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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

JUANITA VALLADARES, individually, and  
on behalf of other members of the general public  
similarly situated,

Plaintiff,

vs.

MOUNTAIN SHADOWS SUPPORT  
GROUP, a California corporation; MOUNTAIN  
SHADOWS ANCILLARY SERVICES, a  
California corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: 37-2020-00037995-CU-OE-CTL

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT AND RELEASE**

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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Juanita Valladares (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants Mountain Shadows Support Group and Mountain Shadows Ancillary Services (“Defendants”) (collectively with Plaintiff, the “Parties”).

**DEFINITIONS**

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

1. “Action” means *Valladares v. Mountain Shadows Support Group*, No. 37-2020-00037995-CU-OE-CTL (San Diego County Superior Court).
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Eight Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$833,333). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars (\$15,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC.
4. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most

1 recent mailing address and telephone number; Social Security number; dates of employment; the  
2 respective number of Workweeks that each Class Member worked during the Class Period and PAGA  
3 Period; and any other relevant information needed to calculate settlement payments.

4 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendants  
5 as non-exempt, hourly paid employees in the State of California at any time from October 22, 2016 to  
6 the earlier of (i) May 21, 2022 or (ii) date of Preliminary Approval.

7 6. “Class Period” means the period from October 22, 2016 to the earlier of (i) May 21,  
8 2022 or (ii) date of Preliminary Approval.

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

14 8. “Court” means the San Diego County Superior Court.

15 9. “Defendants” means Defendants Mountain Shadows Support Group and Mountain  
16 Shadows Ancillary Services.

17 10. “Effective Date” means the later of: (i) if no timely objections are filed, or are withdrawn  
18 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to  
19 the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final  
20 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an  
21 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests  
22 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

23 11. “Final Approval” means the date on which the Court enters an order granting final  
24 approval of the Settlement Agreement.

25 12. “Gross Settlement Amount” means the Gross Settlement Amount of Two Million Five  
26 Hundred Thousand Dollars (\$2,500,000), to be paid by Defendants in full satisfaction of all Released  
27 Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,  
28 Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement

1 Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by  
2 Plaintiff and Defendants based on the aggregation of the agreed-upon settlement value of individual  
3 claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as  
4 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to  
5 Defendants. Defendants will be separately responsible for any employer payroll taxes required by law,  
6 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross  
7 Settlement Amount.

8 13. "Individual Settlement Payment" means each Participating Class Member's and PAGA  
9 Member's respective shares of the Net Settlement Fund and PAGA Fund.

10 14. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining  
11 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the  
12 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be  
13 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to  
14 Defendants.

15 15. "Notice of Objection" means a Class Member's valid and timely written objection to the  
16 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full  
17 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection  
18 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other  
19 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear  
20 at the final fairness hearing.

21 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form  
22 attached as Exhibit A.

23 17. "PAGA Members" means all persons who worked for Defendants as non-exempt,  
24 hourly paid employees in the State of California at any time from October 22, 2019 to the earlier of (i)  
25 May 21, 2022 or (ii) date of Preliminary Approval.

26 18. "PAGA Period" means the period from October 22, 2019 to the earlier of (i) May 21,  
27 2022 or (ii) date of Preliminary Approval.

28 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to

1 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with  
2 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,  
3 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Two Hundred Thousand Dollars  
4 (\$200,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to  
5 PAGA, Seventy-Five Percent (75%), or One Hundred Fifty Thousand Dollars (\$150,000), of the PAGA  
6 Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor  
7 and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Fifty Thousand  
8 Dollars (\$50,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members,  
9 regardless whether they request to be excluded from the Settlement Class.

10 20. “Parties” means Plaintiff and Defendants collectively.

11 21. “Participating Class Members” means all Class Members who do not submit timely and  
12 valid Requests for Exclusion.

13 22. “Plaintiff” means Plaintiff Juanita Valladares.

14 23. “Preliminary Approval” means the date on which the Court enters an order granting  
15 preliminary approval of the Settlement Agreement.

