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19 **HERSHA HOSPITALITY MANAGEMENT, L.P.**

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF CONTRA COSTA**

22 MARIA TERESA LOPEZ, individually and
23 on behalf of all others similarly situated,

24 Plaintiff,

25 vs.

26 **HERSHA HOSPITALITY**
27 **MANAGEMENT, L.P.; and DOES 1**
28 through 20, inclusive,

Defendants .

) Case No. C17-00929

)
) **AMENDED STIPULATION FOR**
) **CLASS ACTION SETTLEMENT**
) **AND RELEASE**

29 **IT IS HEREBY STIPULATED**, by and among Plaintiff Maria Teresa Lopez (“Plaintiff”),
30 on behalf of herself and the Class Members, on the one hand, and Defendant Hersha Hospitality
31 Management, L.P., (“Defendant” or “Hersha”) on the other hand, that the above-captioned class
32 and representative wage and hour Action is hereby being compromised and settled pursuant to

1 the terms and conditions set forth herein subject to the Court’s approval (the “Stipulation” or
2 “Agreement”).

3 **1. DEFINITIONS**

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

6 1.1 “Action” means *Maria Teresa Lopez v. Hersha Hospitality Management, L.P.*,
7 which is currently pending before Department 39, in the Superior Court of California for the
8 County of Contra Costa, Case No. C17-00929.

9 1.2 “Agreement,” “Settlement,” or “Stipulation” means this Stipulation for Class
10 Action Settlement and Release.

11 1.3 “Class Counsel” and “Plaintiff’s Counsel” mean and refer to collectively, Michael
12 H. Kim, Jamielee F. Martinez, and Adam K. Tanouye of the law firm of Michael H. Kim, P.C.

13 1.4 “Class Counsel Fees” means the amount authorized by the Court to be paid to
14 Class Counsel for the services they have rendered in prosecuting this Action. Class Counsel
15 Fees shall be paid from the Gross Settlement Fund. Any portion of the requested Class Counsel
16 Fees that is not awarded to Class Counsel shall be part of the Net Settlement Fund and be
17 distributed to Class Members as provided in this Agreement.

18 1.5 “Class Counsel Costs” means the amount authorized by the Court to be paid to
19 Class Counsel for actual expenses and costs incurred by Class Counsel in prosecuting this
20 Action. Class Counsel Costs shall be paid from the Gross Settlement Fund. Any portion of the
21 requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net
22 Settlement Fund and be distributed to Class Members as provided in this Agreement.

23 1.6 “Class Information” or “Class List” means information regarding Class Members,
24 which Defendant in good faith will compile from its records and provide to the Settlement
25 Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall
26 include: each Class Member’s full name; last known mailing address; last known home
27 telephone number; Social Security Number; start date of employment; end date of employment;
28 and Compensable Workweeks. The Class Information shall also include the sum of all

1 Compensable Workweeks for the Class, which Defendant estimates to be approximately 291 as
2 of the date of this Stipulation. Because Social Security Numbers are included in the Class
3 Information, the Settlement Administrator shall maintain the Class Information in confidence;
4 access shall be limited to those with a need to use the Class Information as part of the
5 administration of the Settlement.

6 1.7 “Class” or “Class Members” means all current and former non-exempt
7 housekeeping employees employed by HERSHA HOSPITALITY MANAGEMENT, L.P. at the
8 Hyatt House Pleasant Hill located at 2611 Contra Costa Blvd., Pleasant Hill, CA 94523 between
9 the dates of May 15, 2013 and the date of preliminary approval of this Settlement. Defendant
10 has estimated that, as of the date of this Stipulation there are approximately 57 Class Members.

11 1.8 “Class Period” means the period from May 15, 2013 through the date the Court
12 grants Preliminary Approval of the Settlement.

13 1.9 “Class Representative” means Ms. Maria Teresa Lopez in her capacity as the
14 named plaintiff and representative of the Class in this Action. The terms “Class Representative”
15 and Plaintiff are used interchangeably herein.

16 1.10 “Class Representative Service Award” means the amount that the Court
17 authorizes to be paid to Plaintiff if appointed as Class Representative, not to exceed Seven
18 Thousand Five Hundred U.S. Dollars (\$7,500), in addition to her Individual Settlement Payment,
19 in recognition of her efforts in assisting with the prosecution of the Action on behalf of Class
20 Members and risks in assisting with the prosecution of the Action.

21 1.11 “Compensable Workweeks” means the number of workweeks worked by Class
22 Members in hourly, non-exempt positions during the Class Period according to Defendant’s
23 payroll records. Compensable workweeks are calculated by dividing the total number of hours
24 worked by Class Members in the Class Period by forty (40).

25 1.12 “Court” shall mean the Superior Court of California for the County of Contra
26 Costa.

27 1.13 “Defendant” and “Hersha” refer to Defendant Hersha Hospitality Management,
28 L.P.

1 1.14 “Defense Counsel” or “Counsel for Defendant” shall mean Katherine S. Catlos,
2 Esq. and Brandon Kahoush, Esq. of Kaufman Dolowich & Voluck, LLP, 425 California Street,
3 Suite 2100, San Francisco, California 94104.

4 1.15 “Effective Date” means the latest of the following dates: (i) the date upon which
5 the Court grants final approval of the Settlement if no Settlement Class members file objections
6 to the Settlement; or (ii) if a Class Member files an objection to the Settlement, sixty (60) days
7 after the date upon which the Court grants final approval of the Settlement if no appeal is
8 initiated by an objector; or (iii) if a timely appeal is initiated by an objector, the Effective Date
9 shall be the date of final resolution of that appeal (including any requests for rehearing and/or
10 petitions for *certiorari*), resulting in final judicial approval of the Settlement.

11 1.16 “Estimated Individual Settlement Payment” means the estimated amount payable
12 to each Class Member, as calculated pursuant to Paragraphs 3.19-3.21 herein and assuming, for
13 purposes of the preliminary calculation, that the Net Settlement Fund equals approximately
14 Seventy Five Thousand U.S. Dollars (\$75,000).

15 1.17 “Final Approval Hearing” means the hearing held on the motion for final approval
16 of the Settlement.

17 1.18 “Final Judgment” means the Court’s entry of judgment in this Action following
18 the Court’s final approval of the Settlement.

19 1.19 “Final Approval Order” means the Court’s entry of an order finally approving the
20 Settlement.

21 1.20 “Individual Settlement Payment” means the amount payable from the Net
22 Settlement Fund to each Class Member who does not opt out. The Individual Settlement
23 Payment shall be calculated pursuant to Paragraphs 3.19 through 3.21 herein.

24 1.21 “Gross Settlement Fund” means One Hundred Fifty Thousand U.S. Dollars
25 (\$150,000), inclusive of any employer corporate payroll tax obligations.

