

King & Siegel || LLP

1 Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
2 Elliot J. Siegel (Bar No. 286798)
elliott@kingsiegel.com
3 **KING & SIEGEL LLP**
4 724 S. Spring Street, Suite 201
Los Angeles, California 90014
5 tel: (213) 465-4802
6 fax: (213) 465-4803

7 Xavier Villegas (Bar No. 293232)
xavier@xaviervillegaslaw.com
8 **LAW OFFICE OF XAVIER VILLEGAS, APC**
9 2390 Las Posas Road, C168
Camarillo, CA 93010
10 tel: (805) 250-7488
11 fax: (805) 250-7499

12 Attorneys for Plaintiff and the Putative Class
13 [Additional Counsel on the next page]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

17 **Marjan Iranrouh**, individually and on behalf of
all similarly situated individuals,

18 Plaintiff,

19 vs.

20 **Highlands Community Charter And**
21 **Technical Schools**, a California corporation;
22 and **Does 1-100**, inclusive;

23 Defendants.

CASE NO. 34-2022-00324342

[Assigned to Honorable Lauri A. Damrell,
Department 22]

CLASS ACTION

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

Case Filed: July 27, 2022
Trial Date: None set

1 Evan D. Beecher (SBN: 280364)
 Evan M. McBride (SBN: 317393)
 2 **JACKSON LEWIS P.C.**
 3 400 Capitol Mall, Suite 1600
 Sacramento, California 95814
 4 Telephone: (916) 341-0404
 Facsimile: (916) 341-0141
 5 Email(s):
 Evan.Beecher@jacksonlewis.com
 6 Evan.McBride@jacksonlewis.com

7 Attorneys for Defendant
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

King & Siegel LLP

1 This Joint Stipulation of Settlement and Release of Class and PAGA Action
 2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff
 3 Marjan Iranrouh (“Plaintiff” or “Class Representative”), as an individual and on behalf of all
 4 others similarly situated, and Defendant Highlands Community Charter And Technical Schools
 5 (“Highlands” or “Defendant”). Plaintiff and Defendant may be referred to herein as the
 6 “Parties,” singularly as a “Party,” or by their designated names.

7 This Agreement is subject to the approval of the Court, pursuant to California Rules of
 8 Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate
 9 settlement of the Action on a class-wide basis subject to the following terms and conditions.

10 This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the
 11 Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to the terms
 12 and conditions hereof and the approval of the Court.

13 RECITALS

14 1. Plaintiff filed her complaint on July 27, 2022 against Defendant in the
 15 Sacramento County Superior Court. Plaintiff’s lawsuit, entitled *Marjan Iranrouh v. Highlands*
 16 *Community Charter And Technical Schools*, Case Number No. 34-2022-00324342 (“Action”), sets
 17 forth the following class-wide causes of action: (1) failure to pay minimum wages; (2) failure to
 18 pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4)
 19 failure to provide rest periods or premium pay in lieu thereof; (5) failure to reimburse necessary
 20 business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely
 21 pay wages during employment; (8) failure to timely pay wages after employment; (9) civil
 22 penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code
 23 §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§
 24 17200, *et seq.*

25 2. Defendant denies all material allegations set forth in the Action and have asserted
 26 numerous affirmative and other defenses in response to the Class, PAGA, and individual claims.
 27 Defendant contends it has complied with the California Labor Code, the California Business &
 28 Professions Code, the applicable IWC Wage Orders, and all other applicable California and

1 Federal law. Nonetheless, Defendant has concluded that further litigation would be protracted
2 and expensive, and would also divert Defendant’s resources away from its core mission.
3 Defendant has therefore concluded that it is desirable that the litigation be resolved upon the terms
4 and conditions set forth in this Stipulation.

5 3. Notwithstanding the foregoing and in the interest of avoiding further litigation, the
6 Parties desire to fully and finally settle all actual or potential class, individual, and PAGA claims
7 as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint
8 and this Action with the exception of Plaintiff’s release, which will not encompass her individual
9 claims represented in Causes of Action Nos. 11 through 18, and this Settlement shall in now way
10 act to compromise, waiver, or settle those claims and causes of action.

11 4. This Settlement Agreement is made and entered into by and between Plaintiff
12 individually and on behalf of all other allegedly similarly situated Aggrieved Employees and
13 Settlement Class Members on the one hand, and Defendant on the other hand. This Settlement
14 Agreement is subject to the terms and conditions hereof, as well as the Court’s approval. The
15 Parties expressly acknowledge that this Agreement is entered into solely for the purpose of
16 compromising disputed claims and that nothing herein is an admission of any liability or
17 wrongdoing by Defendant. If, for any reason the Settlement Agreement is not approved, it will be
18 of no force or effect, and the Parties shall be returned to their original respective positions.

19 5. The Parties agree to abide by the terms of the Settlement Agreement in good faith
20 and to support the Settlement Agreement fully and to use their best efforts to defend this
21 Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

22 6. On January 16, 2024, the Parties participated in a full-day of mediation with David
23 Rotman of Mediated Negotiations (the “Mediator”), a well-respected mediator in the field of
24 employment law and wage-and-hour class actions. After a full-day of mediation, and two-days of
25 further negotiations, the Parties agreed to the principal terms of a class action and PAGA
26 settlement and entered into a Memorandum of Agreement (“MOA”) setting forth those terms,
27 which have now been expanded upon in this Stipulation.

28

1 7. Class Counsel conducted a significant investigation during the prosecution of the
2 Action. This investigation included, among other things, (a) numerous telephonic and Zoom
3 conferences with Plaintiff; (b) inspection and analysis of numerous payroll and policy documents
4 and other information produced by Plaintiff and Defendant, including a *Belaire-West* notice and
5 numerous motions to compel discovery responses and production and related motions brought by
6 Plaintiff during an approximate one-year period of non-production by Defendant and/or
7 Defendant's former defense counsel; (c) analysis of the legal positions taken by Defendant; (d)
8 investigation into the viability of class treatment of the claims asserted in the Action; (e) analysis
9 of potential class-wide damages, including information sufficient to understand Defendant's
10 potential defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims
11 asserted in the Action and the potential defenses thereto; (g) assembling and analyzing of data for
12 calculating damages; (h) conducted telephonic conferences with potential witnesses and obtained
13 declarations from several Class Members, and (i) hired the services of an expert to analyse and
14 prepare Defendant's exposure.

15 8. The extensive formal and informal discovery conducted in this matter, as well as
16 discussions between counsel, have been adequate to give the Class Representative and Class
17 Counsel a sound understanding of the merits of their positions and to evaluate the risks of
18 continued litigation and the value of the Settlement Class's claims. The formal discovery and
19 investigation conducted in this Action and the information exchanged by the Parties through
20 discovery and settlement discussions are sufficient to reliably assess the merits of the Parties'
21 respective positions and to compromise the issues on a fair and equitable basis.

22 9. The settlement discussions before, during, and after mediation were conducted at
23 arm's length and the settlement of the Action is the result of an informed and detailed analysis of
24 Defendant's potential liability in relation to the costs and risks associated with continued
25 litigation.

26 10. Plaintiff and Class Counsel believe that the claims, causes of action, allegations, and
27 contentions asserted in the Action have merit. However, Plaintiff and Class Counsel recognize
28

1 and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute
2 the Action against Defendant through trial and appeals. Class Counsel has taken into account: 1)
3 the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such
4 as this lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the potential difficulty
5 of obtaining certification of the Action; and 5) the potential risk of trying the claims of the class.
6 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the
7 claims alleged in the Action and litigation of those claims on a class-wide basis.

8 11. Class Counsel believes that the Settlement set forth in this Settlement Agreement
9 confers substantial benefits upon Plaintiff and the Class Members, and that an independent review
10 of this Settlement Agreement by the Court in the approval process will confirm this conclusion.
11 Based on their own independent investigation and evaluation, Class Counsel has determined that
12 the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class
13 Members.

14 12. Based on the data and documents produced during formal and informal discovery
15 and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request, Class Counsel's
16 own independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes
17 that Plaintiff's settlement with Defendant for the consideration provided and on the terms set
18 forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of
19 the Class Members in light of all known facts and circumstances, including the risk of significant
20 delay and uncertainty associated with litigation, various defenses asserted by Defendant, the
21 contested legal and factual issues involved, and potential appellate issues.

22 DEFINITIONS

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

25 13. "Action" means *Marjan Iranrouh v. Highlands Community Charter And Technical*
26 *Schools*, Sacramento County Case Number No. 34-2022-00324342.

27 14. "**Aggrieved Employees**" means those Class Members who worked for Defendant
28

King & Siegel LLP

1 within the **PAGA Period**.