16 24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of  
17 action, reasonably arising from, or related to, the same set of operative facts as those set forth in the  
18 operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims  
19 for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the  
20 failure to reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages  
21 upon termination based on the preceding claims; (vi) all claims for the failure to timely pay wages during  
22 employment based on the preceding claims; (vii) all claims for wage statement violations based on the  
23 preceding claims; and (viii) all claims asserted through California Business & Professions Code §§  
24 17200, *et seq.*

25 25. “Released PAGA Claims” means all claims for civil penalties asserted through  
26 California Labor Code §§ 2698, *et seq.*, that reasonably arise out of or are related to the Released Class  
27 Claims during the PAGA Period.

28 26. “Released Parties” means Defendants, their past or present officers, directors,

1 shareholders, employees, related entities, agents, principals, heirs, representatives, accountants, auditors,  
2 consultants, insurers and reinsurers, and their respective successors and predecessors in interest,  
3 subsidiaries, affiliates, parents and attorneys, if any.

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

10 28. "Response Deadline" means the deadline by which Class Members must postmark or  
11 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the  
12 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement  
13 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of  
14 the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a  
15 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which  
16 the U.S. Postal Service is open.

17 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement  
18 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
19 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross  
20 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
21 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,  
22 any such costs in excess of the amount represented by the Settlement Administrator as being the  
23 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of  
24 approximately 1535 Class Members, the Settlement Administration Costs are currently estimated to be  
25 Fifteen Thousand Five Hundred Dollars (\$15,500).

26 30. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action  
27 settlement administrator agreed to by the Parties and approved by the Court for the purposes of  
28 administering this Settlement. The Parties each represent that they do not have any financial interest in

1 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
2 could create a conflict of interest.

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

### 8 **TERMS OF AGREEMENT**

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

10 32. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of  
11 the Gross Settlement Amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) into a  
12 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the  
13 employer's share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will  
14 be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency  
15 Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v)  
16 Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the  
17 employer's share of payroll taxes within sixty-five (65) calendar days after the Effective Date ("Funding  
18 Date").

19 33. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or  
20 motion by Class Counsel for Attorneys' Fees and Costs of not more than Eight Hundred Thirty Three  
21 Thousand Three Hundred Thirty Three Dollars (\$833,333), plus the reimbursement of all out-of-pocket  
22 costs and expenses associated with Class Counsel's litigation and settlement of the Action (including  
23 expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both  
24 of which will be paid from the Gross Settlement Amount.

25 34. Class Representative Enhancement Payment. In exchange for a general release, and in  
26 recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendants  
27 agree not to oppose or impede any application or motion for a Class Representative Enhancement  
28 Payment of Ten Thousand Dollars (\$10,000), to Plaintiff. The Class Representative Enhancement



1 Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual  
2 Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to  
3 pay any and all applicable taxes on the Class Representative Enhancement Payment.

4 35. Settlement Administration Costs. The Settlement Administrator will be paid for the  
5 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
6 Settlement Amount, which is currently estimated to be Fifteen Thousand Five Hundred Dollars  
7 (\$15,500). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,  
8 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS  
9 Forms, distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and  
10 providing necessary reports and declarations.

11 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount  
12 of Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Amount will be designated for  
13 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or One  
14 Hundred Fifty Thousand Dollars (\$150,000), of this sum will be paid to the LWDA and Twenty-Five  
15 Percent (25%), or Fifty Thousand Dollars (\$50,000), will be paid to PAGA Members in proportion to  
16 the number of Workweeks worked during the PAGA Period.

17 37. No Right to Exclusion or Objections by Representative Action Members. Because this  
18 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a  
19 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no  
20 PAGA Member has the right to exclude himself or herself from the release of the Released PAGA  
21 Claims. The Parties also agree that no PAGA Member has the right to object to the terms of the PAGA  
22 Settlement Amount. Upon the Funding Date, all PAGA Members will be bound by the release of the  
23 Released PAGA Claims, and will receive their respective shares of the PAGA Fund.

24 38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating  
25 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

26 39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No  
27 portion of the PAGA Fund will revert to or be retained by Defendants.

