash their Individual  
11          Settlement Payment check, they will thereby opt into the FLSA  
12          Settlement Collective and release the FLSA Settlement Collective  
13          Members' Released Claims.
- 14          d) The Class Notice will inform FLSA Collective Members that unless they  
15          file a request to be excluded from the Settlement within 45 days after the  
16          mailing of the Class Notice: they will become FLSA Settlement  
17          Collective Members; they will receive Individual Settlement Payments  
18          under the Agreement; and if they cash their Individual Settlement  
19          Payment check, they will thereby opt into the FLSA Settlement Collective  
20          and release the FLSA Settlement Collective Members' Released Claims.
- 21          e) The Class Notice will inform California Class Members and FLSA  
22          Collective Members of their right to request exclusion from the  
23          Settlement and the procedure for doing so.
- 24          f) The Class Notice will inform California Class Members and FLSA  
25          Collective Members of their right to object to the Settlement and the  
26          procedure for doing so.
- 27          g) The Class Notice shall include a statement as to the number of workweeks  
28          attributable to each California Class Member and FLSA Collective

1 Member, as well as explanation for how the workweeks will be used to  
2 calculate the Individual Settlement Payments.

3 h) If any Class Notice mailed to any California Class Member and FLSA  
4 Collective Member is returned, the Settlement Administrator shall make  
5 a good-faith attempt to obtain the most-current names and postal mail  
6 addresses for those individuals, including cross-checking the names  
7 and/or postal mail addresses it received from Defendants with other  
8 appropriate databases (e.g., the National Change of Address Database)  
9 and performing further reasonable searches (e.g., through Lexis/Nexis)  
10 for more-current names and/or postal mail addresses for those  
11 individuals. All California Class Members' and FLSA Collective  
12 Members' names and postal mail addresses obtained through these  
13 sources shall be protected as confidential and not used for purposes other  
14 than the notice and administration of this Settlement. The address  
15 determined by the Settlement Administrator as the current mailing  
16 address shall be presumed to be the best mailing address for each  
17 California Class Members and FLSA Collective Members. The  
18 Settlement Administrator shall promptly re-mail the Class Notice to any  
19 California Class Member and FLSA Collective Member whose original  
20 notice was returned because of a wrong address.

21 i) If any Class Notice is returned to the Settlement Administrator with a  
22 forwarding address, the Settlement Administrator shall forward the postal  
23 mailing to that address.

24 j) In the event that any Class Notice is returned as undeliverable a second  
25 time, no further postal mailing shall be required. The Settlement  
26 Administrator shall maintain a log detailing the instances Class Notices  
27 are returned as undeliverable, re-mailed, and when applicable, returned  
28

1           again. The re-mailing of the Class Notice will not extend the deadline for  
2           objecting to or requesting exclusion from the Settlement.

3           k) The Settlement Administrator will also provide Class Notice via a  
4           content-neutral settlement website managed by the Settlement  
5           Administrator, and approved by counsel for the Parties.

6           14. Plaintiffs have provided notice of the settlement to the California Labor and  
7           Workforce Development Agency, satisfying the requirements of PAGA.

8           15. The notice of settlement served by Defendants on the U.S. and applicable  
9           state Attorneys General satisfies the requirements of the Class Action Fairness Act.

10          16. All proceedings and all litigation of the Action, other than those pertaining  
11          to the administration of the Settlement, are stayed pending the Final Approval  
12          Hearing.

13          17. Plaintiffs, California Class Members, and FLSA Collective Members are  
14          prohibited from prosecuting any claims against Defendants or the Released Parties  
15          pending the Final Approval Hearing.

16          18. The preliminary approval of the Settlement, certification of the California  
17          Class Members and the California Class Claims, and the FLSA Collective Members  
18          and the FLSA Collective Claims, and all actions associated with them, are undertaken  
19          on the condition that they shall be vacated if the Settlement Agreement is terminated  
20          or disapproved in whole or in part by the Court, or any appellate court and/or other  
21          court of review in which event the Settlement Agreement and the fact that it was  
22          entered into shall not be offered, received, or construed as an admission or as evidence  
23          for any purpose, including but not limited to an admission by any Party of liability or  
24          non-liability or of the certifiability of a litigation class or the appropriateness of  
25          maintaining a representative action.

26          19. The Court will conduct a Final Approval Hearing on April 29, 2019 at 1:30  
27          p.m., where it will make a determination on: (i) whether the proposed Settlement is  
28          fair, reasonable, and adequate and should be finally approved by the Court; (ii) the

1 amount of attorneys' fees and costs that should be awarded to Class Counsel; and (iii)  
 2 the amount of the Service Awards that the Plaintiffs should receive. The Court  
 3 reserves the right to adjust the date of the Final Approval Hearing and related  
 4 deadlines without further notice to the California Class Members, Illinois Class  
 5 Members and FLSA Collective Members.

