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9 individually and on behalf of other persons similarly  
10 situated and similarly aggrieved employees

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18 GREENFIELD CARE CENTER OF FULLERTON,  
19 LLC

20 SUPERIOR COURT OF CALIFORNIA

21 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

22 ALMA G. ALVAREZ, individually and  
23 on behalf of other persons similarly  
24 situated and similarly aggrieved  
25 employees,  
26 Plaintiffs,  
27 v.

28 GREENFIELD CARE CENTER OF  
FULLERTON, LLC, an active California  
Limited Liability Company; and DOES 1  
through 10,  
Defendants.

Case No.: 30-2017-00958478-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. William D. Claster in Dept.  
CX-104]

**AMENDED STIPULATED SETTLEMENT  
AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned parties,  
subject to the approval of the Court pursuant to Section 382 of the California Code of Civil procedure  
and Rule 3.769 of the California Rules of Court, that the settlement of this captioned action shall be  
effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall  
have the meanings set forth in Section I or elsewhere in this Agreement.

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**I.**

**DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1 “Action” means the lawsuit entitled *Alma G. Alvarez, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Greenfield Care Center of Fullerton, LLC*, Orange County Superior Court Case No. 30-2017-00958478-CU-OE-CXC.

1.2 “Agreement” or “Settlement Agreement” or “Settlement” means this Amended Stipulated Settlement Agreement, including any Exhibit(s) attached hereto.

1.3 “Class List and Data Report” means a list of the names, most current mailing address and Social Security number of each Settlement Class Member, number of Workweeks Worked by each Settlement Class Member during the applicable Class Period and employment status of each Settlement Class Member as of April 13, 2020.

1.4 “Class Period” means that period from and including November 29, 2013 through April 13, 2020.

1.5 “Class Notice” or “Notice of Class Action Settlement” means the notice approved by the Court in the Order of Preliminary Approval in the form substantially similar to Exhibit 1, attached hereto. The Class Notice attached as Exhibit 1 shall be provided to Settlement Class Members. The Class Notice to Settlement Class Members will contain the respective Settlement Class Member’s individual information, such as name, address, number of Workweeks Worked during the Class Period, and the estimate amount each may receive in the Settlement. Whether or not attached hereto, the Class Notice to be sent to Settlement Class Members will include a Spanish translation.

1.6 “Complaint” or “Complaints” mean each and every Complaint filed at any time in the Action.

1.7 “Court” means the Superior Court for the County of Orange.

1.8 “Defendant” or “Greenfield” means Defendant Greenfield Care Center of Fullerton, LLC.

1                   1.9       “Defense Counsel” means: Lindbergh Porter of LITTLER MENDELSON,  
2 P.C., 333 Bush Street, 34<sup>th</sup> Floor, San Francisco, California, 94104.

3                   1.10       “Effective Date” means and refers to the date when all of the following events  
4 have occurred: (1) this Settlement Agreement has been executed by all Parties; (2) the Court has given  
5 preliminary approval to this Settlement Agreement; (3) the Class Notice has been sent to Settlement  
6 Class Members, providing them with an opportunity to object to the terms of this Settlement  
7 Agreement or to opt out of the Settlement; (4) the Court has held a formal fairness hearing and entered  
8 a final Order and Judgment certifying the Settlement Class, and approving this Settlement Agreement;  
9 (5) ten (10) calendar days have passed since the Court has entered a Final Approval Order and  
10 Judgment certifying the Settlement Class, and approving the Stipulation of Settlement and (6) in the  
11 event there are written objections filed prior to the final fairness hearing which are not later withdrawn  
12 or denied, the later of the following events: five (5) business days after the period for filing any appeal,  
13 writ or other appellate proceeding opposing the Court’s final Order approving the Settlement has  
14 elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal,  
15 writ or other appellate proceeding opposing the Court’s final Order approving the Settlement has been  
16 filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the  
17 Settlement has been finally and conclusively dismissed with no right to pursue further remedies or  
18 relief.

19                   1.11       “Net Settlement Amount” means the portion of the Settlement Amount  
20 available for distribution to Participating Settlement Class Members under this Agreement after  
21 payment of (1) the attorneys’ fees and costs award to be paid to Settlement Class Counsel; (2) the  
22 service payment to Plaintiff; (3) all payments to or withholdings for governmental authorities for the  
23 employee portion of any payroll taxes or other required taxes or withholdings; (4) all payments to the  
24 California Labor Workforce Development Agency (“LWDA”) for PAGA penalties; and (5) all costs  
25 and fees incurred by and awarded to the Settlement Administrator. One hundred percent (100%) of  
26 the Net Settlement Amount, less tax withholdings on the portion characterized as wages, shall be  
27 distributed to Participating Settlement Class Members with no reversion to Defendant.

28                   1.12       “Participating Settlement Class Member” means a Settlement Class Member

1 who has not timely opted-out of the Settlement.

2 1.13 “Parties” means Defendant and Plaintiff.

3 1.14 “Plaintiff” means named Plaintiff Alma G. Alvarez.

4 1.15 “Released Claims” means: Any and all claims, debts, liabilities, demands,  
5 obligations, guarantees, liens, promises, penalties, costs, expenses, interest, restitution, Attorneys’  
6 Fees and Costs, losses, damages, liquidated damages, punitive damages, equitable relief, complaints,  
7 actions or causes of action of whatever kind or nature, whether known or unknown, contingent or  
8 accrued, against Defendants or the Released Parties or any of them, under any state, municipal or  
9 federal law, statute, ordinance, regulation, order or common law principle or theory that (a) were  
10 brought in the Action; or (b) that arise out of the facts alleged in the First Amended Complaint and/or  
11 that could have been pled based on the factual allegations in the First Amended Complaint, including  
12 by way of example but not limitation claims for: failure to pay wages; failure to provide meal periods;  
13 failure to provide paid rest periods; failure to timely pay wages at termination/separation; failure to  
14 provide accurate wage statements; failure to reimburse business expenses; unfair competition; and  
15 PAGA claims for civil penalties due to Labor Code violations by Defendants from November 29, 2013  
16 through April 13, 2020; and all causes of action alleged in the Action.

17 1.16 “Released Parties” means Defendant, including each of Defendant’s respective  
18 past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees,  
19 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent  
20 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

21 1.17 “Settlement Administrator” means CPT Group, Inc.