26 1.22 “Net Settlement Fund” means the Gross Settlement Fund, less Class Counsel
27 Fees, Class Counsel Costs, Class Representative Service Award, and Settlement Administrator
28 Costs. Assuming all requested fees, costs and awards are granted as requested, the Parties

1 estimate this amount to be Seventy Five Thousand U.S. Dollars (\$75,000).

2 1.23 “Notice of Settlement” means the Notice of Proposed Class Action Settlement
3 (substantially in the form attached hereto as Exhibit A). The Notice of Settlement shall list the
4 Estimated Individual Settlement Payment for each respective Class Member, and shall notify
5 Class Members of the Response Deadline, among other important information and dates and
6 deadlines.

7 1.24 “Notice Packet” means the Notice of Settlement, Request for Exclusion Form,
8 Objection Form, and self-addressed, stamped envelope for return to the Settlement Administrator
9 (substantially in the form attached hereto as Exhibits A - C).

10 1.25 “Parties” means Plaintiff and Defendant, and “Party” shall mean either Plaintiff or
11 Defendant, individually.

12 1.26 “Payment Ratio” means the respective Compensable Workweeks for each Class
13 Member divided by the total Compensable Workweeks for all Class Members.

14 1.27 “Plaintiff” means Maria Teresa Lopez.

15 1.28 “Preliminary Approval” or “Preliminary Approval Date” means the date the Court
16 enters an order granting Preliminary Approval of the Settlement.

17 1.29 “Released Claims” means any and all claims asserted in the Action against the
18 Released Parties, or that could have been asserted against the Released Parties based upon the
19 facts alleged in the Class Action Complaint filed in the Action, whether known or unknown,
20 suspected or unsuspected, by Plaintiff or any Settlement Class Member from May 15, 2013 to
21 the date of preliminary approval. The Released Claims include all that were, could have been
22 asserted, or are currently pending based on the facts and claims pled in the Complaint including
23 but not limited to any and all statutes referenced in the Complaint and corresponding provisions
24 of the California Industrial Welfare Commission Wage Orders and California Code of
25 Regulations, including but not limited to claims for Defendant’s: (i) alleged failed to pay all
26 overtime wages (Cal. Lab. Code §§ 510 and 1194); (ii) alleged failure to provide meal periods
27 (Cal. Lab. Code §§ 226.7 and 512); (iii) alleged failure to authorize and permit rest periods (Cal.
28 Lab. Code § 226.7; (iv) alleged failure to furnish complete and accurate wage statements (Cal.

1 Lab. Code § 226(a)); (v) alleged failure to timely pay wages upon termination or resignation
2 (Cal. Lab. Code §§ 201, 202, and 203); (vi) alleged failure to maintain required records (Cal.
3 Lab. Code §§ 226, 1174); and (vii) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200 *et*
4 *seq.*). The Released Claims also include all claims for interest and/or penalties of any kind or
5 nature arising out of or relating to the Released Claims and further extends to and includes
6 claims for damages, civil penalties, interest, fines, debts, liens, liabilities, restitution, injunctive
7 relief, declaratory relief, punitive damages, and any other form of relief or remedy arising out of
8 or relating to the Released Claims. It is the intent of the Parties that the judgment entered by the
9 Court upon final approval of the Settlement shall have *res judicata* effect and be final and
10 binding upon Plaintiff and all Settlement Class Members regarding all the Released Claims. For
11 the sake of clarity, and with the exception of Plaintiff’ General Release as specified in
12 Paragraphs 3.3 and 3.4 below, the Parties agree that the Released Claims include only those
13 claims that meet the definition of Released Claims, and do not include claims that cannot be
14 released as a matter of law. For example, Released Claims do not include claims for wrongful
15 termination, unlawful discrimination or harassment, or Worker’s Compensation.

16 1.30 “Released Parties” means Defendant and its past, present and/or future, direct
17 and/or indirect, parents, subsidiaries, affiliates, divisions, predecessors, successors and assigns,
18 and the past and present officers, directors, trustees, managers, members, heirs, employees,
19 agents, representatives, attorneys, insurers, third-party administrators, owners, partners,
20 investors, shareholders, consultants, agents, affiliates, legal representatives, insurers, financial
21 advisors, of each of them, in both their individual and representative capacities, and all of their
22 successors, including persons or entities who may acquire them in the future, assigns,
23 representatives, heirs, executives, and administrators and other persons acting by, through, under
24 or in concert with then that could be liable for any of the Released Claims.

25 1.31 “Request for Exclusion” means the Request for Exclusion from Class Action
26 Settlement form (substantially in the form attached hereto as Exhibit B).

27 1.32 “Response Deadline” means the date sixty (60) days after the Settlement
28 Administrator mails the Notice Packets to Settlement Class Members.

1 1.33 “Settlement” means the disposition of the Action pursuant to this Agreement.

2 1.34 “Settlement Administration Costs” means the amount to be paid to the Settlement
3 Administrator from the Gross Settlement Fund for the administration of the Settlement. The
4 Settlement Administrator estimates costs not to exceed Ten Thousand U.S. Dollars (\$10,000).

5 1.35 “Settlement Administrator” means CPT Group, Inc. or such other settlement
6 administrator that the Court appoints.

7 1.36 “Settlement Class Members” or “Settlement Class” means all Class Members who
8 do not opt out of the Settlement by timely submitting a Request for Exclusion.

9 1.37 “Settlement Fund Account” means the qualified settlement fund interest bearing
10 bank account established pursuant to the terms of this Stipulation from which all monies payable
11 under the terms of this Settlement shall be paid, as set forth herein.

12 **2. RECITALS**

13 2.1 Class Certification. The Parties stipulate and agree to the certification of this
14 Action for purposes of this Settlement only. Should the Settlement not become final and
15 effective as herein provided, class certification shall immediately be set aside (subject to further
16 proceedings on motion of any party to certify or deny certification thereafter). The Parties’
17 willingness to stipulate to class certification as part of the Settlement shall have no bearing on,
18 and shall not be admissible in or considered in connection with, the issue of whether a class
19 should be certified in a non-settlement context in this Action and shall have no bearing on, and
20 shall not be admissible or considered in connection with, the issue of whether a class should be
21 certified in any other lawsuit. Defendant expressly reserves all rights to oppose class
22 certification should this Settlement not become final and effective.

23 2.2 Procedural History. On May 15, 2017, Plaintiff Maria Teresa Lopez filed the
24 instant Action in the Superior Court for the County of Contra Costa. The Complaint alleged,
25 *inter alia*, that Defendant violated various provisions of the California Labor Code by, among
26 other things, failing to pay all overtime hours worked, failing to provide all meal and rest
27 periods, failing to furnish complete and accurate wage statements and to maintain proper records,
28 failing to timely pay wages upon termination or resignation, and unfair business practices. On

1 August 23, 2017, Defendant filed its Answer to the complaint in the instant Action. In the
2 Answer, Defendant denied all claims and liability.

