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12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF ALAMEDA

14 ALEJANDRO CASAS, ELIEZER GODA,
15 and MARY MARTINEZ, on behalf of all
16 others similarly situated, aggrieved
employees, and the State of California,

17 Plaintiffs,

18 v.

19 MISSION-HOPE DEVELOPMENTAL
SERVICES, INC., MISSION-HOPE DAY
20 PROGRAM, LLC, MISSION-HOPE DAY
PROGRAM BRENTWOOD, LLC,
21 VILLAGE PARKWAY WAY
PROGRAM, LLC, OSGOOD ROAD DAY
22 PROGRAM, LLC, MISSION BLVD DAY
PROGRAM, LLC, PROGRAM
23 MANAGEMENT NETWORK, LLC,
GLORIA GONZALES, JIAN GAMEZ,
24 FELY BAUTISTA, NISSIE ESCOLANO,
VY LE, FENINA GAMEZ PHAM,
25 DANIEL RANGEL, JORELLE GAMEZ,
NICOLE NUNNERY, JAY GAMEZ,
26 JUANITA NIMFA GAMEZ, and DOES
16-25,

27 Defendants.
28

Case No. RG15797671

ASSIGNED FOR ALL PURPOSES TO
HON. WINIFRED Y. SMITH
DEPARTMENT 21

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Complaint Filed: December 22, 2015
Amended Complaint Filed: February 8, 2016
SAC Filed: April 18, 2018

1 This Class Action Settlement Agreement and Release (“Settlement Agreement” or
2 “Agreement”), is made and entered into by, between, and among Plaintiffs ALEJANDRO CASAS,
3 ELIEZER GODA, AND MARY MARTINEZ (collectively “Plaintiffs”) on behalf of themselves and
4 the Settlement Class (as defined below) and on behalf of the State of California Labor and
5 Workforce Development Agency (“LWDA”), on the one hand, and Defendants MISSION-HOPE
6 DEVELOPMENTAL SERVICES, INC., MISSION-HOPE DAY PROGRAM, LLC, MISSION-
7 HOPE DAY PROGRAM BRENTWOOD, LLC, VILLAGE PARKWAY WAY PROGRAM, LLC,
8 OSGOOD ROAD DAY PROGRAM, LLC, MISSION BLVD DAY PROGRAM, LLC, PROGRAM
9 MANAGEMENT NETWORK, LLC, GLORIA GONZALES, JIAN GAMEZ, FELY BAUTISTA,
10 NISSIE ESCOLANO, VY LE, FENINA GAMEZ PHAM, DANIEL RANGEL, JORELLE
11 GAMEZ, NICOLE NUNNERY, JAY GAMEZ, and JUANITA NIMFA GAMEZ (collectively
12 “Defendants” or “Mission-Hope”) on the other hand. Plaintiffs and Defendants (collectively, the
13 “Parties”) enter into this Agreement to effect a full and final settlement and preclusive judgment
14 resolving all claims brought or that could have been brought against Mission-Hope in Alejandro
15 Casas et al. v. Mission-Hope Developmental Services, Inc. et al., Case No. RG15797671 (the
16 “Action”) based on the facts alleged in the Action. This Agreement is intended to fully and finally
17 compromise, resolve, discharge, and settle the Released Claims, as defined and on the terms set forth
18 below, and to the full extent reflected herein.

19 **1. RECITALS**

20 This Agreement is made in consideration of the following facts:

21 1.1 WHEREAS, on December 22, 2015, Plaintiffs Alejandro Casas, Eliezer Goda,
22 and Mary Martinez filed a putative class action complaint against Mission-Hope in Alameda
23 Superior Court, Case No. RG15797671 asserting various wage-related claims against Mission-Hope
24 arising from Mission-Hope’s alleged failure to provide meal period and rest breaks to its employees,
25 on behalf of themselves and a proposed class consisting of former and current Mission-Hope
26 employees, and alleging the following six causes of action (1) failure provide rest breaks, (2) failure
27 to provide meal periods, (3) failure to pay straight time wages and overtime, (4) failure to provide
28 accurate wage statements, (5) waiting time penalties, (6) unfair and unlawful business practices. On

1 February 8, 2016, Plaintiffs filed a First Amended Complaint, which added causes of action for (7)
2 declaratory relief, and (8) violation of the Private Attorneys General Act (“PAGA”). On April 18,
3 2018, Plaintiffs filed a Second Amended Complaint naming the individual defendants and additional
4 Mission-Hope entities in this action.

5 1.2 WHEREAS, Mission-Hope denies the allegations in the Action; denies that it
6 has engaged in any wrongdoing; denies that any Settlement Class Members were ever denied meal
7 periods or rest breaks; denies that Plaintiffs’ allegations state valid claims; denies that a litigation
8 class could properly be certified in the Action; denies that Plaintiffs’ claims could properly be
9 maintained as a PAGA representative action; and states that it is entering into this Settlement
10 Agreement solely to eliminate the burden, expense, and delay of further litigation, and on the express
11 conditions that (a) if for any reason the Settlement is not finalized according to the terms of this
12 Agreement, the Settlement and the documents generated as a result of the Settlement shall not be
13 usable for any purpose in the Action or any arbitration, and (b) this Settlement and the documents
14 generated as a result of the Settlement are not admissible or usable in any other civil or
15 administrative proceeding or arbitration, except to the extent necessary to enforce this Settlement
16 and the orders, judgment and agreements arising from this Settlement;

17 1.3 WHEREAS, a bona fide dispute exists as to whether any amount of wages or
18 penalties are due from Mission-Hope to any Settlement Class Members or to the Labor & Workforce
19 Development Agency (“LWDA”);

20 1.4 WHEREAS, while litigating the Action, the Parties engaged in substantial
21 discovery, including document requests and interrogatories propounded by Plaintiffs and to which
22 Mission-Hope responded; document requests and interrogatories propounded by Mission-Hope to
23 which Plaintiffs responded; and the depositions of putative class members;

24 1.5 WHEREAS, in preparation for mediation, the Parties also engaged in informal
25 discovery, exchanging information and reviewing and analyzing extensive data made available by
26 Mission-Hope, which enabled Plaintiffs and the mediator to thoroughly evaluate Plaintiffs’ claims
27 and the claims of the putative class, and the likely outcomes, risks and expense of pursuing
28 litigation;

1 1.6 WHEREAS, the Parties attended an in-person mediation session with
2 professional mediator Michael Loeb, where the Parties discussed settlement terms at length with the
3 mediator, before agreeing to the terms of this arm's-length Settlement;

4 1.7 WHEREAS, as a result of the mediation, Plaintiffs and Class Counsel believe
5 that the Settlement provides a favorable recovery for the Settlement Class, based on the claims
6 asserted, the evidence developed, and the damages that might be proven against Mission-Hope in the
7 Action. Plaintiffs and Class Counsel further recognize and acknowledge the expense and length of
8 continued proceedings necessary to prosecute the Action against Mission-Hope through trial and
9 appeals. They also have considered the uncertain outcome and the risk of any litigation, especially
10 in complex litigation such as the Action, as well as the difficulties and delays inherent in any such
11 litigation. They are also mindful of the inherent challenges of proof and the strength of the defenses
12 to the alleged claims, and therefore believe that it is desirable that the Released Claims be fully and
13 finally compromised, settled, and resolved with prejudice as set forth herein, subject to the approval
14 of the Court;

15 1.8 WHEREAS, Plaintiffs and Class Counsel, based on their own independent
16 investigations and evaluations, have examined the benefits to be obtained under the terms of this
17 Settlement Agreement, have considered the claims of the Plaintiffs, the claims of the average
18 Settlement Class Member, the risks associated with the continued prosecution of the Action, and the
19 likelihood of success on the merits of the Action, and believe that, after considering all the
20 circumstances, including the uncertainties surrounding the risk of further litigation and the defenses
21 that Mission-Hope has asserted and could assert, the proposed Settlement set forth in this Agreement
22 is fair, reasonable, adequate, in the best interests of Plaintiffs and the Settlement Class, and confers
23 substantial benefits upon the Settlement Class;

24 1.9 WHEREAS, Plaintiffs warrant and represent that they are effecting this
25 Settlement and executing this Agreement after having received full legal advice as to their respective
26 rights and have had the opportunity to obtain independent counsel to review this Agreement;

27 1.10 WHEREAS, the Parties further agree that the Agreement, the fact of this
28 Settlement, and any of the terms of this Agreement, and any documents filed in connection with the

1 Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as, an
2 admission, finding, or evidence of: (i) any wrongdoing, (ii) any violation of any statute or law, (iii)
3 any liability on the claims or allegations in the Action on the part of any Released Parties, or (iv) the
4 propriety of certifying a litigation class or pursuing representative relief under the PAGA in the
5 Action or any other proceeding; and shall not be used by any person for any purpose whatsoever in
6 any legal proceeding, including but not limited to arbitrations, and/or other civil and/or
7 administrative proceedings, other than a proceeding to enforce the terms of the Agreement. There
8 has been no final determination by any court as to the merits of the claims asserted by Plaintiffs
9 against Mission-Hope, nor has there been any final determination as to whether a class should be
10 certified or whether PAGA representative claims may properly be pursued, other than for settlement
11 purposes only;

12 1.11 WHEREAS, for settlement purposes only, Mission-Hope will stipulate to the
13 certification of class claims that are subject to the certification requirements of California Code of
14 Civil Procedure Section 382. Mission-Hope disputes that certification is proper for the purposes of
15 litigating the class claims proposed in or flowing from the claims asserted in the Action;

16 1.12 WHEREAS, the Parties desire to compromise and settle all issues and claims
17 that have been, could have been, or should have been brought against Mission-Hope or related
18 persons in the Action, including all claims brought on a putative class and PAGA representative
19 basis in the Action;

20 1.13 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO,
21 AND AGREED, by the Plaintiffs for themselves and on behalf of the Settlement Class, and by
22 Mission-Hope that, subject to the approval of the Court, the Action shall be settled, compromised,
23 and dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully
24 compromised, settled and dismissed as to the Released Parties, in the manner and upon the terms and
25 conditions hereafter set forth in this Agreement.

26 2. DEFINITIONS

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

1
2 2.1 “Class Counsel” means Hoyer & Hicks, including individual attorneys
3 Richard A. Hoyer and Ryan L. Hicks.

4 2.2 “Class Counsel Award” means (i) the attorneys’ fees for Class Counsel’s
5 litigation and resolution of the Action, and all claims resolved by this Settlement, as awarded by the
6 Court, which may not exceed one-third (1/3) of the Total Settlement Amount plus (ii) all expenses
7 and costs incurred by Class Counsel in litigation and resolution of the Action, and all claims
8 resolved by this Settlement, as awarded by the Court.

9 2.3 “Class Information” means information regarding Settlement Class Members
10 that Mission-Hope will in good faith compile from its records and provide to the Settlement
11 Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall
12 include, if possible, for each Settlement Class Member: full name, phone number, last four digits of
13 Social Security Number, number of Qualifying Workweeks and last known address. Because
14 Settlement Class Members’ private information is included in the Class Information, Class Counsel
15 and the Settlement Administrator shall maintain the Class Information in confidence and shall use
16 and disclose Class Information only for purposes of this Settlement and for no other purpose; access
17 shall be limited to the Settlement Administrator personnel with a need to use the Class Information
18 as part of the administration of the Settlement.

19 2.4 “Class Notice” means the notice of class action settlement to be provided to
20 Settlement Class Members, without material variation from the relevant portion of Exhibit 1.

21 2.5 “Court” means Alameda County Superior Court.

22 2.6 “Effective Date” means the first court day after the latter of: (a) in the event of
23 an timely appeal filed by a Settlement Class Member who has moved to intervene in the State Action
24 and/or moved to set aside the Final Judgment, the date of final affirmance of an appeal of the Final
25 Order and Final Judgment; (b) in the event of an timely appeal filed by a Settlement Class Member
26 who has moved to intervene in the State Action and/or moved to set aside the Final Judgment, the
27 date of final dismissal of any appeal from the Final Order and Final Judgment or the final dismissal
28 of any proceeding on certiorari to review the Final Order and Final Judgment; (c) in the event of an

1 timely appeal filed by a Settlement Class Member who has moved to intervene in the State Action
2 and/or moved to set aside the Final Judgment, five days after the expiration date of the time for the
3 filing or noticing of any appeal from the Final Order and Final Judgment if any timely Objections
4 are served on the Administrator; or (d) if no Settlement Class Member has moved to intervene or
5 moved to set aside the Judgment, the date of the Final Judgment.

6 2.7 “Exclusion/Objection Deadline” means the final date by which a Settlement
7 Class Member may either (i) submit an objection to any aspect of the Settlement, or (ii) request to be
8 excluded from the Settlement (also known as “opting out” of the Settlement). The
9 Exclusion/Objection Deadline shall be sixty (60) days after the Notice Date, and shall be specifically
10 identified and set forth in the Preliminary Approval Order and the Class Notice.