22 1.18 “Settlement Amount” means and refers to the maximum amount of money  
23 Defendant will be required to pay pursuant to this Agreement. The Settlement Amount is Two Hundred  
24 Thirty Five Thousand Dollars and No Cents (\$235,000.00). The Settlement Amount shall be inclusive  
25 of: (1) all payments to Participating Settlement Class Members; (2) the attorneys’ fees and costs award  
26 to be paid to Settlement Class Counsel; (3) the service award to Plaintiff; (4) all payments to or  
27 withholdings for governmental authorities for the employee portion of any payroll taxes or other  
28 required taxes or withholdings; (5) all payments to the LWDA for PAGA penalties; and (6) all costs

1 and fees incurred by and awarded to the Settlement Administrator. In addition to the Settlement  
2 Amount, Defendant shall also be responsible for employer taxes, including the employer FICA, FUTA  
3 and SDI contribution, on the wage portion of the Settlement paid to Participating Settlement Class  
4 Members. Defendant has represented that the Settlement Class consisted of approximately 325  
5 individuals as of December 4, 2019. If the actual size of the Settlement Class increases by ten percent  
6 (10%), then the Settlement Amount shall increase on a proportional basis. Except as so provided, the  
7 parties agree, covenant and represent that Defendant shall be required to pay no more than the  
8 Settlement Amount of \$235,000.00 plus employer taxes as described above.

9 1.19 “Settlement Class” and “Settlement Class Members” means shall refer to the  
10 following: All current and former hourly, non-exempt employees of Defendant in California at any  
11 time from November 29, 2013 through April 13, 2020.

12 1.20 “Settlement Class Counsel” means the following:

13 Zorik Mooradian  
14 Haik Hacopian  
15 Mooradian Law, APC  
16 24007 Ventura Blvd., Suite 210  
17 Calabasas, California 91302  
18 Telephone: (818) 487-1998  
19 Facsimile: (888) 783-1030

20 1.21 “Individual Settlement Payment” means the proportional share of the Net  
21 Settlement Amount to be paid to a Participating Class Member, as calculated by the Settlement  
22 Administrator according to the terms of this Agreement.

23 1.22 “Workweek Worked” means any calendar week during the applicable Class  
24 Period in which a Settlement Class Member performed any work, as reflected in Defendant’s time and  
25 payroll records.

26 1.23 “Opt-Out Form” means the Opt-Out Form approved by the Court in the Order  
27 of Preliminary Approval in the form substantially similar to Exhibit 2, attached hereto. The Opt-Out  
28 Form attached as Exhibit 2 shall be provided to Settlement Class Members to facilitate exclusion from  
the Settlement. Whether or not attached hereto, the Opt-Out Form to be sent to Settlement Class

1 Members will include a Spanish translation.

2  
3 1.24 “Workweek Dispute Form” means the Workweek Dispute Form approved by  
4 the Court in the Order of Preliminary Approval in the form substantially similar to Exhibit 3, attached  
5 hereto. The Workweek Dispute Form attached as Exhibit 3 shall be provided to Settlement Class  
6 Members to facilitate correction of workweeks attributable to a Settlement Class Member. Whether or  
7 not attached hereto, the Workweek Dispute Form to be sent to Settlement Class Members will include  
8 a Spanish translation.

9 **II.**

10 **RECITALS**

11  
12 2.1 On November 29, 2017, Plaintiff Alma G. Alvarez filed a class action complaint  
13 against Defendant Greenfield Care Center of Fullerton, LLC, individually and on behalf of other  
14 persons similarly situated described as “All of Defendants’ current and former non-exempt employees  
15 in California, during the four years before the filing of the Complaint through the time of trial.” That  
16 lawsuit is *Alma G. Alvarez v. Greenfield Care Center of Fullerton, LLC*, Superior Court of the State  
17 of California in and for the County of Orange, Case No. 30-2017-00958478-CU-OE-CXC. The class  
18 action complaint asserts the following causes of action: (1) Failure to Pay Wages; (2) Failure to  
19 Provide Meal Periods; (3) Failure to Provide Paid Rest Periods; (4) Failure to Timely Pay Wages at  
20 Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Reimburse  
21 Business Expenses; and (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200,  
22 et seq. On February 13, 2018, Plaintiff filed the operative First Amended Complaint which added a  
23 representative cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”).  
24 On August 3, 2018, Defendant filed its answer to the First Amended Complaint.

25 2.2 On January 13, 2020, Plaintiff Alma G. Alvarez and Defendant participated in  
26 a full-day mediation before Hon. Margaret Nagle (ret.). After extensive negotiations, the Parties were  
27 able to reach a settlement in principle of the Action on that date, subject to the filing of a preliminary  
28 approval motion in a separate action involving a related entity defendant. Upon the filing of the noted

1 motion, the Parties finalized their Settlement, the terms of which are set forth herein.

2           2.3     Proceedings. This Action has been vigorously litigated between the Parties,  
3 including formal and informal discovery and production of documents and electronic records for  
4 Plaintiff and the putative class. The Parties specifically and mutually intend to settle the claims for all  
5 theories of liability alleged in the foregoing Action with respect to the Settlement Class herein. No  
6 class has been certified in the Action.

7           2.4     Reasons for Settlement. Plaintiff and Settlement Class Counsel have concluded,  
8 after taking into account disputed factual and legal issues involved in the Action, the risks attending  
9 further prosecution, the financial condition of Defendant, and the benefits received and to be received  
10 pursuant to the compromise and settlement of the Action, that settlement on the terms hereinafter set  
11 forth is in the best interest of Plaintiff and the Settlement Class. Defendant and Defense Counsel have  
12 concluded, after taking into account the disputed factual and legal issues involved in the Action, the  
13 risks attending further defense and litigation, the substantial expense and burden of protracted  
14 litigation, and their desire to put the controversy to rest, that settlement on the terms hereinafter set  
15 forth is in the best interest of Defendant.

16           2.5     Defendant's Denial of Wrongdoing. Defendant has denied and continues to  
17 deny each of the claims and contentions alleged by Plaintiff in the Action. Defendant has repeatedly  
18 asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any  
19 wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither  
20 this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry  
21 out this Agreement, is, may be construed as, or may be used as an admission, concession or indication  
22 by or against Defendant of any fault, wrongdoing or liability whatsoever. The Settling Parties  
23 understand and agree that this Settlement Agreement is the result of a good faith compromise  
24 settlement of disputed claims, and Defendant enters into this agreement solely to resolve disputed  
25 matters. No part of this Settlement Agreement or any conduct or written or oral statements made in  
26 connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally  
27 approved and/or consummated, may be offered as or construed to be an admission or concession of  
28 any kind by Defendant or any of the Releasing or Released Parties or anyone else. In particular, but





1 in this Action. The Parties hereby consent and agree, solely for purposes of the Settlement set forth  
2 in this Agreement, to the conditional certification of the Settlement Class, to the conditional  
3 appointment of Settlement Class Counsel, and to the conditional approval of the Representative  
4 Plaintiff Alma G. Alvarez.