3 2.3 The Parties immediately commenced an investigation of the claims and defenses
4 alleged in the case. Plaintiff served initial sets of written discovery, specifically special
5 interrogatories, form interrogatories, and requests for production of documents, on Defendant, to
6 which Defendant responded and provided responsive documents. Defendant served initial sets
7 of written discovery, specifically special interrogatories, form interrogatories, and requests for
8 production of documents, on Plaintiff Lopez, to which Plaintiff responded. Thereafter, the
9 Parties met and conferred over discovery issues and worked through certain issues, including the
10 scope of permissible pre-certification discovery, the definition of the class, the employees who
11 are members of the putative class, and motions to compel further responses and documents. On
12 May 30, 2018, Defendant took the deposition of Plaintiff Lopez.

13 2.4 As a result of this meet and confer process, Defendant produced the names,
14 payroll records, and time records of all employees in the housekeeping department, including
15 House Attendants, Housekeeping Inspectors, Laundry Attendants, and Room Attendants, as
16 opposed to just limiting the disclosure to housekeepers. Defendant also produced the Meal
17 Periods and Rest Break Policy, timekeeping policy, the Employee Handbook, written job
18 descriptions for the employees in the housekeeping department, housekeeping schedules, Maria
19 Lopez's personnel file and payroll records, and Defendant's payroll and time record audits.

20 2.5 On June 12, 2018, the Parties participated in a full day mediation with
21 experienced and respected mediator, Mr. Art Siegel. The mediation encompassed all employees
22 working in the housekeeping department at the Hyatt House located at 2611 Contra Costa Blvd.,
23 Pleasant Hill, California 94523. At the conclusion of the mediation, Mr. Siegel made a
24 mediator's proposal, which was accepted by the Parties. The Settlement is now before this
25 Court.

26 2.6 State Court Jurisdiction. The Parties agree that the Superior Court of California
27 for the County of Contra Costa has jurisdiction over the Action, and also that venue is proper in
28 that Court. The Court has jurisdiction over the Parties and the subject matter of this Action and

1 following final approval of the Settlement will continue to retain jurisdiction over the Parties and
2 the Action under California Code of Civil Procedure Section 664.6.

3 2.7 Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
4 recognize the expense and length of continued proceedings necessary to litigate their disputes
5 through trial and through any possible appeals. Plaintiff has also taken into account the
6 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent
7 in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
8 establish liability for the claims asserted in the Action, both generally and in response to
9 Defendant's defenses thereto, and potential difficulties in establishing damages for the
10 Settlement Class Members. Plaintiff and Class Counsel have also taken into account
11 Defendant's agreement to enter into a settlement that confers relief upon Settlement Class
12 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the
13 Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the
14 best interests of the Settlement Class Members.

15 2.8 Defendant's Reasons for Settlement. Defendant has concluded that any further
16 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
17 of time, energy and resources of Defendant have been devoted and, unless this Settlement is
18 made, will continue to be devoted to the defense of the claims asserted by Plaintiff and Class
19 Members. Defendant has also taken into account the risks of further litigation in reaching its
20 decision to enter into this Settlement. Despite continuing to contend it is not liable for any of the
21 claims set forth by Plaintiff in the Action, Defendant has, nonetheless, agreed to settle in the
22 manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the
23 Action.

24 2.9 Class Members' Claims. Class Members, by and through Plaintiff, have claimed
25 and continue to claim that the Released Claims have merit and give rise to liability on the part of
26 Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this
27 Agreement and no documents referred to herein and no action taken to carry out this Agreement
28 may be construed or used as an admission by or against the Class Members or Class Counsel as

1 to the merits or lack thereof of the claims asserted.

2 2.10 Defendant's Defenses. Defendant denied and continues to deny each of the
3 claims and contentions alleged by Class Members in the Action. Defendant asserted, and
4 continues to assert defenses thereto, and expressly denied and continues to deny any wrongdoing
5 or legal liability arising out of any of the facts or conduct alleged in the Action. Defendant also
6 denied and continues to deny, *inter alia*, the allegations that the Class Members have suffered
7 damage; that Defendant in any way failed to pay Class Members for all hours worked; that
8 Defendant violated any laws regarding meal periods, rest breaks and/or reporting time pay; that
9 Defendant failed to timely pay Class Members all wages owed upon termination/resignation or
10 otherwise when due; that Defendant failed to comply with the law with respect to itemized wage
11 statements; that Defendant engaged in any unlawful, unfair or fraudulent business practices; that
12 Defendant engaged in any wrongful conduct as alleged in the Action; or that Class Members
13 were harmed by the conduct alleged in the Action. Neither this Agreement, nor any document
14 referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be
15 construed as, or may be used as an admission, concession or indication by or against Defendant
16 of any fault, wrongdoing or liability whatsoever.

17 **3. TERMS OF AGREEMENT**

18 The Parties agree as follows:

19 3.1 Maximum Amount Payable by Defendant. Under the terms of this Settlement, the
20 maximum amount payable by Defendant shall be the Gross Settlement Fund of One Hundred
21 Fifty Thousand U.S. Dollars (\$150,000), which includes Class Counsel's attorneys' fees and
22 costs, litigation costs, Settlement Administration Costs, all settlement payments to Class
23 Members, and the Class Representative Service Award, and Employer payroll taxes due on
24 wage payments from the Maximum Amount Payable.

25 3.2 Class Size. Defendant represented that, as of the date of this Stipulation, there are
26 approximately 57 Class Members.

27 3.3 Release as To All Class Members. As of the Effective Date, the Settlement Class
28 Members, including Plaintiff, release the Released Parties from the Released Claims for the

1 Class Period and agree not to sue or otherwise make a claim against any of the Release Parties
2 for the Released Claims. The Plaintiff and Settlement Class Members may hereafter discover
3 facts in addition to or different from those they now know or believe to be true with respect to
4 the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have,
5 and by operation of the Final Judgment shall have, fully, finally, and forever settled and released
6 any and all of the Released Claims.

