

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement  
3 Agreement”) is made by and between Plaintiff DARLENE CABUAG (“Plaintiff”), on her own  
4 behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand,  
5 and Defendant WESTGATE PREMIER HEALTHCARE SERVICES, INC. dba AMBERWOOD  
6 GARDENS HEALTHCARE CENTER (“Defendant”) on the other hand (Plaintiff and Defendant  
7 collectively referred to as the “Parties”), in the lawsuit entitled *Darlene Cabuag v. Westgate  
8 Premier Healthcare Services, Inc., et al.*, filed in the Superior Court of the State of California,  
9 County of Santa Clara, Case No. 19CV352173 (the “Litigation”). This Settlement resolves all  
10 claims that were asserted or could have been asserted against Defendant pertaining to the claims in  
11 the Litigation.

12 **I. DEFINITIONS**

13 **A. “Administration Costs”** means all administrative costs of settlement, including  
14 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged  
15 by the Settlement Administrator in connection with the execution of its duties under this Settlement.

16 **B. “Class Counsel” or “Plaintiff’s Counsel”** means Edwin Aiwazian, Arby Aiwazian,  
17 Joanna Ghosh, and Ovsanna Takvoryan of Lawyers for Justice, PC and all the lawyers of this firm  
18 acting on behalf of Plaintiff and the Class.

19 **C. “Class Notice”** means the Notice of Class Action Settlement, substantially in the  
20 form attached hereto as Exhibit A, subject to Court approval.

21 **D. “Class Members”** means all current and former hourly-paid or non-exempt  
22 employees who worked for Defendant within the State of California at any time during the Class  
23 Period (collectively referred to as the “Class”).

24 **E. “Class Period”** means the period from August 1, 2015, through October 7, 2019.

25 **F. “Court”** means the Superior Court of the State of California for the County of Santa  
26 Clara.

27 **G. “Defendant”** means Westgate Premier Healthcare Services, Inc. d/b/a Amberwood  
28 Gardens Healthcare Center.

1           **H.**     “**Defense Counsel**” means attorneys Julie A. Vogelzang, Lisa Hird Chung, and  
2 Janelle Thornton of the law firm Schor Vogelzang & Chung LLP.

3           **I.**     “**Effective Date**” means: the later of: (a) if no timely objections are filed or if all  
4 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an  
5 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;  
6 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in  
7 a way that does not alter the terms of the Settlement.

8           **J.**     “**Enhancement Payment**” means the sum of up to \$7,500.00, to be paid out of the  
9 Gross Settlement Amount, for which Plaintiff shall apply to the Court as an award for her services  
10 to the Class Members and in exchange for agreeing to a general release of all claims arising out of  
11 her employment with Defendant.

12           **K.**     “**Final Approval Order**” as used herein means the final formal judgment entered  
13 by the Court granting final approval of this Agreement, issuing an associated entry of final  
14 judgment.

15           **L.**     “**Gross Settlement Amount**” means the sum of Seven Hundred Thousand Dollars  
16 and Zero Cents (\$700,000.00), which shall be paid by Defendant, and from which all Individual  
17 Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees and Litigation Costs  
18 pursuant to Section XIV, Administration Costs pursuant to Section IX, and Enhancement Payment  
19 pursuant to Section XV, shall be paid. The employer’s share of applicable payroll taxes (e.g.,  
20 FICA, FUTA, etc.) shall be paid by Defendant separate and apart from the Gross Settlement  
21 Amount.

22           **M.**     “**Individual Settlement Payments**” means payments made to the Settlement Class  
23 Members from the Net Settlement Amount as part of the Settlement.

24           **N.**     “**Net Settlement Amount**” means the Gross Settlement Amount minus any Court-  
25 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,  
26 Administration Costs to the Settlement Administrator, and Enhancement Payment to Plaintiff, and  
27 as provided in Sections VIII, IX, and XIV-XV.

28           **O.**     “**Plaintiff**” as used herein means Darlene Cabuag.

1           **P. “Qualified Settlement Fund”** or **“QSF”** means a fund within the meaning of  
2 Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 et seq., that is established by the Settlement  
3 Administrator for the benefit of Settlement Class Members.

4           **Q. “Released Parties”** means Defendant and all of its current, future and former  
5 divisions, affiliates, predecessors, successors, shareholders, officers, directors, members,  
6 employees, managers, agents, consultants, trustees, representatives, administrators, fiduciaries,  
7 assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients,  
8 customers, suppliers, vendors, related corporations, and legal representatives.

9           **R. “Response Deadline”** means the sixty (60) calendar day period following the initial  
10 mailing of the Class Notice, during which time Class Members may elect to submit to the  
11 Settlement Administrator any Request for Exclusion from the Settlement, submit an objection to  
12 the Settlement, or submit a dispute to the Settlement Administrator over the number of Workweeks  
13 worked. If the sixtieth (60th) calendar day falls on a Sunday or federal holiday, then the Response  
14 Deadline will be extended to the next day on which the U.S. Postal Service is open.

15           **S. “Settlement”** means the disposition and agreement to resolve the Litigation.

16           **T. “Settlement Administrator”** means Phoenix Class Action Administration  
17 Solutions, the settlement administrator selected by the Parties, and which will be responsible for  
18 the administration of the Gross Settlement Amount, as defined below, and all related matters. The  
19 Parties each represent that they do not have any financial interest in the Settlement Administrator  
20 or otherwise have a relationship with the Settlement Administrator that could create a conflict of  
21 interest.