28 40. Individual Settlement Payment Calculations. Individual Settlement Payments will be



1 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of  
2 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of  
3 Individual Settlement Payments will be made as follows:

4           40(a)     Payments from the Net Settlement Fund. Defendants will calculate the total  
5                             number of Workweeks worked by each Class Member during the Class  
6                             Period and the aggregate total number of Workweeks worked by all Class  
7                             Members during the Class Period. To determine each Class Member's  
8                             estimated "Individual Settlement Payment" from the Net Settlement Fund,  
9                             the Settlement Administrator will use the following formula: The Net  
10                            Settlement Fund will be divided by the aggregate total number of  
11                            Workweeks, resulting in the "Workweek Value." Each Class Member's  
12                            "Individual Settlement Payment" will be calculated by multiplying each  
13                            individual Class Member's total number of Workweeks by the Workweek  
14                            Value. The Individual Settlement Payment will be reduced by any required  
15                            deductions for each Participating Class Member as specifically set forth  
16                            herein, including employee-side tax withholdings or deductions. The entire  
17                            Net Settlement Fund will be disbursed to all Class Members who do not  
18                            submit timely and valid Requests for Exclusion. If there are any valid and  
19                            timely Requests for Exclusion, the Settlement Administrator shall  
20                            proportionately increase the Individual Settlement Payment for each  
21                            Participating Class Member according to the number of Workweeks  
22                            worked, so that the amount actually distributed to the Settlement Class  
23                            equals 100% of the Net Settlement Fund.

24           40(b)     Payments from the PAGA Fund. Defendants will calculate the total number  
25                            of Workweeks worked by each PAGA Member during the PAGA Period  
26                            and the aggregate total number of Workweeks worked by all PAGA  
27                            Members during the PAGA Period. To determine each PAGA Member's  
28                            estimated "Individual Settlement Payment," the Settlement Administrator

1 will use the following formula: The PAGA Fund will be divided by the  
2 aggregate total number of Workweeks, resulting in the “PAGA Workweek  
3 Value.” Each PAGA Member’s “Individual Settlement Payment” will be  
4 calculated by multiplying each individual PAGA Member’s total number of  
5 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will  
6 be disbursed to all PAGA Members.

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

14 42. Administration Process. The Parties agree to cooperate in the administration of the  
15 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
16 administration of the Settlement.

17 43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,  
18 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

19 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class  
20 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via  
21 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class  
22 List.

23 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
24 Administrator will perform a search based on the National Change of Address Database for information  
25 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the  
26 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly  
27 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
28 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is

1 provided, the Settlement Administrator will promptly attempt to determine the correct address using a  
2 skip-trace, or other search using the name, address and/or Social Security number of the Class Member  
3 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed  
4 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar  
5 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an  
6 objection to the Settlement.

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

16       47.     Disputed Information on Notice Packets. Class Members will have an opportunity to  
17 dispute the information provided in their Notice Packets. To the extent Class Members dispute their  
18 employment dates or the number of Workweeks on record, Class Members may produce evidence to the  
19 Settlement Administrator showing that such information is inaccurate. Defendants' records will be  
20 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the  
21 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,  
22 and will be decided within ten (10) business days after the Response Deadline.

23       48.     Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
24 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
25 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
26 receiving the defective submission to advise the Class Member that his or her submission is defective  
27 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
28 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,

1 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for  
2 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

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

8 50. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the  
9 understanding that Class Members worked a total of approximately 88,026 Workweeks during the Class  
10 Period. If the actual number of Workweeks is greater than Ten Percent (10%) of this estimate, then the  
11 Gross Settlement Amount will be increased in proportion to the increased percentage in excess of the  
12 Ten Percent (10%) threshold.

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

18 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such  
19 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,  
20 together and individually, on their behalf and on behalf of their respective heirs, executors,  
21 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
22 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

23 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or  
24 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,  
25 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,  
26 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the  
27 Released PAGA Claims during the PAGA Period.