5           3.4     Contingent Nature of the Settlement. The agreement to conditionally certify the  
6 Settlement Class is contingent upon final approval of this Agreement by the Court and is made for  
7 settlement purposes only. If the Settlement fails to be approved or otherwise fails to be consummated  
8 for any reason whatsoever, including but not limited to the Judgment not becoming final, then the  
9 Parties retain all rights previously available to them, and any provisional certification of any class, or  
10 the adoption of any procedure herein, shall be undone and the Parties restored to their pre-settlement  
11 status as if no settlement had been reached and no decisions were made pursuant to it, except as  
12 otherwise expressly provided herein. In that event, no evidence presented or statement made as part  
13 of this Settlement, including the Class Notice, shall be admissible in subsequent proceedings to support  
14 or oppose class certification by either side.

15           3.5     Settlement Amount. Subject to entry of a Final Approval order by the Court and  
16 the additional conditions specified in this Agreement, and in consideration of the mutual covenants  
17 and promises set forth herein, Defendant agrees to make a payment under this Agreement totaling Two  
18 Hundred Thirty Five Thousand Dollars and No Cents (\$235,000.00) (the “Settlement Amount”) in full  
19 and final settlement of this matter and the Released Claims. Defendant shall also pay employer taxes  
20 on the wage portion of the Individual Settlement Payments made to Participating Class Members. In  
21 no event shall Defendant be required to pay any amount above the Settlement Amount and employer  
22 taxes except as otherwise set forth herein.

23           3.6     Attorneys’ Fees and Cost Award. Defendant agrees not to oppose or impede  
24 any application or motion by Settlement Class Counsel for attorneys’ fees not in excess of Eighty Two  
25 Thousand Two Hundred Fifty Dollars and Zero Cents (\$82,250.00), or 35 percent of the Settlement  
26 Amount. Defendant further agrees not to oppose any application or motion by Settlement Class  
27 Counsel for the reimbursement of any costs associated with Settlement Class Counsel’s prosecution  
28 of this Action not in excess of Twelve Thousand Dollars (\$12,000.00). Any amount awarded for costs

1 to Settlement Class Counsel less than \$12,000.00 will result in the non-awarded amount of costs being  
2 distributed to Participating Settlement Class Members in this matter in a proportionate basis to the  
3 amount of their Individual Settlement Payment. Any amount awarded for attorneys' fees to Settlement  
4 Class Counsel of less than \$82,250.00 will result in the non-awarded amounts of attorneys' fees being  
5 distributed to Participating Settlement Class Members in this matter in a proportionate basis to the  
6 amount of their Individual Settlement Payment unless Settlement Class Counsel appeals the attorneys'  
7 fee award. To the extent that the Settlement Amount increases, the attorneys' fees awarded under this  
8 paragraph shall proportionately increase. The attorneys' fees can be appealed by Settlement Class  
9 Counsel without affecting the remainder of this Agreement. If an appeal on a reduced attorney fee  
10 award is taken and is unsuccessful or only partially successful, each Participating Settlement Class  
11 member shall be entitled to receive a second distribution of the difference between the amount  
12 requested and the amount awarded, which second distribution shall be distributed on a proportionate  
13 basis to the amount of each Participating Settlement Class Member's Individual Settlement Payment  
14 within thirty (30) days of a final ruling on the appeal. Settlement Class Counsel will be responsible  
15 for any second distribution, if necessary. Settlement Class Counsel shall be solely and legally  
16 responsible to pay all applicable taxes on the payment(s) made pursuant to this Paragraph. Forms 1099  
17 – MISC, Box 14 shall be provided to Settlement Class Counsel for the payments made pursuant to this  
18 Paragraph.

19           3.7     Settlement Administrator. The Settlement Administrator shall be paid for the  
20 costs of administration of the settlement from the Settlement Amount. The estimate of such costs of  
21 administration is Ten Thousand Dollars (\$10,000.00) and which is based on 360 Settlement Class  
22 Members. Any amount awarded for costs of administration to the Settlement Administrator less than  
23 \$10,000.00 will result in the non-awarded amount to be awarded to Participating Settlement Class  
24 Members in this matter on a proportionate basis to the amount of their Individual Settlement Payment.  
25 This estimate includes the required tax reporting on the settlement amounts, including but not limited  
26 to the issuing of W2 and 1099 forms (if any), as well as calculation of employee withholding taxes  
27 and the employer payroll taxes for Defendant to be remitted to the tax authorities by the Settlement  
28 Administrator. A Form 1099 – MISC, Box 7 shall be issued to the Settlement Administrator.

1           3.8     Service Award. Subject to Court approval, in exchange for the release of all  
2 Released Claims, a General Release of all claims, and for her time and effort in bringing and  
3 prosecuting this matter, Plaintiff Alvarez shall be paid up to a total of Seven Thousand Dollars and No  
4 Cents (\$7,000.00), or such other distribution or lower amount as the Court may order. The Parties  
5 agree that a decision by the Court to award Plaintiff Alvarez an amount less than the amount stated  
6 above shall not be a basis for Plaintiff Alvarez or Settlement Class Counsel to void this Agreement.  
7 The Settlement Administrator shall issue a Form 1099 – MISC, Box 3 for the service award. Any  
8 amount awarded for the service award to Plaintiff Alvarez less than \$7,000.00 will result in the non-  
9 awarded funds to be awarded to Participating Settlement Class Members in this matter in a  
10 proportionate basis to the amount of their Individual Settlement Payment. Plaintiff Alvarez shall be  
11 solely and legally responsible to pay any and all applicable taxes on her payment and shall hold  
12 harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the  
13 payment. This service award shall be in addition to Plaintiff Alvarez’s share of the Settlement Amount  
14 as a Settlement Class Member.

15           3.9     PAGA Payment. The total amount of the Settlement Amount allocated to  
16 PAGA claims being settled by this Agreement shall be Eight Thousand Dollars and No Cents  
17 (\$8,000.00). Of this amount, Six Thousand Dollars and No Cents (\$6,000.00) shall be paid to the  
18 LWDA as part of this Settlement. This PAGA Payment is made pursuant to PAGA’s penalty  
19 provisions. The balance of Two Thousand Dollars and No Cents (\$2,000.00) shall be included in the  
20 Net Settlement Amount for distribution to Settlement Class Members who were employed at anytime  
21 from December 6, 2016 to April 13, 2020 (“PAGA Period”). The sum attributable to each Settlement  
22 Class Member shall be allocated based on the proportionate number of semi-monthly pay periods  
23 worked by the individual Settlement Class Member during the PAGA Period relative to the total  
24 number of pay periods worked by Settlement Class Members during the PAGA Period. Settlement  
25 Class Members who are entitled to a PAGA share and who exclude themselves from the Settlement  
26 will still be paid their PAGA share under this paragraph.

27           3.10    Tax Liability. Defendant makes no representations as to the tax treatment or  
28 legal effect of the payments called for hereunder, and Plaintiff is not relying on any statement or

1 representation by Defendant in this regard. Plaintiff understands and agrees that Plaintiff will be solely  
2 responsible for the payment of any taxes and penalties assessed on the payments described herein.