22           **U. “Settlement Class Member”** means a Class Member who does not submit a timely  
23 and valid Request for Exclusion.

24           **V. “Workweeks”** means the number of weeks that a Class Member worked for  
25 Defendant as an hourly-paid or non-exempt employee in California during the Class Period (based  
26 on the number of workweeks in the Class List that Defendant provides to the Settlement  
27 Administrator). A Workweek includes any week in which a Class Member had a time worked  
28 entry in Defendant’s timekeeping system.

1 **II. BACKGROUND**

2 **A.** On August 1, 2019, Plaintiff filed a Class Action Complaint for Damages (the  
3 “Operative Complaint”), Case No. 19CV352173, in Santa Clara County Superior Court. In this  
4 putative class action, Plaintiff alleges, *inter alia*, on behalf of herself and all others similarly  
5 situated, that Defendant violated California state wage and hour laws and the California Business  
6 and Professions Code Section 17200 *et seq.* as a result of Defendant’s alleged California wage and  
7 hour policies and practices. Specifically, Plaintiff alleged that Defendant violated the following  
8 provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure  
9 to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant  
10 meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide  
11 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1  
12 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay  
13 final wages); (6) California Labor Code section 204 (failure to timely pay wages during  
14 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage  
15 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);  
16 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business  
17 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

18 **B.** Class Counsel conducted extensive investigation, discovery, review and analysis of  
19 data and documents, and evaluation concerning the claims set forth in the Litigation.

20 **C.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations  
21 with Defendant concerning possible settlement of the claims asserted in the Litigation. In June  
22 2021, for example, the Parties attended private mediation with Steven Serratore, Esq., a  
23 distinguished mediator with extensive experience mediating labor and employment class action  
24 such as this one. These good faith, arms-length negotiations resulted in settlement of the Litigation  
25 memorialized in this Settlement Agreement after extensive negotiations about the terms and  
26 conditions of the Settlement.

27 **D.** Class Counsel has conducted an investigation of the law and facts relating to the  
28 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues

1 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the  
2 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,  
3 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits  
4 to be received by Plaintiff and the members of the Class pursuant to this Agreement, that a  
5 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,  
6 and in the best interests of the Class. Plaintiff, on her own behalf and on behalf of the Class, has  
7 agreed to settle the Litigation with Defendant on the terms set forth herein.

8       **E.** Defendant has concluded that, because of the substantial expense of defending  
9 against the Litigation, the length of time necessary to resolve the issues presented herein, and the  
10 inconvenience involved, it is in Defendant's best interest to accept the terms of this Agreement.  
11 Defendant denies each of the allegations and claims asserted against it in the Litigation. However,  
12 Defendant nevertheless desires to settle the Litigation for the purpose of avoiding the burden,  
13 expense and uncertainty of continuing litigation and for the purpose of putting to rest the  
14 controversies engendered by the Litigation.

15       **F.** This Agreement is intended to and does effectuate the full, final and complete  
16 settlement of all allegations and claims set forth in the Operative Complaint.

17 **III. JURISDICTION**

18       The Court has jurisdiction over the Parties and the subject matter of this Litigation. The  
19 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,  
20 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted  
21 final approval of the Settlement and after the Court has ordered the entry of judgment, pursuant to  
22 California Code of Civil Procedure Section 664.6 the Court shall retain jurisdiction of the Litigation  
23 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with  
24 the terms set forth herein.

25 **IV. STIPULATION OF CLASS CERTIFICATION**

26       **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.  
27 This stipulation is contingent upon the preliminary and final approval and certification of the Class  
28 only for purposes of settlement. Should the Settlement not become final, for whatever reason, the

1 fact that the Parties were willing to stipulate provisionally to class certification as part of the  
2 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of  
3 whether a class should be certified in a non-settlement context in the Litigation. Defendant  
4 expressly reserves the right to oppose class certification and/or proactively move to deny  
5 certification should this Settlement be modified or reversed on appeal or otherwise not become  
6 final.

7 **B.** The Parties agree that class certification pursuant to California Code of Civil  
8 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing  
9 in this Agreement will be construed as an admission or acknowledgement of any kind that any class  
10 should be certified or given collective treatment in the Litigation or in any other action or  
11 proceeding, or that Plaintiff is an adequate class representative. Further, neither this Agreement  
12 nor the Court's actions with regard to this Agreement will be admissible in any court or other  
13 tribunal regarding the propriety of class certification or collective treatment. In the event that this  
14 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to  
15 be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any  
16 claims, rights, or remedies in the Litigation, and Defendant will not be deemed to have waived,  
17 limited, or affected in any way any of its objections or defenses in the Litigation.

18 **V. MOTION FOR PRELIMINARY APPROVAL**

19 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving  
20 the Settlement, including the Class Notice which is attached hereto as "**Exhibit A,**" and including  
21 certification of the Class for settlement purposes only.

22 **B.** The date that the Court enters an order granting preliminary approval of the  
23 Settlement will be the "Preliminary Approval Date."

24 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement  
25 and will provide Defense Counsel the opportunity to review it and provide input before it is filed.  
26 Defendant agrees that it will not oppose Plaintiff's Motion for Preliminary Approval, nor shall it  
27 seek to delay the hearing on this motion for more than thirty (30) days from the date obtained by  
28 Plaintiff.

1 **VI. STATEMENT OF NO ADMISSION**

2 **A.** Defendant denies liability for any claim or cause of action asserted in the Litigation.  
3 This Agreement does not constitute, and is not intended to constitute, an admission by Defendant  
4 as to the merits, validity, or accuracy of any of the allegations or claims made against it or any of  
5 the Released Parties in the Litigation.

