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17  
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

20 ROSEMARIE WILLIAMS, an individual, on  
21 behalf of herself and others similarly situated,

22 Plaintiff,

23 vs.

24 INCLUSION SERVICES, LLC, a California  
Limited Liability Company; and DOES 1  
25 through 50, inclusive,

26 Defendants.

Case No.: BC702272

CLASS ACTION

*[Assigned for all purposes to the Honorable  
Daniel J. Buckley]*

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT**

Complaint Filed: April 30, 2018  
First Amended Complaint: July 5, 2018

1 This Joint Stipulation of Class Action Settlement (“Joint Stipulation”) is entered into  
2 between Plaintiff Rosemarie Williams (hereinafter collectively “Plaintiff”) as an individual, and  
3 on others similarly situated who do not opt out of the class conditionally certified for settlement  
4 purposes only as provided for in this Joint Stipulation, on the one hand, and Inclusion Services,  
5 LLC (hereinafter collectively “Defendant” or “Inclusion”), on the other hand. Subject to the  
6 Court’s approval, the above-referenced action is being compromised and settled under the terms  
7 and conditions set forth below. This Joint Stipulation will be binding on Plaintiff and the class  
8 purported to be represented thereby and Defendant subject to the terms and conditions set forth  
9 below and the approval of the Court.

10 **I. DEFINITIONS**

11 To the extent any terms or phrases used in this Joint Stipulation are not specifically defined  
12 in this section (i.e., Section I) but are defined elsewhere in this Joint Stipulation, they are  
13 incorporated herein by reference.

14 1. “Action” means the civil action originally commenced on April 30, 2018 against  
15 Defendant in the Superior Court of the State of California, County of Los Angeles, Case No.  
16 BC702272, titled, *Rosemarie Williams v Inclusion Services, LLC, et al*, and all of the claims  
17 asserted in the Action.

18 2. “Class” or “Class Members” means all current and former Supported Living  
19 Services employees within the state of California who, at any time during the Class Period, are or  
20 were employed as non-exempt hourly employees by Defendant.

21 3. “Class Member” means a single non-exempt employee who worked for Defendant  
22 in California during the Class Period.

23 4. “Class Counsel” means collectively David Yeremian & Associates, Inc. and United  
24 Employees Law Group, PC, respectively.

25 5. “Class Action Settlement” means settlement of the Action.

26 6. “Class Representative,” “Named Plaintiff,” and/or “Plaintiff” shall mean Plaintiff  
27 Rosemary Williams.

28 7. “Class Period” means the time from April 30, 2014 to June 6, 2019.

1           8.       “Class Representative Service Award” means the amount awarded by the Court to  
2 the class representative, Rosemary Williams, who will seek the amount of \$5,000.00

3           9.       “Complaint” means the operative complaint filed in the Action and all amendments  
4 thereto.

5           10.      “Defendant” means Inclusion Services, LLC, and any of their officers, directors,  
6 owners, agents, assigns, employees, parent entities, subsidiaries, affiliates, predecessors and  
7 successors.

8           11.      “Defendant’s Counsel” means Robert D. Vogel and Zoe Yuzna of JACKSON  
9 LEWIS, P.C.

10          12.      “Effective Date” means the date by which the Court’s order granting Final  
11 Approval of this Joint Stipulation becomes final. Such order becomes final upon the following  
12 events: (i) upon the Court issuing an order granting Final Approval of this Joint Stipulation if no  
13 objections to the settlement are filed or if an objection is filed but is withdrawn prior to the Court’s  
14 Final Approval Hearing; or (ii) in the event there are written objections filed prior to the final  
15 approval hearing which are not thereafter withdrawn prior to the hearing, the later of the following  
16 events: (a) the day after the last day by which a notice of appeal of the order may be timely filed  
17 with the California Court of Appeal and none is filed; (b) if an appeal is filed and is finally  
18 disposed of by ruling, dismissal, denial or otherwise or the day after the last date for filing a  
19 request for further review of the Court of Appeal’s decision passes and no further review is  
20 requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial or  
21 otherwise by the Court of Appeal and further review of the Court of Appeal’s decision is  
22 requested, the day after the request for review is denied with prejudice and/or no further review of  
23 the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of  
24 California affirms the Settlement.

25          13.      “Work Week[s]” means any week during the Class Period in which a Class  
26 Member worked for Defendant as a non-exempt employee in California.