3  
4 **IV.**

5 **SETTLEMENT PROCEDURES**

6 4.1 Preliminary Settlement Hearing. Plaintiff shall file a motion for preliminary  
7 approval of the proposed Settlement and setting a date for a Final Approval Hearing. In conjunction  
8 with the hearing on the motion for preliminary approval of the Settlement, Plaintiff will submit this  
9 Amended Stipulated Settlement Agreement and the attached Notice, and a preliminary approval order  
10 which sets forth the terms of this Settlement Agreement. The Order shall provide for Notice of the  
11 Settlement and related matters to be sent to Settlement Class Members as specified herein.

12 4.2 Settlement Administration/Management. This Settlement shall be managed and  
13 administered as follows:

- 14 a. CPT Group, Inc. shall be retained to serve as Settlement Administrator. The Parties  
15 each represent they do not have any financial interest in the Settlement  
16 Administrator or otherwise have a relationship with the Settlement Administrator  
17 that could create a conflict of interest.
- 18 b. Defendant will diligently and in good faith compile and provide to the Settlement  
19 Administrator the Class List and Data Report within fourteen (14) calendar days of  
20 Preliminary Approval of the Settlement. The report shall be provided to the  
21 Settlement Administrator in a computer-readable format.
- 22 c. Within fourteen (14) calendar days of receipt of the Class List and Data Report, the  
23 Settlement Administrator shall determine the approximate amount of each  
24 Settlement Class Member's Individual Settlement Amount and will prepare and  
25 mail the appropriate Class Notice to each Settlement Class Member.
- 26 d. All Settlement Class Members who do not timely opt-out of the Settlement will  
27 receive Individual Settlement Payments as Participating Settlement Class Members  
28 without having to submit any claim.

- 1 e. Ten (10) business days following the expiration of the period to opt-out or submit  
2 objections, the Settlement Administrator shall provide Defendant and Settlement  
3 Class Counsel a report showing: (i) the names and number of Settlement Class  
4 Members who have objected to the Settlement; (ii) the names of the Settlement  
5 Class Members who have opted out of the Settlement; (iii) the names of each  
6 Participating Settlement Class Member and the Individual Settlement Amount for  
7 each Participating Settlement Class Member; and (iv) the total amount of employer-  
8 side taxes on the Wage Component of the Participating Settlement Class Members'  
9 Individual Settlement Payments.
- 10 f. The Parties agree to cooperate in the settlement administration process and to make  
11 all reasonable efforts to control and minimize the costs and expenses incurred in  
12 administration of the Settlement.
- 13 g. The Settlement Administrator shall be responsible for: calculating the approximate  
14 amount of the Individual Settlement Amount for each Settlement Class Member;  
15 printing and mailing the Class Notice to Settlement Class Members; resolving  
16 Settlement Class Member disputes regarding the number of Workweeks Worked  
17 by the Settlement Class Member during the applicable Class Period; receiving and  
18 reporting the objections, Requests for Exclusion submitted by Settlement Class  
19 Members; notifying Defendant of the total amount to be paid to fully fund the  
20 Settlement; calculating, preparing and mailing Individual Settlement Payments to  
21 Participating Settlement Class Members; distributing the Attorney's Fees and Costs  
22 Award, PAGA Payment and service award to Plaintiff Alvarez; creating all required  
23 tax and reporting forms and remitting appropriate monies to the taxing authorities;  
24 and otherwise performing all tasks required to properly administer the Settlement.  
25 The Settlement Administrator shall keep Defendant's Counsel and Settlement Class  
26 Counsel timely apprised of the performance of all Settlement Administrator  
27 responsibilities.
- 28 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and

1 obligation to make payments, credits and disbursements, including payments and  
2 credits in the manner set forth herein, to Participating Settlement Class Members  
3 and taxing authorities calculated in accordance with the methodology set out in this  
4 Agreement and orders of the Court.

- 5 i. Any tax return filing required in conjunction with the payments to be made pursuant  
6 to this Agreement shall be made by the Settlement Administrator. Any expenses  
7 incurred in connection with such filing shall be a cost of administration of the  
8 Settlement.
- 9 j. No person shall have any claim against Defendant or Defendant's Counsel, Plaintiff  
10 Alvarez, Settlement Class Members, the Settlement Class, Settlement Class  
11 Counsel or the Settlement Administrator based on distributions and payments made  
12 in accordance with this Agreement.

13 4.3 Calculation of Individual Settlement Amounts. To determine the Individual  
14 Settlement Amount to be included in the Class Notice sent to Settlement Class Members, the  
15 Settlement Administrator will:

- 16 a. Determine the total number of Workweeks Worked by the Settlement Class during  
17 the Class Period as provided in the Class List and Data Report, including the  
18 additional Workweeks Worked generated by subsection (c) below.
- 19 b. Divide the Net Settlement Amount less Two Thousand Dollars (\$2,000) by the  
20 total number of Workweeks Worked by the Settlement Class and the additional  
21 Workweeks Worked generated by subsection (c) below to determine the Per  
22 Workweek Settlement Amount. The Per Workweek Settlement Amount shall then  
23 be multiplied by the number of Workweeks Worked by each Settlement Class  
24 Member during the applicable Class Period to determine each Settlement Class  
25 Member's Individual Settlement Amount. All Settlement Class Members will be  
26 entitled to payment for at least one (1) workweek.
- 27 c. Settlement Class Members whose employment has ended during the Class Period  
28

1 will be allocated an additional 0.25 Workweeks Worked for each Workweek  
2 Worked, up to a maximum of 6 additional Workweeks Worked credit to  
3 compensate them for their waiting time penalty claims.

4 4.4 Notice to Settlement Class Members. Notice of the Settlement shall be  
5 provided to all Settlement Class Members using the following procedures:

6 a. Notice By First-Class Mail. Within fifteen (15) calendar days after receipt of  
7 the Class List and Data Report, the Settlement Administrator shall mail the  
8 Class Notice to the Settlement Class Members via first-class regular U.S. mail.  
9 Class Notice to Settlement Class Members shall substantially be in the form  
10 attached hereto as Exhibit 1. Prior to mailing, the Settlement Administrator  
11 will perform a search based on the National Change of Address Database  
12 information to update and correct for any known or identifiable address  
13 changes. If a new address is obtained by way of a returned Notice, then the  
14 Settlement Administrator shall promptly forward the original Class Notice and  
15 to the updated address via first-class regular U.S. mail indicating on the original  
16 Class Notice packet the date of such re-mailing.

17 b. Opt Out/Objection Deadline Date. Settlement Class Members will have Sixty  
18 (60) days from the mailing of the Class Notice to submit a Request for  
19 Exclusion or object to the Settlement.