11 2.8 “Final Approval” means the Court’s entry of a Final Approval order finally
12 approving this Settlement.

13 2.9 “Final Approval Hearing” means the hearing at or after which the Court will
14 make a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore,
15 finally approved by the Court.

16 2.10 “First Payment” means the payment by Mission-Hope of half of the Total
17 Settlement Amount made to the Settlement Administrator within seven (7) calendar days of the
18 Effective Date of this Agreement.

19 2.11 “Individual Settlement Payment” means the amount payable from the Total
20 Settlement Amount to each Settlement Class Member who does not opt out. The Individual
21 Settlement Payment shall be calculated pursuant to Section V herein.

22 2.12 “Individual Release” means any agreement entered into between the Released
23 Parties and Settlement Class Members that released, waived, or relinquished for consideration claims
24 that would be covered by the Settlement Class Members’ Released Claims as defined in Paragraph
25 2.35.

26 2.13 “Judgment” means the judgment to be entered in the Action on Final
27 Approval of this Settlement.
28

1 2.14 “Legally Authorized Representatives” means an administrator/administratrix,
2 personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a
3 guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other
4 legally appointed person responsible for handling the business affairs of a Settlement Class Member.

5 2.15 “Named Plaintiffs’ General Released Claims” means any and all past, present,
6 and future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or
7 liabilities, of any nature and description whatsoever, known or unknown, existing or potential,
8 recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including
9 but not limited to those based in contract or tort, common law or equity, federal, state, or local law,
10 statute, ordinance, or regulation), and for claims for compensatory, consequential, punitive or
11 exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or disbursements,
12 against the Released Parties, including unknown claims covered by California Civil Code section
13 1542, as quoted below in Paragraph 9.4, by the Plaintiffs, arising during the period from the
14 beginning of the Plaintiffs’ first interaction with Mission-Hope to the date on which the Court enters
15 the order of Final Approval of this Settlement, for any type of relief that can be released as a matter
16 of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including
17 civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees,
18 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
19 claims which cannot be released as a matter of law. Plaintiffs will generally release all known and
20 unknown claims against Mission-Hope, and waive the application of section 1542 of the California
21 Civil Code. The claims released pursuant to this paragraph include but are not limited to the
22 Settlement Class Members’ Released Claims, as well as any other claims under any provision of the
23 Fair Labor Standards Act, the California Labor Code, the California Code of Regulations, or any
24 applicable California Industrial Welfare Commission Wage Order(s), and claims under state or
25 federal discrimination statutes, including, without limitation the California Fair Employment and
26 Housing Act, California Government Code section 12940 et seq.; the California Constitution; Title
27 VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the Americans with Disabilities Act,
28 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act of 1967, as amended; the

Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their implementing regulations and interpretive guidelines.

2.16 “Net Settlement Fund” means the portion of the Total Settlement Amount to be distributed to Settlement Class members after the payment by the Settlement Administrator of the Class Counsel award, Settlement Administrator Expenses, PAGA Payment, and Service Awards.

2.17 “Notice Date” means the date of the initial distribution of the Class Notice to Settlement Class Members, as set forth in Section VI.

2.18 “Opt Out List” means the Court-approved list of all persons who timely and properly request exclusion from the Settlement Class.

2.19 “PAGA Claims” means the Plaintiffs’ representative claims seeking penalties pursuant to PAGA, as alleged in the Complaint to the fullest extent permitted by law.

2.20 “PAGA Payment” means a total payment of \$10,000 to settle all claims under the PAGA. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA and 25% will be distributed to Settlement Class Members and considered penalties for tax reporting purposes.

2.21 “Plaintiffs” means Alejandro Casas, Eliezer Goda, and Mary Martinez.

2.22 “Plan of Allocation” means the plan for allocating the Total Settlement Amount between and among Settlement Class Members as approved by the Court.

2.23 “Preliminary Approval Date” means the date that the Court enters the Preliminary Approval Order and thus: (i) preliminarily approves the Settlement, and the exhibit thereto, and (ii) enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement Class, an opportunity to submit timely and proper objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of the Class Counsel Award.

2.24 “Preliminary Approval Order” means the order that Plaintiffs and Mission-Hope will seek from the Court granting preliminary approval to the Settlement Agreement. Entry of the Preliminary Approval Order shall constitute preliminary approval of the Settlement Agreement.

1 2.25 “Qualifying Workweek” is any calendar week in which the employee
2 performed work.

3 2.26 “Released Claims” means (i) Settlement Class Members’ Released Claims
4 and (ii) Named Plaintiffs’ General Released Claims.

5 2.27 “Released Parties” means (i) Mission-Hope Developmental Services, Inc.,
6 Mission-Hope Day Program, LLC, Mission-Hope Day Program Brentwood, LLC, Village Parkway
7 Way Program, LLC, Osgood Road Day Program, LLC, Mission Blvd Day Program, LLC, Program
8 Management Network, LLC, and its past, present, and future parents, subsidiaries, affiliates,
9 divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or
10 domestic, that are owned or controlled by Mission-Hope, and (ii) the individual defendants for
11 whom Mission-Hope employs or has employed, including Gloria Gonzales, Jian Gamez, Fely
12 Bautista, Nissie Escolano, Vy Le, Fenina Gamez Pham, Daniel Rangel, Jorelle Gamez, Nicole
13 Nunnery, Jay Gamez, and Juanita Nimfa Gamez, and those individuals’ heirs, administrators,
14 representatives, executors, successors, and assigns.

15 2.28 “Second Payment” means the payment by Mission-Hope to the Settlement
16 Administrator of the second half of the Total Settlement Amount made within one year and seven (7)
17 calendar days of the Effective Date of this Agreement.

18 2.29 “Service Award” means the amount approved by the Court to be paid to
19 Plaintiffs Alejandro Casas, Eliezer Goda, and Mary Martinez, in addition to their respective
20 Individual Settlement Payment, in recognition of their efforts in coming forward as named plaintiffs
21 and as consideration for a full, general, and comprehensive release of the Named Plaintiffs’ General
22 Released Claims. The Service Award amount payable to Plaintiffs is not to exceed \$7,500, for each
23 of the three individuals.

24 2.30 “Settlement” means the settlement of the Action between and among Plaintiffs
25 and Mission-Hope, as set forth in this Settlement Agreement.

26 2.31 “Settlement Administrator” means the administrator approved and/or
27 designated by the Court.
28

1 2.32 “Settlement Administrator Expenses” means the amount to be paid to the
2 Settlement Administrator exclusively from the Total Settlement Amount, including the total costs,
3 expenses, and fees of the Settlement Administrator. The amount is not to exceed \$25,000. If the
4 Settlement Administrator’s expenses are less than \$25,000, the balance of such funds shall be
5 included in the amount to be distributed to the Settlement Class pursuant to paragraph 10.2.5.

6 2.33 “Settlement Class” means all individuals in California who have worked for
7 Mission-Hope as Program Instructors, Drivers, or a combination of both positions from December
8 22, 2011 through Preliminary Approval.

9 2.34 “Settlement Class Member” means any member of the Settlement Class.

10 2.35 “Settlement Class Members’ Released Claims” means any and all past and
11 present claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or
12 liabilities, of any nature and description whatsoever, known or unknown, existing or potential,
13 recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including
14 but not limited to those based in common law or equity, federal, state, or local law, statute,
15 ordinance, or regulation), and for claims for compensatory, consequential, punitive or exemplary
16 damages, statutory damages, declaratory relief, injunctive relief, equitable relief, penalties, interest,
17 attorneys’ fees, costs or disbursements, including but not limited to those incurred by Class Counsel
18 or any other counsel representing the Plaintiffs or any Settlement Class Members (other than those
19 expressly awarded by the Court in the Class Counsel Award authorized by this Agreement), that
20 arise from or are reasonably based on or related to Mission-Hope’s alleged failure to provide meal
21 periods or rest breaks to Settlement Class Members by other entities or individuals, and specifically
22 including the following claims arising from, based on, or reasonably relating to the claims asserted
23 and the facts alleged in the Action: including claims (based on the facts alleged in the Action) for
24 unpaid wages (including claims for minimum wage, regular wages, overtime, final wages,
25 calculation of the correct overtime or regular rate, and meal period and rest period premiums),
26 liquidated damages, expense reimbursements, interest, penalties (including waiting time penalties
27 pursuant to Labor Code Section 203, wage statement penalties pursuant to Labor Code Section 226,
28 restitution, and civil penalties pursuant to the PAGA based on any provision of the Labor Code,

Wage Orders or any other statute or regulation to the fullest extent permitted by law), claims pursuant to Labor Code Sections 200–204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221, 222.5, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 350-356, 432.4, 450, 510, 512, 551–552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2753, 2802, 2804, and 2699 et seq., Code of Civil Procedure Section 1021.5, the California Code of Regulations, Title 8, Sections 11010 and 11040, the Industrial Welfare Commission Wage Orders, claims under Business and Professions Code Section 17200, et seq., claims under the federal Fair Labor Standards Act, claims for attorneys’ fees and costs, and unfair business practices. “Settlement Class Members’ Released Claims” do not include claims that, as a matter of law cannot be released and do not include claims for retaliation, discrimination, wrongful termination, or individual claims filed with the appropriate agency for the recovery of workers’ compensation benefits. “Settlement Class Members’ Released Claims” are released through the Preliminary Approval Date.

2.36 “Settlement Class Period” means December 22, 2011, through the Preliminary Approval Date, except for those employees who filed claims with the Labor Commissioner and dismissed them to pursue their claims through this class action. Those employees are listed below and the Settlement Class Period pertaining to these employees is March 21, 2011 through the Preliminary Approval Date:

Last	First
Acupan	Joel
Alegre	Simplicio
Astrera	Espiridion
Baena	Samuel
Bardos	Raymond
Benneth	Michael
Bi	Nafiza
Bracero	Jessie

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Cabello	Beatriz
Camaquin	Romeo
Cansino	Roberto
Casas	Alejandro
Constantino	Jose Ariel
Cruz	Crystalyn
Dait	Mary Cris
de Guzman	Estrella
de Leon	Luis
Dela Cruz	Emily
Dela Cruz	Pablito
Ducusin	Cesar
Dumlao	Mari Jean
Erasquin	Jayrose
Garrovillas	Kimberly
Goda	Eliezer
Gonzalez	Liliana
Gonzalez	Paola
Javier	Virginia
Javier	Alfredo
Jose	Teodoro
Lavarius	Erlinda
Lopez	Leah
Lopez	Jesus
Lopez	Lizette
Macaauley	Jaime
Madera	Myrna

Mina	Anthony
Martinez	Mary
Mendoza Espinoza	Elizabeth
Mina	Anthony
Nipo	Lilibeth
Ostil	Loreta
Perez	Keyra Ann
Penafiel	Darryl
Publico	Nelson
Ramirez	Rene
Renante	Mazon
Roxas	Danica
Roxas	Patria
Ruiz	Teresita
Sales	Dan
Singh Bainsal	Carolina
Soriano	Myra
Turner	Keith
Ustare	Emma
Vasquez	Patricia
Vicente	Eric
Wainiweh	Daniel
Yan	Christal

2.37 “Total Settlement Amount” means Seven Hundred Sixty-Five Thousand, Seven Hundred Fifty (\$767,500) for payment of all claims, which is the maximum amount that Mission-Hope is obligated to pay under this Settlement Agreement under any circumstances in order

1 to resolve and settle the Action, subject to Court approval. The Total Settlement Amount includes
2 all costs and fees, including, but not limited to, the Class Counsel Award, Settlement Administrator
3 Expenses, escrow costs and expenses, Service Award, interest, and taxes and tax expenses.

4 2.38 "Void Date" means the date by which any checks issued to Settlement Class
5 Members shall become void, i.e. on the 181st day after mailing.

6 **3. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
7 **PRELIMINARY AND FINAL APPROVAL**

8 3.1 Upon execution of this Settlement Agreement, the Plaintiffs shall submit to
9 the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval
10 shall include a proposed plan for sending of the Class Notice to Settlement Class Members within
11 twenty-one (21) days after the Preliminary Approval Date (the Notice Date), and establishing a
12 period of sixty (60) days from the Notice Date within which any Settlement Class Member may (i)
13 request exclusion from the Settlement Class, (ii) object to the proposed Settlement, or (iii) object to
14 Class Counsel's request for the Class Counsel Award and for the Service Award to the Plaintiff (the
15 Exclusion/Objection Deadline).

16 3.2 The Parties stipulate to certification under California Code of Civil Procedure
17 Section 382, for settlement purposes only, of the Settlement Class, excluding the Settlement Class's
18 PAGA Claims. The Parties agree that this stipulation shall not be admissible in, and may not be
19 used by any person for any purpose whatsoever in any legal proceeding, including but not limited to
20 any arbitrations and/or any civil and/or administrative proceedings, other than a proceeding to
21 enforce the terms of the Agreement, as further set forth in this Agreement.