27          14.      “Final Approval” means the date upon which the Court enters an order granting  
28 approval of this Joint Stipulation after having determined that the settlement is fair, adequate and

1 reasonable to the Class following notice to the Class and a hearing on the fairness of the  
2 settlement.

3 15. “Final Approval Hearing” means the final hearing held to ascertain the fairness,  
4 reasonableness and adequacy of the Joint Stipulation after which the Court will enter its order  
5 approving the Joint Stipulation.

6 16. “Class Notice” means the Notice of Class Action Settlement that is to be sent to all  
7 Class Members, that is attached as Exhibit A, or in a substantially similar form approved by the  
8 Court and the Parties

9 17. “Opt-Out” means all persons who timely and validly request exclusion from the  
10 Class.

11 18. “Opt-Out Period” means a period of sixty (60) calendar days from the date the  
12 Claims Administrator mails the Settlement Documents to Class Members. If the 60<sup>th</sup> day falls on  
13 a Sunday or holiday, the Opt-Out Period shall end on the next business day that is not a Sunday or  
14 holiday.

15 19. “Parties” means the Named Plaintiff, individually and on behalf of all Class  
16 Members, and Defendant.

17 20. “Preliminary Approval” means an order from the Court preliminarily approving  
18 this Joint Stipulation and Settlement as submitted by the Plaintiff in a form acceptable to  
19 Defendant.

20 21. “Preliminary Approval Hearing” means the hearing held on the motion for  
21 preliminary approval of the Joint Stipulation.

22 22. “Released Claims” means all claims for wages, damages, unpaid costs, penalties,  
23 liquidated damages, benefits, fringe benefits, interest, attorneys’ fees, litigation costs, restitution or  
24 equitable relief which Plaintiff, the Class and/or any Class Member had or may claim to have  
25 against any of the Released Parties arising out of the facts, circumstances and primary rights  
26 during the Class Period as set forth in this Complaint. The Released Claims include all claims  
27 pled, or that could have been pled based on the factual allegations in the operative complaint or  
28 any amendments thereto that were or could have been asserted in the Action.

1           23.    “Released Parties” means Defendant and all of their past and present owners,  
2 officers, directors, shareholders, employees, agents, assigns, attorneys, insurers, parent companies,  
3 subsidiaries and affiliates.

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

5           25.    “Settlement Administrator’s Fees” means all fees, costs and expenses relating to  
6 the administration of the settlement in this Action including, without limitation, printing and  
7 mailing Class Notice Forms, receiving and processing Opt-Out Forms, calculating and  
8 determining payments and percentages, regularly updating counsel on the status of administration,  
9 and the accounting and maintenance of the Settlement Fund Account.

10          26.    “Settlement Fund Account” means the bank account established under this Joint  
11 Stipulation from which all monies payable under this Joint Stipulation shall be paid as set forth  
12 herein.

13          27.    “LWDA” means the California Labor and Workforce Development Agency;

14          28.    “PAGA” shall mean the California Labor Code Private Attorneys General Act,  
15 California Labor Code §§ 2698 *et seq.*

16          29.    “PAGA Payment” means of the \$20,000.00 allocated for the PAGA penalties under  
17 California Labor Code §§ 2699 *et seq.*, the 75% portion (\$15,000.00) going to the LWDA and the  
18 25% portion (\$5,000.00) going to the Class Members.

19          30.    “Gross Settlement Amount” means up to \$650,000.00 that Defendant will pay in  
20 the aggregate to resolve this Action on a non-reversionary basis. The Gross Settlement Amount is  
21 all-inclusive. The following costs will be deducted from the Gross Settlement Amount: (1)  
22 attorney’s fees (Defendant shall not oppose Class Counsel’s request for attorney’s fees not to  
23 exceed one-third or \$216,666.67 of the Gross Settlement Amount) (the “Attorneys’ Fees”); (2)  
24 litigation expenses (Defendant shall not oppose Class Counsel’s request for reasonable litigation  
25 expenses not exceeding \$20,000.00) (the “Cost Award”); (3) a service award to the Named  
26 Plaintiff (Defendant shall not oppose the requested enhancement award of \$5,000.00 to the Named  
27 Plaintiff in exchange for her execution of a settlement agreement and general release including a  
28 Civil Code § 1542 waiver); (4) Settlement Administration Fees (\$20,000.00); and (5) the PAGA

1 Payment (\$20,000.00). Defendant corporate payroll tax obligation shall be paid in addition to the  
2 Gross Settlement Amount.