20 c. Disputes Regarding Individual Settlement Amounts. The Parties agree that if  
21 any Class Member disputes the number of Workweeks Worked attributed to  
22 him or her during the applicable Class Period, absent clear evidence submitted  
23 by the Settlement Class Member establishing otherwise, Defendant's records  
24 shall presumptively control. The Parties further agree that any dispute shall be  
25 resolved by the Settlement Administrator with the assistance of Settlement  
26 Class Counsel and Defense Counsel. The Settlement Administrator's decision  
27 shall be final. Class Members shall have Thirty (30) days from the mailing of  
28 the Class Notice to submit their dispute under this paragraph, inclusive of all

1 documentation that they wish to have considered.

2 d. Procedure for Undeliverable Notices. Any Notice returned to the Settlement  
3 Administrator as non-delivered on or before the expiration of the Opt Out and  
4 Objections Deadline Date shall be sent to the forwarding address affixed thereto  
5 within five (5) business days. If no forwarding address is provided, then the  
6 Settlement Administrator shall promptly attempt to determine a correct address  
7 using a single skip-trace, computer or other search using the name, address  
8 and/or Social Security number of the individual involved, and shall then  
9 perform a single re-mailing within five (5) business days. Those Settlement  
10 Class Members that receive a re-mailed Class Notice shall have their deadline  
11 for submitting an opt-out, objection, or disputes regarding Individual  
12 Settlement Amounts to the Settlement extended by seven (7) calendar days  
13 from the post mark date of re-mailing. In the event the procedures in this  
14 Paragraph are followed and the intended recipient of a Class Notice still does  
15 not receive the Notice, the Settlement Class Member shall be bound by all terms  
16 of the Settlement and any final order entered by the Court if the Settlement is  
17 approved by the Court.

18 4.5 Procedure for Requesting Exclusion (“Opt Out”) from the Class Action  
19 Settlement. The Class Notice shall inform all Settlement Class Members that they may exclude  
20 themselves from the Settlement.

21 a. Requesting Exclusion. If a Settlement Class Member elects to exclude  
22 herself/himself from the Settlement (“opt out”), the Settlement Class Member  
23 must submit a written Request for Exclusion requesting exclusion from the  
24 Action on or before the expiration of the Opt Out Period (60 days after the date  
25 that the Class Notice is mailed). Such Request for Exclusion must contain the  
26 name, address, telephone number, and the last four digits of the Social Security  
27 number of the person requesting exclusion. The Request for Exclusion must be  
28 returned to the Settlement Administrator as instructed in the Class Notice and



1 must be postmarked on or before the date specified in the Class Notice. The  
2 date of the postmark on the return mailing envelope shall be the exclusive  
3 means used to determine whether a Request for Exclusion has been timely  
4 submitted.

5 b. No Solicitation of Opt-Outs. At no time shall any of the Parties or their counsel  
6 seek to solicit or otherwise encourage Settlement Class Members to opt out of  
7 the Settlement.

8 c. Effect of Exclusion. Any Settlement Class Member who requests exclusion  
9 from the Settlement by timely submitting a valid Request for Exclusion will not  
10 be entitled to an Individual Settlement Payment, will no longer be a Settlement  
11 Class Member and will not be bound by the Agreement or have any right to  
12 object, appeal or comment thereon. Settlement Class Members who fail to  
13 submit a valid and timely Request for Exclusion on or before the expiration of  
14 the Opt Out Period shall be bound by all terms of the Agreement and the Final  
15 Approval Order and/or Order and Final Judgment.

16 4.6 Procedure for Objecting to the Class Action Settlement. Any Settlement Class  
17 Member wishing to object to the Settlement must submit an objection to the Settlement using the  
18 following procedures:

19 a. Procedure for Objecting. The Class Notice shall provide that those Settlement  
20 Class Members who wish to object to the Settlement must mail a written  
21 statement of objection (“Notice of Objection”) to the Settlement Administrator  
22 no later than the deadline to opt out or object. Settlement Class Members who  
23 timely opt out of the Settlement cannot submit an objection to the Settlement.  
24 The postmark date of the mailing shall be deemed the exclusive means for  
25 determining that a Notice of Objection is timely. Only Settlement Class  
26 Members who do not opt out of the Settlement may object to the Settlement.  
27 The written objection must include the Settlement Class Member’s name,  
28 address and phone number and the name of this case. Settlement Class

1 Members who do not opt out of the Settlement and who submit a timely Notice  
2 of Objection may, at their option, include with their objection any legal briefs,  
3 papers or memoranda the objecting Settlement Class Member wishes to submit  
4 to the Court, or file such legal briefs, papers or memoranda directly with the  
5 Court no later than fifteen (15) days prior to the Final Approval Hearing. The  
6 Settlement Administrator shall send all objections by .pdf to counsel for  
7 Defendant and Class Counsel, and also include the objections in its declaration  
8 which is to be submitted to the Court in support of final approval of the  
9 Settlement. Settlement Class Members who fail to submit a timely Notice of  
10 Objection to the Settlement Administrator shall be deemed to have waived any  
11 objections and shall be foreclosed from making any objection to the Settlement  
12 Agreement.

13 b. Copies of Objections to the Parties. No later than ten (10) business days after  
14 the deadline to opt out or object, the Settlement Administrator shall provide  
15 electronically to counsel for the Parties with complete copies of each Notice of  
16 Objection received, including the postmark dates for each Notice, and any legal  
17 briefs, papers or memoranda in support of objections received by the Settlement  
18 Administrator.

19 c. No Solicitation of Objections. The Parties agree to use their best efforts to carry  
20 out the terms of this Settlement. At no time shall any of the Parties or their  
21 counsel seek to solicit or otherwise encourage Settlement Class Members to  
22 submit written objections to the Settlement or appeal from the final order and/or  
23 judgment.

24 d. Settlement Class Members who object to the Settlement shall be conclusively  
25 bound by the Release contained in this Agreement.

26 4.7 Failure to Respond to the Notice. Any Settlement Class Member who does not  
27 request to be excluded from the Settlement shall continue to be a Settlement Class Member and be  
28 conclusively bound by the Release contained in this Agreement and shall be entitled to his or her

1 Individual Settlement Payment.

2           4.8    Procedure for Payment of Individual Settlement Payments: All Settlement  
3 Class Members who do not timely opt out of the Settlement will receive an Individual Settlement  
4 Payment, to be distributed through the Settlement Administrator pursuant to Section 4.13 below.  
5 Individual Settlement Payments for Participating Settlement Class Members shall be paid pursuant to  
6 the settlement formula set forth herein. Should any question arise regarding the determination of  
7 eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this  
8 Agreement, Settlement Class Counsel and Defendant’s Counsel shall meet and confer in an attempt to  
9 reach agreement. If they cannot agree, the Settlement Administrator shall make the final  
10 determination, and that determination shall be conclusive, final and binding on all Parties, including  
11 all Settlement Class Members.