2 15. “**Class Counsel’s Fees and Costs**” means attorneys’ fees agreed upon by the
3 Parties and approved by the Court for Class Counsel’s litigation and resolution of this Action.
4 Class Counsel’s Fees and Costs shall include all costs incurred and to be incurred by Class Counsel
5 in the Action, including, but not limited to, costs associated with documenting the Settlement,
6 securing the Court’s approval of the Settlement, responding to any objections to the settlement
7 and appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment
8 terminating this Action, and expenses for any experts. Class Counsel will request attorneys’ fees
9 not in excess of one-third of the Maximum Settlement Amount (i.e., up to Five-Hundred
10 Thousand Dollars and Zero Cents (\$500,000.00)). The Class Counsel’s Fees and Costs will also
11 mean and include the additional reimbursement of Class Counsel’s actual reasonable costs
12 incurred in connection with Class Counsel’s litigation and settlement of the Action, up to Thirty-
13 Five Thousand Dollars and Zero Cents (\$35,000.00), subject to the Court’s approval. Defendant
14 agrees not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth
15 above.

16 16. “**Settlement Administrator**” means a third-party class action settlement claims
17 administrator selected by the Parties and approved by the Court for purposes of administering this
18 Settlement. The Parties each represent that they will not select a Settlement Administrator in
19 which either Party has any financial interest or other relationship that could create a conflict of
20 interest.

21 17. “**Settlement Administration Costs**” means the costs payable from the Maximum
22 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
23 but not limited to, printing, distributing, and tracking documents for this Settlement, calculating
24 estimated amounts per Class Member, tax reporting, distributing the appropriate settlement
25 amounts, and providing necessary reports and declarations, and other duties and responsibilities
26 set forth herein to process this Settlement, and as requested by the Parties. The Settlement
27 Administration Costs will be paid from the Maximum Settlement Amount and shall not exceed
28

King & Siegel LLP

1 \$25,000.

2 18. “Class Counsel” means Elliot J. Siegel of King & Siegel LLP and Xavier Villegas
3 of Law Office of Xavier Villegas, APC.

4 19. “Class List” means a complete list of all Class Members that Defendant will
5 diligently and in good faith compile from their records and provide to the Settlement
6 Administrator within ten (10) calendar days after Preliminary Approval of this Settlement. The
7 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to
8 the extent in the possession of Defendant or its agents, Class Members’ names; last-known
9 addresses; last-known telephone numbers; last-known email address; social security numbers;
10 start dates of employment; end dates of employment; number of weeks worked by each Class
11 Member during the Class Period; the number of pay periods worked by each Aggrieved Employee
12 during the PAGA Period.

13 20. “Class Member(s)” or “Settlement Class” or the “Class” means “*all persons*
14 *who worked at least one 3.5-hour shift as a non-exempt employee in the State of California from the period*
15 *four years prior to the filing of the Action and January 16, 2024.*” Based on a review of Defendant’s
16 records, there an estimated 400 Settlement Class Members who worked from the beginning of the
17 Class Period through the date of mediation (January 16, 2024). This representation is a material
18 term for Plaintiff entering into this Stipulation.

19 21. “Class Period” means the period from July 27, 2018 to January 16, 2024.
20 Defendants have represented that there are approximately 400 Class Members in the Class Period
21 and that 389 Class Members worked a total of 29,292 weeks from July 27, 2018 to July 2023. This
22 representation is material term of the Settlement.

23 22. “Class Representatives” means Plaintiff Marjan Iranrouh who will seek to be
24 appointed as the representative for the Settlement Class.

25 23. “Class Representative Enhancement Payment” means the amounts to be paid
26 to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class
27 Members and negotiating the Settlement. Defendant agrees not to dispute that the Class
28

King & Siegel LLP

1 Representative will be paid, subject to Court approval, up to Five Thousand Dollars and Zero
2 Cents (\$5,000.00) from the Maximum Settlement Amount for his services on behalf of the class,
3 subject to the Court granting Final Approval of this Settlement Agreement and subject to the
4 exhaustion of any and all appeals. Should the Court reduce the Class Representative Enhancement
5 Payment, any such reduction shall revert to the Net Settlement distributed to Participating Class
6 Members.

7 24. “**Court**” means the Superior Court of California, County of Sacramento.

8 25. “**Defendant**” means Highlands Community Charter And Technical Schools.

9 26. “**Effective Date**” means the date on which the settlement embodied in this
10 Settlement Agreement shall become effective and is the date after all of the following events have
11 occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendant; (ii) the
12 Court has given Preliminary Approval to the Settlement, including approving a provisional
13 Settlement Class; (iii) notice has been given to the putative members of the Settlement Class,
14 providing them with an opportunity to object to the terms of the Settlement or to opt-out of the
15 Settlement; and (iv) *either* (1) the Court has held a formal fairness hearing and, having heard no
16 objections to the Settlement, has given Final Approval to the Settlement, including entering a final
17 order and judgment certifying the Class and approving this Settlement Agreement; or (2) in the
18 event there are oral or written objections filed prior to or at the formal fairness hearing which are
19 not later withdrawn or denied, the later of the following events: (a) five (5) business days after the
20 period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final
21 Approval of the Settlement have elapsed without any appeal, writ, or other appellate proceeding
22 having been filed; or (b) five (5) business days have elapsed following the final and conclusive
23 dismissal or resolution of any appeal, writ, or other appellate proceeding opposing the Settlement,
24 with no right to pursue further appellate remedies or relief.

25 27. “**Individual Class Payment**” means each Participating Class Member’s share of
26 the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid
27 Request for Exclusion, to be paid without the need to submit a claim.

28

King & Siegel LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

28. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata share of the 25% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved Employees. Aggrieved Employees will receive their Individual PAGA Payment regardless of whether they submit a valid Request for Exclusion.

29. **“Labor and Workforce Development Agency Payment”** means the amount that the Parties have agreed that Highlands will pay in connection with Plaintiff’s Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The Parties have agreed that One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Maximum Settlement Amount will be allocated to the resolution of the Aggrieved Employees’ claims arising under PAGA (“PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Two-Hundred Fifty Dollars and Zero Cents (\$75,000.00), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“LWDA”), and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), of the PAGA Settlement Amount will be paid to the Class Members, as allegedly Aggrieved Employees, as part of the Net Settlement Amount.

30. **“Maximum Settlement Amount”** means the maximum settlement amount of One Million Five-Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action. The Maximum Settlement Amount shall include all Individual Class Payments to Participating Class Members, Individual PAGA Payments, the Class Representative Enhancement Payment, Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce Development Agency Payment, and the Class Counsel’s Fees and Costs. Defendant agrees that it is responsible for employer-side payroll taxes, which are not included in the Maximum Settlement Amount and are to be paid in addition to the Maximum Settlement Amount. The Maximum Settlement Amount is non-reversionary.

31. **“Net Settlement Amount”** means the portion of the Maximum Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, Labor and Workforce Development Agency Payment, and Class

King & Siegel LLP

1 Counsel’s Fees and Costs. The Net Settlement Amount will be distributed to Participating Class
2 Members and Individual PAGA Payment.

3 32. “**Notice of Objection**” means a Class Member’s valid and timely written objection
4 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the
5 objector’s full name, signature, address, telephone number, and the last four digits of the
6 objector’s social security number, (b) the dates the objector was employed by Highlands in
7 California, (c) a written statement of all grounds for the objection accompanied by any legal
8 support for such objection, and (d) copies of any papers, briefs, or other documents upon which
9 the objection is based.

10 33. “**Notice Packet**” or “**Notice**” means the Notice of Class Action Settlement and
11 Share Form, substantially in the form attached as **Exhibit A**.

12 34. “**PAGA Period**” shall run from January 31, 2021 to January 16, 2024. There are an
13 estimated 380 Aggrieved Employees in the PAGA Period and Aggrieved Employees worked a total
14 of 11,536 pay periods in the PAGA Period.

15 35. “**Parties**” means Plaintiff and Defendant, collectively.

16 36. “**Participating Class Members**” means all Class Members who do not submit
17 valid and timely Requests for Exclusion.

18 37. “**Plaintiff**” or “**Named Plaintiff**” or “**Class Representative**” means Marjan
19 Iranrouh.

20 38. “**Preliminary Approval**” means the Court order granting preliminary approval of
21 the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

22 39. “**Final Approval**” means the Court granting final approval of the Settlement and
23 entering final judgement in an order in substantially the same form as the order attached as **Exhibit**
24 **C**.