7 3.4 General Release of All Claims by Named Plaintiff. In addition to the releases
8 made by Settlement Class Members, Plaintiff Lopez, in exchange for the terms and conditions of
9 this Agreement, including the Class Representative Service Award, as requested or as otherwise
10 authorized by the Court, shall, as of the Effective Date, fully and forever releases the Released
11 Parties from any and all Released Claims set forth in paragraph 1.29 of this Agreement,
12 individual claims as well as collective, representative, and class claims of any kind arising from
13 his employment with Defendant (“Plaintiff’s Released Claims”). With respect to Plaintiff’s
14 Released Claims, Plaintiff shall be deemed to have, and by operation of the Final Judgment shall
15 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
16 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision
17 under federal or state law, which Section provides:

18 *A general release does not extend to claims which the creditor does not know or*
19 *suspect to exist in his or her favor at the time of executing the release, which if*
20 *known by him or her must have materially affected his or her settlement with the*
21 *debtor.*

22 Plaintiff may hereafter discover facts in addition to or different from those she now
23 knows or believes to be true with respect to the subject matter of the Action and/or the Plaintiff’s
24 Released Claims, but Plaintiff upon the Effective Date shall be deemed to have, and by operation
25 of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the
26 claims released pursuant to this Section whether known or unknown, suspected or unsuspected,
27 contingent or non-contingent, which now exist, or heretofore have existed upon any theory of
28 law or equity now existing or coming into existence in the future, including, but not limited to,

1 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
2 without regard to the subsequent discovery or existence of such different or additional facts.

3 3.5 Employment References. As to employment references for named Plaintiff,
4 Defendant agrees that, in response to inquiries from prospective employers, it will only provide
5 Plaintiff's dates of employment and job title(s). Plaintiff agrees to direct prospective employers
6 to Defendant's Human Resources.

7 3.6 Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments called for hereunder, and Plaintiff and Settlement Class Members are not
9 relying on any statement or representation by the Released Parties in this regard. Plaintiff and
10 Class Members understand and agree that they will be responsible for the payment of any taxes
11 and penalties assessed on the payments described herein and will hold the Released Parties free
12 and harmless from and against any claims resulting from treatment of such payments as non-
13 taxable damages, including the treatment of such payment as not subject to withholding or
14 deduction for payroll and employment taxes. Plaintiff is advised to consult with competent tax
15 counsel in connection with this Settlement, and Plaintiff is not relying on any statement or
16 representation by Defendant in this regard.

17 3.7 No Knowledge of Other Claims. Class Counsel and Plaintiff agree and represent
18 that they are not aware of any claim that could have been brought against Defendant by any
19 person or entity, other than the claims that were alleged in the Action, or could have been alleged
20 based on the facts alleged in the Action.

21 3.8 Settlement Approval and Implementation Procedures. As part of this Settlement,
22 the Parties agree to the following procedures for obtaining the Court's preliminary approval of
23 the Settlement, certifying a class for settlement purposes, notifying Class Members of the
24 Settlement, obtaining the Court's final approval of the Settlement, and processing the Individual
25 Settlement Payments.

26 3.9 Preliminary Approval and Certification. Subject to Defendant's review and
27 approval, Class Counsel shall be responsible for preparing and filing, in coordination with
28 Defendant's Counsel, the Motion for Preliminary Approval of the Settlement and the Motion for

1 Final Approval of the Settlement, and any supporting documents. Class Counsel agrees to
2 provide to Defendant's Counsel for review and approval the draft Motion for Preliminary
3 Approval of the Settlement and the draft on Motion for Final Approval of the Settlement at least
4 ten (10) business days before the filing of each motion. Class Counsel agrees not to file either
5 motion without Defendant's approval. Prior to the final approval hearing by the Court, the
6 Parties will submit a proposed Final Order(s): (i) provisionally certifying the Class for
7 settlement purposes; (ii) finding the Settlement fair, reasonable, and in the best interests of the
8 Class Members; (iii) approving Class Counsel's application for an award of attorneys' fees and
9 litigation costs; (iv) approving the Class Representative's application for a Class Representative
10 Service Award; (v) approving payment of Settlement Administration Costs; (vi) releasing and
11 barring all Settlement Class Members' Released Claims. The Parties and their Counsel shall
12 make all reasonable efforts to secure entry of the Order Granting Final Approval. Prior to the
13 Final Approval Hearing, concurrent with or prior to the filing of the motion for final approval,
14 Class Counsel shall file a motion seeking approval of attorneys' fees and costs and the proposed
15 Service Award to the Class Representative as set forth in this Agreement.

16 3.10 Private Information. Class Members' private information shall be redacted in
17 documents publicly filed with the Court to protect Class Member privacy rights, or shall
18 otherwise comply with the governing Stipulation and Protective Order on file with the Court.

19 3.11 Class Information and Claims Administration. Not later than ten (10) calendar
20 days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement
21 Administrator with the Class Information for purposes of mailing Notice Packets to Class
22 Members. Class Information shall be used by the Claims Administrator solely for the purpose of
23 notifying the Class Members of the Settlement.

24 3.12 Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
25 Settlement Administrator will perform a search on the National Change of Address database to
26 update the Class Members' addresses. Not later than twenty (20) calendar days after receiving
27 the Class Information from Defendant as provided herein, the Settlement Administrator shall
28 mail copies of the Notice Packet, in English with a Spanish translation, to all Class Members by

1 regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to
2 determine the current mailing address for each Class Member. The address identified by the
3 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
4 address for each Class Member. It will be conclusively presumed that, if an envelope so mailed
5 has not been returned within thirty (30) calendar days of the mailing, the Class Member received
6 the Notice Package.

7 3.13 Undeliverable Notices. Any Notice Packets returned to the Settlement
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
9 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
10 Administrator shall make reasonable efforts to obtain an updated mailing address within five (5)
11 business days of the date of the return of the Notice Packet. If an updated mailing address is
12 identified, the Settlement Administrator shall resend the Notice Packet to the Class Member.
13 Class Members to whom Notice Packets are re-sent after having been returned undeliverable to
14 the Settlement Administrator shall have fourteen (14) calendar days thereafter to or until the
15 Response Deadline has expired, whichever is later, to mail, fax or email the Request for
16 Exclusion, or mail, fax or email an Objection Form. Notice Packets that are resent shall inform
17 the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the
18 Settlement Administrator more than once as non-deliverable, then an additional Notice Packet
19 shall not be remailed.

20 3.14 Compliance with the procedures specified in paragraphs 3.12 and 3.13 herein
21 shall constitute due and sufficient notice to Class Members of this Settlement and shall satisfy
22 the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class
23 Counsel, and Defense Counsel to provide notice of the proposed settlement.

24 3.15 Claim Disputes. Class Members will have the opportunity, should they disagree
25 with Defendant's records regarding the dates of employment and/or workweeks stated on their
26 Notice Packet, to provide documentation and/or an explanation to show contrary employment
27 dates and/or workweeks. If there is a dispute, the Settlement Administrator will consult with the
28 Parties to determine whether an adjustment is warranted. The Settlement Administrator shall

1 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the
2 terms of this Agreement. The Settlement Administrator’s determination of the eligibility for and
3 amount of any Individual Settlement Payment shall be binding upon the Class Member and the
4 Parties.

