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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN DIEGO**

16 SHANE ANDERSEN and MICHAEL  
17 GAUQUIER, individuals, on behalf of  
18 themselves and on behalf of all persons  
19 similarly situated,

20 Plaintiffs,

v.

21 TERRA VISTA MANAGEMENT, INC., a  
22 California corporation; CAMPLAND, LLC, a  
23 Delaware limited liability company; DE ANZA  
24 SAN DIEGO FOOD AND BEVERAGE, INC.,  
25 a California corporation; DE ANZA  
26 CORPORATION, a California corporation;  
BAYSIDE VILLAGE MARINA LLC, a  
California limited liability company; and  
DOES 1 through 50, inclusive,

27 Defendants.

Case No. 24CU006415C

[Complaint Filed: August 16, 2024]

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

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1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff Shane Andersen (“Plaintiff Andersen”) and Plaintiff Michael  
3 Gauquier (“Plaintiff Gauquier”) (hereinafter “Plaintiffs”), individuals, on behalf of themselves, and  
4 on behalf of all persons similarly situated, and in their representative capacity on behalf of the State  
5 of California and the Aggrieved Employees, and Defendant Terra Vista Management, Inc.;  
6 Defendant Campland, LLC; Defendant De Anza San Diego Food and Beverage, Inc.; Defendant De  
7 Anza Corporation; and Defendant Bayside Village Marina LLC, (“Defendants”):

8 **I. DEFINITIONS**

- 9 A. “Action” or “Actions” shall mean the putative class and representative action lawsuits  
10 designated *Shane Andersen v. Terra Vista Management, Inc. et al.*, San Diego County  
11 Superior Court, Case No. 24CU006415C (“Andersen Class Action”); *Shane*  
12 *Andersen v. Terra Vista Management, Inc. et al.*, San Diego County Superior Court,  
13 Case No. 24CU018389C (“Andersen PAGA Action”); and *Michael Gauquier v.*  
14 *Terra Vista Management, Inc. et al.*, San Diego County Superior Court, Case No.  
15 24CU002703C (“Gauquier PAGA Action”).
- 16 B. "Aggrieved Employee Payment" shall mean the thirty-five percent (35%) (\$8,750.00)  
17 of the PAGA Payment (\$25,000.00) that will be distributed to the Aggrieved  
18 Employees as described in this Agreement.
- 19 C. "Aggrieved Employees" means all non-exempt employees employed by Defendants  
20 in California during the PAGA Period.
- 21 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
22 Class and PAGA Action Claims and Release of Claims.
- 23 E. “Class” or the “Class Members” means all non-exempt employees employed by  
24 Defendants in California at any time during the Class Period.
- 25 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,  
26 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Nicholas Ferraro, Esq. of  
27 Ferraro Vega Employment Lawyers, Inc.

1 G. "Class Counsel Award" means the award of fees and expenses that the Court  
2 authorizes to be paid to Class Counsel for the services they have rendered to  
3 Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting  
4 of attorneys' fees currently not to exceed 33.33% of the Gross Settlement Amount  
5 currently estimated to be Two Hundred Nineteen Thousand Nine Hundred Seventy-  
6 Eight Dollars and Zero Cents (\$219,978.00) out of \$660,000.00 plus the Cost Award.  
7 The Class Counsel Award will be divided among Class Counsel pursuant to an  
8 agreement between Plaintiffs and Class Counsel. Plaintiffs expressly consent to this  
9 fee division.

10 H. "Class Data" means information regarding Class Members that Defendants will in  
11 good faith compile from its records and provide to the Settlement Administrator. It  
12 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
13 Member's full name; last known address; Social Security Number; telephone number;  
14 start dates and end dates of employment.

15 I. "Class Period" means the period beginning July 18, 2020, through September 25,  
16 2025, or any earlier date as the Defendants may elect in accordance with the Escalator  
17 Clause.

18 J. "Class Representative" shall mean plaintiffs Shane Andersen and Michael Gauquier.

19 K. "Cost Award" means the award of costs and expenses that the Court authorizes to be  
20 paid to Class Counsel, subject to proof and ultimately to be approved by the Court,  
21 currently not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), to be  
22 paid out of the Gross Settlement Amount.

23 L. "Court" means the Superior Court for the State of California, County of San Diego  
24 currently presiding over the Action.

25 M. "Defendants" shall mean Terra Vista Management, Inc.; Campland, LLC; De Anza  
26 San Diego Food and Beverage, Inc.; De Anza Corporation; and Bayside Village  
27 Marina LLC, collectively.