3 31. The “Net Settlement Amount” means the portion of the Gross Settlement Amount  
4 remaining after deductions for approved Class Representative Service Award, Settlement  
5 Administration Costs, the Attorneys’ Fees and Costs Awards and the PAGA Payment to the  
6 LWDA.

7 32. Stipulation of Settlement” and “Settlement Agreement” shall mean this Stipulation  
8 of Class Action Settlement and Release.

9 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

10 A. Discovery, Investigation, and Research

11 The Parties investigated facts and law throughout the Action. Investigation included the  
12 exchange of information under informal discovery which took extensive time for both parties to  
13 fully analyze. It also included preparing for and attending private mediation with wage and hour  
14 class action mediator, Steven J. Rottman, Esq. The Parties also investigated relevant law as  
15 applied to the facts of this case, potential defenses and damages claimed by Plaintiff on behalf of  
16 herself and the Class. Discovery largely focused on Plaintiff’s allegations that Class Members  
17 were not provided with all meal and rest periods under California law, received improper wage  
18 statements and were not paid all owed and due wages upon separation of employment. Discovery  
19 included Class Members’ time records, the relevant policies and practices of Defendant and class  
20 data regarding the applicable asserted claims. The Parties conducted their own evaluations of the  
21 potential recoveries based on the claims alleged in the Action.

22 B. Allegations of the Class Representative and Benefits of Settlement

23 This Joint Stipulation was reached after arm’s length bargaining by the Parties with the  
24 assistance of an experienced mediator and after Class Counsel thoroughly reviewed all available  
25 evidence. The information exchanged between the Parties allowed them to assess the merits of the  
26 claims and defenses and reach a compromise of the Action.

27 Plaintiff and Class Counsel all contend the claims asserted in the Action have merit.  
28 However, they also acknowledge the expense and delay of continued litigation. Class Counsel has

1 considered the uncertain outcome and risk of litigation and the difficulties and delays inherent in  
2 such litigation. Class Counsel also considered the potential difficulty of maintaining the Action as  
3 a class action and the likelihood of appeals.

4 Class Counsel determined this Joint Stipulation confers substantial benefit to the Class and  
5 respectfully submits that an independent review by the Court will confirm this conclusion. Class  
6 Counsel has determined that this Joint Stipulation is in the best interests of Plaintiff and the Class  
7 Members.

8 C. Defendant's Denials of Wrongdoing and Benefits of Settlement

9 Defendant denies that it has engaged in any violation of the law in connection with its  
10 wage-and-hour practices and that it has any liability or engaged in wrongdoing of any kind against  
11 the Plaintiff or any Class Member associated with the claims alleged in the Action. It is  
12 Defendant's position that if litigation continued, class certification would not be granted or if it  
13 were, it would be reversed: the named Plaintiff is not an adequate class representative, her claims  
14 are not typical of the Class Members and individual issues predominate over common ones.  
15 However, Defendant has concluded that further litigation would be protracted and expensive.  
16 Thus, Defendant has determined that it is desirable that the Action be fully and finally settled in  
17 the manner and upon the terms and conditions set forth herein.

18 D. Intent of the Settlement

19 This Joint Stipulation intends to achieve the following: (1) entry of an order granting  
20 Preliminary and Final Approval of the Joint Stipulation and granting the monetary relief set forth  
21 herein; (2) entry of judgment on Plaintiff's alleged claims; and (3) discharge of the Released  
22 Parties from liability for all Released Claims.

23 **III. PROCEDURAL ISSUES**

24 A. Preliminary Approval

25 Class Counsel will submit this Joint Stipulation to the Court with a Motion for Preliminary  
26 Approval of Class Action Settlement and Defendant will not oppose the Motion.