5 3.16 Exclusions (Opt-Outs). The Notice Packet shall state that Class Members who
6 wish to exclude themselves from the Settlement must submit a Request for Exclusion by the
7 Response Deadline. The Request for Exclusion: (1) must contain the name, address, and
8 telephone number of the person requesting exclusion, (2) must be signed by the Class Member;
9 and (3) must be postmarked, fax or email stamped by the Response Deadline and returned to the
10 Settlement Administrator at the specified address, fax telephone number, or email address. If the
11 Request for Exclusion does not contain the information listed in (1)-(2), it will not be deemed
12 valid for exclusion from this Settlement, except a Request for Exclusion form not containing a
13 Class Member’s telephone number will be deemed valid. The date of the postmark on the
14 Request for Exclusion, which shall be based on the postmarked date on the return mailing
15 envelope, date of the fax stamp, or date of email transmission, shall be the exclusive means used
16 to determine whether a Request for Exclusion has been timely submitted. Any Class Member
17 who requests to be excluded from the Settlement Class will not be entitled to any recovery under
18 the Settlement and will not be bound by the terms of the Settlement or have any right to object,
19 appeal or comment thereon. Class Members who receive a Notice Packet but fail to submit a
20 valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all
21 terms of the Settlement and any Final Judgment entered in this Action if the Settlement is
22 approved by the Court. No later than fourteen (14) calendar days after the Response Deadline,
23 the Settlement Administrator shall provide counsel for the Parties with a complete list of all
24 members of the Class who have timely submitted Requests for Exclusion. At no time shall any
25 of the Parties or their counsel seek to solicit or otherwise encourage any Class Member to submit
26 Requests for Exclusion from the Settlement.

27 3.17 Objections. The Notice Packet shall state that Class Members who wish to object
28 to the Settlement must submit a written statement of objection (“Objection Form”) to the Claims

1 Administrator by the Response Deadline. The Objection Form must be mailed, faxed or emailed
2 to the Claims Administrator, which will then distribute the written objections to Class Counsel
3 and Defense Counsel for filing with the Court. The date of the postmark on the return envelope,
4 or fax date or email date shall be deemed the exclusive means for determining that an Objection
5 Form was timely submitted. The Objection Form must be signed under penalty of perjury under
6 the laws of the State of California by the Class Member and state: (1) the full name, address, and
7 telephone number of the Class Member; (2) the dates of employment of the Class Member; (3)
8 the job title(s) and job location(s) of the Class Member; (4) the basis for the objection; and (5)
9 whether the Settlement Class Member intends to appear at the Final Approval Hearing, and also
10 provide any legal briefs, papers, or memoranda the objecting Class Member proposes to submit
11 to the Court. No later than fourteen (14) calendar days after the Response Deadline, the
12 Settlement Administrator shall provide counsel for the Parties with complete copies of all
13 objections received, including the postmark dates or other proof of timely submission for each
14 objection. Class Counsel will file these objections with the Court. Alternatively, Class Members
15 may appear at the Final Approval Hearing, in person or by and through their own counsel of
16 record, to state their objections to the Court without first having to submit the Objection Form.
17 In other words, any failure to submit an Objection Form does not foreclose their right to appear
18 at the Final Approval Hearing and/or to have their objections heard by the Court. At no time
19 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
20 file or serve written objections to the Settlement or appeal from the Order and Final Judgment.

21 3.18 Funding and Allocation of Settlement. Defendant is required to pay an amount
22 not to exceed One Hundred Fifty Thousand Fifty U.S. Dollars (\$150,000.00) as the Gross
23 Amount Payable by Defendant to resolve the Action on a class-wide basis, subject to Court
24 approval. Payment for Class Counsel Fees and Costs, Settlement Administration Costs, and
25 Settlement Class Members' Individual Settlement Payments as follows:

- 26 a) Within fifteen (15) calendar days of the Effective Date of the Settlement,
27 the Settlement Administrator will provide Counsel for Defendant a final
28 list (and to Class Counsel a redacted list) of all Class Members who did

1 not opt-out of the Settlement. For each Settlement Class Member on this
2 list, the Settlement Administrator will calculate and list the amounts due to
3 each Settlement Class Member, and the total amount due to all Settlement
4 Class Members (hereinafter “Accounting”). The Settlement
5 Administrator’s Accounting will include the Class Representative Service
6 Awards, Class Counsel Fees and Costs, and Settlement Administrator
7 Costs, as determined by the Court’s Final Approval Order.

8 b) Within three (3) business days of the date of Accounting, Defendant shall
9 pay, deposit or transfer the sum of One Hundred Fifty Thousand U.S.
10 Dollars (\$150,000.00) to the Settlement Administrator (“Settlement
11 Payment” or “Settlement Funding”). The Settlement Administrator shall
12 immediately deposit the Settlement funds into the interest bearing
13 Settlement Fund Account within one (1) business day.

14 c) Within ten (10) calendar days of the Settlement Funding, the Settlement
15 Administrator shall make payments from the Settlement Fund Account as
16 follows:

- 17 i. The Class Representative Service Award shall be paid to Plaintiff;
- 18 ii. Class Counsel Fees and Costs shall be paid to Class Counsel;
- 19 iii. Settlement Administration Costs shall be paid to the Settlement
20 Administrator;
- 21 iv. Individual Settlement Payments shall be paid to Settling Class
22 Members, less any deductions for payroll taxes or other required
23 withholdings, which will be based on the most recent W-4 form on
24 record for Class Members.

25 3.19 Individual Settlement Payments. The Settlement Administrator shall mail by
26 regular First Class U.S. Mail Individual Settlement Payments to Class Members last known
27 mailing address. Any checks issued to Class Members shall remain valid and negotiable for one
28 hundred eighty (180) days from the date of their issuance. This expiration or cancellation date

1 shall be clearly printed on the front of the check (“Void Date”). If the Plaintiff or Class Members
2 do not cash their settlement payment check(s) before the Void Date, their settlement check(s)
3 will be, subject to Court approval, and pursuant to California Code of Civil Procedure Section
4 384, distributed as follows:

- 5 a) 25% shall be distributed to the State Treasury for deposit in the Trial
6 Court Improvement and Modernization Fund;
- 7 b) 25% shall be distributed to the State Treasury for deposit into the Equal
8 Access Fund of the judicial branch, to be distributed in accordance with
9 Sections 6216-6223 of the Business and Professions Code, except that
10 administrative costs shall not be paid to the State Bar or the Judicial
11 Council from this sum;
- 12 c) 50% shall be distributed to Bay Area Legal Aid. The Parties stipulate that
13 the funds provided to Bay Area Legal Aid shall be used for the purposes
14 of providing legal advice, counsel, and advocacy to ensure low-income
15 individuals and families.