6 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any  
7 statements, discussions or communications, nor any materials prepared, exchanged, issued or used  
8 during the course of the negotiations leading to this Agreement or the Settlement, is intended by  
9 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be  
10 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or  
11 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,  
12 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The  
13 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in  
14 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,  
15 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,  
16 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other  
17 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding  
18 before the Court that has as its purpose the interpretation, implementation, or enforcement of this  
19 Agreement or any orders or judgments of the Court entered in connection with implementation of  
20 this Agreement and/or the Settlement.

21 **C.** None of the documents produced or created by Plaintiff, Defendant, or the Class in  
22 connection with settlement procedures constitute, and they are not intended to constitute, an  
23 admission by either Plaintiff or Defendant regarding whether or not any violation of any federal,  
24 state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty  
25 at law or in equity has occurred.

26 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

27 **A. Release As to All Settlement Class Members.**

28 Upon Defendant making the Third Installment payment as set forth in Section XII.B.1

1 below, Plaintiff and all Settlement Class Members shall waive, release, and discharge Defendant  
2 and the other Released Parties of any and all claims under state, federal, or local law, arising out of  
3 the facts pleaded in the Operative Complaint and all other claims, such as those under the California  
4 Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have  
5 been asserted based on the facts pleaded in the Operative Complaint, including but not limited to  
6 the following claims: (1) failure to pay all wages owed at the correct rate of pay, including but not  
7 limited to overtime wages, double time, reporting time, off-the-clock work and related wages; (2)  
8 failure to provide meal breaks and pay meal period premiums; (3) failure to provide rest breaks and  
9 pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon  
10 termination or resignation; (6) failure to timely pay wages during employment; (7) failure to  
11 provide and retain accurate and compliant wage statements; (8) failure to provide and keep  
12 complete and accurate payroll records; (9) failure to reimburse necessary business expenses; (10)  
13 violation of California's unfair competition law based on the afore-referenced claims; and (11) any  
14 and all resulting damages, restitution, disgorgement, civil penalties, statutory penalties, taxes,  
15 interest or attorneys' fees or costs (collectively, "Released Claims").

16 The Released Claims will be binding upon all Settlement Class Members, including those  
17 who do not cash their Individual Settlement Payment checks, as of the date Defendant makes the  
18 Third Installment. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the  
19 Settlement Administrator will have any liability for lost or stolen Individual Settlement Payments,  
20 forged signatures on Individual Settlement Payments, or unauthorized negotiation of the Individual  
21 Settlement Payments.

22 **B. General Release by Plaintiff Only.**

23 In addition to the releases made in Section VII.A, Plaintiff makes the additional following  
24 general release of all claims, known or unknown. Plaintiff releases the Released Parties from all  
25 claims, demands, rights, liabilities, damages and causes of action of every nature and description  
26 whatsoever, known or unknown, suspected or unsuspected, vested or contingent, asserted or that  
27 might have been asserted, past, present or future, whether in tort, contract, or for violation of any  
28 state, local or federal statute, rule, ordinance or regulation arising out of, relating to, or in connection



1 with Plaintiff's relationship with Defendant as well as any and all acts or omissions by or on the  
2 part of Defendant, excluding only claims that, by law, may not be privately released. (The release  
3 set forth in this Section VII.B shall be referred to hereinafter as the "General Release.")

4 With respect to the General Release, Plaintiff stipulates and agrees that, upon distribution  
5 to Plaintiff of the Enhancement Payment, Plaintiff shall be deemed to have expressly waived and  
6 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section  
7 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
8 provides:

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

15 This release specifically excludes claims for unemployment insurance, disability, social security,  
16 and workers' compensation benefits (with the exception of claims arising pursuant to California  
17 Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this  
18 Settlement are found hereafter to be other than or different from the facts now believed to be true,  
19 the release of claims contained herein shall be effective as to all unknown claims.

#### 20 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

21 As consideration for this Agreement, Defendant will make a payment that totals the Gross  
22 Settlement Amount of \$700,000.00. The payment of the Gross Settlement Amount represents full  
23 and complete settlement of this matter. The Gross Settlement Amount includes all Attorneys' Fees  
24 to Class Counsel, Litigations Costs to Class Counsel, the Net Settlement Amount to Settlement  
25 Class Members, Administration Costs to the Settlement Administrator, and Enhancement Payment  
26 to Plaintiff. The balance of the Gross Settlement Amount, after deduction of Attorneys' Fees to  
27 Class Counsel, Litigations Costs to Class Counsel, Administration Costs to the Settlement  
28 Administrator, Enhancement Payment to Plaintiff, will be the Net Settlement Amount. Defendant's  
employer payroll taxes and contributions in connection with the wages portion of the Settlement  
shall be paid separately and in addition to the Gross Settlement Amount.