28 54. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to

1 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or  
2 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in  
3 writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to  
4 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs  
5 incurred to the date of rescission.

6 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may  
7 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
8 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by  
9 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be  
10 deemed to have waived all objections to the Settlement and will be foreclosed from making any  
11 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the  
12 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written  
13 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class  
14 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a  
15 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for  
16 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the  
17 Class Member shall not participate in or be bound by the Settlement.

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

24 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days  
25 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class  
26 Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and  
27 (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved  
28 services performed in connection with the Settlement.

1           58.     Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
2 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for  
3 more than one hundred and eighty (180) calendar days after issuance will be tendered in equal amounts  
4 to the Riverside and San Diego chapters of Court Appointed Special Advocates for Children (“CASA”).  
5 The Parties do not have a connection to or a relationship with CASA that could reasonably create the  
6 appearance of impropriety as between the selection of CASA as the recipient of the unclaimed residuals  
7 and the interests of the class.

8           59.     Certification of Completion. Upon completion of administration of the Settlement, the  
9 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
10 Court and counsel for all Parties.

11           60.     Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
12 be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be  
13 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty (80%) will be allocated as  
14 non-wages for which IRS Forms 1099-MISC will be issued.

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

20           62.     Tax Liability. Defendants make no representation as to the tax treatment or legal effect  
21 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on  
22 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this  
23 regard.

24           63.     Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
25 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
26 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
27 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
28 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES

1 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR  
2 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED  
3 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
4 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
5 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS  
6 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
7 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
8 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
9 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
10 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
11 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
12 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
13 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
14 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER  
15 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
16 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
17 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
18 AGREEMENT.

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

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

28       66.     Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request



1 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order  
2 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary  
3 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The  
4 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as  
5 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this  
6 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed  
7 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting  
8 all documents necessary to obtain preliminary approval.

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

19         68.     Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
20 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its  
21 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of  
22 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
23 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or  
24 as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement  
25 Administrator's website.

26         69.     Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by  
27 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the  
28 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not

1 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this  
2 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the  
3 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives  
4 any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California  
5 Civil Code or similar provisions of applicable law which are as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
7 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
8 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
9 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
10 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
11 PARTY.

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

15 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
16 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
17 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
18 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
19 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
20 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
21 contradict the terms of this Settlement Agreement.

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

24 73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
28 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each

1 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
2 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
3 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
4 may seek the assistance of the Court to resolve such disagreement.

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

7 75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
8 will be governed by and interpreted according to the laws of the State of California.

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

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

19 78. Invalidity of Any Provision. Before declaring any provision of this Settlement  
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
21 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
22 valid and enforceable.

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

27 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
28 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not

1 approved, the stipulation to certification will be void. The Parties further agree that certification for  
2 purposes of the Settlement is not an admission that class action certification is proper under the standards  
3 applied to contested certification motions and that this Settlement Agreement will not be admissible in  
4 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants  
5 are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

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

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

25 84. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
26 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
27 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
28 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including

1 expert witness fees incurred in connection with any enforcement actions.

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

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

11 87. All Terms Subject to Final Court Approval. All amounts and procedures described in  
12 this Settlement Agreement herein will be subject to final Court approval.

13 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
15 Settlement Agreement.

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

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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 4/21/2022

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**DEFENDANTS**


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

WADE WILDE Mountain Shadows Support Group  
and Mountain Shadows Ancillary Services

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: April 22, 2022

By:   
Raul Perez  
Attorneys for Plaintiff Juanita Valladares

**SOLTMAN, LEVITT, FLAHERTY &  
WATTLES LLP**

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

By: \_\_\_\_\_  
Tina M. Jacquez  
Attorneys for Defendants Mountain Shadows Support  
Group and Mountain Shadows Ancillary Services

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**READ CAREFULLY BEFORE SIGNING**


**PLAINTIFF**

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

\_\_\_\_\_  
Juanita Valladares

**DEFENDANTS**

Dated: 04.21.22

  
\_\_\_\_\_  
WADE WILDE Mountain Shadows Support Group  
and Mountain Shadows Ancillary Services