27  
28

1           B.       Settlement Administrator

2           The Settlement Administrator will handle: (1) preparing, printing and mailing  
3 simultaneously the Notice of Class Action Settlement in substantially the same form as the  
4 attached **Exhibit 1** and the Opt-Out Form in substantially the same form as the attached **Exhibit 2**  
5 (collectively, the “Notice Packet”) in both English and Spanish; (2) receiving and reviewing Opt-  
6 Out Forms; (3) calculating payments under the settlement; (4) addressing inquiries from Class  
7 Members concerning the Notice Packet; (5) providing weekly status reports to Defendant counsel  
8 and Class Counsel regarding the mailings, Opt-Out Forms and settlement payments; (6)  
9 distributing settlement payments to Class Members and payment to others under the terms of this  
10 Joint Stipulation; (7) providing due diligence declarations for submission to the Court as needed;  
11 (8) printing and providing Class Members and Plaintiff with tax forms as required under this Joint  
12 Stipulation and applicable law and providing copies of the same to Defendant; (9) translating the  
13 Notice Packet in Spanish; and (10) such other tasks as the Parties mutually agree or the Court  
14 orders the Settlement Administrator to perform.

15           The Settlement Administrator will skip trace and re-mail all returned, undeliverable mail  
16 within seven (7) calendar days of receiving notice the mailing was undeliverable. The Settlement  
17 Administrator shall make a rebuttable presumption that each and every Class Member whose re-  
18 mailed Class Notice is not returned to the Settlement Administrator as undeliverable within fifteen  
19 (15) calendar days after re-mailing has actually received notice of the Settlement. The Settlement  
20 Administrator shall not be obliged to do more than one (1) re-mailings to any addressee. The  
21 Settlement Administrator will also handle payments to Plaintiff for her enhancement award,  
22 payment of Class Counsel’s attorney fees and costs as approved by the Court and payment of  
23 PAGA penalties to the LWDA.

24           C.       Notice to Class Members

25           If the Court grants Preliminary Approval, notice will be provided to Class Members by the  
26 Settlement Administrator:

27           Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the  
28 Settlement Administrator with the following information about each Class Member: (1) name; (2)

1 last known mailing address; (3) social security number; (4) dates of employment; and (5) total  
2 work weeks worked during the Class Period.

3         Within fourteen (14) calendar days after the Settlement Administrator's receipt of the class  
4 data, it will mail a Class Notice Packet to Class Members via first-class regular U.S. mail which  
5 will address and include.

6         Prior to mailing, the Class Notice Packet, the Settlement Administrator will perform a  
7 search based on the National Change of Address Database for information to update and correct  
8 any known or identifiable address changes. It will be conclusively presumed that the Class  
9 Member received the Notice Packet if the Notice Packet has not been returned within thirty (30)  
10 calendar days of mailing. If a new address is obtained by way of a returned Notice Packet, the  
11 Settlement Administrator will promptly forward the original Notice Packet to the updated address  
12 via first-class regular U.S. mail, indicating on the original packet the date of such re-mailing.

13         A returned Class Notice Packet will be forwarded only once by the Settlement  
14 Administrator. Upon completion of these steps by the Settlement Administrator, Defendant will be  
15 deemed to have satisfied its obligation to provide notice of the class settlement to Class Members.  
16 Such persons will be bound by all terms of the Joint Stipulation (including the release) and the  
17 Court's order and final judgment unless they validly Opt-Out of the Class.

18         Class Members will have sixty (60) calendar days from the date the Class Notice is first  
19 mailed to timely Opt-Out of the Class or submit an objection. The Class Notice will provide that  
20 any Class Member who wishes to dispute the Work Weeks as set forth on his or her Class Notice  
21 must inform the Settlement Administrator in writing. All such challenges must be postmarked no  
22 later than sixty (60) calendar days from the date the Notice is first mailed by the Settlement  
23 Administrator. The deadline to dispute the number of Work Weeks may be extended by the Court  
24 upon showing of good cause. The Class Member may produce evidence to the Settlement  
25 Administrator indicating the dates that the Class Member contends were actually worked during  
26 the applicable Class Period. The Settlement Administrator may reject any challenge not supported  
27 by such evidence. If a dispute arises over the number of Work Weeks listed in the Class Notice  
28 based on the objections of, and evidence produced by, a Class Member, Defendant will be asked

1 to manually review its payroll and personnel records to verify the correct number of eligible Work  
2 Weeks.

3 Unless a Class-Member opts-out of the Class, the Class Member will be bound by all terms  
4 of the Joint Stipulation (including the release), and the Court’s order and final judgment.

5 D. Procedure for Opting Out of the Class

6 Class Members who wish to exclude themselves from the Class must mail the Settlement  
7 Administrator a signed and dated Opt-Out Form (**Exhibit 2**) requesting exclusion from the Class  
8 within sixty (60) days after the date the Notice Packet was mailed (the “Class Member Exclusion  
9 Deadline”), unless the Court orders otherwise. The Parties have drafted the Opt-Out Form  
10 specifically for this purpose.