16 3.20 Calculation of Individual Settlement Payments. Defendant will calculate the total
17 Compensable Workweeks for all Class Members. The Settlement Administrator will calculate
18 each Settlement Class Member’s Payment Ratio by dividing the respective Compensable
19 Workweeks for each Settlement Class Member by the total Compensable Workweeks for all
20 Class Members, resulting in the Payment Ratio for each Class Member. Each Settlement Class
21 Member’s Payment Ratio will then be multiplied by the Net Settlement Fund to determine his or
22 her Individual Settlement Payment. The Settlement Administrator will reduce each Individual
23 Settlement Payment by any legally mandated deductions for payroll taxes or other required
24 withholdings, which will be based on the most recent W-4 form on record for Class Members.
25 The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class
26 Members, and Class Counsel W-2’s, 1099’s, or other tax forms as may be required by law for all
27 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
28 for forwarding all payroll taxes and penalties to the appropriate government authorities. The Net

1 Settlement Fund will be inclusive of employer-side payroll taxes. Other than Plaintiff, Class
2 Members are not eligible to receive any compensation other than an Individual Settlement
3 Payment.

4 3.21 Tax Treatment. Individual Settlement Payments reflect settlement of a dispute
5 regarding wages, interest, and penalties. Individual Settlement Payments to Class Members will
6 be allocated as follows: thirty-three and one-third percent (33 1/3%) as penalties; thirty-three
7 and one-third percent (33 1/3%) as interest; and thirty-three and one-third percent (33 1/3%) as
8 wages. The Settlement Administrator shall issue an IRS Form 1099 for payments treated as
9 penalties and interest and an IRS Form W-2 for payments treated as wages. Neither Defendant,
10 its attorneys, or Class Counsel make any representations and it is understood and agreed that they
11 have made no representations as to the taxability to any Class Members of any portions of the
12 Settlement Payments or other consideration. The Parties further understand that the Class
13 Representative and any Class Members who receive any Settlement Payment pursuant to this
14 Agreement shall be solely responsible for any and all tax obligations associated with such
15 receipt. The Class Representative and any Class Members who receive any Settlement Payment
16 should consult with their own tax advisors concerning the tax consequences of the Settlement
17 Payments they receive under the Settlement, and each of them represents that they have relied on
18 their own independent tax advisor for tax advice in connection with this Agreement, and that
19 each of them have not entered into this Agreement based upon the recommendation of any other
20 Party or advisor to any other Party.

21 3.22 Class Representative Service Award. Defendant agrees not to oppose or object to
22 any application or motion by Plaintiff to be appointed Class Representative and for a Class
23 Representative Service Award, not to exceed to Seven Thousand Five Hundred U.S. Dollars
24 (\$7,500), as consideration for the release of all Released Claims and for her time and effort in
25 bringing and prosecuting this matter. The Class Representative Service Award shall be paid to
26 Plaintiff from the Gross Settlement Fund no later than ten (10) calendar days after the date of
27 Settlement Funding. The Settlement Administrator shall issue an IRS Form 1099-MISC to
28 Plaintiff for her Class Representative Enhancement Award. Plaintiff agrees to provide the

1 Settlement Administrator with an executed Form W-9 before the Class Representative
2 Enhancement Award is issued. Plaintiff shall be solely and legally responsible for paying any
3 and all applicable taxes on her Class Representative Service Award and shall hold harmless
4 Defendant and Released Parties from any claim or liability for taxes, penalties, or interest arising
5 as a result of the Class Representative Service Award. The Class Representative Service Award
6 shall be in addition to Plaintiff' Individual Settlement Payment as a Class Member. In the event
7 that the Court awards less than the requested amount of the Class Representative Service Award,
8 then any portion of the requested amount not awarded to Plaintiff shall be added to the Net
9 Settlement Fund. In the event the Court reduces or does not approve the requested Class
10 Representative Service Award, Plaintiff shall not have the right to revoke her agreement to the
11 Settlement, which shall remain binding on the Parties.

12 3.23 Class Counsel Fees and Costs. Defendant agrees not to oppose or object to any
13 application or motion by Class Counsel for attorney's fees not to exceed Thirty-Three and One-
14 Third percent (33 1/3%) of the Gross Settlement Fund, which is Fifty Thousand U.S. Dollars
15 (\$50,000) and Class Counsel Costs, estimated to be no more than Seven Thousand Five Hundred
16 U.S. Dollars (\$7,500), as supported by declarations from Class Counsel and to be determined at
17 the Final Approval Hearing, from the Gross Settlement Fund. Class Counsel shall be paid any
18 Court-approved fees and costs no later than ten (10) calendar days after the date of Settlement
19 Funding. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
20 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
21 Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph. This
22 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
23 attorney's fees and costs. In the event the Court reduces or does not approve the requested Class
24 Counsel Fees and/or Class Counsel Costs, the Settlement shall remain binding on the Parties.
25 Any amount requested by Class Counsel for the Class Counsel Fees and Class Counsel Costs and
26 not granted by the Court shall return to the Net Settlement Fund and be distributed as provided in
27 this Agreement.

28 3.24 Settlement Administration Costs. The Settlement Administrator shall be paid for

1 the costs of administration of the Settlement from the Gross Settlement Fund. No fewer than
2 thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall
3 provide the Parties with a statement detailing the costs of administration, showing the estimated
4 Individual Settlement Payments to be made to Class Members who have not opted out, and
5 listing the names and number of Class Members who have objected to or requested exclusion
6 from the Settlement. The Settlement Administrator, on Defendant's behalf, shall have the
7 authority and obligation to make payments, credits and disbursements, including payments and
8 credits in the manner set forth herein, to Class Members calculated in accordance with the
9 methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in
10 the Settlement Administration process and to make all reasonable efforts to control and minimize
11 the cost and expenses incurred in administration of the Settlement. The Parties each represent
12 they do not have any financial interest in the Settlement Administrator or otherwise have a
13 relationship with the Settlement Administrator that could create a conflict of interest. The
14 Settlement Administrator shall be responsible for: processing and mailing payments to the Class
15 Representative, Class Counsel, and Class Members; preparing, printing and mailing the Notice
16 Packets to the Class Members as directed by the Court; receiving and reporting the Requests for
17 Exclusion and Objection Forms submitted by Class Members; providing declaration(s) as
18 necessary in support of preliminary and/or final approval of this Settlement; development and
19 maintenance of a settlement website to post key documents, dates, and deadlines regarding the
20 Settlement and Final Judgment; and other tasks as the Parties mutually agree or the Court orders
21 the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties
22 timely apprised of the performance of all Settlement Administrator responsibilities. Any legally-
23 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of
24 this Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in
25 connection with such preparation shall be a cost of administration of the Settlement. The
26 Settlement Administrator shall be paid the Settlement Administration Costs in accordance with
27 paragraph 3.18 of this Stipulation.