**APPROVED AS TO FORM**

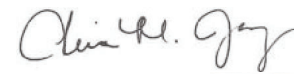
**CAPSTONE LAW APC**

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

By: \_\_\_\_\_  
Raul Perez  
Attorneys for Plaintiff Juanita Valladares

**SOLTMAN, LEVITT, FLAHERTY &  
WATTLES LLP**

Dated: April 21, 2022

  
By: \_\_\_\_\_  
Tina M. Jacquez  
Attorneys for Defendants Mountain Shadows Support  
Group and Mountain Shadows Ancillary Services



# Exhibit A

*Valladares v. Mountain Shadows Support Group*, No. 37-2020-00037995-CU-OE-CTL  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN DIEGO  
NOTICE OF CLASS ACTION SETTLEMENT

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

To: All persons who worked for Defendants Mountain Shadows Support Group and Mountain Shadows Ancillary Services (“Defendants”) as non-exempt, hourly paid employees in the State of California at any time from October 22, 2016 to [the earlier of (i) May 21, 2022 or (ii) date of Preliminary Approval] (“Class Members”).

All persons who worked for Defendants as non-exempt, hourly paid employees in the State of California at any time from October 22, 2019 to [the earlier of (i) May 21, 2022 or (ii) date of Preliminary Approval] (“PAGA Members”).

On \_\_\_\_\_, the Honorable Joel R. Wohlfeil of the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_\_\_\_:00 \_m. on \_\_\_\_\_, 2022 in Department C-73 of the San Diego County Superior Court located at 330 W Broadway, San Diego, California 92101.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

**Summary of the Litigation**

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

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 22, 2022, the parties participated in a mediation with the Hon. Carl J. West (Ret.), an experienced and well-respected class action mediator. With Judge West’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

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

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

### **Summary of The Proposed Settlement Terms**

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$2,500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Juanita Valladares for her services on behalf of the class, and for a release of all claims arising out of her employment with Defendants; (3) \$833,333 in attorneys' fees and up to \$15,000 in litigation costs and expenses; (4) a \$200,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$150,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$50,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$\_. After deducting the above payments, a total of approximately \$\_ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$50,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

**Payments from Net Settlement Fund.** Defendants will calculate the total number of Workweeks worked by each Class Member from October 22, 2016 to [the earlier of (i) May 21, 2022 or (ii) date of Preliminary Approval] ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$\_\_\_\_\_.

**Payments from PAGA Fund.** Defendants will calculate the total number of Workweeks worked by each PAGA Member from October 22, 2019 [to the earlier of (i) May 21, 2022 or (ii) date of Preliminary Approval] ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of \_\_\_\_ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$\_\_\_\_\_.

**Your Estimated Payment:** Based on the above, your estimated payment from the settlement is approximately \$\_\_\_\_\_. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_  
Fax No. \_\_\_\_\_

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

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

**Taxes on Settlement Payments.** IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

### **Your Options Under the Settlement**

#### **Option 1 – Automatically Receive a Payment from the Settlement**

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

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

**Released Class Claims:** All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to reimburse for necessary business expenses; (v) all claims for the failure to timely pay wages upon termination based on the preceding claims; (vi) all claims for the failure to timely pay wages during employment based on the preceding claims; (vii) all claims for wage statement violations based on the preceding claims; and (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

**Released PAGA Claims:** All claims for civil penalties asserted through California Labor Code §§ 2698, *et seq.*, that reasonably arise out of or are related to the Released Class Claims during the PAGA Period.

#### **Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o \_\_\_\_\_

\_\_\_\_\_

The Request for Exclusion must be postmarked or faxed not later than \_\_\_\_\_, 2022. If you submit a Request for Exclusion which is not postmarked or faxed by \_\_\_\_\_, 2022, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- You will, however, release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

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

**Option 3 – Object to the Settlement**

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

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

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

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

**Additional Information**

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

Raul Perez  
**Capstone Law APC**  
1875 Century Park E., Suite 1000  
Los Angeles, CA 90067  
Phone: 1 (888) 628-9033

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