22 3.3 The Parties stipulate to the form of, and agree to submit to the Court for its
23 consideration this Settlement Agreement, and the following Exhibit(s) to this Settlement Agreement:
24 Class Notice (Exhibit 1); Notice of Final Approval of Settlement (Exhibit 2).

25 3.4 Solely for purposes of implementing this Agreement and effectuating the
26 proposed Settlement, the Parties agree and stipulate that:

27 3.4.1 The Court may enter the Preliminary Approval Order, preliminarily
28 approving the Settlement and this Agreement. Among other things, the Preliminary

1 Approval Order shall grant leave to preliminarily certify the Settlement Class for settlement
2 purposes only; approve the Plaintiffs as class representatives, appoint Class Counsel to
3 represent the Settlement Class, and appoint the Settlement Administrator; approve the Class
4 Notice, and the class notice plan embodied in the Settlement Agreement, and approve them
5 as consistent with California Rules of Court 3.766(d) and 3.769(f) and due process; set out
6 the requirements for disputing the information upon which Settlement Class Members' share
7 of the Settlement will be calculated, objecting to the Settlement, excluding Settlement Class
8 Members who timely and properly request to be excluded from the Settlement Class, all as
9 provided in this Agreement; and provide that certification and all actions associated with
10 certification are undertaken on the condition that the certification and other actions shall be
11 automatically vacated and of no force or evidentiary effect if this Agreement is terminated or
12 disapproved, as provided in this Agreement.

13 3.5 Class Counsel will submit to the LWDA all papers filed by Plaintiffs relating
14 to the preliminary approval of this Agreement within two (2) days of the filing of that motion.

15 3.6 At the Final Approval Hearing, the Plaintiffs shall request entry of a Final
16 Approval order and a Judgment, to be agreed upon by the Parties, the entry of which is a material
17 condition of this Settlement and that, among other things:

18 3.6.1 Finally approves the Settlement as fair, reasonable, and adequate and
19 directs its consummation pursuant to the terms of the Settlement Agreement;

20 3.6.2 Finds that Class Counsel and Plaintiffs adequately represented the
21 Settlement Class for the purpose of entering into and implementing the Agreement;

22 3.6.3 Re-confirms the appointment of the Settlement Administrator and
23 finds that the Settlement Administrator has fulfilled its duties under the Settlement to date;

24 3.6.4 Finds that the Class Notice (i) constituted the best practicable notice;
25 (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise
26 Settlement Class Members of the pendency of the Action, and their right to exclude
27 themselves from or object to the proposed settlement and to appear at the Final Approval
28 Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all

1 persons entitled to receive notice; and (iv) met all applicable requirements of California
2 Rules of Court 3.766(d) and 3.769(f), due process, and any other applicable rules or law;

3 3.6.5 Approves the Opt-Out List and determines that the Opt-Out List is a
4 complete list of all Settlement Class Members who have timely and properly requested
5 exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by
6 the Final Approval order and Judgment;

7 3.6.6 Directs that the Final Approval order and Judgment of dismissal shall
8 be final and entered forthwith;

9 3.6.7 Without affecting the finality of the Final Approval order and
10 Judgment, directs that the Court retains continuing jurisdiction over the Plaintiffs, the
11 Settlement Class, and Mission-Hope as to all matters concerning the administration,
12 consummation, and enforcement of this Settlement Agreement;

13 3.6.8 Adjudges that, as of the Final Approval Date, the Plaintiff, and all
14 Settlement Class Members who have not been excluded from the Settlement Class as
15 provided in the Opt-Out List approved by the Court, and their Legally Authorized
16 Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries,
17 representatives, agents, assigns, and successors, and/or anyone claiming through them or
18 acting or purporting to act for them or on their behalf, regardless of whether they have
19 received actual notice of the proposed Settlement, have conclusively compromised, settled,
20 discharged, and released the Named Plaintiffs' General Released Claims (in the case of the
21 Plaintiffs) and Settlement Class Members' Released Claims (in the case of the Settlement
22 Class Members) against Mission-Hope and the Released Parties, and are bound by the
23 provisions of this Agreement;

24 3.6.9 Affirms that, notwithstanding the submission of a timely and proper
25 request for exclusion, Settlement Class Members will still be bound by the settlement and
26 release of the PAGA Claims or remedies under the Final Judgment pursuant to *Arias v.*
27 Superior Court, 46 Cal. 4th 969 (2009) as requests for exclusion do not apply to the PAGA
28 Claims, and further affirms that the LWDA's claims for civil penalties pursuant to PAGA for

1 violations of the Released Claims are also extinguished;

2 3.6.10 Declares this Agreement and the Final Approval order and Judgment
3 to be binding on, and have res judicata and preclusive effect as to all pending and future
4 lawsuits or other proceedings: (i) that encompass the Named Plaintiffs' General Released
5 Claims and that are maintained by or on behalf of the Plaintiff's and/or their Legally
6 Authorized Representatives, heirs, estates, trustees, executors, administrators, principals,
7 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
8 through them or acting or purporting to act for them or on their behalf, and (ii) that
9 encompass the Settlement Class Members' Released Claims and that are maintained by or on
10 behalf of any Settlement Class Member who has not been excluded from the Settlement
11 Class as provided in the Opt-Out List approved by the Court and/or his or her Legally
12 Authorized Representatives, heirs, estates, trustees, executors, administrators, principals,
13 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
14 through them or acting or purporting to act for them or on their behalf, regardless of whether
15 the Settlement Class Member previously initiated or subsequently initiates individual
16 litigation or other proceedings encompassed by the Settlement Class Members' Released
17 Claims, and even if such Settlement Class Member never received actual notice of the Action
18 or this proposed Settlement;

19 3.6.11 Determines that the Agreement and the Settlement provided for herein,
20 and any proceedings taken pursuant thereto, are not, and should not in any event be offered,
21 received, or construed as evidence of, a presumption, concession, or an admission by any
22 party of liability or non-liability or of the certifiability or non-certifiability of a litigation
23 class, or that PAGA representative claims may validly be pursued, or of any
24 misrepresentation or omission in any statement or written document approved or made by
25 any Party; provided, however, that reference may be made to this Agreement and the
26 Settlement provided for herein in such proceedings as may be necessary to effectuate the
27 provisions of this Agreement, as further set forth in this Agreement;
28

1 3.6.12 Orders that the preliminary approval of the Settlement, certification of
2 the Settlement Class and final approval of the proposed Settlement, and all actions associated
3 with them, are undertaken on the condition that they shall be vacated if the Settlement
4 Agreement is terminated or disapproved in whole or in part by the Court, or any appellate
5 court and/or other court of review, in which event the Agreement and the fact that it was
6 entered into shall not be offered, received, or construed as an admission or as evidence for
7 any purpose, including but not limited to an admission by any Party of liability or non-
8 liability or of any misrepresentation or omission in any statement or written document
9 approved or made by any Party, or of the certifiability of a litigation class or the
10 appropriateness of maintaining a PAGA representative action, as further provided in this
11 Settlement Agreement;

12 3.6.13 Authorizes the Parties, without further approval from the Court, to
13 agree to and adopt such amendments, modifications, and expansions of this Agreement,
14 including all Exhibits hereto, as (i) shall be consistent in all material respects with the Final
15 Approval order and (ii) do not limit the rights of Settlement Class Members; and

16 3.6.14 Contains such other and further provisions consistent with the terms of
17 this Settlement Agreement to which the Parties expressly consent in writing.

18 3.7 At the Final Approval Hearing and as a part of the final approval of this
19 Settlement, Class Counsel will also request approval of the Plan of Allocation set forth in Section V.
20 Any modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
21 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
22 Agreement, or (iii) impose any obligation on the Defendant or any Released Party to increase the
23 consideration paid in connection with the Settlement.

24 3.8 At the Final Approval Hearing, Class Counsel may also request entry of an
25 Order approving the Class Counsel Award and the Service Award to the Plaintiffs, which shall be
26 paid exclusively from the Total Settlement Amount and in accordance with the distribution plan
27 described in Section V. In no event shall any Released Party otherwise be obligated to pay for any
28 attorneys' fees and expenses or Service Award. The disposition of Class Counsel's application for a

1 Class Counsel Award, and for the Service Award, is within the sound discretion of the Court and is
2 not a material term of this Settlement Agreement, and it is not a condition of this Settlement
3 Agreement that such application be granted. Any disapproval or modification of such application by
4 the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the
5 Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration
6 Defendant or any Released Party pays in connection with the Settlement. Released Parties shall
7 have no liability to Class Counsel arising from any claim regarding the division of the Class Counsel
8 Award between and among Class Counsel or any other counsel representing Plaintiffs or the
9 Settlement Class Members.

10 3.9 In no event shall Mission-Hope or any Released Party be obligated to pay
11 Settlement Administration Expenses beyond those provided for in this Agreement.

12 3.10 Within 10 days after entry of Judgment, Class Counsel will submit a copy of
13 the Judgment to the LWDA.

14 **4. SETTLEMENT CONSIDERATION**

15 4.1 The total consideration for the Settlement from Mission-Hope is the Total
16 Settlement Amount (\$767,500), made in two installments, which are separated by one year. This is
17 an “all in” number that includes, without limitation, all monetary benefits and payments to the
18 Settlement Class, Service Award, Class Counsel Award, Settlement Administrator Expenses and the
19 PAGA Payment, and all claims for interest, fees, and costs. Under no circumstances shall Mission-
20 Hope be required to pay anything more than the Total Settlement Amount. In no event shall
21 Mission-Hope be liable for making any payments under this Settlement, or for providing any relief
22 to Settlement Class Members, before the deadlines set forth in this Agreement. The Parties agree that
23 the entire amount of the Net Settlement Fund, less the employee’s share of applicable payroll taxes,
24 shall be distributed to Participating Class Members. Defendants will be responsible for the
25 employer’s share of payroll taxes, which will not be deducted from the Total Settlement Amount.

26 4.2 The Plaintiffs and all Settlement Class Members who receive a payment of
27 any kind from the Total Settlement Amount (including, in the case of the Plaintiffs, the Service
28 Award) expressly acknowledge that two thirds (2/3) of such payments shall be considered non-

1 wages for which an IRS Form 1099 will be issued, if required, and one third (1/3) shall be
2 considered wages for which an IRS Form W-2 shall be issued. The Plaintiffs and all Settlement
3 Class Members who receive a payment of any kind from the Total Settlement Amount agree to
4 timely pay in full all of the federal, state, and municipal income taxes owed on such payments.

5 4.3 Mission-Hope agrees not to oppose a request for the Service Award for
6 Plaintiffs, as awarded by the Court, up to a maximum of \$7,500 for each named Plaintiff. The
7 Plaintiff and Class Counsel agree not to seek a Service Award in excess of the above amount.

8 4.4 Class Counsel agrees not to seek an award of attorneys' fees, costs and
9 expenses from the Court in excess of one third (1/3) of the Total Settlement Amount plus reasonable
10 costs incurred. Mission-Hope agrees not to oppose a request for attorneys' fees, costs and expenses
11 up to one third (1/3) of the Total Settlement Amount. Any amount awarded as the Class Counsel
12 Award shall be inclusive of any and all amounts due to or claimed by any and all counsel
13 representing Plaintiffs. Released Parties and Settlement Class Members shall have no obligation
14 regarding or liability for allocation or payment of the Class Counsel Award.

15 4.5 The Settlement Administrator shall pay the Class Counsel Award by check,
16 payable to "Hoyer & Hicks." Class Counsel shall provide the Settlement Administrator notice of
17 receipt of the Class Counsel Award. Released Parties shall have no liability to Class Counsel or any
18 other counsel for Plaintiffs or any Settlement Class Member arising from any claim regarding the
19 division of the Class Counsel Award.

20 **5. FUNDING AND ALLOCATION OF THE SETTLEMENT**

21 5.1 The funding of this settlement will be completed in two parts. Within
22 fourteen (14) calendar days of the Effective Date, Mission-Hope shall provide half the Total
23 Settlement Amount (\$383,750) as the First Payment to the Settlement Administrator. Within one
24 year and fourteen calendar days of the Effective Date, Mission-Hope shall provide the other half of
25 the Total Settlement Amount (\$383,750) as the Second Payment to the administrator. After each
26 payment, the Settlement Administrator shall thereafter distribute the funds in the manner and at the
27 times set forth in this Agreement.
28

1 5.2 Within seven (7) days of the First Payment, the payment of half of the Class
2 Counsel Award (up to One Hundred Twenty-Seven Thousand and Nine Hundred Sixteen Dollars
3 and Eighty Three Cents (\$127,916.83)), half the Service Award approved by the Court (up to Ten
4 Three Thousand Seven Hundred Fifty Dollars (\$3,750) for each Plaintiff), and the Settlement
5 Administrator Expenses (up to \$25,000), shall be made by the Settlement Administrator from the
6 First Payment. Within seven (7) calendar days of the Second Payment, the payment of the second
7 half of the Class Counsel Award (\$127,916.83) and half the Service Award approved by the Court
8 (up to \$3,750), shall be made by the Settlement Administrator from the Second Payment.