1 **IX. SETTLEMENT ADMINISTRATOR**

2 Plaintiff and Defendant, through their respective counsel, have selected Phoenix Class  
3 Action Administration Solutions as a Settlement Administrator to administer the Settlement, which  
4 includes but is not limited to printing and mailing the Class Notice to Class Members as directed  
5 by the Court, distributing and responding to inquiries about the Class Notice, determining the  
6 timeliness, validity, and/or completion of any objections, Requests for Exclusion, and/or  
7 Workweeks Disputes, establishing and maintaining a QSF, calculating all amounts to be paid from  
8 the Net Settlement Amount, providing declaration(s) as necessary in support of preliminary and/or  
9 final approval of this Settlement, processing and mailing payments to Plaintiff, Class Counsel, and  
10 Settlement Class Members, issuing all required tax forms, and any other tasks as the Parties  
11 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement  
12 Administrator shall keep the Parties timely apprised of the performance of all Settlement  
13 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other  
14 tax documents required by administration of this Settlement Agreement shall be prepared by the  
15 Settlement Administrator. **Charges and expenses of the Settlement Administrator, estimated to be**  
16 **no more than \$10,000.00,** will be paid from the Gross Settlement Amount. Any charges and  
17 expenses of the Settlement Administrator greater than the allocated \$10,000.00, if approved by the  
18 Court, will be paid from the Gross Settlement Amount. If the actual Administration Costs awarded  
19 are less than the amount provided herein, the difference will be part of the Net Settlement Amount.  
20 The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate  
21 its implementation of the settlement procedures herein.

22 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

23 **A. Notice to the Class.**

24 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Class  
25 Notice, which in substance will be provided to the Class Members as follows:

26 1. As soon as practicable following preliminary approval of the Settlement, but  
27 **no later than fourteen (14) calendar days after the Preliminary Approval Date,** Defendant will  
28 provide to the Settlement Administrator in Excel format the following information for each Class

1 Member: (1) full name; (2) last known address; (3) the number of Workweeks worked during the  
2 Class Period; and (4) Social Security number (collectively, "Class List"). Plaintiff's Counsel shall  
3 receive from the Settlement Administrator a redacted Class List that shall only disclose an  
4 identification number attributed to each Class Member and their associated Workweeks during the  
5 Class Period.

6           2.       The Settlement Administrator shall run all the addresses provided through  
7 the United States Postal Service NCOA database (which provides updated addresses for any  
8 individual who has moved in the previous four years who has notified the U.S. Postal Service of a  
9 forwarding address) to obtain current address information, and shall mail the Class Notice to the  
10 Class Members via first-class U.S. Mail using the most current mailing address information  
11 available, within ten (10) calendar days after the receipt of the Class List from Defendant.

12           3.       The Class Notice will include information regarding the nature of the  
13 Litigation; a summary of the terms of the Settlement; the definition of the Class; a statement that  
14 the Court has preliminarily approved the Settlement; the nature and scope of the claims being  
15 released; the procedure and time period for objecting to the Settlement, the date and location of the  
16 Final Approval Hearing; information regarding the procedure for opting out of the Settlement; the  
17 number of Workweeks credited to each Class Member and the procedure for disputing the number  
18 of Workweeks credited; and the estimated Individual Settlement Payment for the Class Member.

19           4.       If a Class Notice is returned as undeliverable within thirty (30) calendar days  
20 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to  
21 locate a more current address within three (3) business days of receipt of the returned mail. If the  
22 Settlement Administrator is successful in locating an updated address, it will re-mail the Class  
23 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a  
24 forwarding address to the Settlement Administrator before the Response Deadline, shall be re-  
25 mailed to the forwarding address affixed thereto.

26           5.       With respect to any Class Notice that is re-mailed by the Settlement  
27 Administrator, the Response Deadline for the Class Member whose Class Notice is re-mailed will  
28 be extended an additional fifteen (15) calendar days from the original Response Deadline.

1                   6.     No later than twenty-five (25) calendar days before the Final Approval  
2     Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a  
3     declaration attesting to the completion of the Settlement notice administration process, including  
4     the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,  
5     as well as the number of Workweeks Disputes, Requests for Exclusion, and objections received.

6                   **B.     Objections.**

7                   Class Members who do not submit a Request for Exclusion may object to the Settlement.  
8     To object to the Settlement, a Settlement Class Member may send a written objection to the  
9     Settlement Administrator or appear at the Final Approval Hearing with or without submitting a  
10    written objection to the Settlement. The Settlement Class Member may appear personally or  
11    through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her  
12    objection directly to the Court. However, any attorney who will represent an objector must file a  
13    notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than the  
14    Response Deadline. A written objection to the Settlement must: (1) contain the case name and  
15    number of the Litigation; (2) contain the Settlement Class Member's full name and signature; (3)  
16    clearly state the grounds for the objection; (4) state whether the Settlement Class Member intends  
17    to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator,  
18    postmarked no later than the Response Deadline. If a Class Member objects to the Settlement, the  
19    Class Member will remain a Settlement Class Member and if the Court approves this Agreement,  
20    the Settlement Class Member will be bound by the terms of the Settlement in the same way and to  
21    the same extent as a Settlement Class Member who does not object to the Settlement. The date of  
22    mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively  
23    determined according to the records of the Settlement Administrator. The Court retains final  
24    authority with respect to the consideration and admissibility of any objections to the Settlement  
25    from Settlement Class Members. The Class Notice shall contain instructions on how to object to  
26    the Settlement.

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1           **C. Opportunity to Be Excluded from the Settlement and Defendant’s Opt-Out**  
2           **Threshold.**

3           1. In order for any Class Member to validly exclude himself or herself from the  
4 Settlement (i.e., to validly opt out of the Settlement), a written request for exclusion from the  
5 Settlement (“Request for Exclusion”) must: (1) contain the case name and number of the Litigation;  
6 (2) contain the Class Member’s full name; (3) be signed by the Class Member or his or her  
7 authorized representative; (4) contain a clear statement that the Class Member requests to be  
8 excluded from the Settlement; and (5) be sent to the Settlement Administrator, postmarked by no  
9 later than the Response Deadline. The Class Notice shall contain instructions on how to opt out.