11 A request to be excluded from the Class will be deemed valid only if: (1) the Class  
12 Member provided his or her name, address and the last four (4) digits of his or her Social Security  
13 Number on the Opt-Out Form by the Class Member Exclusion Deadline; (2) the Class Member  
14 dated and signed the Opt-Out Form; and (3) the name and last four digits of the Social Security  
15 Number provided by the Class Member match Defendant’s records. The written request to be  
16 excluded from the Class indicates the Class Member’s intent to be excluded from the settlement  
17 and the Opt-Out Form states:

18 “I wish to be excluded from the Settlement in *Williams v Inclusion Services, LLC,*  
19 *et al.*, Los Angeles County Superior Court, Case No. BC702272. I understand that  
20 in asking to be excluded from the settlement class, I will not receive any portion of  
the settlement approved by the Court in this case.”

21 Any Class Member who timely and properly submits a valid Opt-Out Form will not be  
22 entitled to a monetary recovery under the settlement and will not be bound by the settlement,  
23 judgment or order in this Action nor object, appeal, comment on the settlement. Class Members  
24 who fail to properly and timely submit an Opt-Out Form will be bound by all the terms of this  
25 Joint Stipulation and any judgment and order entered in the Action.

26 The Settlement Administrator will provide counsel for the Parties with weekly updates  
27 about Class Members who submit Opt-Out Forms.

28

1 E. Procedure for Objecting to Settlement

2 Any Class Member who seeks to object to the settlement may serve a copy of the objection  
3 to the Settlement Administrator at CPT Group, Inc. 50 Corporate Park, Irvine, California 92606.  
4 All objections must be served within sixty (60) calendar days of mailing of the Class Notice and  
5 may appear in person at the hearing for Final Approval. .

6 F. Final Approval

7 At the Final Approval Hearing, Class Counsel will move the Court for the entry of  
8 judgment under Rule 3.769(h) of the California Rules of Court incorporating the Joint Stipulation.  
9 Class Counsel will seek approval of the Joint Stipulation as being fair, adequate and reasonable to  
10 the Class Members. Class Counsel and Defendant's counsel will submit to the Court such  
11 pleadings and evidence as required for the Court's determination.

12 **IV. SETTLEMENT TERMS**

13 A. Gross Settlement Amount and Minimum Settlement Payments

14 To settle the claims arising out of the facts, circumstances and primary rights in the Action,  
15 Defendant will pay up to the aggregate Gross Settlement Amount on an all-inclusive, non-  
16 reversionary basis. Defendant will not be required to contribute additional sums to fund the  
17 settlement or otherwise resolve the Action.

18 Class members who do not opt out will receive a pro-rata share of the Net Settlement  
19 Amount under a work week formula set forth below.

20 B. Establishment of Settlement Fund Account

21 Within seven (7) calendar days of Final Approval, the Settlement Administrator will  
22 establish the Settlement Fund Account in a non-interest bearing transaction account at a FDIC-  
23 insured institution designated by Defendant with at least one (1) branch in California. Within five  
24 (7) calendar days of establishing the Settlement Fund Account and notify Defendant of such in  
25 writing, Defendant shall deposit the Gross Settlement Amount and its share of payroll taxes.

26 C. Allocation of Settlement Proceeds

27 The Gross Settlement Amount is inclusive of and will be allocated as follows:  
28

- i. The Fee Award, which is the amount the Court awards to Class Counsel for their attorney fees, in an amount not exceeding one-third (\$216,666.67) of the Gross Settlement Amount;
- ii. The Cost Award, which is the amount the Court awards to Class Counsel for their reasonable litigation costs;
- iii. The Class Representative Service Award, which comprises the amount the Court awards to the named Plaintiff as class representative, in an amount not exceeding \$5,000.00;
- iv. The Settlement Administrator Fees in the amount of \$20,000.00, subject to the court approval;
- v. PAGA penalties in an amount not to exceed \$20,000.00. The 75% portion (\$15,000.00) will go to the LWDA and the 25% portion (\$5,000.00) will go to aggrieved employees.
- vi. Payment to Class Members shall be 40% penalties, 40% interest, and 20% wages; and
- vii. If the Court approves a lesser amount of any of the above-referenced costs set forth in above, the amount of the Net Settlement Fund will change proportionately.