12           4.9    Calculation of Individual Settlement Payments. The Individual Settlement  
13 Payment to each Participating Class Member shall be determined by the Settlement Administrator as  
14 follows:

- 15           a. Only Participating Settlement Class Members shall be entitled to payment  
16           under the Settlement. Participating Settlement Class Members shall be entitled  
17           to the payment of the Individual Settlement Amount calculated as set forth  
18           above in Paragraph 4.3. Any portion of the Net Settlement Amount not payable  
19           to Settlement Class Members shall be distributed to Participating Settlement  
20           Class Members on a proportional basis determined by the number of  
21           Workweeks Worked by each Participating Settlement Class Member, including  
22           Workweeks Worked enhancements. The total payout to each Participating  
23           Settlement Class Member shall be known as the Individual Settlement Payment.
- 24           b. Twenty Percent (20%) of each Participating Settlement Class Member’s  
25           Individual Settlement Payment shall be apportioned to wages (“Wage  
26           Component”). The Wage Component shall be reduced by any required legal  
27           deductions for each Participating Settlement Class Member. Standard employee  
28           payroll deductions shall be made for state and federal withholding taxes and

1 any other applicable payroll deductions owed by the Participating Settlement  
2 Class Members as a result of the Wage Component. The Settlement  
3 Administrator will issue a check and W-2 Form to each Participating Settlement  
4 Class Member for the Net Wage Component.

5 c. Eighty Percent (80%) of each Participating Settlement Class Member's  
6 Individual Settlement Payment shall be apportioned to interest and penalties.  
7 No withholding shall be made on the interest and penalty portion of the  
8 Individual Settlement Payment. The Settlement Administrator will issue a  
9 second check and IRS Form 1099 for the interest and penalty component paid  
10 to each Participating Settlement Class Member.

11 d. The Settlement Administrator shall be responsible for issuing the payments and  
12 calculating and withholding all required state and federal taxes.

13 e. Defendant will be responsible for paying all employer tax liabilities on the  
14 Wage Component separate and apart from the Settlement Amount which shall  
15 be conclusively determined upon final approval once the final number of  
16 Participating Class Members and Individual Settlement Payment Amounts are  
17 known.

18 f. Defendant makes no representation as to the tax treatment or legal effect of the  
19 payments called for hereunder, and the Class Representative and Class  
20 Members are not relying on any statement, representation, or calculation by  
21 Defendant or by the Settlement Administrator in this regard. The Class  
22 Representative and Class Members understand and agree that except for  
23 Defendant's payment of the employer's portion of any employment and payroll  
24 taxes and contributions, they will be solely responsible for the payment of any  
25 taxes and penalties assessed on the payments described herein and will defend,  
26 indemnify, and hold Defendant free and harmless from and against any claims  
27 resulting from treatment of such payments as non-taxable damages.

28 g. Participating Settlement Class Members shall be conclusively bound by the

1 Release contained in this Agreement.

2  
3 4.10 Nullification of Settlement Agreement. In the event: (i) the Court does not enter  
4 the Preliminary Approval Order specified herein; (ii) the Court does not finally approve the Settlement  
5 as provided herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes  
6 final as a result of the occurrence of the Effective Date; (iv) the Settlement or Final Judgment is  
7 reversed on appeal; (v) the Effective Date does not occur; or (vi) the Settlement does not become final  
8 for any other reason, this Settlement Agreement shall be null and void, any order or judgment entered  
9 by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the  
10 stipulations and recitals contained herein shall be of no force or effect, and shall not be treated as an  
11 admission by any parties or their Counsel. In such a case, the Parties shall be returned to their  
12 respective statuses as of the date and time immediately prior to the execution of this Agreement, and  
13 the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except  
14 that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

15 4.11 Final Approval Hearing and Entry of Final Judgment. At least thirty (30)  
16 business days after expiration of the Opt-Out/Objection Period, the Final Approval Hearing shall be  
17 conducted to determine final approval of the Settlement along with the amount properly payable for  
18 (i) the attorney's fees and costs award, (ii) any service award for Plaintiff Alvarez, and (iii) settlement  
19 administration costs. In advance of said hearing, Settlement Class Counsel shall timely file and serve  
20 their motion seeking final approval of the Settlement, an award of attorneys' fees and costs consistent  
21 with the terms of this Agreement, and service award for Plaintiff Alvarez. Upon final approval of the  
22 Settlement by the Court the Parties shall present a final judgment to the Court for its approval. After  
23 entry of the final judgment, the Court shall have continuing jurisdiction solely for purposes of  
24 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
25 administration matters, and (iii) such post-Final Judgment matters as may be appropriate under court  
26 rules or as set forth in this Agreement.

27 4.12 Creation of the Qualified Settlement Fund and Administration of the  
28 Settlement. Within fifteen (15) days after the Effective Date, Defendant shall deliver the Settlement

1 Amount to the Settlement Administrator who shall deposit said funds into a Qualified Settlement Fund  
2 created by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1  
3 (“QSF”). All payments that Defendant is required to make pursuant to the Settlement Agreement shall  
4 be made from this Fund. Payments from the Qualified Settlement Fund shall be made for (1) any  
5 service award to Plaintiff Alvarez, as specified in this Agreement and approved by the Court; (2) the  
6 attorneys’ fees and costs award paid to Settlement Class Counsel, as specified in this Agreement and  
7 approved by the Court; (3) the Settlement Administration Costs, as specified in this Agreement and  
8 approved by the Court; (4) the amount allocated to the LWDA for its portion of the PAGA Payment;  
9 (5) all payments to Participating Settlement Class Members; and (6) payment of both the employee  
10 and employer portions of tax withholdings on the portions of the Net Settlement Amount characterized  
11 as wages.

12           4.13 Distributions by the Settlement Administrator. The Settlement Administrator  
13 shall make the distribution from the Qualified Settlement Fund not later than twenty-one (21) days  
14 after receiving the Settlement Amount from Defendant. Prior to the distribution, the Settlement  
15 Administrator will perform a search based on the National Change of Address Database information  
16 to update and correct for any known or identifiable address changes. If a new address is obtained by  
17 way of a returned distribution payment, then the Settlement Administrator shall promptly forward the  
18 distribution payment to the updated address via first-class regular U.S. mail indicating on the original  
19 mailing the date of such re-mailing. With the distribution, the Settlement Administrator is to make  
20 distributions to the appropriate parties for payments due under this Agreement as follows:

- 21           a. Settlement Class Counsel’s attorneys’ fees and costs awarded by the Court  
22           under Paragraph 3.7 herein.
- 23           b. The service award to Plaintiff Alvarez as awarded by the Court under Paragraph  
24           3.9 herein.
- 25           c. The PAGA payment to the LWDA as set forth in Paragraph 3.10 herein.
- 26           d. Payment to the Settlement Administrator for the costs of settlement  
27           administration as set forth in Paragraph 3.8 herein and approved by the Court.
- 28           e. Individual Settlement Payments to Participating Class Members as set forth in

1 Paragraph 4.3 and 4.9 herein.

2 4.14 Undeliverable Individual Settlement Payments. Should any Individual  
3 Settlement Payment checks be returned as undeliverable to the Settlement Administrator, the  
4 Settlement Administrator shall use reasonable efforts to identify a correct address for the Participating  
5 Class Member, and cause the Individual Settlement Payment check to be delivered to the correct  
6 address.