25 40. “**Released Claims**” means those claims asserted in the Complaint or that
26 reasonably could have been alleged based on the factual allegations contained in the operative
27 complaint or LWDA letter, including but not limited to all of the following claims for relief: (1)
28

1 failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal
2 periods or premium pay in lieu thereof, (4) failure to provide rest periods or premium pay in lieu
3 thereof, (5) failure to reimburse necessary business expenses (6) failure to provide accurate
4 itemized wage statements, (7) failure to pay wages when due or at the end of employment, (8) civil
5 penalties under the Private Attorneys General Act (“PAGA”), and (9) unfair business practices.
6 It is the intent of the Parties that the judgment entered by the Court upon Final Approval of the
7 Settlement shall have *res judicata* and/or collateral estoppel effect and be final and binding upon
8 Plaintiff and all Participating Class Members regarding all of the Released Claims. The Release
9 will only take effect upon the latter of the Effective Date and full funding of the MSA by
10 Defendants.

11 41. **“Release Period”** means the period from July 27, 2018 to January 16, 2024.

12 42. **“Released PAGA Claims”** means the release of claims by Aggrieved Employees
13 for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have
14 reasonably been alleged based on the factual allegations contained in the Operative Complaint and
15 PAGA Notice. The Released PAGA Claims shall be release through the PAGA Release Period.
16 No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release
17 regardless of whether they cash their Individual PAGA Payment. The Release will only take effect
18 upon the latter of the Effective Date and full funding of the MSA by Defendants.

19 43. **“PAGA Release Period”** means the period from January 31, 2021 to January 16,
20 2024.

21 44. **“Released Parties”** shall mean (i) Defendant Highlands Community Charter And
22 Technical Schools, (ii) its respective past and present direct and indirect subsidiaries and affiliates
23 of any of the foregoing; (iii) the past and present shareholders, directors, officers, agents,
24 employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the
25 foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

26 45. **“Request for Exclusion”** means a timely letter submitted by a Class Member
27 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be
28

1 signed by the Class Member; (b) contain the name, address, telephone number, and the last four
2 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state
3 that the Class Member received the Notice, does not wish to participate in the Settlement, and
4 wants to be excluded from the Settlement; (d) be returned by first class mail or equivalent to the
5 Settlement Administrator at the specified address; and, (e) be postmarked on or before the
6 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
7 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
8 who does not request exclusion from the Settlement will be deemed a Participating Class Member
9 and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by
10 the Court.

11 46. “**Response Deadline**” means the deadline by which Class Members must
12 postmark to the Settlement Administrator valid Share Forms, Requests for Exclusion, or file and
13 serve objections to the Settlement. The Response Deadline will be forty-five (45) calendar days
14 from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 30th day
15 falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the
16 next day on which the U.S. Postal Service is open. The Response Deadline for Objections or
17 Requests for Exclusion will be extended fifteen (15) calendar days for any Class Member who is
18 re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday
19 or federal holiday, in which case the Response Deadline will be extended to the next day on which
20 the U.S. Postal Service is open. The Response Deadline may also be extended by express
21 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
22 Settlement Administrator have the authority to extend the deadline for Class Members to submit
23 a Request for Exclusion, or objection to the Settlement other than as provided herein.

24 47. “**Settlement**” or “**Stipulation**” means the Parties’ agreement to resolve the
25 Action on terms and conditions as set forth in this Settlement Agreement.

26 48. “**Workweeks**” means the number of weeks worked by each Class Member as a
27 non-exempt employee during the Class Period. Workweeks are determined by calculating the
28

King & Siegel LLP

1 number of days each Class Member worked during the Class Period and dividing by seven (7).
2 Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down;
3 however, a Class Member who worked only one day during the Class Period will be credited with
4 having worked one Workweek for purposes of the Settlement..

5 **CLASS CERTIFICATION**

6 49. Solely for purposes of settling the Action, the Parties stipulate and agree that the
7 requisites for establishing class certification with respect to the Settlement Class have been met
8 and are met. If the Settlement is not approved by the Court, Defendant retains all rights and
9 opportunities to contest class certification on all issues in the Action. More specifically, the Parties
10 stipulate and agree for purposes of this Settlement only that:

11 a. The Settlement Class is ascertainable and so numerous as to make it impracticable
12 to join all Class Members;

13 b. There are common questions of law and fact including, but not limited to, the
14 following:

15 i. Whether Defendant had a common policy and/or practice of
16 rounding non-exempt employees' time records to the detriment of those employees;

17 ii. Whether Defendant unlawfully and/or willfully failed to
18 compensate Plaintiff and Class Members at a minimum wage for all hours worked as a result of
19 its rounding policies;

20 iii. Whether Defendant unlawfully and/or willfully failed to
21 compensate Plaintiff and Class Members required overtime wages as a result of its rounding
22 policies;

23 iv. Whether Defendant had a common policy and/or practice by
24 which they implemented an "auto-deduct" of 30 minutes for employees for meal periods
25 regardless of whether employees took a meal period or its actual length;

26 v. Whether Defendant's auto-deduct policy and practice unlawfully
27 deprives employees of wages earned;

28

King & Siegel LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

vi. Whether Defendant had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

vii. Whether Defendant unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

viii. Whether Defendant paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;

ix. Whether Defendant had a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

x. Whether Defendant paid Plaintiff and Class Members all business expenses incurred in the discharge of their duties;

xi. Whether Defendant unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

xii. Whether Defendant had a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

xiii. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

xiv. Whether Defendant had a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210.

xv. Whether Defendant had a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;

xvi. Whether Defendant unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;

King & Siegel LLP

1 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
2 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

3 50. Funding of the Maximum Settlement Amount. Within five (5) calendar days after
4 the Effective Date, the Settlement Administrator will provide the Parties with an accounting of
5 the amounts to be paid by Highlands pursuant to the terms of the Settlement. Within fifteen (15)
6 days of receiving the final accounting of funds by the Settlement Administrator, Defendant will
7 make the required deposit of the Maximum Settlement Amount in the amount of \$1,500,000
8 (“Maximum Settlement Amount”);¹

9 51. Within seven (7) calendar days of the funding of the Maximum Settlement Amount,
10 the Settlement Administrator will issue payments to: (a) Class Representative; (b) Class Counsel;
11 (c) the Participating Class Members; (d) the Labor and Workforce Development Agency; and (e)
12 the Settlement Administrator.

13 52. Class Counsel’s Fees and Costs. Defendant agrees not to oppose or impede any
14 application or motion by Class Counsel for Class Counsel’s Fees and Costs of up to one-third of
15 the Maximum Settlement Amount, or \$500,000.00, plus the reimbursement of actual reasonable
16 costs and expenses incurred in connection with Class Counsel’s litigation and settlement of the
17 Action, up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000), both of which will be paid
18 from the Maximum Settlement Amount.

19 53. Class Representative Enhancement Payment. In recognition of her efforts and work
20 in prosecuting the Action on behalf of Class Members and the Aggrieved Employees and in
21 negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion
22 for a Class Representative Enhancement Payment of up to a total of Five Thousand Dollars and
23 Zero Cents (\$5,000.00) to the Class Representative, subject to the Court’s approval. The Class
24 Representative Enhancement Payment, which will be paid from the Maximum Settlement
25

26 ¹ This payment shall be deposited into a Qualified Settlement Fund to be established by the
27 Settlement Administrator to be held in trust pending final approval of this Settlement. Should final
28 approval of this settlement not be granted for any reason, Defendant shall be entitled to return of
this deposit within 30 days of such event.

1 Amount, is in addition to the payment to which she is entitled as Settlement Class Member or is
2 entitled to as part of Plaintiff's Individual Class Payment. The Class Representative agrees to a
3 limited release releasing only her claims within the definition of "Released Claims." Plaintiff is
4 not releasing her individual causes of action as raised in the class action complaint, specifically
5 Causes of Action Nos. 11 through 18, and this Settlement shall in no way act to compromise,
6 waiver, or settle those claims and causes of action.

7 54. Settlement Administration Costs. The Settlement Administrator will be paid for
8 the reasonable costs of administration of the Settlement and distribution of payments from the
9 Maximum Settlement Amount, which is capped at no more than \$25,000.00. These costs, which
10 will be paid from the Maximum Settlement Amount, will include, for instance, costs incurred for
11 the required tax reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS
12 Forms, distributing the Notice Packet, calculating Class Members' workweeks, and calculating
13 and distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and
14 providing necessary reports and declarations.