No funds will revert to Defendant.

**D. Distribution of Settlement Proceeds**

The Settlement Administrator will promptly keep Defendant's Counsel and Class Counsel apprised of all distributions from the Settlement Fund Account. No person will have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel or the Settlement Administrator based on distributions and payments made consistent this Joint Stipulation. Distribution of the Gross Settlement Amount will be as follows:

**1. *Initial Payment***

Within fourteen (14) calendar days after the Effective Date, the Settlement Administrator will pay the remainder of the Gross Settlement Amount, known as the Net Settlement Fund, based on how the Court rules at the Final Approval Hearing.

1 The remainder of the Gross Settlement Amount, known as the Net Settlement Amount,  
2 will be calculated and distributed as set forth below.

3 2. *Payout to Class Members*

4 The Settlement Administrator will calculate the individual settlement payments to Class  
5 Members who do not timely and properly submit an Opt Out Form. These payments will be  
6 calculated by assigning a certain dollar value to each week Class Members worked during the  
7 Class Period. The dollar value of each week will be calculated by dividing the aggregate value of  
8 the Net Settlement Amount by the total number of weeks worked by the Class Members who do  
9 not timely and properly submit an Opt Out Form. Partial weeks will be rounded up to the nearest  
10 full week.

11 The Class Members' settlement payments will be apportioned as follows: 20% as wages,  
12 40% for interest and 40% for penalties. The amounts paid as wages shall be separately paid by the  
13 Defendant subject to all tax withholdings customarily made from employee's wages and all other  
14 authorized and required withholdings and shall be reported by W-2 forms. The Settlement  
15 Administrator will issue the appropriate federal and state tax forms.

16 The settlement payments to Class Members will be paid within twenty-one (21) calendar  
17 days after the Effective Date.

18 E. Uncashed Checks

19 Any checks issued to Class Members shall be negotiable for at least 180 calendar days.  
20 The proceeds from any uncashed checks will be paid to the Controller of the State of California to  
21 be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the  
22 benefit of those Class Members who failed to cash his or her check before the expiration of the  
23 180-day period. Regardless of whether the checks are cashed, this Agreement will be binding on  
24 every Class Member who does not timely and properly Opt Out.

25 F. Attorneys' Fee Award

26 Defendant will not oppose a request for attorney fees up to one-third (\$216,666.67) of the  
27 Gross Settlement Amount. Defendant will not be obligated to pay any attorney fees of Class  
28 Counsel, Plaintiff or Class Members above this amount. Class Counsel's attorney fee application

1 will be submitted with supporting documentation heard and decided during the Final Approval  
2 Hearing. The Attorneys' Fee Award will be determined by the Court.

3 G. Costs Award

4 Defendant will not oppose a request for reasonable litigation expenses not to exceed  
5 \$20,000.00. Defendant will not be obligated to pay any costs of Class Counsel, Plaintiff or Class  
6 Members above the amount approved by the Court. Class Counsel's request for costs must be  
7 submitted with its fee application and supporting documentation and heard and decided during the  
8 Final Approval Hearing. The Costs Award will be determined by the Court.

9 H. Class Representative Service Award

10 Defendant will not object to a Class Representative service Award of \$5,000.00 to the  
11 Plaintiff. Defendant will not be obligated to pay any enhancement award in the Action above this  
12 amount which the Class Representative Service Award will be considered miscellaneous income.  
13 The Settlement Administrator will issue a Form 1099, and any other tax forms, to Plaintiff relating  
14 to the Award will be determined by the Court.

15 I. Settlement Administrator Costs

16 The Parties agree settlement administration costs will be deducted from the Gross  
17 Settlement Amount, in the amount of \$20,000.00, subject to approval by the Court.

18 J. PAGA Penalties

19 The Parties agree to pay \$20,000.00 of the Gross Settlement Amount to the resolution of  
20 all claims for penalties under PAGA.