6 20. Plaintiff's Motion for Final Approval of the Settlement, and Class Counsel's  
 7 motion for an award of attorneys' fees and costs, will also be filed and heard on or  
 8 before the final approval hearing, and the Parties and the Settlement Administrator  
 9 will comply with the following schedule for the Settlement Administration and final  
 10 approval process:

Due Date	Activity
January 28, 2019	Defendants provides the Class Information for the California Class Members and FLSA Collective Class Members to Settlement Administrator (14 days from Preliminary Approval) (proposed dates based on Order Granting Preliminary Approval being entered on date of hearing, January 7, 2018)
February 4, 2019	Settlement Administrator to mail Class Notice to the California Class Members and FLSA Collective Members. (No later than 45 days from preliminary approval)
March 6, 2019	Deadline for Class Counsel to File Motion for Approval of Attorneys' Fees and Costs and Class Representative Service Award ("Fees Motion") and Declaration from Administrator, Class Representatives, and Class Counsel in support (14 days before the Objection Deadline)
March 14, 2019	Last day for California Class Members and FLSA Collective Members to Object to the Settlement (45 days from Initial Mailing of Class Notice)
March 21, 2019	Last day for California Class Members and FLSA Collective Members to submit a Request for Exclusion (45 Days from Initial Mailing of Class Notice).



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April 1, 2019	Deadline for Class Counsel to File Motion for Final Approval of the Settlement, Declaration from Administrator, and Supplemental Documents for Fees Motion (35 days before Final Approval Hearing)
May 6, 2019	Proposed Date for Final Approval Hearing (1:30 p.m.)

21. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. The Court’s findings are for purposes of certifying a settlement class and to settle the matter and will not have any claim or issue preclusion or estoppel effect in any other action against Defendant, or in this action if the Settlement is not finally approved.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2019 \_\_\_\_\_  
 HON. DALE S. FISCHER  
 United States District Judge

# **EXHIBIT D**

1 DAVID YEREMIAN & ASSOCIATES, INC.  
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9 Facsimile: (248) 436-8453

10 *Counsel for Plaintiffs and Proposed Class  
and Collective Members*

11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

13 **CARLA PURNELL and TANISHA**  
**SLAUGHTER**, individually and on  
14 behalf of all other similarly situated  
individuals,

15  
16 Plaintiffs,

17 vs.

18 **CLEARVIEW CENTERS, LLC;**  
**1334 WESTWOOD, LLC; 2432**  
19 **WALNUT LLC; 2435 GLYNDON,**  
**LLC; QUAIN T LLC; and**  
20 **MICHAEL ROY**, jointly and  
severally,

21 Defendants.

Case No.: 2:18-cv-01172-DSF-SS

Class and Collective Action

Assigned for All Purposes to:  
Hon. Dale S. Fischer

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing: April 29, 2019  
Time: 1:30 p.m.  
Dept.: Courtroom 7D, 1<sup>st</sup> Street  
Courthouse, Los Angeles, CA

Original Complaint: February 12, 2018

22  
23 **ORDER**

24 The Court has reviewed and considered the motion for final approval of the  
25 Stipulation of Settlement submitted by Carla Purnell and Tanisha Slaughter  
26 (“Plaintiffs”), on behalf of themselves and the similarly situated employees of  
27 Defendants Clearview Centers, LLC; 1334, LLC; 2432 Walnut, LLC; 2435 Glyndon,  
28 LLC; Quaint LLC, and Michael Roy (“Defendants”) (together, the “Parties”). The

1 Court preliminarily approved the Parties’ Settlement and their proposed resolution of  
2 Plaintiffs’ class, collective and representative claims on behalf of the California Class  
3 Members and FLSA Collective Members (“the Settlement Class Members”).

4 In accordance with the order granting preliminary approval, and in compliance  
5 with due process, the Settlement Administrator sent the Class Notice to each  
6 California Class Member and FLSA Collective Member by first-class mail. The Class  
7 Notice informed California Class Members and FLSA Collective Members of the  
8 terms of the Settlement, the right to participate in the Settlement, the right to object to  
9 the Settlement, the right to request exclusion and pursue their own remedies, and the  
10 right to appear in person or by counsel at the final approval hearing regarding final  
11 approval of the Settlement.

12 The motion for final approval seeks final approval of the Settlement and entry  
13 of judgment that will bind each California Settlement Class Member and FLSA  
14 Settlement Collective Member, and will operate as a full release and discharge of  
15 California Settlement Class Members’ Released Claims and FLSA Settlement  
16 Collective Members’ Released Claims (as defined in the Settlement Agreement).