9 5.3 To receive a payment from the Settlement, a Settlement Class Member must
10 not have submitted a request for exclusion from the Settlement. Settlement Class Members are not
11 eligible to receive any compensation from the Settlement other than the Individual Settlement
12 Payment.

13 5.4 The amount of each Settlement Class Member's Individual Settlement
14 Payment will be distributed from the Total Settlement Amount and calculated in proportion to
15 Mission-Hope's best estimate of each Settlement Class Member's total weeks worked during the
16 Settlement Class Period (see Paragraph 2.35 above) at Mission-Hope, as determined from the Class
17 Information provided to the Settlement Administrator by Mission-Hope. Class Counsel will be
18 permitted to review and approve the calculation of settlement funds to be distributed. If under the
19 Plan of Allocation a Settlement Class Member will be distributed \$10 or more, then he or she will
20 receive the entitled amount. If, however, the Settlement Class Member is due less than \$10, then his
21 or her Individual Settlement Payment will be for \$10.

22 5.5 In order to account for Settlement Class Members who previously signed
23 releases or settlement agreements which release claims corresponding with the Settlement Class
24 Members' Released Claims, the distribution calculation shall be made by determining the sum of the
25 Net Settlement Fund added to the amounts paid to Settlement Participating Class Members who
26 signed Individual Releases. All Settlement Class Members entitled to less money under this
27 Agreement than previously received through Individual Releases will be removed from the
28 distribution calculation. Those Settlement Class Members entitled to more money under this

1 agreement will be entitled to an amount proportional to the difference between what they would be
2 entitled to under this Agreement and what they previously received through Individual Releases.
3 The final distribution calculation will disregard amounts previously paid in Individual Releases.

4 5.6 The distribution of the Individual Settlement Payments to Settlement Class
5 Members will be accomplished in two parts. The first distribution will occur after the First Payment.
6 The Settlement Administrator shall make Individual Settlement Payments to the Settlement class
7 members from the available funds remaining after distributing half the Class Counsel Award, half
8 the Service Award approved by the Court, and the Settlement Administrator Expenses. The second
9 distribution will occur after the second payment from the available funds remaining after distributing
10 other half of the Class Counsel Award and Service Award approved by the Court. The second
11 distribution will be divided proportionally among those Settlement Class Members who received and
12 cashed their first Individual Settlement Payments.

13 5.7 Following the first distribution of the Individual Settlement Payments to
14 Settlement Class Members, all funds not claimed prior to the Void Date (i.e. all funds from uncashed
15 checks) shall be retained and distributed to the Settlement Class Members as part of the second
16 distribution. All funds not claimed prior to the Void Date after the second distribution will be
17 distributed to the cy pres beneficiary of the Settlement as described in paragraph 10.4.

18 5.8 As described in Section VI, each Settlement Class Member will have the
19 opportunity, should he or she disagrees with Mission-Hope's calculation of his or her work weeks, to
20 provide documentation to establish the appropriate number. There will be a presumption that
21 Mission-Hope's records are correct, absent evidence produced by a Settlement Class Member to the
22 contrary.

23 5.9 The Settlement Administrator shall issue the Individual Settlement Payments
24 from the Total Settlement Amount to each Settlement Class Member who does not opt out. The
25 Individual Settlement Payments shall be reported by the Settlement Administrator to the applicable
26 governmental authorities on IRS Forms 1099 and W-4. The portions allocated to Plaintiffs' Service
27 Award shall likewise be reported on IRS Form W-4 and 1099 by the Settlement Administrator. The
28 Settlement Administrator shall be responsible for issuing copies of IRS Form W-4 and 1099 for the

1 Plaintiffs and Settlement Class Members.

2 **6. CLASS NOTICE PROCEDURES**

3 6.1 No more than ten (14) calendar days after entry of the Preliminary Approval
4 Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes
5 of sending the Class Notice to Settlement Class Members.

6 6.2 The Class Notice will include a statement to each Settlement Class Member
7 containing his or her total workweeks being used to calculate the amount of his or her Settlement
8 Payment as described in Paragraph 5.4, and inform Settlement Class Members of their right to
9 request exclusion from the Settlement, of their right to object to the Settlement, of their right to
10 dispute the information upon which their share of the Settlement will be calculated, and the claims to
11 be released.

12 6.3 As set forth in the Class Notice, Settlement Class Members will be provided
13 thirty (60) days after their receipt of the Class Notice and accompanying statement to disagree with
14 Mission-Hope's calculation of his or her total workweeks by providing documentation to the
15 Settlement Administrator to show contrary information. The Settlement Administrator shall review
16 any documentation submitted by a Settlement Class Member and consult with the Parties to
17 determine whether an adjustment is warranted. The Settlement Administrator's determination of the
18 amount of any Settlement Class Member's Qualifying Workweeks shall be binding upon the
19 Settlement Class Member and the Parties, and the Settlement Class Members Individual Settlement
20 Payment will be calculated according to the Settlement Administrator's determination. There will be
21 a presumption that Mission-Hope's records are correct, absent evidence produced by a Settlement
22 Class Member to the contrary.

23 6.4 No more than twenty-one (21) days after entry of the Preliminary Approval
24 Order, provided Mission-Hope timely complied with its obligation in Paragraph 6.1, the Settlement
25 Administrator shall send a copy of the Class Notice by first-class mail to each potential Settlement
26 Class Member (the Notice Date).

27 6.5 If any Class Notice sent to any potential Settlement Class Member via first-
28 class mail is returned to the Settlement Administrator with a forwarding address, the Settlement

1 Administrator shall forward the postal mailing to that address. For any remaining returned postal
2 mailings, the Settlement Administrator shall make a good-faith search of an appropriate database, as
3 described in Paragraph 6.6, and postal mailings shall be forwarded to any new postal mail address
4 obtained through such a search. In the event that any Class Notice is returned as undeliverable a
5 second time, no further postal mailing shall be required. The Settlement Administrator shall
6 maintain a log detailing the instances Class Notices are returned as undeliverable.

7 6.6 Before any mailing, the Settlement Administrator shall make a good-faith
8 attempt to obtain the most-current names and postal mail addresses for all potential Settlement Class
9 Members to receive such postal mail, including cross-checking the names and/or postal mail
10 addresses it received from Mission-Hope, as well as any other sources, with appropriate databases
11 and “skip tracing” (e.g., the National Change of Address Database) and performing further
12 reasonable searches (e.g., through Lexis/Nexis) for more-current names and/or postal mail addresses
13 for Settlement Class Members. All Settlement Class Members’ names and postal mail addresses
14 obtained through these sources shall be protected as confidential and not used for purposes other
15 than the notice and administration of this Settlement. The Settlement Administrator shall exercise its
16 best judgment to determine the current mailing address for each Settlement Class Member. The
17 address determined by the Settlement Administrator as the current mailing address shall be
18 presumed to be the best mailing address for each Settlement Class Member.

19 6.7 The number and manner of any reminder to be sent to the Settlement Class
20 Members, beyond that described in Paragraph 6.4, following the initial Class Notice mailing is to be
21 determined by Class Counsel and the Settlement Administrator.

22 6.8 The Parties agree that the procedures set forth in this Section constitute
23 reasonable and the best practicable notice under the circumstances and an appropriate and sufficient
24 effort to locate current addresses for Settlement Class Members such that no additional efforts to do
25 so shall be required.

26 6.9 The Settlement Administrator will provide Class Notice by, at a minimum, (i)
27 first-class mail notice without material variation from the form attached as the relevant portion of
28 Exhibit 1. The Class Notice shall comply with California Rules of Court 3.766(d), 3.769(f) and due

1 process.

2 6.10 At least twenty-one (21) days before the Final Approval Hearing, the
3 Settlement Administrator shall prepare a declaration of due diligence and proof of dissemination
4 with regard to the mailing of the Class Notice, and any attempts by the Settlement Administrator to
5 locate Settlement Class Members, its receipt of valid requests for exclusion, and its inability to
6 deliver the Class Notice to Settlement Class Members due to invalid addresses (“Due Diligence
7 Declaration”), to Class Counsel and counsel for Mission-Hope for presentation to the Court. Class
8 Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

9 6.11 If any individual whose name does not appear in the Class Information that
10 Mission-Hope provides the Settlement Administrator (and who has not previously opted out of the
11 Settlement Class), believes that he or she is a Settlement Class Member, he or she shall have the
12 opportunity to dispute his or her exclusion from the Settlement Class. If an individual believes he or
13 she is a Settlement Class Member, he or she must notify the Settlement Administrator within 60 days
14 of the Notice Date. The Parties will meet and confer regarding any such individuals in an attempt to
15 reach an agreement as to whether any such individual should be regarded as a Settlement Class
16 Member. If the Parties so agree, the Settlement Administrator will mail a Class Notice to the
17 individual, and treat the individual as a Settlement Class Member for all other purposes. Such an
18 individual will have all of the same rights as any other Settlement Class Member under this
19 Agreement. In the event that the disbursement of the Individual Settlement Payments has begun (in
20 accordance with this Settlement Agreement) at the time that the Parties agree that such individual
21 should be regarded as a Settlement Class Member and that such individual does not exercise his or
22 her right to opt out of the Settlement, the Individual Settlement Payment to such individual shall be
23 disbursed from funds remitted back to the Total Settlement Amount (i.e. from settlement checks that
24 remain uncashed beyond the Void Date).

25 6.12 Mission-Hope shall not retaliate in any manner against any Settlement Class
26 Member who participates in the settlement or challenges their Class Member status.
27
28

1 **7. PROCEDURES FOR REQUESTS FOR EXCLUSION**

2 7.1 Settlement Class Members (with the exception of the Plaintiffs) may opt out
3 of the Settlement. Those who wish to exclude themselves (or “opt out”) from the Settlement Class
4 must submit timely, written requests for exclusion. To be effective, such a request must include the
5 Settlement Class Member’s name, address, last four digits of Social Security Number, and telephone
6 number; a clear and unequivocal statement that the Settlement Class Member wishes to be excluded
7 from the Settlement Class; and the signature of the Settlement Class Member or the Legally
8 Authorized Representative of the Settlement Class Member. The request must be mailed to the
9 Settlement Administrator at the address provided in the Class Notice and must be postmarked no
10 later than the Exclusion/Objection Deadline. The date of the postmark shall be the exclusive means
11 used to determine whether a request for exclusion has been timely submitted. Requests for exclusion
12 must be exercised individually by the Settlement Class Member. Attempted collective group, class,
13 or subclass requests for exclusions shall be ineffective and disregarded by the Settlement
14 Administrator. Individual exclusion requests may be submitted by a Settlement Class Member’s
15 Legally Authorized Representative.

16 7.2 The Settlement Administrator shall promptly log each request for exclusion
17 that it receives and provide copies of the log and all such requests for exclusion to Class Counsel and
18 counsel for Mission-Hope, as requested. If a Settlement Class Member submits both an objection
19 and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the
20 objection will be rejected. If a Settlement Class Member submits both a Claim and a Request for
21 Exclusion from the Settlement, the Settlement Class Member will be given an opportunity to clarify
22 his or her response.

23 7.3 The Settlement Administrator shall prepare a list of all persons who timely
24 and properly requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the
25 Final Approval Hearing, provide a declaration to Class Counsel attesting to the accuracy of the list.
26 Class Counsel shall submit the declaration to the Court.

27 7.4 All Settlement Class Members who are not included in the Opt-Out List
28 approved by the Court shall be bound by this Agreement, and all their claims shall be dismissed with

1 prejudice and released as provided for herein, even if they never received actual notice of the Action
2 or this proposed Settlement.

3 7.5 The Settlement Administrator, in its sole discretion, shall determine whether a
4 request for exclusion was timely and properly submitted. The Settlement Administrator's decision
5 shall be final, binding, and nonappealable.

6 7.6 The Plaintiffs agree not to request exclusion from the Settlement Class.

7 7.7 Settlement Class Members may object to or opt out of the Settlement, but may
8 not do both. Any Settlement Class Member who submits a timely and proper request for exclusion
9 may not file an objection to the Settlement or receive a Settlement Payment, and shall be deemed to
10 have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member
11 files both an objection and a valid and timely request for exclusion, the request for exclusion will
12 override the objection, and the objection shall therefore be ignored.

13 7.8 Notwithstanding the submission of a timely request for exclusion, Class
14 Members will still be bound by the settlement and release of the PAGA Claims or remedies under
15 the Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for
16 exclusion do not apply to the PAGA Claims, and will not be effective to preclude the release of the
17 PAGA Claims.