28 N. "Effective Date" means the last to occur of the following: (a) the 61st day after service

1 of notice of entry of the order granting final approval of the Settlement; or (b) if an  
2 appeal, review or writ is sought from the order, the day after the order is affirmed or  
3 the appeal, review or writ is dismissed or denied, and the order is no longer subject to  
4 further judicial review.

5 O. "Funding Date" means the date by which Defendants have paid the entire Gross  
6 Settlement Amount to the Settlement Administrator in accord with the terms of this  
7 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement  
8 Administrator within thirty (30) days of the Effective Date.

9 P. "Gross Settlement Amount" means Six Hundred Sixty Thousand Dollars and Zero  
10 Cents (\$660,000.00) that Defendants must pay into the QSF in connection with this  
11 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel  
12 Award, Service Awards, the PAGA Payment, and the Individual Settlement  
13 Payments, on an all-in and non-reversionary basis. Defendants' share of employer  
14 payroll taxes on any payments allocated as wages under this Settlement shall be paid  
15 by Defendants in addition to the Gross Settlement Amount. If this Settlement is  
16 approved by the Court, no portion of the Gross Settlement Amount will revert to  
17 Defendants.

18 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement  
19 Amount to each Settlement Class Member and excludes any amounts distributed to  
20 Aggrieved Employees pursuant to PAGA.

21 R. "LWDA" shall mean the California Labor and Workforce Development Agency.

22 S. "LWDA Payment" shall mean the sixty-five percent (65%) or Sixteen Thousand Two  
23 Hundred Fifty Dollars and Zero Cents (\$16,250.00) of the PAGA Payment  
24 (\$25,000.00) that shall be paid to the LWDA.

25 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
26 Settlement Administration Costs, Class Counsel Award, Service Awards, and PAGA  
27 Payment.

28 U. "Notice Packet" means the Class Notice to be provided to the Class Members by the

1 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
2 than formatting changes to facilitate printing by the Settlement Administrator).

3 V. "Operative Complaint" shall mean the First Amended Complaint to be filed by  
4 Plaintiff Andersen in the Andersen Class Action, Case No. 24CU006415C, which  
5 shall include all Released Class Claims in the Class Period and a single PAGA cause  
6 of action including all Released PAGA Claims in the PAGA Period.

7 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
8 Labor Code § 2698 *et seq.*

9 X. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved  
10 Employee Payment, as defined herein, means the number of pay periods of  
11 employment during the PAGA Period that each Aggrieved Employee worked in  
12 California.

13 Y. "PAGA Payment" shall mean Twenty-Five Thousand Dollars and Zero Cents  
14 (\$25,000.00) to be allocated from the Gross Settlement Amount for settlement of  
15 PAGA claims asserted in the Action.

16 Z. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA  
17 Period for each Aggrieved Employee divided by the total Pay Periods for all  
18 Aggrieved Employees during the PAGA Period.

19 AA. "PAGA Period" means the period beginning July 18, 2023, through September 25,  
20 2025, or any earlier date as the Defendants may elect in accordance with the Escalator  
21 Clause.

22 BB. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either  
23 Plaintiffs or Defendants, individually.

24 CC. "Payment Ratio" means the respective Workweeks for each Class Member divided  
25 by the total Workweeks for all Class Members.

26 DD. "Plaintiffs" shall mean Shane Andersen and Michael Gauquier.

27 EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
28 by the Settlement Administrator to fund the Gross Settlement Amount. The QSF will

1 be held at a U.S. federally insured depository institution, in good standing and  
2 authorized to do business in the U.S., customarily providing QSF, escrow, or trust  
3 services, capable of keeping settlement funds completely segregated from other  
4 funds, able to comply with IRS reporting and withholding requirements, and subject  
5 to oversight by the Settlement Administrator.