17 Having received and considered Plaintiffs’ motion for preliminary approval of  
18 the Settlement, Plaintiffs’ motion for final approval of the Settlement, all objections  
19 to the Settlement, all opt-outs from the Settlement, Plaintiffs’ motion for attorneys’  
20 fees, costs and Service Awards, the file in this case, and the evidence and argument  
21 received by the Court before entering the Preliminary Approval Order and before and  
22 at the final approval hearing, **THE COURT HEREBY ORDERS, ADJUDGES**  
23 **AND DECREES THAT:**

24 1. Initial-capitalized terms in this order shall have the same meaning as  
25 assigned to them in the Settlement Agreement.

26 2. The Settlement Administrator has fulfilled its initial notice and reporting  
27 duties under the Settlement Agreement.

28

1           3.       The Class Notice: (i) was the best practicable notice under the facts and  
2 circumstances of this case; (ii) was reasonably calculated to apprise California Class  
3 Members and FLSA Collective Members of the pendency of the Action, their right to  
4 participate in the Settlement, their right to exclude themselves from the Settlement,  
5 and their right to object to, and/or appear at the Final Approval Hearing for, the  
6 Settlement; and (iii) constituted due, adequate, and sufficient notice of a  
7 class/collective settlement under Federal Rule of Civil Procedure 23, 29 U.S.C.  
8 section 201, *et seq.*, due process, and any other applicable rules or law. [Only \_\_  
9 individuals asked to exclude themselves from the Settlement, and \_\_ individuals  
10 objected to the Settlement.]

11           4.       The notice of settlement served by Plaintiffs on the California Labor and  
12 Workforce Development Agency (“LWDA”) satisfied the requirements of PAGA.  
13 [The LWDA has expressed no objection to the Settlement.]

14           5.       The notice of settlement served by Defendant on the U.S. and applicable  
15 state attorneys general satisfies the requirements of the Class Action Fairness Act.  
16 [The Attorneys General have expressed no objections to the Settlement.]

17           6.       The terms of the Settlement are fair, reasonable and adequate, and the  
18 standards and applicable requirements for final approval of this class and collective  
19 action settlement are satisfied, including the provisions of Rule 23 of the Federal  
20 Rules of Civil Procedure and the provisions of 29 U.S.C. section 201, *et seq.*

21           7.       The Settlement has been reached as a result of intensive, serious, and  
22 non-collusive, arms-length negotiations and was achieved with the aid of an  
23 experienced mediator. The Settlement was entered into in good faith as to each  
24 California Settlement Class Member and FLSA Settlement Collective Member.

25           8.       Class Counsel are experienced class action litigators and have expressed  
26 the view that the Settlement is fair, reasonable and adequate.

27           9.       Taking into consideration: the nature of the Plaintiffs claims; the nature  
28 of Defendants’ defenses; the expense, complexity and likely duration of further

1 litigation; and the risk of attaining and maintaining class action status throughout the  
2 litigation, the amounts paid under the Settlement are fair and reasonable. Moreover,  
3 the allocation of settlement proceeds among the California Settlement Class  
4 Members and FLSA Settlement Collective Members is fair, adequate and reasonable.  
5 The fact that a settlement represents a compromise of the Parties' respective positions  
6 rather than the result of a finding of liability at trial also supports the Court's decision  
7 granting final approval.

8       10. The Court appoints Plaintiffs as representatives of, and Class Counsel as  
9 counsel for, the California Settlement Class Members and the FLSA Settlement  
10 Collective Members for the purpose of entering into and implementing the Settlement.

11       11. The Settlement Administrator is to execute the distribution of proceeds  
12 pursuant to the terms of this Settlement.

13       12. As of the Effective Date, the Plaintiffs, California Settlement Class  
14 Members, and the FLSA Settlement Collective Members, and their legally authorized  
15 representatives, heirs, estates, trustees, executors, administrators, principals,  
16 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming  
17 through them or acting or purporting to act for them or on their behalf, regardless of  
18 whether they have received actual notice of the proposed Settlement, have  
19 conclusively compromised, settled, discharged, and provided: the Complete and  
20 General Release (in the case of Plaintiffs); the release of California Settlement Class  
21 Members' Released Claims (in the case of the California Settlement Class Members);  
22 and release of FLSA Settlement Collective Members' Released Claims (in the case of  
23 FLSA Settlement Collective Members who cash their Individual Settlement  
24 Payments) against Defendants and the Released Parties, and are bound by the  
25 provisions of the Settlement Agreement.

26       13. Payment to the California Labor and Workforce Development Agency  
27 of **\$7,500.00** as its share of the settlement of claims arising under the California  
28 Private Attorneys General Act in this case is fair, reasonable and adequate. Payment

1 of that amount shall be paid from the Total Settlement Amount in accordance with  
2 the Settlement Agreement, and there shall be no further recourse for the civil penalties  
3 released under the terms of the Settlement.