18 7.9 No later than ten (10) business days after the Exclusion/Objection Deadline,
19 the Settlement Administrator shall provide to Class Counsel and counsel for Mission-Hope the Opt-
20 Out List together with copies of the opt-out requests. Notwithstanding any other provision of this
21 Settlement Agreement, if more than ten percent (10%) of the total number of Settlement Class
22 Members exercise their right to opt out of the Settlement, Mission-Hope at its sole and absolute
23 discretion may elect to rescind and revoke the entire Settlement Agreement by sending written notice
24 that it revokes the Settlement pursuant to this paragraph to Class Counsel within ten (10) business
25 days following receipt of the Opt-Out List.

26 7.10 Mission-Hope shall not retaliate in any manner against any Settlement Class
27 Member who excludes himself or herself from the Settlement.
28

8. PROCEDURES FOR OBJECTIONS

8.1 Any Settlement Class Member that wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for Mission-Hope), a timely statement of the objection.

8.2 To be timely, an objection must be mailed to the Settlement Administrator, and postmarked no later than the Exclusion/Objection Deadline. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether objection has been timely submitted.

8.3 An objection must contain at least the following: (i) the objector's full name, address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person or entity intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Settlement Class Member (or his Legally Authorized Representative), even if the Settlement Class Member is represented by counsel.

8.4 The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member or his or her attorney. Attempted collective, group, class, or subclass objections shall be ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's Legally Authorized Representative.

8.5 Any Settlement Class Member who does not file a timely objection in accordance with this Section shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement, the Plan of Allocation, the Class Counsel Award and the Service Award. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Mission-Hope and the Released Parties.

1 8.6 To the extent any Settlement Class Member objects to the proposed
2 Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will
3 be forever bound by the Final Approval order and Judgment.

4 8.7 It shall be Class Counsel's sole responsibility to respond to any objections
5 made with respect to any application for the Class Counsel Award and Service Award.

6 8.8 Mission-Hope shall not retaliate in any manner against any Settlement Class
7 Member who objects to the settlement.

8 **9. RELEASES**

9 9.1 The Released Claims against each and all of the Released Parties shall be
10 released and dismissed with prejudice and on the merits (without an award of costs to any party
11 other than as provided in this Agreement) upon entry of the Final Approval order and Judgment.

12 9.2 As of the Final Approval Date, the Plaintiffs, and all Settlement Class
13 Members who have not been excluded from the Settlement Class as provided in the Opt-Out List,
14 individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees,
15 executors, administrators, representatives, agents, successors, and assigns, and anyone claiming
16 through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold
17 harmless, and covenant not to sue each and all of the Released Parties from each and all of the
18 Named Plaintiffs' General Released Claims (in the case of the Plaintiffs) and the Settlement Class
19 Members' Released Claims (in the case of the Settlement Class Members who have not been
20 excluded from the Settlement Class as provided in the Opt-Out List), and by operation of the Final
21 Judgment shall have fully and finally released, relinquished, and discharged all such claims against
22 each and all of the Released Parties; and they further agree that they shall not now or hereafter
23 initiate, maintain, or assert any Named Plaintiffs' General Released Claims (in the case of Plaintiffs)
24 and any Settlement Class Members' Released Claims (in the case of the Settlement Class Members
25 who have not been excluded from the Settlement Class as provided in the Opt-Out List), against the
26 Released Parties in any other court action or before any administrative body, tribunal, arbitration
27 panel, or other adjudicating body. Without in any way limiting the scope of the release described in
28 Paragraphs 2.15 and 2.35, as well as the remainder of this Section, this release covers, without

1 limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel
2 or any other counsel representing the Plaintiffs or Settlement Class Members, or by the Plaintiffs or
3 Settlement Class Members, or any of them, in connection with or related in any manner to the
4 Action, the Settlement of the Action, the administration of such Settlement, and/or the Released
5 Claims, except to the extent otherwise specified in the Agreement.

6 9.3 As of the Final Approval Date, the Plaintiffs, and all Settlement Class
7 Members who have not been excluded from the Settlement Class as provided in the Opt-Out List,
8 shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the
9 Released Parties in any federal or state court or tribunal any and all Named Plaintiffs' General
10 Released Claims (in the case of Plaintiffs) and any Settlement Class Members' Released Claims (in
11 the case of the Settlement Class Members who have not been excluded from the Settlement Class as
12 provided in the Opt-Out List), as further provided in Paragraphs 2.15 and 2.35, as well as this
13 Section.

14 9.4 The Named Plaintiffs expressly acknowledge that they are familiar with
15 principles of law such as Section 1542 of the California Civil Code, which provides:

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

20 9.5 With respect to the Named Plaintiffs' General Released Claims, as described
21 in Paragraph 2.15, Plaintiffs shall be deemed to have expressly, knowingly, and voluntarily waived
22 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may
23 otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal or
24 state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein. In
25 connection with the release, the Plaintiffs' acknowledge that they are aware that they may hereafter
26 discover claims presently unknown and unsuspected or facts in addition to or different from those
27 which he now knows or believes to be true with respect to matters released herein. Nevertheless, the
28 Plaintiffs acknowledge that a portion of the consideration received herein is for a release with

1 respect to unknown damages and complaints, whether resulting from known injuries and
2 consequences or from unknown injuries or unknown consequences of known or unknown injuries,
3 and states that it is the intention of the Plaintiffs in agreeing to this release to fully, finally, and
4 forever to settle and release all matters and all claims that exist, hereafter may exist, or might have
5 existed (whether or not previously or currently asserted in any action), constituting Named Plaintiffs'
6 General Released Claims.

7 9.6 Plaintiffs further acknowledge, agree, and understand that: (i) they have read
8 and understand the terms of this Agreement; (ii) they have been advised in writing to consult with an
9 attorney before executing this Agreement; and (iii) they have obtained and considered such legal
10 counsel as they deems necessary.

11 9.7 Subject to Court approval, the Plaintiffs, and all Settlement Class Members to
12 the extent they have not been excluded from the Settlement Class as provided in the Opt-Out List,
13 shall be bound by this Settlement Agreement, and all of their claims shall be dismissed with
14 prejudice and released, even if they never received actual notice of the Action or this Settlement

15 **10. ADMINISTRATION OF THE SETTLEMENT FUND**

16 10.1 The Settlement Administrator or its authorized agents in consultation with the
17 Parties and subject to the supervision, direction, and approval of the Court, shall calculate the
18 allocation of and oversee the distribution of the Total Settlement Amount.

19 10.2 The Total Settlement Amount shall be applied as follows:

20 10.2.1 To pay the total costs, expenses, and fees of the Settlement
21 Administrator incurred in connection with providing Class Notice to potential Settlement
22 Class Members, and the management and distribution of the Total Settlement Amount to
23 Settlement Class Members, not to exceed \$25,000 (if the Settlement Administrator's
24 expenses are less than \$25,000, the balance of such funds shall be included in the amount to
25 be distributed to the Settlement Class pursuant to paragraph 10.2.5).

26 10.2.2 Subject to the approval and further order(s) of the Court, to pay
27 Plaintiffs' Service Award based on contributions and time expended assisting in the
28 litigation, up to a maximum of \$7,500 to each plaintiff;

1 10.2.3 Subject to the approval and further order(s) of the Court, to pay the
2 Class Counsel Award (Two Hundred Fifty-five Thousand and Eight Hundred Thirty-three
3 Dollars (\$255,833.33)), plus reasonable costs incurred as ordered by the Court;

4 10.2.4 Subject to the approval and further order(s) of the Court, to distribute
5 75% of the PAGA Payment to the LWDA and 25% of the PAGA Payment to the Settlement
6 Class Members as part of each Settlement Class Members' Individual Settlement Payment,
7 with the amount to be distributed to each Settlement Class Member determined
8 proportionately to their Individual Settlement Payment;

9 10.2.5 After the Effective Date and subject to the approval and further
10 order(s) of the Court, to distribute the Individual Settlement Payment from the Total
11 Settlement Amount for the benefit of the Settlement Class pursuant to the Plan of Allocation,
12 or as otherwise ordered by the Court.

13 10.3 If after the first distribution any portion of the Total Settlement Amount is not
14 successfully distributed to Settlement Class Members after the Void Date (i.e. checks are not cashed
15 or checks are returned as undeliverable after the second distribution), then after the Void Date for
16 distributed checks, the Settlement Administrator shall void the check and shall direct such unclaimed
17 funds be retained and added to the second distribution to the Settlement Class Members who
18 received and cashed their Individual Settlement Payments.

19 10.4 If after the second distribution any portion of the Total Settlement Amount is
20 not successfully redistributed to Settlement Class Members after the Void Date (i.e. checks are not
21 cashd or checks are returned as undeliverable after the second distribution), then after the Void
22 Date for redistributed checks, the Settlement Administrator shall void the check and shall direct such
23 unclaimed funds to be paid to the cy pres beneficiary of the Settlement as approved by the Court,
24 subject to the requirements of Cal. Code Civ. P. § 384. The parties propose that the Court approve
25 Legal Aid at Work as the cy pres beneficiary of this settlement.

26 10.5 Settlement Class Members who are not on the Opt-Out List approved by the
27 Court shall be subject to and bound by the provisions of the Settlement Agreement, the releases
28 contained herein, and the Judgment with respect to all Settlement Class Members' Released Claims,

1 regardless of whether they obtain any distribution from the Total Settlement Amount.

2 10.6 Payment from the Total Settlement Amount made pursuant to and in the
3 manner set forth herein shall be deemed conclusive of compliance with this Settlement Agreement as
4 to all Settlement Class Members.

5 10.7 No Settlement Class Member shall have any claim against the Plaintiff, Class
6 Counsel, or the Settlement Administrator based on distributions made substantially in accordance
7 with this Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have
8 any claim against any Released Party or its counsel relating to distributions made under this
9 Settlement.

10 **11. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
11 **SETTLEMENT AGREEMENT**

12 11.1 If the Court does not approve the Settlement as set forth in this Settlement
13 Agreement, or does not enter the Final Approval order and Judgment on the terms described herein,
14 or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of
15 Judgment is vacated, modified in any way, or reversed, or if the Final Approval order does not
16 otherwise become Final, then this Settlement Agreement shall be cancelled and terminated, unless
17 all Parties, in their sole discretion no later than thirty (30) days from the date such ruling becomes
18 Final, provide written notice to all other Parties hereto of their intent to proceed with the Settlement
19 under the terms of the Judgment as it may be modified by the Court or any appellate court.

20 11.2 Mission-Hope shall have the right to withdraw from the Settlement if the
21 number of Settlement Class Members who attempt to exclude themselves from the Settlement Class
22 equals or exceeds ten percent (10%) of the total number of Settlement Class Members. If Mission-
23 Hope chooses, pursuant to its sole and absolute discretion, to exercise this right, it must do so within
24 ten (10) days of receipt of the Opt-Out List as provided in Paragraph 7.3, by providing written notice
25 to Class Counsel.

26 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is
27 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
28 Agreement is terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties

1 stipulate and agree the Settlement, this Agreement, the Class Information, the Opt-Out List, and all
2 documents exchanged and filed in connection with the Settlement shall be treated as privileged
3 mediation communications under Cal. Evid. Code §§ 1115 et seq.; (b) the Settlement shall be
4 without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective
5 or enforceable, with the exception of this paragraph, which shall remain effective and enforceable;
6 (c) the Parties shall be deemed to have reverted nunc pro tunc to their respective status prior to
7 execution of this Agreement, and will agree to request a status conference to discuss the status of the
8 case and its schedule; (d) all Orders entered in connection with the Settlement, including the
9 certification of the Settlement Class, shall be vacated without prejudice to any Party's position on the
10 issue of class certification, the issue of amending the complaint, or any other issue, in the Action or
11 any other action, and the Parties shall be restored to their litigation positions existing on the date of
12 execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Settlement
13 Agreement and related documentation and orders had not been executed, and without prejudice in
14 any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement.
15 The Settlement Agreement, the Settlement, all documents, orders, and evidence relating to the
16 Settlement, the fact of their existence, any of their terms, any press release or other statement or
17 report by the Parties or by others concerning the Settlement Agreement, the Settlement, their
18 existence, or their terms, any negotiations, proceedings, acts performed, or documents executed
19 pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be admissible
20 in any proceeding, and shall not be offered, received, or construed as evidence of a presumption,
21 concession, or an admission of liability, of unenforceability of any arbitration agreement, of the
22 certifiability of a litigation class, or of any misrepresentation or omission in any statement or written
23 document approved or made, or otherwise used by any Person for any purpose whatsoever, in any
24 trial of the Action or any other action or proceedings. Plaintiff, Class Counsel and the Settlement
25 Administrator shall return to counsel for Mission-Hope all copies of Class Information and Opt-Out
26 Lists and shall not use or disclose the Class Information or Opt-Out List for any purpose or in any
27 proceeding.
28

1 11.4 Mission-Hope does not agree or consent to certification of the Settlement
2 Class for any purpose other than to effectuate the Settlement of the Action. Further, Mission-Hope
3 does not agree or consent that the Action could properly be maintained as a PAGA representative
4 action for any purpose other than to effectuate the Settlement of the Action. If this Settlement
5 Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur,
6 all Orders certifying the Settlement Class or establishing the Action as a PAGA representative action
7 for purposes of effecting this Settlement Agreement, and all preliminary and/or final findings
8 regarding the Settlement Class certification order, shall be automatically vacated upon notice to the
9 Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to
10 this Settlement Agreement, had never been maintained as a PAGA representative action, and such
11 findings had never been made, and the Action shall revert nunc pro tunc to the procedural status quo
12 as of the date and time immediately before the execution of the Settlement Agreement, in accordance
13 with this Settlement Agreement.