15 55. Labor and Workforce Development Agency Payment. Subject to Court approval,
16 the Parties agree that the amount of One Hundred Thousand Dollars and Zero Cents
17 (\$100,000.00) of the Maximum Settlement Amount will be designated for satisfaction of
18 Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or
19 Twenty-Six Thousand Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), will be paid
20 to the LWDA, and Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars and Zero Cents
21 (\$25,000.00), will be distributed to allegedly Aggrieved Employees. Class Counsel shall be
22 responsible for giving any required notice of this Settlement to the LWDA.

23 56. Net Settlement Amount. "Net Settlement Amount" shall mean the Maximum
24 Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and Costs,
25 Class Representative Enhancement Payment, the portion of the Labor and Workforce
26 Development Agency Payment that will be paid to the LWDA, and Individual PAGA Payment.

27 57. Settlement Administration Cost Decreases. Any portion of the estimated or
28

1 designated Settlement Administration Costs which are not required to fulfill the total Settlement
2 Administration Costs will become part of the Net Settlement Amount.

3 58. Individual Class Payment and Individual PAGA Payment Calculations. Individual
4 Class Payments will be calculated and apportioned from the Net Settlement Amount based on the
5 Workweeks a Participating Class Member worked during the Class Period. Individual PAGA
6 Payments will be separately calculated and apportioned from the portion of the PAGA amount
7 intended for Aggrieved Employees. Specific calculations of Individual Class Payments and
8 Individual PAGA Payments will be made as follows:

9 a. The Settlement Administrator will calculate the number of Workweeks per
10 Participating Class Member during the Class Period based on records in Defendant's
11 possession, custody, or control.² Workweeks are determined by identifying each week an
12 employee actually worked based on Defendant's timekeeping and/or payroll data. A Class
13 Member who worked only one day during the Class Period will be credited with having
14 worked one Workweek for purposes of the Settlement. Partial workweeks will not be
15 counted, meaning incomplete workweeks will be rounded down.

16 b. The Settlement Administrator will calculate the total Workweeks for all
17 Settlement Class Members by adding the number of Workweeks worked by each
18 Settlement Class Member during the Class Period.

19 c. The respective Workweeks for each Settlement Class Member will be
20 divided by the total Workweeks for each Settlement Class Member, resulting in the
21 Payment Ratio for each Settlement Class Member.

22 d. Each Settlement Class Member's Payment Ratio will then be multiplied by
23 the Net Settlement Amount to calculate each Settlement Class Member's estimated
24

25 ² Defendant's Workweek data will be presumed to be correct unless a particular Class
26 Member proves otherwise to the Settlement Administrator by credible written evidence. All
27 Workweek disputes will be resolved and decided by the Settlement Administrator in consultation
28 with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all
Workweek disputes will be final and non-appealable.

King & Siegel LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Individual Class Payments. However, the Parties agree that the minimum payment to any given Class Member shall be no less than \$25 dollars.

e. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employees' individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA payment allocated to Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

59. Limited Confidentiality. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to final approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with Class Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to preliminary and final approval of the Settlement or for other class action settlements. This provision also does not limit Class Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral description of publicly available facts regarding the Settlement, provided that such posting does not expressly identify Defendant by name.

60. Class Member Communications. Defendant will instruct its officers, directors, and exempt managers that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, and exempt managers should make no comment except those necessary to direct the employees to Defendant's administrators, who will be instructed to direct such Class Members to the Settlement Administrator and the Class Notice, or Class Counsel, and to provide such Class Members with

1 contact information for the Settlement Administrator and Class Counsel. Defendant agrees not to
2 discourage or prevent Class Members from exercising any of their rights or obligations pursuant
3 to this Agreement. At no time will any of the Parties or their counsel take any action to encourage,
4 support, require, or induce Class Members to object to the Settlement Agreement, opt-out from
5 the Settlement, or appeal from the Order and Judgment.

6 61. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
7 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
8 Members solely in the year in which such payments are received by the Participating Class
9 Members. It is expressly understood and agreed that the receipt of such Individual Class Payments
10 will not entitle any Participating Class Member to additional compensation or benefits under any
11 company bonus, commission, or other compensation or benefit plan or agreement in place during
12 the period covered by the Settlement, nor will it entitle any Participating Class Member to any
13 increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is
14 the intent of the Parties to this Settlement that the Individual Class Payments provided for in this
15 Settlement are the sole payments to be made by Highlands to the Participating Class Members,
16 and that the Participating Class Members are not entitled to any new or additional compensation
17 or benefits as a result of having received the Individual Settlement Payments (notwithstanding any
18 contrary language or agreement in any benefit or compensation plan document that might have
19 been in effect during the period covered by this Settlement).

20 62. Settlement Administration Process. The Parties agree to cooperate in the
21 administration of the Settlement and to make all reasonable efforts to control and minimize the
22 costs and expenses incurred in administration of the Settlement.

23 63. Delivery of the Class List. Within ten (10) calendar days of Preliminary Approval,
24 Defendant will provide the Class List to the Settlement Administrator.

25 64. Notice by First-Class U.S. Mail. Within five (5) calendar days following receipt of
26 the Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form
27 attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the
28

1 most current, known mailing addresses identified in the Class List. Each Notice Packet will
2 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
3 principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated Individual
4 Class Payment and the formula for calculating Individual Class Payments; (e) the dates which
5 comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or
6 objections; (g) the deadlines by which the Class Member must fax or postmark Requests for
7 Exclusions or file and serve objections to the Settlement; (h) the claims to be released, as set forth
8 herein; and (i) the date for the Final Approval Hearing.

9 65. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
10 Settlement Administrator will perform a search based on the National Change of Address
11 Database for information to update and correct for any known or identifiable address changes. Any
12 Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
13 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
14 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
15 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will
16 promptly attempt to determine the correct address using a skip-trace, or other search using the
17 name, address and/or Social Security number of the Class Member involved and will then perform
18 a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-
19 trace or by request, will have between the later of: (a) an additional fifteen (15) calendar days; or
20 (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an objection
21 to the Settlement.

22 66. The Settlement Administrator shall exercise its best judgment to determine the
23 current mailing address for each Class Member. The address identified by the Settlement
24 Administrator as the current mailing address shall be presumed to be the best mailing address for
25 each Class Member.

26 67. Disputed Information on Notice Packets. Class Members and Aggrieved
27 Employees will have an opportunity to dispute the information provided in their Notice Packets.
28

1 To the extent Class Members/Aggrieved Employees dispute the number of weeks he/she worked
2 during the Class Period or PAGA Period, or the amount of their Individual Class Payment or
3 Individual PAGA Payment, Class Members may produce evidence to the Settlement
4 Administrator showing that such information is inaccurate. Any disputes, along with supporting
5 documentation, must be postmarked on or before the Response Deadline. Absent evidence
6 rebutting Defendant's records, Defendant's records will be presumed determinative. However, if
7 a Class Member or Aggrieved Employee produces evidence to the contrary, the Settlement
8 Administrator will evaluate the evidence submitted by the Class Member/Aggrieved Employee in
9 consultation with Class Counsel and counsel for Defendant and will make the final decision as to
10 the Individual Class Payment/Individual PAGA Payment to which the Class Member/Aggrieved
11 Employee may be entitled with input from Class and Defense Counsel. This determination shall
12 be binding on the Class Member and Aggrieved Employee.

13 68. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
14 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
15 Administrator within the Response Deadline. The date of the postmark on the return mailing
16 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
17 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will
18 certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
19 timely submitted. Any Class Member who submits a Request for Exclusion shall be prohibited
20 from objecting to the Settlement Agreement.

21 69. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
22 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
23 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement,
24 including those pertaining to the Released Claims, as well as any Judgment that may be entered by
25 the Court if it grants Final Approval to the Settlement.

26 70. Objection Procedures. To object to the Settlement Agreement, a Class Member
27 must file a valid Notice of Objection with the Settlement Administrator on or before the Response
28

1 Deadline. The Settlement Administrator shall serve all objections as received on Class Counsel
2 and Defendant's Counsel. It shall not be a breach of this Agreement for Class Counsel to file the
3 Objections with the Court per the Court's instruction, local rules, or as otherwise required for
4 approval of this Settlement Agreement. The Notice of Objection shall be signed by the Class
5 Member and contain all information required by this Settlement Agreement. The postmark date
6 of the filing and service will be deemed the exclusive means for determining that the Notice of
7 Objection is timely. Class Members may also raise objections orally at the Final Fairness and
8 Approval hearing, whether or not they previously submitted a valid Notice of Objection. At no
9 time will any of the Parties or their counsel take any action to encourage, support, or induce Class
10 Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the
11 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
12 such objections to this Settlement.