7 4.15 Uncashed Individual Settlement Payment Checks. All checks for Individual  
8 Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance.  
9 Any checks not cashed during the 180 day period after distribution shall be void, and the Participating  
10 Settlement Class Member's release set forth herein shall remain valid. After the 180 day period, all  
11 uncashed Individual Settlement Payments shall escheat to the Unclaimed Property Fund of the  
12 Controller's office for the State of California.

13 4.16 Certification By Settlement Administrator. Upon completion of administration  
14 upon the distribution set forth in Section 4.15 above, the Settlement Administrator shall provide  
15 written certification of such completion, including any administration summary, to the Court and  
16 counsel for all Parties.

17 V.

18 **RELEASES**

19  
20 5.1 Release As To All Participating Class Members. Upon the Effective Date, all  
21 Settlement Class Members who do not timely opt out of the Settlement ("Participating Class  
22 Members"), including their heirs, assigns, estates and representatives, shall be deemed to fully forever,  
23 irrevocably and unconditionally release and discharge the Released Parties from the Released Claims.  
24 The Settlement Agreement shall be in full settlement, compromise, release and discharge of the  
25 Released Claims and each of them, and the Released Claims by the Class Representative, and the  
26 Released Parties shall have no further or other liability or obligation to any Class Member and/or the  
27 Class Representative with respect to the Released Claims and Class Representative's Released Claims,  
28 except as expressly provided herein.

1                   5.2     General Release By Named Plaintiff Only. In addition to the release made by  
2 the Participating Class Members as set forth in Paragraph 5.1 hereof, Plaintiff Alvarez, in her  
3 individual capacity and with respect to her individual claims only, agrees to release the Released  
4 Parties from all claims, demands, rights, liabilities and causes of action of every nature and description  
5 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,  
6 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in  
7 connection with any act or omission by or on the part of any of the Released Parties committed or  
8 omitted prior to the execution hereof including a waiver of Civil Code §1542.

9                   5.2.1. The General Release includes any unknown claims that Plaintiff Alvarez does  
10 not know or suspects to exist in her favor at the time of the General Release, which, if known  
11 by her, might have affected her settlement with, and release of, the Released Parties or might  
12 have affected her decision not to object to this Settlement or the General Release.

13                   5.2.2. The Class Representative hereby fully and finally releases and discharges the  
14 Released Parties from any and all of the Released Claims and from any and all claims, charges,  
15 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown,  
16 suspected or unsuspected, that the Class Representative had, now has, or may hereafter claim to have  
17 against the Released Parties arising out of, or relating in any way to, the Class Representative's hiring  
18 by, employment with, separation of employment with the Released Parties ("Class Representative's  
19 Released Claims"), arising or accruing from the beginning of time up through the date the Court  
20 preliminarily approves this Settlement. The Class Representative's Released Claims include, but are  
21 not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the  
22 California Industrial Welfare Commission; California Business and Professions Code section 17200  
23 *et seq.*; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*; the  
24 California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans  
25 with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of  
26 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the Portal  
27 to Portal Act, 29 U.S.C. § 251 *et seq.* This release expressly excludes any Worker's Compensation  
28 claims the Class Representative currently has pending against Defendant.



1 The Class Representative shall further warrant that she understands that Section 1542 gives  
2 her the right not to release existing claims of which she is not now aware, unless she voluntarily  
3 chooses to waive this right. Having been so apprised, the Class Representative shall nevertheless  
4 voluntarily waive the rights described in Section 1542 only as related to the Released Claims and Class  
5 Representative's Released Claims, and elect to assume all risks as to the Released Claims set forth  
6 herein that now exist in her favor, known or unknown. Plaintiff agrees that due to irreconcilable  
7 differences she will not knowingly seek or maintain employment, independent contractor status, or  
8 any other business relationship in the future with Defendant in any position or capacity whatsoever  
9 and that Defendant is entitled to reject (and will be deemed to have rejected) with or without cause,  
10 any application for employment or agreement for independent contractor status or any other business  
11 relationship with Defendant made by Plaintiff. Plaintiff further agrees that any rejection of any  
12 application or offer made by Defendant to Plaintiff is not for retaliatory, discriminatory or any other  
13 illegal purpose and Plaintiff will not seek any redress, legally or otherwise, for such a rejection.

14 5.2.3. Plaintiff Alvarez may hereafter discover facts in addition to or different from  
15 those she now knows or believes to be true with respect to the subject matter of the General  
16 Release, but she shall be deemed to have, and by operation of the Final Judgment shall have,  
17 fully, finally, and forever settled and released any and all of the claims released pursuant to the  
18 General Release whether known or unknown, suspected or unsuspected, contingent or non-  
19 contingent, which now exist, or heretofore have existed upon any theory of law or equity now  
20 existing or coming into existence in the future, including, but not limited to, conduct that is  
21 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without  
22 regard to the subsequent discovery or existence of such different or additional facts.

## 23 VI.

### 24 MISCELLANEOUS

25 6.1 No Public Comment. All Parties and Class Counsel agree they will not make  
26 any public disclosure of the Settlement or the previously-signed Memorandum of Understanding  
27 until after this Stipulation of Settlement filed with the Court. Class Counsel will take all steps  
28

1 necessary to ensure all Parties are aware of, and will encourage them to adhere to, the restriction  
2 against any public disclosure of this Stipulation of Settlement or the previously-signed Memorandum  
3 of Understanding until after this Stipulation of Settlement is filed with the Court. Following of the  
4 filing of this Stipulation of Settlement, all Parties and Class Counsel agree they will not have any  
5 communications with the media, other than to direct the media to the public records of the Action on  
6 file with the Court. Class Counsel will take all steps necessary to ensure all Parties are aware of, and  
7 will adhere to, the restriction against any media comment on this Stipulation of Settlement and its  
8 terms.  
9

10  
11           6.2    No Additional Benefits. All Individual Settlement Payments paid to  
12 Participating Settlement Class Members shall be deemed to be paid to such Participating Settlement  
13 Class Members solely in the year in which such payments actually are received by Participating  
14 Settlement Class Members. It is expressly understood and agreed that the receipt of such payments  
15 will not entitle any Participating Settlement Class Member to any additional compensation or benefits  
16 under any bonus, contest or other compensation or benefit plan or agreement or any collective  
17 bargaining agreement currently in place and/or that was in place during the applicable Class Period or  
18 thereafter, nor will receipt of such payments entitle any Participating Settlement Class Member to any  
19 increased retirement, 401k benefits or matching benefits, deferred compensation benefits or any other  
20 type of benefit. It is the Intent of this Settlement that the Individual Settlement Payments provided for  
21 in this Agreement are the sole payments to be made by Defendant to the Participating Settlement Class  
22 Members, and that the Participating Settlement Class Members are not entitled to any new or  
23 additional compensation or benefits as a result of having received the payments, notwithstanding any  
24 contrary language or agreement in any benefit or compensation plan document or collective bargaining  
25 agreement currently in place and/or that was in place during the applicable Class Period or thereafter.