4 14. Notwithstanding the submission of a timely request for exclusion,  
5 California Class Members are still bound by the settlement and release of the PAGA  
6 Claims or remedies under this judgment pursuant to *Arias v. Superior Court*, 46 Cal.  
7 4th 969 (2009), as requests for exclusion do not apply to the PAGA Claims. The State  
8 of California's claims for civil penalties pursuant to PAGA are also extinguished.

9 15. The fees, expenses, and any other costs of CPT Group, Inc. in  
10 administering the Settlement, in the amount of **\$9,000.00**, are fair and reasonable.  
11 Payment of that amount shall be paid out of the Total Settlement Amount in  
12 accordance with the Settlement Agreement, which shall fully, finally and completely  
13 compensate CPT Group, Inc., for all fees, expenses and any other costs in  
14 administering the Settlement.

15 16. Based upon application by Class Counsel and Plaintiffs, the Court  
16 approves the payment of Service Awards in the amount of **\$5,000.00** to each of the  
17 Plaintiffs (in addition to any recovery they may receive as a member of one or more  
18 of the classes under the Settlement) in recognition of their efforts and the risks they  
19 undertook in prosecuting this Action.

20 17. The Court approves the payment of Retaliation Claims Payments in the  
21 amount of **\$20,000.00** to each of the Plaintiffs (in addition to any recovery they may  
22 receive as a member of one or more of the classes under the Settlement) in exchange  
23 for their general release to Defendants including their release of any retaliation claims  
24 related to their termination of employment by Defendants.

25 18. Based upon application by Class Counsel, the Court approves the  
26 payment of attorneys' fees to Class Counsel in the amount of **25%** of the Total  
27 Settlement Amount, i.e. **\$111,750.00**, and litigation costs to Class Counsel in an  
28 amount not to exceed **\$20,000.00**, to be paid in the manner set forth in the Settlement

1 Agreement. No other attorneys or law firms shall be entitled to any award of  
2 attorneys' fees or costs from Defendant in any way connected with this Action.

3 19. The Settlement Agreement and this Final Approval Order and Judgment  
4 shall have *res judicata* and preclusive effect in all pending and future lawsuits or other  
5 proceedings that encompass any of Plaintiffs' claims, the California Settlement Class  
6 Members' Released Claims, and the FLSA Settlement Collective Members' Released  
7 Claims, whether those lawsuits or proceedings are maintained by or on behalf of  
8 Plaintiffs, the California Settlement Class Members, and/or the FLSA Settlement  
9 Collective Members. The Settlement Agreement and this Final Approval Order and  
10 Judgment shall be binding on Plaintiffs, California Settlement Class Members, and  
11 FLSA Settlement Collective Members, their heirs, estates, trustees, executors,  
12 administrators, principals, beneficiaries, representatives, agents, assigns, and  
13 successors, and/or anyone claiming through them or acting or purporting to act for  
14 them or on their behalf.

15 20. Plaintiffs, the California Settlement Class Members, and the FLSA  
16 Settlement Collective Members are permanently barred from filing, commencing,  
17 prosecuting, intervening in, or participating (as class members or otherwise) in any  
18 other lawsuit or administrative, regulatory, arbitration, or other proceeding in any  
19 jurisdiction based on the claims released in the Settlement Agreement.

20 21. The Settlement provided for herein, and any proceedings undertaken  
21 pursuant thereto, may not be offered, received, or construed as evidence of: a  
22 presumption, concession, or an admission by any Party of liability or non-liability;  
23 the certifiability or non-certifiability the class and collective claims resolved by the  
24 Settlement; the manageability or non-manageability of the PAGA representative  
25 claims resolved by the Settlement; provided, however, that reference may be made to  
26 this Settlement in such proceedings as may be necessary to effectuate the provisions  
27 of this Settlement.

28



1           22. This Final Approval Order and Judgment of dismissal shall be entered  
2 forthwith, dismissing this Action with prejudice.

3           23. Without affecting the finality of the Final Approval Order and Judgment,  
4 the Court retains continuing jurisdiction over Plaintiffs, Defendants, the California  
5 Settlement Class Members, and the FLSA Settlement Collective Members as to all  
6 matters concerning the administration, consummation, and enforcement of this  
7 Settlement Agreement.

8           24. After settlement administration and distribution of funds have been  
9 completed, the parties shall file a report with this Court certifying compliance with  
10 the terms of the Settlement and this Order and Judgment.

11           25. If this Order is reversed on appeal or the Settlement Agreement is  
12 terminated or is not consummated for any reason, the foregoing certification of  
13 claims, appointment of class representatives and appointment of class counsel shall  
14 be void and of no further effect, and the parties shall be returned to the status each  
15 occupied before entry of this Order without prejudice to any legal argument that any  
16 of the parties might have asserted but for the Settlement.

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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2019 \_\_\_\_\_

HON. DALE S. FISCHER  
United States District Judge