13 71. Certification Reports Regarding Individual Class Payment Calculations. The
14 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
15 which certifies: (a) the number of Class Members who have submitted valid Requests for
16 Exclusion; and (b) whether any Class Member has submitted a challenge to any information
17 contained in their Claim Form or Notice Packet. Additionally, the Settlement Administrator will
18 provide to counsel for both Parties any updated reports regarding the administration of the
19 Settlement Agreement as needed or requested. No later than 30 days prior to the deadline for
20 Class Counsel to file its motion in support of the Final Approval and Fairness Hearing, the
21 Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a
22 declaration with summary information of the Notice process, including but not limited to: (a) the
23 total amount of final Individual Class Payments of each Settlement Class Member; (b) the number
24 of Settlement Class Members to receive such payments; (c) the final number of requests for
25 exclusion/opt-outs requests and objections; (d) the Settlement Administrator's qualifications for
26 administration; and (e) an explanation of the steps taken to implement the Notice process as set
27 forth in this Agreement. The Settlement Administrator will also provide a copy of each opt-out
28

1 request and objection, authenticate those documents, and provide all necessary details as
2 requested by Counsel regarding the timing and handling of any opt-out requests and objections.

3 72. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
4 to Participating Class Members will be negotiable for 180 calendar days from the date the check
5 was issued (the “Void Date”). For any Class Member whose Individual Class Payment check or
6 Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
7 shall transmit the funds represented by such checks to a Court-approved non-profit organization
8 or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”).

9 73. The Cy Pres Recipient shall be the California Bar’s Justice Gap Fund. The Parties
10 represent and warrant that they have no interest or relationship, financial or otherwise, with the
11 intended Cy Pres Recipient.

12 74. Certification of Completion. Upon completion of administration of the Settlement,
13 the Settlement Administrator will provide a written declaration under oath to certify such
14 completion to the Court and counsel for all Parties.

15 75. Treatment of Individual Class Payments and Individual PAGA Payments. All
16 Individual Class Payments will be allocated as follows: of each Individual Class Payment, 33% will
17 be allocated as alleged unpaid wages, 33% will be allocated as alleged unpaid civil penalties, and
18 34% will be allocated as alleged unpaid interest. The percentage of each Individual Class Payment
19 allocated as wages will be reported on an IRS Form W-2 by the Settlement Administrator. The
20 remaining percentage of each Individual Class Payment shall be allocated as interest, penalties,
21 and reimbursement, and will be reported on an IRS Form-1099 by the Settlement Administrator.
22 All Individual PAGA Payments will be allocated as alleged penalties and will be reported on an
23 IRS Form-1099 by the Settlement Administrator.

24 76. Administration of Taxes by the Settlement Administrator. The Settlement
25 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved
26 Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
27 amounts paid pursuant to this Agreement. Within five (5) business days after the Effective Date,
28

1 the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid
2 by Highlands pursuant to the terms of the Settlement, including the amount of the employer
3 contribution for payroll taxes to be paid by Highlands.

4 77. Tax Liability. The Parties acknowledge that no tax advice has been offered or given
5 by any other Party, their attorneys, agents, or any other representatives, in the course of these
6 negotiations, and that each Party is relying upon the advice of his/its own tax consultant with
7 regard to any tax consequences that may arise as a result of the execution of this Agreement. The
8 Class Representatives and Class Counsel acknowledge that they may be required to submit a Form
9 W-9, and the Class Representatives, Class Members, and Class Counsel acknowledge that the
10 Settlement Administrator may be required to issue a Form 1099 or other tax form reporting the
11 consideration flowing to the Class Representatives, Class Members, and Class Counsel under this
12 agreement to the Internal Revenue Services and/or other taxing authority. Nothing herein shall
13 obligate the Class Representatives, Class Members, and Class Counsel to pay, indemnify, or
14 otherwise assume responsibility for any taxes that would be owed by Defendant in the first instance
15 or as a result of any re-classification of the treatment of the payments, such as, for example,
16 employer-side payroll contributions.

17 78. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
20 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
22 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
23 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
25 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
26 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
27 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
28

King & Siegel LLP

1 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
 2 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
 3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
 4 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
 5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
 6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
 7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
 8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
 9 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
 10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
 11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
 12 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
 13 AGREEMENT.

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

18 80. Release of Claims by Class Members. Upon the latter of the Effective Date and full
 19 funding of the MSA by Defendants, the Settlement Class and each Participating Class Member,
 20 fully releases and discharges the Released Parties for the Released Claims for the Class Period.
 21 Participating Class Members will be deemed to have acknowledged and agreed that their claims
 22 for wages and penalties in the Action are disputed, and that their Individual Class Payment
 23 constitutes payment of all sums allegedly due to them. Participating Class Members will be
 24 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not
 25 applicable to the Individual Class Payment.

26 81. Plaintiff’s Released Claims. The Class Representative agrees to a limited release
 27 releasing only her claims within the definition of “Released Claims” Plaintiff does not release her
 28

King & Siegel LLP

1 individual causes of action as raised in the class action complaint, specifically Causes of Action
2 Nos. 11 through 18, and this Settlement shall in now way act to compromise, waiver, or settle those
3 claims and causes of action.

4 82. Release of Claims by Aggrieved Employees and State. Upon the Effective Date and
5 the full funding the MSA by Defendant, the Aggrieved Employees fully release and discharge the
6 Released Parties for the Released PAGA Claims for the PAGA Release Period.

7 83. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
8 this Settlement Agreement to the Court in support of Plaintiff’s Motion for Preliminary Approval
9 and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement
10 Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the
11 Court for the entry of an order for:

12 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
13 including but not limited to, payment of Class Counsel’s fees and costs, and the Class
14 Representative Enhancement Payment, should be finally approved as fair, reasonable, and
15 adequate as to the members of the Settlement Class;

16 b. Preliminarily Certifying a Settlement Class;

17 c. Approving, as to form and content, the proposed Notice;

18 d. Approving the manner and method for Class Members to request exclusion from
19 the Settlement as contained herein and within the Notice;

20 e. Directing the mailing of the Notice, by first class mail to the Class Members; and

21 f. Giving Preliminary Approval to Settlement subject to final review by the Court.

22 84. Duties of the Parties Following Preliminary Court Approval. Following Preliminary
23 Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to
24 the Class, Class Counsel will submit a proposed final order of approval and judgment for:

25 a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and
26 adequate, and directing consummation of its terms and provisions;

27 b. Approval of Class Counsel’s application for an award of attorneys’ fees and costs;
28

King & Siegel LLP

1 c. Approval of the Class Representative Enhancement Payment to the Class
2 Representatives;

3 d. Approval of the Settlement Administration Costs of the Settlement Administrator;
4 and

5 e. That judgment be entered in this Action.

6 85. Rescission of Settlement Agreement (by Defendant). If more than ten percent
7 (10%) of the Class Members opt-out of the Settlement by submitting Requests for Exclusion,
8 Defendant may, at their option, rescind and void the Settlement and all actions taken in
9 furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in
10 writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator
11 notifies the Parties of the total number of Requests for Exclusion received by the Response
12 Deadline. If the option to rescind is exercised, Defendant shall be solely responsible for all costs
13 of the Settlement Administrator accrued to that point.

14 86. Escalator Clause. Highlands has represented that the Class size through mediation
15 is approximately 400 Settlement Class Members who worked approximately 29,292 workweeks
16 through July 2023. Plaintiff has relied upon this material representation in entering into this
17 Settlement. Should the number of Settlement workweeks increase by more than 15%, the
18 Maximum Settlement Amount shall increase proportionately for each workweek in excess of that
19 15% grace. For example, if the total workweeks increase by 16%, the Maximum Settlement Amount
20 shall increase proportionately by 1%. For the avoidance of doubt, any increase to the Maximum
21 Settlement Amount caused by this Paragraph shall apply to Class Counsel’s fees such that they
22 shall be equal to one-third of the amount of the escalated Maximum Settlement Amount.

23 87. Adjustments to Components of Maximum Settlement Amount. This Agreement
24 contemplates those future adjustments to the amounts of components of the Maximum Settlement
25 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
26 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.
27 For the avoidance of doubt, this Paragraph does not apply to the Escalator Clause above, and
28

1 modifications to this Settlement and the Notice shall be implemented upon the Escalator Clause
2 triggering without the need for a written stipulation or Court Order.

3 88. Nullification of Settlement Agreement. In the event that: (a) the Court does not
4 issue final approval of the Settlement as provided herein; or (b) the Settlement does not become
5 final for any other reason, then this Settlement Agreement, and any documents generated to bring
6 it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
7 this Settlement Agreement will likewise be treated as void from the beginning. In such event, if
8 the Court rejects the Settlement despite the Parties' best efforts, Defendant shall be liable for all
9 Settlement Administration costs incurred.