10           2. The date of the initial mailing of the Class Notice, and the date the signed  
11 Request for Exclusion was postmarked, shall be conclusively determined according to the records  
12 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for  
13 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the  
14 Settlement, and will not have any right to object, appeal, or comment thereon.

15           3. Any Class Member who does not submit a timely and valid Request for  
16 Exclusion to the Settlement Administrator will be deemed bound to the Settlement in accordance  
17 with this Agreement.

18           **D. Cooperation.**

19           The Parties and their respective counsel agree not to encourage members of the Class to opt  
20 out of the Settlement or to object to the Settlement, directly or indirectly, through any means.  
21 However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms of the  
22 Settlement and the Class Member’s options with respect to the Settlement.

23           **XI. WORKWEEKS DISPUTE PROCEDURE**

24           A. If a Class Member disputes the number of Workweeks credited to him or her for the  
25 Class Period, which will be set forth in the Class Notice, he or she must submit a written dispute  
26 (“Workweeks Dispute”) that: (a) contains the case name and number of the Litigation; (b) contains  
27 the Class Member’s full name, address, telephone number, signature, and last four digits of his or  
28 her Social Security number; (c) contains a statement setting forth the number of Workweeks during

1 the Class Period that he or she contends is correct and attaches any relevant documentation in  
2 support thereof; and (d) is submitted to the Settlement Administrator by mail, postmarked no later  
3 than the Response Deadline. If a Class Member does not dispute his or her number of Workweeks,  
4 the number of Workweeks set forth in the Class Notice will govern the Individual Settlement  
5 Payment to the Class Member, and such individual need not take further action to participate in the  
6 Settlement.

7 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in  
8 consultation with Class Counsel and Defense Counsel, will review the pertinent records showing  
9 the dates the Class Member worked for Defendant in California and the number of Workweeks  
10 worked, which records Defendant agrees to make available to the Settlement Administrator and  
11 Class Counsel.

12 **C.** After consulting with Class Counsel and Defense Counsel, the Settlement  
13 Administrator shall compute the number of Workweeks to be used in computing the Class  
14 Member's *pro rata* share of the Net Settlement Amount. In the event that there is a disparity  
15 between the number of Workweeks a Class Member claims he or she worked during the Class  
16 Period and the number of Workweeks indicated by Defendant's records, Defendant's records will  
17 control unless inconsistent with records provided by the Class Member (or bona fide copies  
18 thereof), in which case the records provided by the Class Member will control. The Settlement  
19 Administrator's decision as to the number of Workweeks to be credited to a Class Member shall be  
20 final and non-appealable. The Settlement Administrator shall send written notice of the decision  
21 on any such dispute to the Class Member, to Class Counsel, and to Defense Counsel within ten (10)  
22 calendar days of resolution of the Workweeks Dispute.

## 23 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

### 24 **A. Formula for Calculating Individual Settlement Payments.**

25 Settlement Class Members (i.e., Class Members who do not submit a timely and valid  
26 Request for Exclusion) will receive payment as good and valuable consideration for the waiver and  
27 release of Released Claims set forth in Section VII.A, above, in an amount determined by the  
28

1 Settlement Administrator in accordance with the provisions of this Agreement. Each Settlement  
2 Class Member's Individual Settlement Payment will be determined as follows:

3 1. Defendant will calculate the number of Workweeks of each Settlement Class  
4 Member during the Class Period and include this information in the Class List.

5 2. The value of each Workweek shall be determined by the Settlement  
6 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all  
7 Settlement Class Members ("Class Workweek Point Value").

8 3. Each Settlement Class Member's individual Workweeks will be multiplied  
9 by the Class Workweek Point Value to arrive at his or her individual settlement share ("Individual  
10 Settlement Share"). The Individual Settlement Share of each Settlement Class Member will be  
11 reduced by any required legal deductions for the employee's share of taxes and withholdings on  
12 the wages portion of the Individual Settlement Share, and the remaining amount will be paid to the  
13 Settlement Class Member as his or her Individual Settlement Payment.

14 **B. Funding of Settlement and Time for Distribution.**

15 1. Within ten (10) calendar days following the Preliminary Approval Date (the  
16 "Initial Funding Date"), Defendant will make an initial deposit (the "First Installment") of one-  
17 third of the Gross Settlement Amount into an interest-bearing QSF established by the Settlement  
18 Administrator for administration of the Settlement. Within thirty (30) calendar days following the  
19 date upon which the Court enters the Final Approval Order (the "Second Funding Date"),  
20 Defendant will make a second deposit (the "Second Installment") of one-third of the Gross  
21 Settlement Amount, plus the employer's share of payroll taxes, into the QSF. Within six months  
22 after the Second Funding Date (the "Third Funding Date"), Defendant shall deposit a third and final  
23 payment (the "Third Installment") of one-third of the Gross Settlement Amount into the QSF.

24 2. The Settlement Administrator will distribute funds as follows in the following  
25 order of priority:

26 i. Within twenty (20) calendar days after the Effective Date, any  
27 available QSF funds shall be distributed by the Settlement Administrator in the following order: (1)  
28 payment to Plaintiff of the Court-approved Enhancement Payment; (2) the Individual Settlement

1 Payments to Settlement Class Members; and (3) payment of the Settlement Administration Costs to  
2 the Settlement Administrator. Any funds remaining after this distribution shall be retained in the  
3 QSF to be distributed in accordance with Section XII.B.2.ii below.