28 3.25 Final Approval Hearing. At a reasonable time following the Response Deadline,

1 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
2 Court shall determine whether final approval of this Settlement and the amounts properly
3 payable for (i) the Class Counsel Fees and Costs, (ii) the Class Representative Service Award,
4 (iii) Individual Settlement Payments, and (v) the Settlement Administration Costs should be
5 granted.

6 3.26 Entry of Final Judgment. If the Court approves this Settlement at the Final
7 Approval Hearing, the Court will enter the Final Judgment, with the Court retaining jurisdiction
8 over the Parties to enforce the terms of the judgment. Notice of Entry of Final Judgment will be
9 provided on the Settlement Website to be created and maintained by the Settlement
10 Administrator, which the Parties agree will satisfy due process.

11 3.27 No Effect on Employee Benefits. Defendant will not use the Settlement
12 Payments to calculate any additional benefits including, for example (but without limitation), any
13 vacation, holiday pay, pension, or 401(k) plan contributions. The Settlement Payments do not
14 represent any modification of previously credited hours of service or other eligibility criteria
15 under any employee pension or employee welfare benefit plan sponsored by Defendant, and are
16 not “compensation” for purposes of determining eligibility for, or benefit accrual within, an
17 employee pension benefit plan, an employee welfare benefit plan, or other plan sponsored by
18 Defendant or its predecessors, subsidiaries, or successors.

19 3.28 Nullification of Settlement Agreement. In the event: (i) the Court does not enter
20 the Preliminary Approval Order substantially in the form specified herein; (ii) the Court does not
21 grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final
22 Judgment as provided herein; or (iv) the Settlement does not become final for any other reason,
23 this Settlement Agreement shall be null and void and any order or judgment entered by the Court
24 in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
25 Parties and any funds to be awarded under this Settlement shall be returned to their respective
26 statuses as of the date and time immediately prior to the execution of this Agreement, and the
27 Parties shall proceed in all respects as if this Agreement had not been executed, except that any
28 fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

1 In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is
2 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
3 other appellate review, but any fees incurred by the Settlement Administrator prior to it being
4 notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review,
5 shall be paid to the Settlement Administrator by Defendant within thirty (30) calendar days of
6 said notification.

7 3.29 No Admission by the Parties. Defendant denies any and all claims alleged in this
8 Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission
9 and shall not be used against Defendant as an admission or indication with respect to any claim
10 of any fault, concession or omission by Defendant.

11 3.30 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
12 the interpretation, calculation or payment of settlement claims, or other disputes regarding
13 compliance with this Agreement shall be resolved as follows:

14 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
15 Members, or the Defendant at any time believes that the other Party has breached or acted
16 contrary to the Agreement, that party shall notify the other party in writing of the alleged
17 violation.

18 b. Upon receiving notice of the alleged violation or dispute, the responding
19 party shall have fourteen (14) calendar days to correct the alleged violation and/or respond to the
20 initiating party with the reasons why the Party disputes all or part of the allegation.

21 c. If the response does not address the alleged violation to the initiating
22 party's satisfaction, the Parties shall negotiate in good faith for up to thirty (30) calendar days to
23 resolve their differences.

24 d. If Class Counsel and Defendant are unable to resolve their differences
25 within forty-five (45) calendar days after notice of the alleged violation or dispute, either Party
26 may file an appropriate motion for enforcement with the Court.

27 3.31 Exhibits and Headings. The terms of this Agreement include the terms set forth
28 in any attached Exhibits A-C, which are incorporated by this reference as though fully set forth

1 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
2 headings of any paragraphs or sections of this Agreement are inserted for convenience of
3 reference only and do not constitute a part of this Agreement.

4 3.32 Interim Stay of Proceedings. The Parties agree to make all efforts to obtain a stay
5 of all proceedings in the Action, except such proceedings necessary to implement and complete
6 the Settlement, in abeyance pending the Final Approval Hearing to be conducted by the Court.

7 3.33 Amendment or Modification. This Agreement may be amended or modified only
8 by a written instrument signed by counsel for all Parties or their successors-in-interest.

9 3.34 Entire Agreement. This Agreement and any attached Exhibits constitute the
10 entire Agreement among these Parties, and no oral or written representations, warranties or
11 inducements have been made to any Party concerning this Agreement or its Exhibits other than
12 the representations, warranties and covenants contained and memorialized in the Agreement and
13 its Exhibits.

14 3.35 Authorization to Enter Into Settlement Agreement. Counsel for all Parties
15 warrant and represent they are expressly authorized by the Parties whom they represent to
16 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
17 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Agreement. The Parties and their counsel will
19 cooperate with each other and use their best efforts to affect the implementation of the
20 Settlement. In the event the Parties are unable to reach agreement on the form or content of any
21 document needed to implement the Settlement, or on any supplemental provisions that may
22 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
23 of the Court to resolve such disagreement. The person signing this Agreement on behalf of
24 Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf
25 of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and
26 that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-
27 party.

28 3.36 Binding on Successors and Assigns. This Agreement shall be binding upon, and

1 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 3.37 California Law Governs. All terms of this Agreement and the Exhibits hereto
3 shall be governed by and interpreted according to the laws of the State of California.

4 3.38 This Settlement is Fair, Adequate and Reasonable. The Parties believe this
5 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
6 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
7 present and potential.

8 3.39 Jurisdiction of the Court. Pursuant to Code of Civil Procedure Section 664.6, the
9 Parties agree that the Court shall retain jurisdiction over the Parties to enforce the terms of this
10 Settlement including but not limited to the interpretation, implementation and enforcement of
11 the terms of this Agreement and all orders and judgments entered in connection therewith, and
12 the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing and enforcing the settlement embodied in this Agreement and all
14 orders and judgments entered in connection therewith.

15 3.40 Invalidity of Any Provision. Before declaring any provision of this Agreement
16 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
17 consistent with applicable precedents so as to define all provisions of this Agreement valid and
18 enforceable.

19 3.41 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
20 class certification for purposes of this settlement only.

21 3.42 Cooperation. The Parties agree to cooperate fully with one another to accomplish
22 and implement the terms of this Settlement. Such cooperation shall include, but not be limited
23 to, execution of such documents and the taking of such other action as may be reasonably
24 necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including
25 all efforts contemplated by this Settlement and any other efforts that may become necessary by
26 Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

27 3.43 Confidentiality of Settlement. The Parties and their respective counsel (and all
28 employees thereof) expressly agree that they will maintain in strict confidence the fact that this

1 Action has settled, and the terms of the Settlement, until such time as motion for Preliminary
2 Approval is filed, unless otherwise required by law or for discussions with tax or legal
3 professionals. The Parties recognize that aspects of this Settlement will be on file with the Court.