10 89. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
11 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
12 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
13 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
14 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
15 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
16 Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth
17 the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed
18 Notice of Class Action Settlement document and share form, attached as **Exhibit A**. Class
19 Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.
20 Defendant agrees not to oppose the Motion for Preliminary Approval.

21 90. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement
23 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
24 be conducted to determine the Final Approval of the Settlement Agreement along with the
25 amounts properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c)
26 the Labor and Workforce Development Agency Payment; (d) the Class Counsel's Fees and Costs;
27 (e) the Class Representative Enhancement Payment; (f) all Settlement Administration Costs; and
28

King & Siegel LLP

1 (g) the Highlands’s share of payroll taxes for wages paid in connection with the Individual Class
2 Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final
3 Approval, including responding to any objections and appeals arising therefrom. Class Counsel
4 will also draft the attorneys’ fees and costs application to be heard at the Final Approval hearing.
5 Defendant agrees not to oppose the Motion for Final Approval.

6 91. Termination of Settlement. Subject to the obligation(s) of cooperation set forth
7 herein, any Party may terminate this Settlement if the Court declines to enter the Preliminary
8 Approval Order, the Final Approval Order, or final judgment in substantially the form submitted
9 by the Parties, or the Settlement Agreement as agreed does not become final because of appellate
10 court action. The Terminating Party shall give to all other Parties (through his/its counsel) written
11 notice of his/its decision to terminate this Agreement no later than ten (10) business days after
12 receiving notice that one of the enumerated events has occurred. Termination of this Agreement
13 shall have the following effects:

14 a. The Settlement Agreement shall be terminated and shall have no force or effect,
15 and no Party shall be bound by any of its terms;

16 b. In the event the Settlement is terminated, Defendant shall have no obligation to
17 make any payments to any Party, Class Member or Class Counsel. The Terminating Party shall
18 pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order, and Judgment, including
21 any order of class certification, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the Settlement;

25 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of settlement (including all matters associated with the
27
28

1 mediation) shall be admissible or offered into evidence in the Action or any other action for any
2 purpose whatsoever.

3 92. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
4 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
5 Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its
6 approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of
7 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
8 administration matters, and (c) such post-Judgment matters as may be appropriate under court
9 rules or as set forth in this Agreement.

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

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

21 95. Amendment or Modification. This Settlement Agreement may be amended or
22 modified only by a written instrument signed by the named Parties or their successors-in-interest.

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

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

6 97. Signatories. It is agreed for the purposes of this Settlement Agreement only that
7 because the members of the Class are so numerous, it is impossible or impractical to have each
8 member of the Class execute this Settlement Agreement. The Notice, attached hereto as **Exhibit**
9 **A**, will advise all Class Members of the binding nature of the release, and the release shall have the
10 same force and effect as if this Settlement Agreement were executed by each member of the Class.

11 98. Binding on Successors and Assigns. This Settlement Agreement will be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
13 defined.

14 99. California Law Governs. All terms of this Settlement Agreement and Exhibits
15 hereto will be governed by and interpreted according to the laws of the State of California.

16 100. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. The Agreement may be executed in one or more counterparts either by
18 ink or electronic signature. All executed counterparts and each of them, including electronic,
19 facsimile, and scanned copies of the signature page, will be deemed to be one and the same
20 instrument.

21 101. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
22 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties
23 further agree that they have arrived at this Settlement after arm's-length negotiations and in the
24 context of adversarial litigation, taking into account all relevant factors, present and potential. The
25 Parties further agree that they and their respective counsel have conducted informal discovery,
26 including but not limited to per-shift time keeping data, payroll data, and evidence of pay and
27 timekeeping policies, and that the investigation conducted by the Parties was sufficient to satisfy
28

1 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
2 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
3 (“*Dunk/Kullar*”). The Parties further acknowledge that they are each represented by competent
4 counsel and that they have had an opportunity to consult with their counsel regarding the fairness
5 and reasonableness of this Agreement.

6 102. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
8 extent possible consistent with applicable precedents so as to define all provisions of this
9 Settlement Agreement valid and enforceable.

10 103. Plaintiff’s Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
11 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
12 herein. For good and valuable consideration, Plaintiff further agrees that he will not request to be
13 excluded from the Settlement Agreement, nor object to any terms herein, except as stipulated by
14 the Parties in regard to her individual claims. Any such request for exclusion or objection by
15 Plaintiff will be void and of no force or effect. Any efforts by Plaintiff to circumvent the terms of
16 this paragraph will be void and of no force or effect.

17 104. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
18 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
19 Counsel may appeal any reduction in the Class Counsel’s Fees and Costs below the amount
20 requested from the Court but must inform Defense Counsel and the Class Administrator of any
21 intent to appeal prior to the distribution of any funds from the Class Administrator to any
22 Settlement Class Members or any other Parties. Any Party may terminate this Settlement or
23 appeal any Court order which is not in substantially the form submitted by the Parties.

24 105. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
25 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
26 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
27 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
28

1 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
2 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
3 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
4 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
5 an admission or concession by Defendant of any such violations or failures to comply with any
6 applicable law. The Parties agree that there exists a bona fide dispute as to whether any
7 compensation is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so,
8 the amount thereof, and no legal determinations have been made with respect to the legal claims
9 bought in the Action and resolved in this Settlement. Except as necessary in a proceeding to
10 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be
11 offered or received as evidence in any action or proceeding to establish any liability or admission
12 on the part of Defendant or to establish the existence of any condition constituting a violation of,
13 or a non-compliance with, federal, state, local, or other applicable law.

14 106. Captions. The captions and section numbers in this Agreement are inserted for the
15 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
16 provisions of this Agreement.

17 107. Waiver. No waiver of any condition or covenant contained in this Agreement or
18 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
19 constitute a further waiver by such Party of the same or any other condition, covenant, right, or
20 remedy.

21 108. Enforcement Actions. In the event that one or more of the Parties institute any legal
22 action, motion, petition, or other proceeding against any other Party or Parties to enforce the
23 provisions of this Settlement or to declare rights and/or obligations under this Settlement, the
24 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
25 reasonable attorneys' fees and costs, including expert witness fees incurred.

26 109. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
27 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
28

King & Siegel LLP

1 against one Party than another merely by virtue of the fact that it may have been prepared by
2 counsel for one of the Parties, it being recognized that, because of the arm’s-length negotiations
3 between the Parties, all Parties have contributed to the preparation of this Agreement.

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

9 111. All Terms Subject to Final Court Approval. All amounts and procedures described
10 in this Settlement Agreement herein will be subject to the Court’s Final Approval.

11 112. Notices. Unless otherwise specifically provided herein, all notices, demands, or
12 other communications given hereunder shall be in writing and shall be transmitted to a Party via
13 email:

14 To Plaintiff and the Settlement Class:

15 Elliot J. Siegel
16 elliot@kingsiegel.com
17 **KING & SIEGEL LLP**
18 724 S. Spring Street, Suite 201
Los Angeles, California 90014

19 Xavier Villegas
20 xavier@xaviervillegaslaw.com
21 **LAW OFFICE OF XAVIER VILLEGAS, APC**
22 2390 Las Posas Road, C168
Camarillo, CA 93010

23 To Defendant:

24 Evan D. Beecher (SBN: 280364)
25 Evan M. McBride (SBN: 317393)
26 **JACKSON LEWIS P.C.**
27 400 Capitol Mall, Suite 1600
28 Sacramento, California 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
Email(s):

King & Siegel LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Evan.Beecher@jacksonlewis.com
Evan.McBride@jacksonlewis.com

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

114. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Marjan Iranrouh

Dated: 01/03/2024


Marjan Iranrouh (Mar 1, 2024 11:17 PST)

Marjan Iranrouh

DEFENDANT: Highlands Community Charter And Technical Schools

Dated: 3/6/2024

By: Murdock Smith
Its: _____

Exhibit A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Marjan Iranrouh v. Highlands Community Charter And Technical Schools
Superior Court of the State of California, Sacramento County
Case No. 34-2022-00324342

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Highlands Community Charter And Technical Schools's records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former employees of Highlands Community Charter And Technical Schools who worked at least one shift in California from July 27, 2018 through January 16, 2024.

On [REDACTED], the Honorable Lauri A. Damrell of the Superior Court of California for the County of Sacramento granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.]

IF YOU STILL WORK FOR HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE

¹ By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<PayPeriods>>. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

Questions? Contact the Settlement Administrator toll free at [REDACTED]

RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member’s participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www._____](#).