4 ii. Within fourteen (14) calendar days after the Third Funding Date or  
5 the Effective Date, whichever is later, the Settlement Administrator shall distribute the QSF funds  
6 as follows: (1) payment of Court-approved Litigation Costs to Class Counsel; and (2) payment of  
7 Court-approved Attorneys' Fees to Class Counsel.

8 3. If an Individual Settlement Payment check is returned to the Settlement  
9 Administrator as undeliverable within thirty (30) calendar days of the mailing of the check, the  
10 Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a  
11 skip trace search and, if another address is identified, shall mail the check to the newly identified  
12 address.

13 4. Any checks issued by the Settlement Administrator to Settlement Class  
14 Members will be valid and negotiable for one hundred and eighty (180) days after issuance, and  
15 thereafter, the checks will be cancelled. The funds remaining and associated with cancelled  
16 Individual Settlement Payment checks will be sent by the Settlement Administrator as unclaimed  
17 funds to the California State Controller, in the name of the Settlement Class Member. The Released  
18 Claims will be binding upon all Settlement Class Members, including those who do not cash their  
19 Individual Settlement Payment checks, as of the Effective Date.

20 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

21 The amounts paid under this Agreement do not represent a modification of any previously  
22 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by  
23 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or  
24 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,  
25 policies or bonus programs. Any payments made under the terms of this Settlement shall not be  
26 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other  
27 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.  
28 Defendant retains the right to modify the language of its benefit plan, policies and bonus programs



1 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for  
2 “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by  
3 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or  
4 any other purpose, and that additional contributions or benefits are not required by this Settlement.

5 **XIV. CLASS COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS**

6 Defendant shall not oppose an application by Class Counsel for an amount up to thirty-five  
7 percent (35%) of the Gross Settlement Amount (i.e., \$245,000, if the Gross Settlement Amount is  
8 \$700,000) for all past and future attorneys’ fees necessary to prosecute, settle, and administer the  
9 Litigation and this Settlement (“Attorneys’ Fees”). Additionally, Defendant shall not oppose an  
10 application by Class Counsel for an amount up to \$30,000.00 for all past and future litigation costs  
11 and expenses necessary to prosecute, settle, and administer the Litigation and the Settlement  
12 (“Litigation Costs”). Any Attorneys’ Fees or Litigation Costs awarded to Class Counsel by the  
13 Court as part of the Settlement shall be deducted from the Gross Settlement Amount for the purpose  
14 of determining the Net Settlement Amount. The “future” aspect of these amounts includes, without  
15 limitation, all time and expenses expended by Class Counsel in implementing the Settlement and  
16 securing preliminary and final approval (including any appeals therein). There will be no additional  
17 consideration paid by Defendant for such work; although such work may cause Class Counsel’s  
18 lodestar to increase, Class Counsel will be limited to the Attorneys’ Fees and Litigation Costs  
19 provided for under the Settlement. The Attorneys’ Fees and Litigation Costs shall include all  
20 attorneys’ fees, litigation costs, and expenses for which Plaintiff and Class Counsel could claim  
21 under any legal theory whatsoever with respect to the Litigation. Should the Court approve a lesser  
22 percentage or amount of Attorneys’ Fees and/or Litigation Costs than the amount that Class  
23 Counsel ultimately seeks, then any such unapproved portion or portions shall be part of the Net  
24 Settlement Amount to be distributed to Settlement Class Members on a *pro rata* basis. The  
25 Settlement Administrator will issue an IRS Form 1099 to Class Counsel with respect to the  
26 Attorneys’ Fees and Litigation Costs awarded to them.

27 **XV. ENHANCEMENT PAYMENT TO PLAINTIFF**

28 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive

1 an amount in excess of \$7,500.00 for her participation in and assistance with the Litigation  
2 (“Enhancement Payment”). Any Enhancement Payment awarded to Plaintiff by the Court as part  
3 of the Settlement shall be deducted from the Gross Settlement Amount for the purpose of  
4 determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court  
5 approves an Enhancement Payment of less than \$7,500.00 to Plaintiff, then the unapproved portion  
6 or portions shall be part of the Net Settlement Amount to be distributed to Settlement Class  
7 Members on a *pro rata* basis. The Enhancement Payment will be reported by the Settlement  
8 Administrator to the taxing authorities by means of an IRS Form 1099.

9 **XVI. TAXATION AND ALLOCATION**

10 **A.** The Parties agree that all employees’ share of employment taxes and other legally  
11 required withholdings will be withheld from payments to the Settlement Class Members and  
12 Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in  
13 this Section.

14 **B.** In Defendant’s sole discretion, and to which Plaintiff and Class Counsel do not  
15 object, the amount of federal income tax withholding will be based upon a flat withholding rate for  
16 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or  
17 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local  
18 withholding codes or regulations.

19 **C.** For withholding tax characterization purposes and payment of taxes, the Individual  
20 Settlement Payments to Settlement Class Members shall be deemed twenty percent (20%) wages,  
21 for which Settlement Class Members shall receive an IRS form W-2, and eighty percent (80%)  
22 penalties, interest, and non-wage damages, for which Settlement Class Members shall receive an  
23 IRS form 1099.

24 **D.** Forms W-2 and/or Forms 1099 will be distributed at times and in the manner  
25 required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement,  
26 by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other  
27 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section  
28

1 may be modified in a manner to bring Defendant and this Agreement into compliance with any  
2 such changes.