14 **12. ADDITIONAL PROVISIONS**

15 12.1 All of the Exhibits to this Agreement are an integral part of the Settlement and
16 are incorporated by reference as though fully set forth herein.

17 12.2 The Plaintiffs and Class Counsel acknowledge that an adequate factual record
18 has been established that supports the Settlement and, apart from the limited discovery described in
19 the next sentence, hereby waive any right to conduct further discovery to assess or confirm the
20 Settlement. Notwithstanding the prior sentence, the Parties agree to reasonably cooperate with
21 respect to limited confirmatory discovery to be agreed upon related to the last-known addresses of
22 Settlement Class Members or other matters as may be required by the Court in connection with
23 preliminary and/or final approval.

24 12.3 Unless otherwise noted, all references to “days” in this Agreement shall be to
25 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
26 federal legal holiday, such date or deadline shall be on the first business day thereafter.

27 12.4 This Agreement constitutes the full and complete agreement of the Parties
28 hereto, and supersedes all prior negotiations and agreements, whether oral, written or otherwise, and

1 may be amended or modified only by a written instrument signed by counsel for all Parties or the
2 Parties' successors-in-interest.

3 12.5 The Parties reserve the right, subject to the Court's approval, to make any
4 reasonable extensions of time that might be necessary to carry out any of the provisions of this
5 Agreement. Such extensions must be in writing to be enforceable.

6 12.6 The Settlement Agreement, the Settlement, the fact of the Settlement's
7 existence, any of terms of the Settlement Agreement, any press release or other statement or report
8 by the Parties or by others concerning the Settlement Agreement or the Settlement, and any
9 negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of
10 the Settlement Agreement or the Settlement: (i) may not be deemed to be, may not be used as, and
11 do not constitute an admission or evidence of the validity of any Released Claims or of any
12 wrongdoing or liability of Mission-Hope; (ii) may not be deemed to be, may not be used as, and do
13 not constitute an admission or evidence of any fault, wrongdoing, or omission by Mission-Hope in
14 any trial, civil, arbitration, criminal, or administrative proceeding of the Action or any other action or
15 proceedings in any court, administrative agency, arbitration or other tribunal; (iii) may not be used as
16 evidence of any waiver of, unenforceability of, or as a defense to any Mission-Hope arbitration
17 agreement; and (iv) may not be used as evidence on any class certification proceeding.

18 12.7 The Released Parties shall have the right to file the Settlement Agreement, the
19 Final Approval order and Judgment, and any other documents or evidence relating to the Settlement
20 in any action that may be brought against them in order to support a defense or counterclaim based
21 on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar,
22 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
23 counterclaim.

24 12.8 The Parties to the Settlement Agreement agree that the Total Settlement
25 Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by
26 the Parties, assisted by an arm's-length mediation session facilitated by Michael Loeb, and reflect a
27 settlement that was reached voluntarily based upon adequate information and sufficient discovery
28 and after consultation with experienced legal counsel.

1 12.9 The Plaintiffs and Class Counsel have concluded that the Settlement set forth
2 herein constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiffs asserted
3 against Mission-Hope, including the claims on behalf of the Settlement Class, and that it promotes
4 the best interests of the Settlement Class.

5 12.10 To the extent permitted by law, all agreements made and orders entered
6 during the course of the Action relating to the confidentiality of information shall survive this
7 Settlement Agreement.

8 12.11 The Parties agree that Plaintiffs and Class Counsel are not required to return
9 any documents produced by Mission-Hope until the final resolution of the Action. Within sixty (60)
10 days following the Effective Date, Class Counsel shall return to Mission-Hope all documents
11 produced in the Action, or confirm in writing that all such documents have been destroyed.

12 12.12 The waiver by one Party of any breach of this Settlement Agreement by any
13 other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement
14 Agreement.

15 12.13 This Settlement Agreement, including its Exhibit, constitutes the entire
16 agreement among the Parties, and no representations, warranties, or inducements have been made to
17 any Party concerning this Settlement Agreement or its Exhibit, other than the representations,
18 warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibit.

19 12.14 This Settlement Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them shall be deemed to be one and the same instrument provided
21 that counsel for the Parties to this Settlement Agreement shall exchange among themselves original
22 signed counterparts.

23 12.15 The Parties hereto and their respective counsel agree that they will use their
24 best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

25 12.16 This Settlement Agreement shall be binding upon and shall inure to the
26 benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and
27 any corporation, partnership, or other entity into or with which any Released Party hereto may
28 merge, consolidate, or reorganize.

1 12.17 This Settlement Agreement shall not be construed more strictly against one
2 Party than another merely because of the fact that it may have been prepared by counsel for one of
3 the Parties, it being recognized that because of the arm's-length negotiations resulting in the
4 Settlement Agreement, all Parties hereto have contributed substantially and materially to the
5 preparation of the Settlement Agreement.

6 12.18 Except where this Settlement Agreement itself provides otherwise, all terms,
7 conditions, and Exhibit are material and necessary to this Settlement Agreement and have been
8 relied upon by the Parties in entering into this Settlement Agreement.

9 12.19 This Settlement Agreement shall be governed by California law. Any action
10 based on this Settlement Agreement, or to enforce any of its terms, shall be venued in Alameda
11 County Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this
12 Settlement Agreement shall be subject to the jurisdiction of Alameda County Superior Court for all
13 purposes related to this Settlement Agreement. This paragraph relates solely to the law governing
14 this Settlement Agreement and any action based thereon, and nothing in this paragraph shall be
15 construed as an admission or finding that California law applies to the Released Claims of any
16 Plaintiffs or Settlement Class Members who reside outside of the state.

17 12.20 The Court shall retain continuing and exclusive jurisdiction over the Parties to
18 this Settlement Agreement for the purpose of the administration and enforcement of this Settlement
19 Agreement.

20 12.21 The headings used in this Settlement Agreement are for the convenience of
21 the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

22 12.22 In construing this Settlement Agreement, the use of the singular includes the
23 plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

24 12.23 Each Party to this Settlement Agreement warrants that he, she, or it is acting
25 upon his or its independent judgment and upon the advice of his or its counsel, and not in reliance
26 upon any warranty or representation, express or implied, of any nature of any kind by any other
27 Party, other than the warranties and representations expressly made in this Settlement Agreement.
28

1 12.24 Each counsel signing this Settlement Agreement on behalf of his/her clients
2 who are unable to sign the Agreement on the date that it is executed by other Parties represents that
3 such counsel is fully authorized to sign this Settlement Agreement on behalf of his/her clients;
4 provided, however, that all Parties who have not executed this Agreement on the date that it is
5 executed by the other Parties shall promptly thereafter execute this Agreement and in any event no
6 later than one (1) week after the Agreement has been executed by counsel.

7 (Signatures begin on next page)
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ALEJANDRO CASAS
PLAINTIFF

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5 Dated: September __, 2018

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7 ELIEZER GODA
PLAINTIFF

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9 Dated: September __, 2018

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11 MARY MARTINEZ
PLAINTIFF

12 Dated: September __, 2018

13
14 JAY GAMEZ
15 DEVELOPMENTAL SERVICES, INC.,
16 MISSION-HOPE DAY PROGRAM, LLC,
17 MISSION-HOPE DAY PROGRAM
18 BRENTWOOD, LLC, VILLAGE PARKWAY
19 WAY PROGRAM, LLC, OSGOOD ROAD
20 DAY PROGRAM, LLC, MISSION BLVD
21 DAY PROGRAM, LLC, PROGRAM
22 MANAGEMENT NETWORK, LLC

23 Dated: September __, 2018

24
25 GLORIA GONZALES
26 DEFENDANT

27 Dated: September __, 2018

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JIAN GAMEZ
DEFENDANT

1 Dated: September __, 2018

ALEJANDRO CASAS
PLAINTIFF

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5 Dated: September __, 2018


ELIEZER GODA
PLAINTIFF

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9 Dated: September __, 2018

MARY MARTINEZ
PLAINTIFF

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12 Dated: September __, 2018

JAY GAMEZ
DEVELOPMENTAL SERVICES, INC.,
MISSION-HOPE DAY PROGRAM, LLC,
MISSION-HOPE DAY PROGRAM
BRENTWOOD, LLC, VILLAGE PARKWAY
WAY PROGRAM, LLC, OSGOOD ROAD
DAY PROGRAM, LLC, MISSION BLVD
DAY PROGRAM, LLC, PROGRAM
MANAGEMENT NETWORK, LLC

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19 Dated: September __, 2018

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21 GLORIA GONZALES
22 DEFENDANT

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25 JIAN GAMEZ
26 DEFENDANT

1 Dated: September __, 2018

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3 ALEJANDRO CASAS
4 PLAINTIFF

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7 ELIEZER GODA
8 PLAINTIFF

9 Dated: September 7, 2018

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12 MARY MARTINEZ
13 PLAINTIFF

14 Dated: September __, 2018

15 JAY GAMEZ
16 DEVELOPMENTAL SERVICES, INC.,
17 MISSION-HOPE DAY PROGRAM, LLC,
18 MISSION-HOPE DAY PROGRAM
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24 Dated: September __, 2018

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26 GLORIA GONZALES
27 DEFENDANT

28 Dated: September __, 2018

JIAN GAMEZ
DEFENDANT

ALEJANDRO CASAS
PLAINTIFF

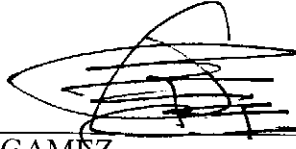
Dated: September __, 2018

ELIEZER GODA
PLAINTIFF

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MARY MARTINEZ
PLAINTIFF

Dated: September 6, 2018



JAY GAMEZ
DEVELOPMENTAL SERVICES, INC.,
MISSION-HOPE DAY PROGRAM, LLC,
MISSION-HOPE DAY PROGRAM
BRENTWOOD, LLC, VILLAGE PARKWAY
WAY PROGRAM, LLC, OSGOOD ROAD
DAY PROGRAM, LLC, MISSION BLVD
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MANAGEMENT NETWORK, LLC

Dated: September __, 2018



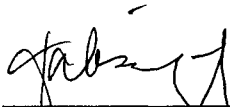
GLORIA GONZALES
DEFENDANT

Dated: September 6, 2018



JIAN GAMEZ
DEFENDANT

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FELY BAUTISTA
DEFENDANT

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NISSIE ESCOLANO
DEFENDANT

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DEFENDANT

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FENINA GAMEZ PHAM
DEFENDANT

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DANIEL RANGEL
DEFENDANT

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JORELLE GAMEZ
DEFENDANT

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NICOLE NUNNERY
DEFENDANT

FELY BAUTISTA
DEFENDANT

Dated: September 11, 2018


NISSIE ESCOLANO
DEFENDANT

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VY LE
DEFENDANT

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FENINA GAMEZ PHAM
DEFENDANT

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DANIEL RANGEL
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JORELLE GAMEZ
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NICOLE NUNNERY
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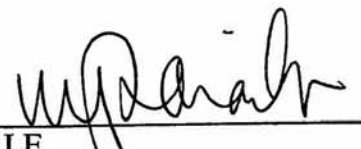
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DANIEL RANGEL
DEFENDANT

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JORELLE GAMEZ
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NICOLE NUNNERY
DEFENDANT

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FELY BAUTISTA
DEFENDANT

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NISSIE ESCOLANO
DEFENDANT

Dated: September __, 2018

VY LE
DEFENDANT

Dated: September 19, 2018



FENINA GAMEZ PHAM
DEFENDANT

Dated: September __, 2018

DANIEL RANGEL
DEFENDANT

Dated: September __, 2018

JORELLE GAMEZ
DEFENDANT

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NICOLE NUNNERY
DEFENDANT

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JAY GAMEZ
DEFENDANT

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JUANITA NIMFA GAMEZ
DEFENDANT