What Is This Case About?

Marjan Iranrouh was an employee of Defendant. She is the “Plaintiff” in this case and is suing Highlands Community Charter And Technical Schools (“Defendant”) on behalf of herself and all Class Members. Plaintiff sued Defendant, alleging they (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff’s claims or Defendant’s defenses thereto.

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that Highlands Community Charter And Technical Schools has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On January 16, 2024, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action (“Joint Stipulation”).

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 22 of the Superior

Questions? Contact the Settlement Administrator toll free at _____

Court of California for the County of Sacramento, 720 Ninth Street, Sacramento, CA 95814. You are not required to attend the Hearing.

Attorneys for Plaintiff and the Class Members (“Class Counsel”) are:

Elliot J. Siegel
Julian Burns King
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

and

Xavier Villegas
LAW OFFICE OF XAVIER VILLEGAS, APC
(805) 250-7488
2390 Las Posas Road, C168
Camarillo, CA 93010

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for \$1,500,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$5,000 service payment to the Representative Plaintiff for her time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs not to exceed \$25,000; (4) \$75,000 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$100,000 allocated to PAGA penalties); (5) an aggregate of \$25,000 to alleged PAGA Aggrieved Employees (or 25% of the \$100,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$500,000.00 in attorneys’ fees and up to \$35,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys’ fees and costs/expenses, a total of approximately [\$_____] will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount”). Employer-side payroll taxes will be paid by Highlands Community Charter And Technical Schools *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class

Questions? Contact the Settlement Administrator toll free at _____

Period (“Workweeks”). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant’s possession, custody or control.² Workweeks are determined by identifying each week an employee actually worked based on Defendant’s timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.
- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement Payments. However, the minimum payment to any given Class Member shall be no less than \$25 dollars.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee’s individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Iranrouh v. Highlands Community Charter And Technical*

² Defendant’s Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator’s decision on all Workweek disputes will be final and non-appealable.

Questions? Contact the Settlement Administrator toll free at _____

Schools Settlement Administrator, c/o _____ no later than **45** days after the date this Notice of Class Action Settlement was mailed to you.³

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation (“Disputes”), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 33% will be allocated as alleged unpaid civil penalties, and 34% will be allocated to interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The Released Claims are defined as:

Those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA

³ Unless the 15th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

Questions? Contact the Settlement Administrator toll free at _____

letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

The Released PAGA Claims include:

All claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.

Released Parties means (i) Defendant Highlands Community Charter And Technical Schools; (ii) its respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iii) the past and present shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

The “Release Period” is the period from July 27, 2018 through January 16, 2024. The “PAGA Release Period” is the period from January 31, 2021 to January 16, 2024.

Option 2 - Opt-Out of the Settlement

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [redacted]. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *IRANROUH V. HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, ET. AL.* LAWSUIT.”

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security

Questions? Contact the Settlement Administrator toll free at _____

Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Iranrouh v. Highlands Community Charter And Technical Schools Settlement Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [45 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA⁴; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Highlands Community Charter And Technical Schools in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Marjan Iranrouh v. Highlands Community Charter And Technical Schools, et. al.*, Sacramento County Case Number No. CV2023-0742.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____, in Department 22 of the Superior Court of California for the County of Sacramento located at 720 Ninth Street, Sacramento, CA 95814, and discuss your objections with the Court and the Parties at your own expense.

⁴ By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Questions? Contact the Settlement Administrator toll free at _____

You may appear at the Hearing regardless of whether you submitted a written objection. You can appear remotely by using the Court's zoom link at <https://saccourt-ca.gov.zoomgov.com/my/sscdept22> or by calling using the phone number: dial (833) 568-8864; ID 16184738886. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Sacramento, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www. _____.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Questions? Contact the Settlement Administrator toll free at _____

Share Form

***Marjan Iranrouh v. Highlands Community Charter And Technical Schools*
Superior Court of the State of California, Sacramento County
Case No. 34-2022-00324342**

For all persons who are or previously were employed by Highlands Community Charter And Technical Schools (“Defendant”) in the State of California as a non-exempt employee in the State of California from July 27, 2018 through January 16, 2024 (“Class Period”).

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ [REDACTED]. [[Your total Individual PAGA Payment is currently estimated at \$ [REDACTED].]] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval (“Notice”), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ [REDACTED].

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant’s timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant’s records show that during the Class Period, you worked a total of [REDACTED] Workweeks. [[Defendant’s records show that during the PAGA Period you worked a total of _____ Pay Periods.]]

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is: _____

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

[Attach documentation and use separate page(s) as necessary]

Mail to: insert address

Exhibit B

1 Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
2 Elliot J. Siegel (Bar No. 286798)
3 elliot@kingsiegel.com
KING & SIEGEL LLP
4 724 S. Spring Street, Suite 201
Los Angeles, California 90014
5 tel: (213) 465-4802
6 fax: (213) 465-4803

7 Xavier Villegas (Bar No. 293232)
xavier@xaviervillegaslaw.com
8 **LAW OFFICE OF XAVIER VILLEGAS, APC**
9 2390 Las Posas Road, C168
Camarillo, CA 93010
10 tel: (805) 250-7488
11 fax: (805) 250-7499

12 Attorneys for Plaintiff and the Putative Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

16 **Marjan Iranrouh**, individually and on behalf of
17 all similarly situated individuals,

18 Plaintiff,

19 vs.

20 **Highlands Community Charter And**
21 **Technical Schools**, a California corporation;
22 and **Does 1-100**, inclusive;

23 Defendant.

CASE NO. 34-2022-00324342

[Assigned to Honorable Lauri A. Damrell,
Department 22]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: _____ [Reserved]

Time: _____

Dept.: _____

1 Plaintiff’s Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
3 Action (the “Settlement” or “Stipulation”) came on for hearing on _____, 2024.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. 34-2022-00324342, entitled *Marjan Iranrouh v.*
6 *Highlands Community Charter And Technical Schools* (the “Action”), and good cause appearing, the
7 Court finds that:

8 WHEREAS, Plaintiff Marjan Iranrouh (“Plaintiff” or “Class Representative”), has alleged
9 claims against Defendant Highlands Community Charter And Technical Schools (“Defendant”)
10 as an individual and on behalf of all others similarly situated, comprising: “*all persons who worked at*
11 *least one 3.5-hour shift as a non-exempt employee in the State of California from the period four years prior*
12 *to the filing of the Action and January 16, 2024.*” (“Class Members”); and

13 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendant for:
14 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
15 periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu
16 thereof; (5) failure to reimburse necessary business expenses; (6) failure to provide and maintain
17 accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages
18 after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004,
19 Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (10) Unlawful Business Practices, Cal. Bus. & Prof.
20 Code §§ 17200, *et seq.*

21 WHEREAS, Defendant expressly deny the allegations of wrongdoing and violations of law
22 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
23 and

24 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
25 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
26 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

27 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
28 re: Class and PAGA Action Settlement on _____, 2024, which provides for the final resolution of

1 all class and PAGA claims asserted by Plaintiff against Defendant in the Action, on the terms and
2 conditions set forth in the Stipulation, subject to the approval of this Court;

3 NOW, therefore, the Court grants preliminary approval of the Settlement, and

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

5 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
6 in this Order shall have the meanings set forth therein.

7 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and
8 the Class.

9 3. The Class is defined as follows: “*all persons who worked at least one 3.5-hour shift as a*
10 *non-exempt employee in the State of California from the period four years prior to the filing of the Action*
11 *and January 16, 2024.*”

12 4. The Court has determined that the Class Notice fully and accurately informs all
13 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
14 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
15 Members. The Class Notice is attached as **Exhibit A** and incorporated by reference.

16 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
17 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
18 consummate the Settlement in accordance with the terms of the Stipulation, including the terms
19 and procedures for Class Members to object or request exclusion to the Settlement.

20 6. The plan of distribution as set forth in the Stipulation providing for the distribution
21 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
22 reasonable, and adequate.

23 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
24 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
25 California 90014 and Xavier Villegas of Law Office of Xavier Villegas, APC, 2390 Las Posas Road,
26 C168, Camarillo, CA 93010.

27 8. The Court preliminarily approves the payment of attorneys’ fees in the amount of
28 \$500,000.00 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be

1 paid from the Maximum Settlement Amount.

2 9. The Court preliminarily approves the payment of incurred reasonable costs in an
3 amount not to exceed \$35,000.00 to Class Counsel, which shall be paid from the Maximum
4 Settlement Amount as defined in the parties' Stipulation.