3 E. The employer's share of payroll taxes and contributions on the wages portion of  
4 Individual Settlement Payments will be paid by Defendant in addition to and not as a deduction  
5 from the Gross Settlement Amount.

6 **XVII. COURT APPROVAL**

7 A. This Agreement and the Settlement is contingent upon final approval by the Court  
8 and entry of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably  
9 necessary to secure both preliminary approval and final approval of the Settlement, to the extent  
10 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other  
11 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all  
12 respects. Plaintiff and Defendant expressly agree that they will not file any objection to the terms  
13 of the Settlement or assist or encourage any person or entity to file any such objection.

14 B. In the event it becomes impossible to secure approval of the Settlement, the Parties  
15 shall be restored to their respective positions in the Litigation, as of the date on which the Settlement  
16 was reached, except as otherwise provided in Section XVIII, below.

17 **XVIII. MISCELLANEOUS PROVISIONS**

18 **A. Interim Stay of Litigation.**

19 Plaintiff and Defendant agree to the stay of all proceedings in the Litigation, including with  
20 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary  
21 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

22 **B. Interpretation of the Agreement.**

23 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except  
24 as expressly provided herein, this Agreement has not been executed in reliance upon any other  
25 written or oral representations or terms, and no such extrinsic oral or written representations or  
26 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties  
27 agree that this Agreement is to be construed according to its terms and may not be varied or  
28 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws

1 of the State of California, both in its procedural and substantive aspects, without regard to its  
2 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject  
3 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California  
4 for the County of Santa Clara, and Plaintiff and Defendant hereby consent to the personal  
5 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on her own behalf,  
6 and on behalf of the Class, and Defendant participated in the negotiation and drafting of this  
7 Agreement and had available to them the advice and assistance of independent counsel. As such,  
8 neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed  
9 against the other. The terms and conditions of this Agreement constitute the exclusive and final  
10 understanding and expression of all agreements between Plaintiff and Defendant with respect to  
11 the Settlement.

12 **C. Further Cooperation.**

13 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare  
14 and execute all documents, to seek the necessary approvals from the Court, and to do all things  
15 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

16 **D. Confidentiality of Documents and Information.**

17 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality  
18 of all documents and other information obtained in the Litigation that were specifically designated  
19 as confidential at the time they were produced (formally or informally) in the Litigation, unless  
20 ordered to be disclosed by the Court or by a subpoena.

21 **E. Publicity.**

22 The Parties and their counsel agree that they will not issue any press releases or initiate any  
23 contact with the media about the fact, amount or terms of the Settlement. Unless required by  
24 applicable law, neither Plaintiff nor her counsel shall publicize the terms of this Agreement in any  
25 medium, or initiate or issue any press release or have any communications to the press or media  
26 concerning the Action, the Settlement of the Action, and/or this Agreement except as ordered by  
27 the Court. If counsel for any of the Parties receives an inquiry about the Settlement from the media,  
28 counsel may respond by confirming only the terms of the Settlement which are publicly available.

1           **F.     Neutral Employment Reference.**

2           Defendant agrees that it will follow or adopt a neutral reporting policy regarding any future  
3 employment references related to Plaintiff. In the event that any potential or future employers of  
4 Plaintiff request a reference regarding Defendant’s employment of Plaintiff, Defendant shall only  
5 provide the requested Plaintiff’s dates of employment and job titles during employment. Defendant  
6 shall not refer to the Litigation or this Settlement.

7           **G.     Counterparts.**

8           The Agreement may be executed in one or more actual or non-original counterparts, either  
9 through a physical original, facsimile, electronic, or e-mail signature, all of which will be  
10 considered one and the same instrument and all of which will be considered duplicate originals.

11          **H.     Authority.**

12          Each individual signing below warrants that he or she has the authority to execute this  
13 Agreement on behalf of the Party for whom or which that individual signs.

14          **I.     No Third-Party Beneficiaries.**

15          Plaintiff, Settlement Class Members, Defendant, and Released Parties are intended  
16 beneficiaries of this Agreement, and there are no other third-party beneficiaries.

17          **J.     Modification.**

18          Before this Agreement has been submitted to the Court in connection with seeking  
19 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a  
20 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court  
21 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,  
22 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the  
23 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in  
24 this Agreement may be modified by agreement of counsel for the Parties in writing without  
25 approval by the Court if the Parties agree and cause exists for such modification. This Agreement  
26 may not be discharged except by performance in accordance with its terms or by a writing signed  
27 by the Parties.

28         ///

1           **K.     Deadlines Falling on Weekends or Holidays.**

2           To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or  
3 legal holiday, that deadline shall be continued until the following business day.

4           **L.     California Law Governs.**

5           All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted  
6 according to the laws of the State of California.

7           **M.     Waiver of Right to Appeal.**

8           The Parties and their attorneys agree to waive all appeals from the Court’s final approval of  
9 this Settlement, except as outlined herein.