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11 ROBERT G. HULTENG
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WAY PROGRAM, LLC, OSGOOD ROAD
DAY PROGRAM, LLC, MISSION BLVD
DAY PROGRAM, LLC, PROGRAM
MANAGEMENT NETWORK, LLC AND
INDIVIDUALLY NAMED DEFENDANTS

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18 Dated: September __, 2018

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20 RICHARD A. HOYER
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CASAS, ELIEZER GODA, and MARY
MARTINEZ

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25 Firmwide: 156826970.1 076213.1005


1 Dated: September 10, 2018


JAY GAMEZ
DEFENDANT

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JUANITA NIMFA GAMEZ
DEFENDANT

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9 Dated: September 10, 2018


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Attorneys for Plaintiffs ALEJANDRO
CASAS, ELIEZER GODA, and MARY
MARTINEZ

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3 JAY GAMEZ
DEFENDANT

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7 JUANITA NIMFA GAMEZ
DEFENDANT

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9 Dated: September __, 2018

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11 ROBERT G. HULTENG
SEAN P. PIERS
TOM LIN
12 LITTLER MENDELSON, P.C.
Attorneys for Defendants
13 DEVELOPMENTAL SERVICES, INC.,
MISSION-HOPE DAY PROGRAM, LLC,
14 MISSION-HOPE DAY PROGRAM
BRENTWOOD, LLC, VILLAGE PARKWAY
15 WAY PROGRAM, LLC, OSGOOD ROAD
DAY PROGRAM, LLC, MISSION BLVD
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MANAGEMENT NETWORK, LLC AND
17 INDIVIDUALLY NAMED DEFENDANTS

18
19 Dated: September 10, 2018

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21 
22 RICHARD A. HOYER
RYAN L. HICKS
23 HOYER & HICKS
Attorneys for Plaintiffs ALEJANDRO
24 CASAS, ELIEZER GODA, and MARY
25 MARTINEZ

26 Firmwide: 156826970.1 076213.1005

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Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

ALEJANDRO CASAS, ELIEZER GODA,
and MARY MARTINEZ, on behalf of all
others similarly situated, aggrieved
employees, and the State of California,

Plaintiffs,

v.

MISSION-HOPE DEVELOPMENTAL
SERVICES, INC., MISSION-HOPE DAY
PROGRAM, LLC, MISSION-HOPE DAY
PROGRAM BRENTWOOD, LLC,
VILLAGE PARKWAY WAY
PROGRAM, LLC, OSGOOD ROAD DAY
PROGRAM, LLC, MISSION BLVD DAY
PROGRAM, LLC, PROGRAM
MANAGEMENT NETWORK, LLC,
GLORIA GONZALES, JIAN GAMEZ,
FELY BAUTISTA, NISSIE ESCOLANO,
VY LE, FENINA GAMEZ PHAM,
DANIEL RANGEL, JOELLE GAMEZ,
NICOLE NUNNERY, JAY GAMEZ,
JUANITA NIMFA GAMEZ, and DOES
16-25,

Defendants.

Case No. RG15797671

ASSIGNED FOR ALL PURPOSES TO
HON. WINIFRED Y. SMITH
DEPARTMENT 21

**ADDENDUM TO CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: December 22, 2015
Amended Complaint Filed: February 8, 2016
SAC Filed: April 18, 2018

1 This Addendum ("Addendum") to the Joint Stipulation Re: Settlement of Class
2 Action ("Settlement Agreement") is made and entered into by and between Plaintiffs ALEJANDRO
3 CASAS, ELIEZER GODA, and MARY MARTINEZ ("Plaintiffs"), on behalf of themselves and all
4 others similarly situated, and Defendants MISSION-HOPE DEVELOPMENTAL SERVICES, INC.,
5 MISSION-HOPE DAY PROGRAM, LLC, MISSION-HOPE DAY PROGRAM BRENTWOOD,
6 LLC, VILLAGE PARKWAY WAY PROGRAM, LLC, OSGOOD ROAD DAY PROGRAM, LLC,
7 MISSION BLVD DAY PROGRAM, LLC, PROGRAM MANAGEMENT NETWORK, LLC,
8 GLORIA GONZALES, JIAN GAMEZ, FELY BAUTISTA, NISSIE ESCOLANO, VY LE,
9 FENINA GAMEZ PHAM, DANIEL RANGEL, JORELLE GAMEZ, NICOLE NUNNERY, JAY
10 GAMEZ, JUANITA NIMFA GAMEZ ("Defendants") (collectively with Plaintiffs, the "Parties"),
11 through their respective counsel of record, pursuant to Paragraph 12.4 of the Settlement Agreement,
12 which provides: "This Agreement constitutes the full and complete agreement of the Parties hereto,
13 and supersedes all prior negotiations and agreements, whether oral, written or otherwise, and may be
14 amended or modified only by a written instrument signed by counsel for all Parties or the Parties'
15 successors-in-interest."


16 This Addendum incorporates by reference all terms and conditions of the Settlement
17 Agreement. But for those specific terms and conditions that this Addendum modifies, all Settlement
18 terms and conditions will remain effective and enforceable. Any inconsistencies or differences
19 between this Addendum and the Settlement will be interpreted and construed in favor of this
20 Addendum. Removed text is struck (~~example~~) and added text is underlined (example).

- 21 1. Paragraph 6.1 is modified as follows: No more than ~~ten~~fourteen (14) calendar days after
22 entry of the Preliminary Approval Order, Defendant shall provide the Settlement
23 Administrator with the Class Information for purposes of sending the Class Notice to
24 Settlement Class Members.
- 25 2. Paragraph 6.3 is modified as follows: As set forth in the Class Notice, Settlement Class
26 Members will be provided ~~thirty~~sixty (60) days after their receipt of the Class Notice and
27 accompanying statement to disagree with Mission-Hope's calculation of his or her total
28 workweeks by providing documentation to the Settlement Administrator to show contrary

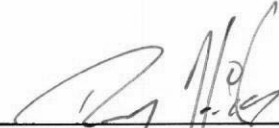
1 information. The Settlement Administrator shall review any documentation submitted by a
2 Settlement Class Member and consult with the Parties to determine whether an adjustment is
3 warranted. The Settlement Administrator's determination of the amount of any Settlement
4 Class Member's Qualifying Workweeks shall be binding upon the Settlement Class Member
5 and the Parties, and the Settlement Class Members Individual Settlement Payment will be
6 calculated according to the Settlement Administrator's determination. There will be a
7 presumption that Mission-Hope's records are correct, absent evidence produced by a
8 Settlement Class Member to the contrary.

- 9 3. Paragraph 6.12 is modified as follows: Mission-Hope shall ~~note~~ not retaliate in any manner
10 against any Settlement Class Member who participates in the settlement or challenges their
11 Class Member status.

12 Dated: September 24, 2018

13 
14 ROBERT G. HULTENG
15 SEAN P. PIERS
16 TOM LIN
17 LITTLER MENDELSON, P.C.
18 Attorneys for Defendants
19 DEVELOPMENTAL SERVICES, INC.,
20 MISSION-HOPE DAY PROGRAM, LLC,
21 MISSION-HOPE DAY PROGRAM
22 BRENTWOOD, LLC, VILLAGE PARKWAY
23 WAY PROGRAM, LLC, OSGOOD ROAD
24 DAY PROGRAM, LLC, MISSION BLVD
25 DAY PROGRAM, LLC, PROGRAM
26 MANAGEMENT NETWORK, LLC AND
27 INDIVIDUALLY NAMED DEFENDANTS

22 Dated: September 24, 2018

23 
24 RICHARD A. HOYER
25 RYAN L. HICKS
26 HOYER & HICKS
27 Attorneys for Plaintiffs ALEJANDRO
28 CASAS, ELIEZER GODA, and MARY
MARTINEZ

Firmwide: 157424626.1 076213.1005

EXHIBIT 1

<<Class Member Name>>
<<Street Address>>
<<City, State Zip>>

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

This is a Notice of Settlement for the Class and Collective Action Titled:

Casas v. Mission-Hope Day Program, LLC, et al.

Superior Court of California, County of Alameda

Case No. RG1579671

Please Read This Entire Notice Carefully. This Notice Involves Your Legal Rights.

A state court authorized this notice. This is not a solicitation from a lawyer.

You are receiving this notice because you are class or collective member in a lawsuit against MISSION-HOPE DEVELOPMENTAL SERVICES, INC., MISSION-HOPE DAY PROGRAM, LLC, MISSION-HOPE DAY PROGRAM BRENTWOOD, LLC, VILLAGE PARKWAY WAY PROGRAM, LLC, OSGOOD ROAD DAY PROGRAM, LLC, MISSION BLVD DAY PROGRAM, LLC, PROGRAM MANAGEMENT NETWORK, LLC, GLORIA GONZALES, JIAN GAMEZ, FELY BAUTISTA, NISSIE ESCOLANO, VY LE, FENINA GAMEZ PHAM, DANIEL RANGEL, JORELLE GAMEZ, NICOLE NUNNERY, JAY GAMEZ, and JUANITA NIMFA GAMEZ (“Defendants” or “Mission-Hope”). The lawsuit alleges that Defendants failed to provide meal and rest breaks, and as a result, failed to pay minimum wage and overtime wages, failed to provide accurate wage statements, and failed to timely pay final wages upon termination to Program Instructors and or Drivers who worked at its five adult day-care facilities in Antioch, Brentwood, Dublin, Fremont, and Hayward, CA. Defendants dispute the allegations. Both sides have strenuously fought for their positions during the course of the case, and eventually reached a compromise or “settlement.” The Court has preliminarily approved this settlement, subject to a further hearing to consider any objections by those who do not opt out of the settlement. This Notice describes your rights and potential benefits under the settlement.

Why did I get this Notice? You received this Notice because you are a person who will receive a payment from a proposed settlement of a class and collective action lawsuit filed against Mission-Hope by three current and former Program Instructor/Drivers, Alejandro Casas, Eliezer Goda, and Mary Martinez, that has been reached in the Superior Court of California, County of Alameda (Casas v. Mission-Hope Day Program, LLC, et al. Superior Court of California, County of Alameda Case No. RG1579671) (the “Settlement”).

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, you can review the settlement agreement available by visiting Class Counsel's website at [insert URL]. If you want more information, you can also contact class counsel (whose contact information is at the end of this Notice).

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at:

<https://publicrecords.alameda.courts.ca.gov/PRS/>

After arriving at the website, click the 'Search By Case Number' link, then enter RG1579671 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

Copies of the filings and documents related to the settlement are also available for download and review at Class Counsel's website [insert URL].

You are receiving this Notice because you are in the Class. You are in the Class because you worked for Mission-Hope at one of its facilities in Antioch, Brentwood, Dublin, Fremont, and/or Hayward, CA as a Program Instructor/Driver on or after December 22, 2011 through [insert date] (the "Class Period").¹ This Notice describes your rights and potential benefits from a class and collective action settlement. You have the right to opt-out of the settlement, as described below.

The Court authorized this Notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to approve the proposed Settlement. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING / RECEIVE TWO CHECKS	If you do not exclude yourself, as described below, you will receive two settlement checks, one year apart. You have one-hundred eighty (180) days from the date on your individual settlement check to cash each check. If you receive a settlement check, you <u>will release all claims asserted in the lawsuit</u> through the date the Court enters preliminary approval of the Settlement. <u>If you do not cash your first settlement check, the amount will be redistributed among the other Settlement Class Members who did cash their first check, and you will not receive a second settlement check.</u> If you receive and do not cash a second

¹ For Class Members who filed a complaint with the Labor Commissioner against Mission-Hope prior to the filing of this lawsuit, their workweeks are calculated from (DATE) based on the date that they filed their complaint.

	settlement check within 180 days, your share of the settlement contained in the second settlement check will be provided to Legal Aid at Work (http://www.legalaidatwork.org).
OBJECT TO THE SETTLEMENT	You may object to the proposed Settlement by writing to the “Settlement Administrator” at the address listed below explaining why you disapprove of the proposed Settlement. If you object, you may also ask to speak in Court about the fairness of the settlement at the Settlement Hearing. If you wish to appear at the Settlement Hearing, you must mail the Settlement Administrator at the address listed below a Notice of Intention to Appear. You may only object and appear in Court to speak about the fairness of the settlement if you mail a timely written objection to the settlement. If your objection is overruled at the hearing, you will still be bound by the Settlement and receive a payment from the Settlement Fund.
OPT OUT OF THE SETTLEMENT	<p>Alternatively, you may exclude yourself from the Settlement by requesting exclusion from the settlement. If you exclude yourself from the settlement, you will receive no payment, but will preserve whatever right you might otherwise have, if any, to pursue your claims in a separate lawsuit. This option could allow you to bring your own lawsuit or claim, or to be a part of another lawsuit against the Defendants for the same or similar claims brought in this lawsuit during the Class Period, including claims for unpaid wages and missed meal and rest breaks. To unconditionally exclude yourself from the Settlement, you must send a letter by mail to the “Settlement Administrator” address listed below that states that you wish to opt out of the class and collective action and the settlement of the case. This process is explained further below.</p> <p><i>If you exclude yourself from the settlement, you will not be entitled to receive any payment from the settlement fund.</i></p>

What is this lawsuit about? Three current and former Program Instructor/Drivers brought this lawsuit alleging that Defendants failed to provide Program Instructor/Drivers with meal or rest breaks, and as a result failed to pay them all wages due, including minimum wages, overtime wages, and proper compensation for rest breaks, failed to provide accurate wage statements, and failed to timely pay final wages. Plaintiffs also allege that the Class is entitled to penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) for these underlying violations. Defendants strenuously dispute the allegations, but have agreed to settle the lawsuit.