5 10. The Court preliminarily approves a payment in the amount of \$75,000.00 to the
6 California Labor & Workforce Development Agency, representing the State of California's portion
7 of civil penalties under PAGA (or 75% of \$100,000), and \$25,000 to the alleged Aggrieved
8 Employees (or 25% of \$100,000), which shall both be paid from the Maximum Settlement Amount.

9 11. The Court preliminarily approves the payment of incurred reasonable claims
10 administration costs to the Settlement Administrator, in an amount not to exceed \$25,000, which
11 shall be paid from the Maximum Settlement Amount.

12 12. The Court preliminarily approves an enhancement award to the Class
13 Representative, Marjan Iranrouh, in the amount of \$5,000.00 which amount shall be paid from the
14 Maximum Settlement Amount.

15 13. The Court preliminarily approves the California Bar's Justice Gap Fund as the *cy*
16 *pres* beneficiary for all uncashed funds.

17 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
18 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
19 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
20 wrongdoing in this Action or in any other proceeding.

21 15. In the event that the Settlement does not become effective in accordance with the
22 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
23 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
24 all orders entered and releases delivered in connection herewith shall be null and void to the extent
25 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
26 proceed with litigation of the Action.

27

28

16. The Court orders the following Implementation Schedule¹ for further proceedings:

2	a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	_____ [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
4	b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	_____ [5 calendar days following the Settlement Administrator's receipt of Class data]
6	c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ [45 calendar days after the Settlement Administrator mails the Notice]
8	d.	Deadline for Class Members to submit objections to the Settlement	_____ [45 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
11	e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ [45 days prior to the Final Approval Hearing]
15	f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
18	g.	Final Settlement Approval Hearing	_____, 2024 at _____ a.m./p.m.
19	h.	Settlement Administrator to Provide an Accounting of Funds	_____ [5 calendar days following the Effective Date of the Settlement]
22	i.	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [15 calendar days following the day Defendant receives the Accounting of Funds from the Settlement Administrator]
24	j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and	_____ [7 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]

¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

Exhibit C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

Marjan Iranrouh, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

**Highlands Community Charter And
Technical Schools**, a California corporation;
and **Does 1-100**, inclusive;

Defendant.

CASE NO. 34-2022-00324342

[Assigned to Honorable Lauri A. Damrell,
Department 22]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA
ACTION SETTLEMENT PURSUANT TO
THE TERMS OF JOINT STIPULATION
RE: CLASS AND PAGA ACTION
SETTLEMENT**

Date: _____ [Reserved]

Time: _____

Dept.: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

Plaintiffs’ Unopposed Motion for Final Approval of the proposed Settlement of this action on the terms set forth in the Joint Stipulation of Settlement (the “Settlement” or “Stipulation”) came on for hearing on [REDACTED], 2024.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement), and having considered the supplemental declaration of the Settlement Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement Agreement and Plaintiffs’ Motion for Order Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of Settlement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

3. The previously certified Class, as further defined in the Settlement is as follows:
“All persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of California from the period four years prior to the filing of the Action and January 16, 2024.”

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of [REDACTED] Participating Class Members exists and a well-defined community of interest exists on the questions of law and fact

¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

1 involved because in the context of the Settlement: (i) all related matters, predominate over any
2 individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and
3 (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have
4 fairly and adequately represented and protected the interest of the Class Members.

5 6. The Court finds that the Settlement Agreement has been reached as a result of
6 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
7 conducted extensive litigation, investigation, and research, and their attorneys were able to
8 reasonably evaluate their respective positions over the course of this litigation.

9 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
10 compromise of the Class' claims and will avoid additional and potentially substantial litigation costs,
11 as well as the delay and risks of the Parties if they were to continue to litigate the case. After
12 considering the monetary recovery provided as part of the Settlement in light of the challenges
13 posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured
14 significant relief for Class Members.

15 8. The Court hereby approves the terms set forth in the Settlement Agreement and
16 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all
17 applicable requirements of the California Code of Civil Procedure, the California and United States
18 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
19 applicable law, and in the best interests of each of the Parties and Class Members.

20 9. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP and
21 Xavier Villegas of Law Office of Xavier Villegas, APC as Class Counsel, and finds each of them to
22 be adequate, experienced, and well-versed in class action litigation.

23 10. The Court appoints Plaintiff as Class Representative and finds her to be adequate.

24 11. The Court is satisfied that [REDACTED], which functioned as the Settlement
25 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
26 with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of
27 the Settlement terms, their right to do nothing and receive their settlement share, their right to
28 submit a request for exclusion, their rights to comment on or object to the Settlement, and their

1 right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the
2 Settlement and adequate periods of time to respond and to act were provided by each of these
3 procedures.

4 12. As part of administration, the Court notes that [REDACTED] Class Members filed written
5 objections to the Settlement as part of this notice process, and [REDACTED] Class Members filed a written
6 statement of intention to appear at the Final Approval and Fairness Hearing, and [REDACTED] Class
7 Member submitted a request for exclusion. The Class Member(s) who requested exclusion,
8 specifically [REDACTED], will not be bound by the Settlement and will not receive any portion of
9 the Net Settlement Amount, but will be bound by the PAGA Release to the extent they are
10 Aggrieved Employees under the Settlement.

11 13. The terms of the Settlement Agreement, including the Maximum Settlement
12 Amount of \$1,500,000 and the allocation for determining Individual Settlement Payments, are
13 fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
14 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

15 14. The Court further approves the following distributions from the Maximum
16 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
17 Agreement:

18 a. The \$500,000 amount, representing one-third of the Maximum Settlement
19 Amount, requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is
20 fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request
21 is also supported by its lodestar cross-check, and the Court finds that Class Counsel's time
22 spent on the matter and hourly rates charged by the attorneys who worked on the matter are
23 fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel
24 fees payment to be made in accordance with the Settlement Agreement.

25 b. The Court awards Class Counsel \$ [REDACTED] in litigation costs, which is an
26 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
27 The Court grants final approval of Class Counsel's litigation expenses payment and orders
28 payment of this amount to be made in accordance with the Settlement Agreement.

1 c. The \$5,000 class representative incentive payment requested to the Named
2 Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders
3 the payment to be made in accordance with the Settlement Agreement.

4 d. The amount of \$ [REDACTED] designated for payment to the Settlement
5 Administrator is fair and reasonable. The Court grants final approval of it and orders the
6 Parties to make the payment to the Settlement Administrator in accordance with the
7 Settlement Agreement.

8 e. The Court approves of the \$100,000.00 allocation assigned for claims under
9 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
10 \$75,000.00) to be paid to the California Labor and Workforce Development Agency and
11 orders 25% thereof (*i.e.*, \$25,000.00) to be paid to alleged Aggrieved Employees in
12 accordance with the terms of the Settlement Agreement.

13 15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all
14 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not
15 contradict with this order, in which case the provisions of this order shall take precedence and
16 supersede the Settlement Agreement.

17 16. All Participating Class Members shall be bound by the Settlement and this order,
18 including the release of claims as set forth in the Settlement Agreement.

19 17. The Parties shall bear their own respective attorneys' fees and costs except as
20 otherwise provided in this order and the Settlement Agreement.

21 18. All checks mailed to the Class Members must be cashed within one hundred and
22 eighty (180) days after mailing.

23 19. Plaintiff shall file with the Court a report regarding the status of distribution no later
24 than fifty (50) days after all funds have been distributed.

25 20. All checks mailed to the Class Members must be cashed within 180 days of issuance
26 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
27 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
28 CHECK IS ENCLOSED."

Stipulation of Settlement of Class Action re (Iranrouh v Highlands) (with Exhibits)

Final Audit Report

2024-03-01

Created:	2024-03-01
By:	Xavier Villegas (xavier@xaviervillegaslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnEGGV-KM9MqVf6HUSYj28WQyC8k9_nZD

"Stipulation of Settlement of Class Action re (Iranrouh v Highlands) (with Exhibits)" History

-  Document created by Xavier Villegas (xavier@xaviervillegaslaw.com)
2024-03-01 - 7:06:45 PM GMT- IP address: 172.115.155.34
-  Document emailed to Marjan Iranrouh (nirani715@gmail.com) for signature
2024-03-01 - 7:06:51 PM GMT
-  Email viewed by Marjan Iranrouh (nirani715@gmail.com)
2024-03-01 - 7:16:31 PM GMT- IP address: 74.125.209.35
-  Document e-signed by Marjan Iranrouh (nirani715@gmail.com)
Signature Date: 2024-03-01 - 7:17:58 PM GMT - Time Source: server- IP address: 76.149.127.18
-  Agreement completed.
2024-03-01 - 7:17:58 PM GMT