26           6.3    Dispute Resolution. Except as otherwise set forth herein, all disputes  
27 concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding  
28 compliance with this Agreement shall be resolved as follows:

- 1 a. If Plaintiff Alvarez, or Settlement Class Counsel, on behalf of Plaintiff Alvarez,  
2 or any Settlement Class Member, or Defendant at any time believe that the other  
3 Party has breached or acted contrary to the Agreement, that Party shall notify  
4 the other Party in writing of the alleged violation.
- 5 b. Upon receiving notice of the alleged violation or dispute, the responding Party  
6 shall have ten (10) business days to correct the alleged violation and/or respond  
7 to the initiating Party with the reasons why the party disputes all or part of the  
8 allegation.
- 9 c. If the response does not address the alleged violation to the initiating Party's  
10 satisfaction, the Parties shall negotiate in good faith for up to ten (10) business  
11 days to resolve their differences.
- 12 d. If the Parties are unable to resolve their differences after twenty (20) business  
13 days, either Party may file an appropriate motion for enforcement with the  
14 Court. The briefing of such motion should be in letter brief form and shall not  
15 exceed five (5) single-spaced pages (excluding exhibits).
- 16 e. Reasonable attorney's fees and costs for work done in resolving a dispute under  
17 this Section may be recovered by any party that prevails under the standards set  
18 forth within the meaning of applicable law.

19 6.4 Exhibits and Headings. The terms of this Agreement, including the terms set  
20 forth in the attached Notice, which is incorporated by this reference as though fully set forth herein,  
21 shall be the only terms of this Agreement. The descriptive headings of any paragraphs or sections of  
22 this Agreement are inserted for convenience of reference only and do not constitute a part of this  
23 Agreement.

24 6.5 Interim Stay of Proceedings. The Parties agree to the Court staying and holding  
25 all proceedings in the Action, except such proceedings necessary to implement and complete the  
26 Settlement, in abeyance pending the Final Settlement Hearing to be conducted by the Court.

27 6.6 Amendment or Modification. This Agreement may be amended or modified  
28 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

1           6.7    Entire Agreement. This Agreement and any attached exhibits constitute the  
2 entire agreement among these Parties, and no oral or written representations, warranties or  
3 inducements have been made to any Party concerning this Agreement or its exhibits other than the  
4 representations, warranties and covenants contained and memorialized in such documents.

5           6.8    Extensions of Time. Without further order of the Court, the Settling Parties  
6 hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the  
7 Settlement.

8           Waivers. The waiver by any party of any breach of this Settlement Agreement shall  
9 not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or  
10 contemporaneous, of this Settlement Agreement.

11          6.9    Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
12 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate  
13 this Agreement and to take all appropriate action required or permitted to be taken by such Parties  
14 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
15 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other  
16 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are  
17 unable to reach agreement on the form or content of any document needed to implement the  
18 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of  
19 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The  
20 person signing this Agreement on behalf of Defendant represents and warrants that he/she is  
21 authorized to sign this Agreement on behalf of Defendant.

22          6.10   Binding on Successors and Assigns. This Agreement shall be binding upon, and  
23 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

24          6.11   California Law Governs. All terms of this Agreement and the exhibits hereto  
25 shall be governed by and interpreted according to the laws of the State of California.

26          6.12   Counterparts. This Agreement may be executed in one or more counterparts. A  
27 facsimile or scanned signature shall have the same effect as an original signature and shall not affect  
28 the enforceability of this Agreement. All executed counterparts and each of them shall be deemed to

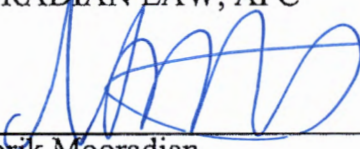
1 be one and the same instrument provided that Counsel for the Parties to this Agreement shall exchange  
2 among themselves signed counterparts.

3 6.13 Jurisdiction of the Court. Pursuant to California Rules of Court, rule 3.769(h)  
4 and California Code of Civil Procedure Sec. 664.6, the Court shall retain jurisdiction with respect to  
5 the interpretation, implementation and enforcement of the terms of this Agreement and all orders and  
6 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the  
7 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement  
8 embodied in this Agreement and all orders and judgments entered in connection therewith.

9 6.14 Cooperation and Drafting. Each of the Parties has cooperated in the drafting  
10 and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall  
11 not be construed against any of the Parties.

12 6.15 Invalidity of Any Provision. Before declaring any provision of this Agreement  
13 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
14 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
15 enforceable.

16 Dated: 2-17-21 **PLAINTIFF**  
17 Alma G. Alvarez 

18 Represented By:  
19 MOORADIAN LAW, APC  
20   
21 By: Zorik Mooradian  
22 Dated: 2/22/2021

23 Attorney for Plaintiff Alvarez and the Settlement Class

24 **DEFENDANT GREENFIELD CARE CENTER OF**  
25 **FULLERTON, LLC**

26 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
27  
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1 be one and the same instrument provided that Counsel for the Parties to this Agreement shall exchange  
2 among themselves signed counterparts.

3 6.13 Jurisdiction of the Court. Pursuant to California Rules of Court, rule 3.769(h)  
4 and California Code of Civil Procedure Sec. 664.6, the Court shall retain jurisdiction with respect to  
5 the interpretation, implementation and enforcement of the terms of this Agreement and all orders and  
6 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the  
7 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement  
8 embodied in this Agreement and all orders and judgments entered in connection therewith.

9 6.14 Cooperation and Drafting. Each of the Parties has cooperated in the drafting  
10 and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall  
11 not be construed against any of the Parties.

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13 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
14 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
15 enforceable.

16 **PLAINTIFF**

17 Dated: \_\_\_\_\_ Alma G. Alvarez

18  
19 Represented By:  
20 MOORADIAN LAW, APC

21  
22 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
23 Zorik Mooradian

24 Attorney for Plaintiff Alvarez and the Settlement Class

25  
26 **DEFENDANT GREENFIELD CARE CENTER OF**  
27 **FULLERTON, LLC**

28 Dated: 2/22/2021 By: \_\_\_\_\_  
Jenq H. Chen

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Its: Manager

Represented By:

LITTLER MENDELSON, P.C.

*Lindbergh Porter*

Dated: February 19, 2021

By: Lindbergh Porter

Attorney for Defendant