What are the terms of the Settlement? To settle the lawsuit, Defendants have agreed to pay a Gross Settlement Amount of seven hundred sixty-seven thousand, five hundred dollars (\$767,500)

to be divided between the --- Class Members (including you) who do not opt out of the settlement ("Settlement Class Members"). The \$767,500 less deductions for (1) Class Counsel's fees and expenses, (2) the payments to Alejandro Casas, Eliezer Goda, and Mary Martinez for being a class representative, (3) all costs of administering the settlement up to a maximum of \$25,000, (4) the \$7,500 payment to the California Labor and Workforce Development Agency ("LWDA"), and (5) all other costs associated with the Settlement ("Net Settlement Fund") will be split up between the Settlement Class Members proportionally, based on the number of weeks each Settlement Class Member worked as indicated by the personnel records that Mission-Hope maintains. This calculation method is explained in more detail below.

Payments. Class Members who do not opt out of the Settlement (*i.e.*, Settlement Class Members) will receive a payment that will be calculated based on the number of weeks the Settlement Class Member worked for the Mission-Hope as a Program Instructor/Driver during the Class Period. The number of weeks worked will be calculated through the personnel records that Mission-Hope maintains. Each Settlement Class Member's share of the settlement proceeds will go up or down depending upon the number of weeks that Settlement Class Member worked when compared to the other Settlement Class Members. Per these calculations, the amount you are estimated to receive, if you do not exclude yourself from the Settlement, is set forth in the box marked "Estimated Settlement Payment." Note, the Estimated Settlement Payment is a preliminary calculation. If one or more Settlement Class Members successfully challenge the Defendants' records, the Estimated Settlement Payment for the other Settlement Class Members, including you, shall be modified accordingly. To accept this payment from the proposed Settlement, you do not need to do anything other than cash the check that will be sent after the Court finally approves the settlement.

Many members of the Settlement Class have already received some payments from Mission-Hope apart from this Settlement in exchange for a release of claims. Plaintiffs argue that those releases were improperly obtained and invalid, and that those individuals are entitled to a share of the settlement as well. The parties have agreed that the amount that these class members have already received from Mission-Hope will be deducted from the proceeds that they will receive from this Settlement, if any.

How do I challenge the number of weeks I worked during the Class Period? You may challenge the number of weeks worked identified in this Class Notice by submitting a written letter (postmarked by [insert end of Opt-Out Period]) to the Settlement Administrator stating you wish to challenge the number of days worked on your Class Notice and providing the basis for and documentation in support of your challenge. You will bear the burden of proof and must submit documentary evidence sufficient to prove the number of weeks you claim you worked as a Program Instructor and/or Driver during the Class Period. This means that if you fail to provide written documentation supporting a different amount than your Estimated Settlement Payment, your challenge will be denied. Defendants shall have the right to respond to your challenge. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The personnel records, including payroll records, of Defendants shall be considered by the Settlement Administrator as the presumptive best evidence of the number of days worked.

How much is my settlement payment? Under the settlement allocation formula you have worked _____ weeks and are projected to receive approximately the following amount (before tax withholdings):

[If the PCM received a payment from an Individual Release, but will still receive funds pursuant to the distribution formula, then include the following text: Defendants' records indicate that you previously signed a settlement agreement releasing claims at issue in this lawsuit and have already received a payment of \$[INSERT AMOUNT], which has been deducted from your share of the settlement.]

[If the PCM received a payment from an Individual Release, and will NOT receive funds pursuant to the distribution formula, then include the following text: Defendants' records indicate that you previously signed a settlement agreement releasing claims at issue in this lawsuit and have already received a payment of \$[INSERT AMOUNT]. The amount that you previously received has been deducted from the amount you would receive under this agreement. The amount you previously received is **greater** than the amount that you would receive under this agreement, and reduces the amount you are currently owed to \$0.00.]

Estimated Settlement Payment (split into two payments one year apart): \$ _____

The amount above will be reduced for any requested or required withholdings, including state and federal taxes, income withholding orders, garnishments, or levies. Thirty-three percent (33%) of the above payment will be treated as wages, subject to payroll taxes, and reported on a W-2. Thirty-three percent (33%) of the above payment will be treated as interest and thirty-four percent (34%) will be treated as non-wage damages, including penalties. Payroll tax withholdings will not be withheld from the non-wage portion of any payment, which portion will be reported on a Form 1099 if required by law. Neither Class Counsel nor the Defendants make any representations concerning the tax consequences of this settlement or participation in it, and you are advised to seek your own personal tax advice prior to acting in response to this Notice.

Who is included in the Settlement? You are included in the Settlement because you worked at least one day as a Program Instructor/Driver for at least one of the Defendants during the Class Period.

HOW YOU GET A PAYMENT

How do I get my payments? To receive your settlement payments, you do not need to do anything other than cash the check that will be promptly sent after the Court finally approves the settlement. If you choose to exclude yourself, follow the procedure set forth below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

How do I exclude myself? If you don't want to be included in the Settlement, you must exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a letter by mail that says that you wish to opt out of the class and collective action and the settlement of the case. You must sign the letter and include your full name, address, and last four digits of your Social Security. The letter must be dated and signed, postmarked on or before [insert end of Opt-Out Period], and sent to and received at the following address:

Settlement Administrator
[insert name and address]

If you properly request to be opt out of the settlement, you will not be legally bound by anything that happens in this lawsuit. You also will not be eligible to receive any settlement payment, and you will not be allowed to object to the settlement.

If you do not opt out of the settlement yourself, you will be sent your individual settlement payment in the form of two settlement checks one year apart. You will have one hundred eighty (180) days from the date on your individual settlement check to cash the first check. **If you do not cash your first settlement check, it will be redistributed among the other Settlement Class Members who did cash their check within the 180-day period and you will not receive a second settlement check.** If you cash the first check and do not cash the second check within the 180-day period, your settlement payment will be transmitted to Legal Aid at Work. If you do not opt out of the settlement, you **will release all claims asserted in the lawsuit** through [DATE OF PRELIMINARY APPROVAL], whether or not you cash the check. If there is ever any subsequent dispute over whether you actually received the check, the burden shall be on Defendants to prove that you received it. Defendants shall further be entitled to a presumption that you can challenge that you received the check if Defendants show it was sent to an address provided by you as correct.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in this case? The Court has decided that the lawyers at the law firm of HOYER & HICKS are qualified to represent you and the other Settlement Class Members. These lawyers are called "Class Counsel." The contact information for Class Counsel is:

Richard A. Hoyer (SBN 151931)
rhoyer@hoyerlaw.com
Ryan L. Hicks (SBN 260284)
rhicks@hoyerlaw.com
HOYER & HICKS
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
Tel.: (415) 766-3539
Fax: (415) 276-1738

How will the lawyers be paid? Class Counsel have pursued the lawsuit on a contingent fee basis and have not yet received any payment of fees or any reimbursement of their out-of-pocket

expenses related to the recovery on behalf of the Settlement Class Members. As part of the settlement, subject to Court approval, Class Counsel will ask the Court to award payment of their fees and costs, based on the number of hours they invested into the case and other factors. The fees or costs that Class Counsel seek or that the Court awards will come from the Gross Settlement Amount. In other words, the \$767,500 Gross Settlement Amount will be reduced depending on the amount of attorneys' fees and costs that the Court awards. Court-approved fees will compensate Class Counsel for investigating the law and facts, litigating the case, and negotiating the settlement. Class Counsel will request one-third of the Total Settlement Amount as attorneys' fees (\$255,833.33), plus reimbursement of the costs they incurred in litigating the case.

Class Counsel will also ask the Court to approve "service payments" of up to \$7,500 each to Mr. Casas, Mr. Goda, and Ms. Martinez, for their active participation in the lawsuit before the settlement and in recognition of the risks they took and their service to the Class. This also will also come from the Gross Settlement Amount. Other costs incidental to the Settlement, including but not limited to a maximum of \$25,000 for settlement administration, will also come from the Gross Settlement Amount. A \$7,500 payment will also be made from the Gross Settlement Amount to the California Labor Workforce and Development Agency for penalties that the State could have sought against Defendants for the Claims alleged in the case.

Class Counsel's motion for attorneys' fees and service payment will be filed with the Court by [insert date] and will be available for your review. You may obtain a copy by contacting class counsel (whose contact information is at the end of this Notice, or at their website at [insert URL]), or by accessing the Court's website or visiting the office of the Clerk of the Superior Court, County of Alameda as described on page 2 above.

OBJECTING TO THE SETTLEMENT

How do I object to the Settlement? As a Settlement Class Member, you may object to the proposed settlement, but must do so in writing. You may also appear at the Settlement Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (Casas v. Mission-Hope Day Program LLC, Case Number RG15797671), (b) be mailed to the Settlement Administrator identified at the address below, and (c) be postmarked on or before [Opt-Out Deadline]. You must give all reasons why you think the Court should not approve it. The Court will consider your views. You must sign the objection and include your full name, address, last four digits of your Social Security, and telephone number(s).

Settlement Administrator
[insert name and address]

If your objection is overruled at the Settlement Hearing, you will still receive a settlement check and be bound by the Settlement.

THE COURT'S SETTLEMENT HEARING

What is the Settlement Hearing? The Court will hold a Settlement Hearing to decide whether to approve the Settlement. You are not required to attend the Settlement Hearing, and will still receive a payment even if you do not attend the Settlement Hearing. If you wish, you may attend and you may ask to speak. If you wish to bring anything to the Court's attention about the Settlement, you must provide it in writing in your objection letter mentioned above, which must be mailed to the "Settlement Administrator" at the address above by [insert end of Opt-Out Period].

When and where will the Court decide whether to approve the settlement? The Court will hold a Settlement Hearing on [insert date] at [insert time], at the Superior Court, County of Alameda, 1221 Oak Street, Department 21, Oakland, California 94612.

At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are challenges or objections, the Court will consider them. The Court will listen to any people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Do I have to come to the hearing? No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. However, if you submit an objection, you may come to Court to talk about it. However, as long as you submitted a timely, valid written objection to the Settlement Administrator, the Court will consider it. You may also pay another lawyer to attend, but it is not necessary.

May I speak at the hearing? If you submit a timely, valid objection to the Settlement and Notice of Intention to Appear, you may ask the Court for permission to speak at the Settlement Hearing. Your testimony at the Fairness Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the hearing if you opt out of the settlement.

GETTING MORE INFORMATION

Are there more details about the settlement? This Notice summarizes the proposed terms of the Settlement. More details are contained in the parties' Settlement Agreement. You can get a copy of the Settlement Agreement by sending a request, in writing, to:

Richard A. Hoyer (SBN 151931)
rhoer@hoyerlaw.com
Ryan L. Hicks (SBN 260284)
rhicks@hoyerlaw.com
HOYER & HICKS
4 Embarcadero Center, Suite 1400
San Francisco, CA 94111
Tel.: (415) 766-3539

Fax: (415) 276-1738

Class Counsel have also posted documents related to the case and the Settlement on their website for download, at [insert URL].

How can I get more information about the Settlement? If you have other questions about the Settlement, you can contact Class Counsel at the addresses and/or telephone numbers above.

DATED: [Insert Date of Mailing], 2018

Firmwide:156806599.1 076213.1005

EXHIBIT 2

<<Class Member Name>>
<<Street Address>>
<<City, State Zip>>

NOTICE OF FINAL APPROVAL OF CLASS AND COLLECTIVE ACTION
SETTLEMENT AND ENTRY OF JUDGMENT

This is a Notice of Final Approval of Settlement and Entry of Judgment
for the Class and Collective Action Titled:
Casas v. Mission-Hope Day Program, LLC., et al.
Superior Court of California, County of Alameda
Case No. RG15797671

This notice is being mailed to all Settlement Class Members, including you, pursuant to California Rule of Court 3.771(b) to advise you that the Court has approved the settlement of this matter and entered judgment accordingly. Because you, the addressee of this notice, are a Member of the Settlement Class, and because you did not opt out of the Settlement Class, you are receiving this notice and no further action from you is required under the Judgment.