10          **N.     Notices.**

11          Unless otherwise specifically provided herein, all notices, demands, or other  
12 communications given hereunder shall be in writing and shall be deemed to have been duly given  
13 as of the third business day after mailing by United States registered or certified mail, return receipt  
14 requested, addressed as follows:

15          **To Class Counsel:**  
16          Lawyers for Justice, PC  
17          Edwin Aiwazian  
18          Arby Aiwazian  
19          Joanna Ghosh  
20          Ovsanna Takvoryan  
21          410 West Arden Avenue, Suite 203  
22          Glendale, CA 91203  
23          Tel: (818) 265-1020  
24          Facsimile: (818) 265-1021  
25          Email: ovsanna@calljustice.com

15          **To Defense Counsel:**  
16          SCHOR, VOGELZANG & CHUNG LLP  
17          Julie A. Vogelzang  
18          Lisa Hird Chung  
19          Janelle Thornton  
20          2170 Fourth Avenue  
21          San Diego, California 32101  
22          Telephone: 619.906.2400  
23          Facsimile: 619.906.2401  
24          Email: lisa@svclegal.com

22          **O.     Circular 230 Disclaimer.**

23          Each Party to this Agreement (for purposes of this section, the “Acknowledging Party” and  
24 each Party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges  
25 and agrees that:

- 26                 1.       Neither Class Counsel nor Defense Counsel intend anything contained in  
27 this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this  
28 Settlement or any written communication or disclosure between or among the Parties or their

1 attorneys and other advisors, be relied upon as such within the meaning of United States Treasury  
2 Department Circular 230 (31 CFR Part 10, as amended) or otherwise;

3 2. The Acknowledging Party (i) has relied exclusively upon his, her or its own,  
4 independent legal and tax counsel for advice (including tax advice) in connection with this  
5 Agreement, (ii) has not entered into this Agreement based upon the recommendation of any Other  
6 Party or any attorney or advisor to any Other Party, and (iii) is not entitled to rely upon any  
7 communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty  
8 that may be imposed on the Acknowledging Party; and

9 3. No attorney or advisor to any Other Party has imposed any limitation that  
10 protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether  
11 such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment  
12 or tax structure of any transaction, including any transaction contemplated by this Agreement.

13 **P. Severability.**

14 In the event that any one or more of the provisions contained in this Agreement shall for  
15 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
16 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel,  
17 on behalf of the Parties, and the Settlement Class, mutually elect in writing to proceed as if such  
18 invalid, illegal, or unenforceable provision had never been included in this Agreement.

19 **Q. Binding on Successors and Assigns.**

20 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors  
21 or assigns of the Parties hereto, as previously defined.

22 **R. Waiver.**

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

26 **S. Representation by Counsel.**

27 The Parties acknowledge that they have been represented by counsel throughout all  
28 negotiations that preceded the execution of this Agreement, and that this Agreement has been

1 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class  
2 Counsel warrant and represent that there are no liens on the Agreement.

3 **T. Binding Agreement.**

4 The Parties warrant that they understand and have full authority to enter into this Settlement,  
5 and further intend that this Settlement Agreement will be fully enforceable and binding on all  
6 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in  
7 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that  
8 otherwise might apply under federal or state law.

9 **U. Entire Agreement.**

10 After it is signed and delivered by all Parties and their counsel, this Agreement and its  
11 exhibits will constitute the entire agreement between the Parties relating to the terms of Settlement,  
12 and will supersede any prior or contemporaneous oral representations, warranties, covenants, or  
13 inducements made to any Party concerning this Settlement and the terms of the Settlement.

14 **IT IS SO AGREED:**

15 Date: 08/25/2022, 2022

Electronically Signed: \_\_\_\_\_ 2022-08-25 21:45:49 UTC - 68.181.205.240  
Nintex AssureSign® \_\_\_\_\_ 16447aa5-9c51-46c0-babc-ae601661d36

DARLENE CABUAG, *Plaintiff*

17 Date: \_\_\_\_\_, 2022

WESTGATE PREMIER HEALTHCARE  
SERVICES, INC., *Defendant*

Name:

Position:

21 **APPROVED AS TO FORM:**

22 Date: 08/25/2022, 2022

LAWYERS *for* JUSTICE, PC



Edwin Aiwazian

*Attorneys for Plaintiff and Proposed Class*

26 Date: \_\_\_\_\_, 2022

SCHOR VOGELZANG & CHUNG LLP

Lisa Hird Chung

*Attorneys for Defendant*



1 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class  
2 Counsel warrant and represent that there are no liens on the Agreement.

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4 The Parties warrant that they understand and have full authority to enter into this Settlement,  
5 and further intend that this Settlement Agreement will be fully enforceable and binding on all  
6 Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in  
7 any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that  
8 otherwise might apply under federal or state law.

9 **U. Entire Agreement.**

10 After it is signed and delivered by all Parties and their counsel, this Agreement and its  
11 exhibits will constitute the entire agreement between the Parties relating to the terms of Settlement,  
12 and will supersede any prior or contemporaneous oral representations, warranties, covenants, or  
13 inducements made to any Party concerning this Settlement and the terms of the Settlement.

14 **IT IS SO AGREED:**

15 Date: \_\_\_\_\_, 2022

16 \_\_\_\_\_  
DARLENE CABUAG, *Plaintiff*

17 Date: 8/26, 2022

18 *Frederick J. Stamm*  
WESTGATE PREMIER HEALTHCARE  
19 SERVICES, INC., *Defendant*  
Name: *FREDERICK J. STAMM*  
20 Position: *PRESIDENT*

21 **APPROVED AS TO FORM:**

22 Date: \_\_\_\_\_, 2022

LAWYERS for JUSTICE, PC

23 \_\_\_\_\_  
Edwin Aiwazian  
24 *Attorneys for Plaintiff and Proposed Class*

25 Date: Aug. 26, 2022

SCHOR VOGELZANG & CHUNG LLP

26 \_\_\_\_\_  
*Lisa Hird Chung*  
27 Lisa Hird Chung  
28 *Attorneys for Defendant*