4 3.44 Publicity. Plaintiff and Class Counsel may refer only to this Settlement in court-
5 filed “adequacy of counsel” showings in other class, collective, and/or representative actions at
6 any time after obtaining final approval. Plaintiff and Class counsel shall not disclose
7 confidential proprietary information of Defendant Hersha disclosed during discovery and
8 litigation of this Action in connection with any “adequacy of counsel” showing.

9 3.45 Notices. Unless otherwise specifically provided, all notices, demands or other
10 communications in connection with this Stipulation shall be: (1) in writing and (2) deemed given
11 on the date of mailing, fax or email;

<p>12 To Plaintiff: 13 Michael H. Kim, Esq. (michaelkimapc@gmail.com) 14 Jamielee F. Martinez, Esq. (martinez@mhklawyers.com) 15 Adam K. Tanouye, Esq. (tanouye@mhklawyers.com) 16 MICHAEL H. KIM, P.C. 17 475 El Camino Real, Suite 309 18 Millbrae, CA 94030 19 Telephone: (650) 697-8899 20 Fax: (650) 697-8896</p>	<p>To Defendant: Katherine S. Catlos, Esq. (KCatlos@kdvlaw.com) Brandon Kahoush, Esq. (bkahoush@kdvlaw.com) KAUFMAN DOLOWICH & VOLUCK, LLP 425 California Street, Suite 2100 San Francisco, CA 94104 Telephone: (415) 926-7600 Facsimile: (415) 926-7601</p>
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21 3.46 Execution by Settlement Class Members. It is agreed that it is impossible or
22 impractical to have each Class Member execute this Settlement Agreement. The Notice will
23 advise all Settlement Class Members of the binding nature of the release and such shall have the
24 same force and effect as if each Settlement Class Member executed this Stipulation.

25 3.47 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the
26 terms herein.

27 3.48 Arm’s Length. The Parties hereto agree that the terms and conditions of this
28 Stipulation of Settlement are the result of lengthy, intensive, arms-length negotiations between

1 the Parties and that this Stipulation shall not be construed in favor of or against any of the Parties
2 by reason of their participation in the drafting of this Stipulation.

3 3.49 Counterparts. This Stipulation shall become effective upon its execution by all of
4 the undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this
5 Stipulation in counterparts, and execution of counterparts shall have the same force and effect as
6 if each had signed the same instrument. Copies of the executed agreement shall be effective for
7 all purposes as though the signatures contained therein were original signatures. The signing of a
8 facsimile copy or a PDF file copy attached to an email exchanged by the parties' attorneys shall
9 have the same force and effect as the signing of an original, and any such facsimile or PDF file
10 email signature shall be deemed an original and valid signature.

11 3.50 Force Majeure. The failure of any party to perform any of its obligations
12 hereunder shall not subject such party to any liability or remedy for damages, or otherwise,
13 where such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes,
14 other natural disasters, explosions, floods, wars, interruptions or delays in transportation, power
15 outages, labor disputes or shortages, shortages of materials or supplies, governmental laws,
16 restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third
17 parties, or any other similar or different circumstances or causes beyond the reasonable control
18 of such party.

19 3.51 Deadlines Falling on Weekends or Holidays. To the extent that any deadline set
20 forth in this Stipulation falls on a Saturday, Sunday, or legal holiday, that deadline shall be
21 continued until the following business day.

22 3.52 Class Information Confidential. The names, addresses, telephone numbers,
23 employment periods, and social security numbers of Class Members shall be kept strictly
24 confidential by the Settlement Administrator, who will not release unredacted information to
25 Class Counsel or Class Representative and will provide such information to the Court only under
26 seal or redacted, and only if so ordered by the Court. Class Counsel agrees that any information
27 or documents they receive or have received in connection with this Settlement may be used for
28 this Action only, and may not be used for any purposes or in any other action or proceeding.

1 3.53 Extensions of Time. If either Party cannot reasonably comply with an obligation
2 under this Stipulation by the deadline set forth herein applicable to that obligation, that Party
3 may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to
4 such a request for an extension will not be unreasonably withheld by the other Party.

5 **4. DEFENDANT’S RIGHT TO RESCIND**

6 Defendant has the right in its sole and exclusive discretion to terminate and withdraw
7 from the Settlement at any time prior to date the Court enters final approval of this Settlement if:
8 (a) the Settlement is construed in such a fashion that Defendant is required to pay more than the
9 Maximum Amount Payable; or (b) the Court does not certify the Settlement Class as described
10 herein, or otherwise makes an order inconsistent with any of the terms of this Stipulation (except
11 for an order reducing Class Counsel’s proposed attorneys’ fees or litigation costs, or the Class
12 Representative’ Service Awards); or (c) any court following the signing of this Stipulation but
13 before final approval of the Settlement certifies a class action involving a claim described in the
14 Action on behalf of class members covered by this Settlement; or (d) five percent (5%) or more
15 Class Members timely and validly opt out of the Settlement. If for any reason the Settlement is
16 not approved by the Court, or if either Party validly terminates and withdraws from the
17 Settlement, this Stipulation and any related settlement documents shall be null and void, and any
18 class certified for settlement purposes will be vacated. In such an event, neither the Stipulation,
19 nor the settlement documents, nor the negotiations leading to the Settlement may be used as
20 evidence for any purpose, and Defendant shall retain the right to challenge all claims and
21 allegations in the Action, to assert all applicable defenses, and to dispute the propriety of class
22 certification on all applicable grounds. The Class Representative do not have the right to
23 withdraw from the Settlement if the Court does not award or reduces the amount of Class
24 Counsel attorneys’ fees or costs or the Class Representative Service Award payment sought in
25 the motions for preliminary or final approval.

26 **5. AMENDMENT**

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

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IT IS SO AGREED:
Dated: 3/5/2019

Dated: 3/4/19

Dated: 3/5/2019

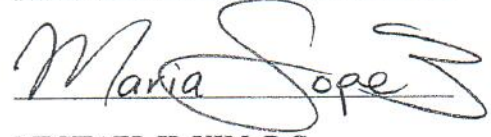
Dated: 3/4/2019

HERSHA HOSPITALITY MANAGEMENT,
L.P.



By: _____
Name:
Title:

PLAINTIFF MARIA TERESA LOPEZ

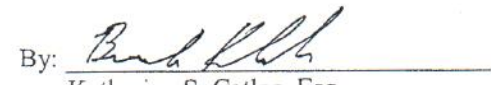


MICHAEL H. KIM, P.C.

By: 

Michael H. Kim, Esq.
Jamelee F. Martinez, Esq.
Adam K. Tanouye, Esq.
Attorneys for Plaintiff
MARIA TERESA LOPEZ, individually
and on behalf of all others similarly
situated

KAUFMAN DOLOWICH & VOLUCK,
LLP

By: 

Katherine S. Catlos, Esq.
Brandon Kahoush, Esq.
Attorneys for Defendant
HERSHA HOSPITALITY
MANAGEMENT, L.P.