21 **V. RELEASE OF CLAIMS BY THE CLASS**

22 Upon the Effective Date, Plaintiff and Class Members will be deemed to have released the  
23 Released Parties of and from all of the Released Claims during the Class Period. These claims  
24 include without limitation: (1) failure to pay minimum wages, (2) failure to pay wages and  
25 overtime, (3) meal period liability under Labor Code § 226.7, (4) rest period liability under Labor  
26 Code § 226.7, (5) failure to provide itemized statements, (6) failure to reimburse expenses, (7)  
27 violation of Labor Code § 226(a), (8) violation of Labor Code § 221, (9) violation of Labor Code  
28 § 203, (10) violation of Labor Code § 227.3, (11) violation of California Business and Professions

1 Code §§ 17200, *et seq.*, and (12) violations of PAGA and all related claims for penalties. This  
2 release covers all claims pled, or that could have been pled, based on the factual allegations in the  
3 Complaint or any amendments thereto.

4 **VI. RELEASE OF CLAIMS BY PLAINTIFF**

5 In addition to the above releases applicable to the Class Members, Plaintiff also generally  
6 releases any and all claims against each of the Released Parties. This general release includes any  
7 and all claims arising from her employment relationship with Defendant, including, without  
8 limitation, claims for discrimination or harassment pursuant to Title VII of the Civil Rights Act of  
9 1964, 42 U.S.C. Section 2000 *et seq.* or the California Fair Employment and Housing Act, Cal.  
10 Gov't Code Section 12900 *et seq.* Plaintiff's releases set forth herein include a waiver of all rights  
11 under California Civil Code section 1542 which includes a release of all known and unknown  
12 claims against the Released Parties that have been alleged or could have been alleged arising out  
13 of the facts, circumstances, causes of action and primary rights alleged in the Action. Civil Code  
14 section 1542 provides:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
16 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
17 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**  
18 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**  
19 **SETTLEMENT WITH THE DEBTOR.**

20 Upon the Effective Date, Plaintiff will be deemed to have waived her rights under Civil  
21 Code section 1542 as set forth above.

22 **VII. NULLIFICATION OF THE JOINT STIPULATION**

23 If (a) the Court should for any reason fail to approve this Joint Stipulation in the form  
24 agreed to by the Parties, (b) fail to enter a judgment in the Action or (c) the judgment is reversed,  
25 modified, declared or rendered void, this Joint Stipulation will be null and void and neither this  
26 Joint Stipulation, nor any of the related negotiations or proceedings, will be of any force or effect  
27 and all Parties will stand in the same position, without prejudice, as if the Joint Stipulation had not  
28 been entered into or filed. Invalidation of any material term of this Joint Stipulation will invalidate  
this Joint Stipulation in its entirety unless the Parties subsequently agree in writing that the  
remaining provisions of the Joint Stipulation are to remain in full force and effect.

1 If the number of Class Members who submit Opt-Out Forms reaches 5%, Defendant may  
2 rescind this Joint Stipulation. If Defendant chooses to rescind this Joint Stipulation under this  
3 provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred  
4 through the date of such termination. If the Joint Stipulation is terminated for any other reason, the  
5 Parties shall each pay 50% of the Settlement Administrator's fees and costs through the date of  
6 such termination.

7 **VIII. DUTIES OF THE PARTIES**

8 A. Mutual Full Cooperation

9 The Parties agree to cooperate to accomplish and implement the terms of this Joint  
10 Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such  
11 other documents and taking such other actions as may be reasonably necessary to fulfill the terms  
12 of this Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated  
13 by this Joint Stipulation and any other efforts that may become necessary by court order, or  
14 otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable  
15 after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and  
16 their counsel, will seek to secure Preliminary Approval and Final Approval.

17 B. Duty to Support and Defend the Settlement

18 The Parties agree the settlement is fair, adequate and reasonable and will so represent to  
19 the Court. The Parties agree to abide by all terms of the Joint Stipulation in good faith, to support  
20 the Joint Stipulation fully and use their best efforts to defend this settlement from any legal  
21 challenge whether by appeal or collateral attack.

22 **IX. MISCELLANEOUS PROVISIONS**

23 A. No Media Comments or Publicity

24 If contacted by the media, the Parties and Class Counsel will merely inform them that the  
25 case has been resolved and refer them to the public filings. In addition, there shall be no publicity  
26 sought or undertaken whatsoever with regard to the Action or the terms of this Joint Stipulation.

27 B. Manner of Notice

28 Notice of the final Judgment will be posted on the Settlement Administrative

1 websites as provided in the Class Notice.

2 C. Waiver of Appeals

3 The Parties and Class Members agree to waive any appellate rights; provided, however,  
4 Plaintiff may appeal any reduction in the attorney fees and/or cost award.

5 D. No Admission of Liability

6 This Joint Stipulation is not an admission of liability by Defendant or any of the Released  
7 Parties.

8 E. Non-Disparagement

9 The Parties will not disparage or impugn any Party or any counsel to any Party.

10 F. Plaintiff and Class Counsel agree not to publicly disparage Defendant or any of the  
11 Released Parties

12 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length  
13 negotiations and it is not to be construed for or against any party for any reason.

14 G. Choice of Law

15 This Joint Stipulation is intended to and will be governed by the laws of California without  
16 regard to conflicts of law principles and the Court will retain continuing jurisdiction to enforce if  
17 necessary its material terms and contents.

18 H. Captions and Interpretations

19 Paragraph, titles or captions contained herein are inserted as a matter of convenience and  
20 for reference only and in no way define, limit, extend or describe the scope of this Joint  
21 Stipulation or any provision thereof.

22 I. Modification

23 This Joint Stipulation may not be changed, altered, or modified except in writing signed by  
24 counsel for the Parties and approved by the Court and may not be discharged except by  
25 performance under its terms or by a writing signed by the Parties.

26 J. Integration Clause

27 All prior or contemporaneous agreements, understandings, representations, and statements,  
28 whether oral or written, between the Parties are merged herein and no rights under this Joint

1 Stipulation may be waived except in writing.

2 K. Successors and Assigns

3 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their  
4 respective heirs, trustees, executors, administrators, successors and assigns.

5 L. Class Counsel Signatories

6 Because the Class Members are so numerous, the Parties agree it is impossible or  
7 impractical to have each Class Member sign this Joint Stipulation and, thus, may be executed on  
8 behalf of the Class by Class Counsel and the named Plaintiff.

9 M. Plaintiff's Waiver of Right to be Excluded or Object

10 The Plaintiff agrees not to Opt-Out of the Class or to object to any terms of this Joint  
11 Stipulation and any later request for exclusion or objection by Plaintiff will be void and of no  
12 force or effect.

13 N. Execution in Counterparts

14 This Joint Stipulation will become effective upon its execution by all of the undersigned.  
15 The Parties may execute this Joint Stipulation in counterparts and execution of counterparts will  
16 have the same force and effect as if all Parties signed the same instrument.

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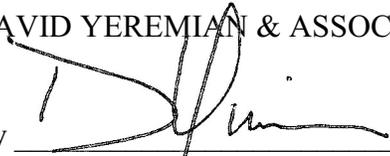
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**PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

DATED: June 20, 2019

DocuSigned by:  
*Rosemarie Williams*  
By 8413F186F7764FA...  
Plaintiff Rosemarie Williams

DATED: June 21, 2019

DAVID YEREMIAN & ASSOCIATES, INC.  
  
By \_\_\_\_\_  
David Yeremian  
Jason Rothman  
Attorneys for Plaintiff Rosemarie Williams  
and all others similarly situated

DATED: June \_\_\_\_, 2019

UNITED EMPLOYEES LAW GROUP, PC.  
  
By \_\_\_\_\_  
Walter Haines  
Attorneys for Plaintiff Rosemarie Williams  
and all others similarly situated

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**PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

DATED: June \_\_\_\_, 2019

By \_\_\_\_\_  
Plaintiff Rosemarie Williams

DATED: June \_\_\_\_, 2019

DAVID YEREMIAN & ASSOCIATES, INC.

By \_\_\_\_\_  
David Yeremian  
Jason Rothman  
Attorneys for Plaintiff Rosemarie Williams  
and all others similarly situated

DATED: June 21, 2019

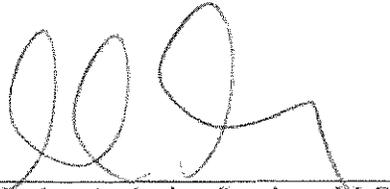
UNITED EMPLOYEES LAW GROUP, PC.

By   
Walter Haines  
Attorneys for Plaintiff Rosemarie Williams  
and all others similarly situated

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DEFENDANT AND COUNSEL FOR DEFENDANT

DATED: June 27, 2019

By   
Defendant Inclusion Services, LLC

By Israel Ibanez

DATED: June 21, 2019

JACKSON LEWIS, P.C.

By   
Robert D. Vogel  
Attorneys for Defendant, Inclusion Services,  
LLC, a California Limited Liability  
Company