6 FF. "Released Class Claims" shall mean all class claims arising from or reasonably  
7 related to the facts and/or claims alleged or that could have reasonably been alleged  
8 based on the facts asserted in the Action, and all claims that were asserted or that  
9 could have reasonably been asserted based on the facts alleged in the Action,  
10 including, but not limited to, state and/or federal wage and hour claims, failure to pay  
11 all wages due, including minimum wages, straight time compensation, overtime  
12 compensation, double-time compensation, reporting time compensation, and interest;  
13 the calculation of the regular rate of pay; failure to provide meal periods and/or rest  
14 periods; failure to pay proper meal and/or rest period penalties; payment for all hours  
15 worked, including off-the-clock work and reporting time pay; failure to provide  
16 accurate itemized wage statements; failure to reimburse business expenses; failure to  
17 timely pay all wages during employment; failure to timely pay all wages due at  
18 separation of employment; failure to pay vested vacation at employee's final rate;  
19 failure to indemnify business expenses; failure to provide one day's rest in a seven-  
20 day workweek; failure to maintain accurate records, including payroll records; unfair  
21 business practices with respect to claims arising from the Labor Code violations  
22 released herein; declaratory relief; penalties, including but not limited to  
23 recordkeeping penalties, wage statement penalties, minimum-wage penalties, and  
24 waiting-time penalties; interest; and attorneys' fees and costs. The Released Class  
25 Claims also expressly include all claims arising under the California Labor Code  
26 (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 221, 226,  
27 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194,  
28 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804; the Wage Orders of the

1 California Industrial Welfare Commission; California Business and Professions Code  
2 Section 17200, *et seq.*, with respect to claims arising from the Labor Code violations  
3 released herein) and the FLSA, 29 U.S.C. Section 201, *et seq.*, to the extent such  
4 claims were alleged or could have been alleged based on the facts asserted in the  
5 Action. This release excludes the release of claims not permitted by law.

6 GG. “Released PAGA Claims” shall mean all claims, actions, and causes of action for civil  
7 penalties, attorneys’ fees, costs or interest arising under the Private Attorneys General  
8 Act, California Labor Code Section 2698, *et seq.*, that were alleged or that reasonably  
9 could have been alleged in the Action and/or the PAGA letters during the PAGA  
10 Period based on factual allegations and legal theories, known or unknown, including  
11 those contained in the Complaints and/or the PAGA letters, including, but not limited  
12 to, all claims for penalties recoverable under PAGA concerning failure to pay all  
13 wages due, including minimum wages, straight time compensation, overtime  
14 compensation, double-time compensation, reporting time compensation; and interest;  
15 the calculation of the regular rate of pay; failure to provide meal periods and/or rest  
16 periods; failure to pay proper meal and/or rest period penalties; failure to pay overtime  
17 compensation, double-time compensation, meal and rest period premiums, sick pay,  
18 and reporting time pay at the regular rate of pay; payment for all hours worked,  
19 including off-the-clock work and reporting time pay; failure to provide accurate  
20 itemized wage statements; failure to reimburse business expenses; failure to timely  
21 pay all wages during employment, including failure to pay all earned wages twice per  
22 month; failure to timely pay all wages due at separation of employment; failure to pay  
23 vested vacation at employee’s final rate; failure to indemnify business expenses;  
24 failure to pay all accrued vacation wages at termination; failure to provide one day’s  
25 rest in a seven-day workweek; failure to maintain accurate records, including payroll  
26 records and records of hours worked and meal periods; failure to provide written  
27 notice at the time of hiring under California Labor Code Section 2810.5; waiting time  
28 penalties; and including without limitation any and all potential claims for penalties

1 recoverable under PAGA predicated upon California Labor Code sections 201-203,  
2 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174,  
3 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5; any duplicative or similar  
4 provisions arising under the Wage Orders of the California Industrial Welfare  
5 Commission, including, without limitation, Wage Orders 1-2001, 4-2001; and any  
6 other PAGA penalty claims whatsoever alleged (or that could have been alleged) in  
7 the Actions or PAGA letters, during the PAGA Period. This release excludes the  
8 release of claims not permitted by law.

9 HH. “Released Parties” shall mean Defendants Terra Vista Management, Inc., Campland,  
10 LLC, De Anza San Diego Food and Beverage, Inc., De Anza Corporation, and  
11 Bayside Village Marina, LLC, and their past, present, and future affiliates, (which  
12 include all properties located in California and entities where any one or more of  
13 Defendants’ employees are or have been assigned to work, currently work, or have in  
14 the past worked), including, without limitation, Dunes Resort, LLC, Newport Dunes  
15 Resort and Marina, TVM Entity Manager, LLC, Gelfand Properties Bayside LLC,  
16 and Gelfand Properties, LLC, and each of their respective past, present, and future,  
17 direct or indirect, parents, subsidiaries, equity sponsors, owners, shareholders,  
18 stockholders, members, partners, managers, trustees, joint venturers, agents,  
19 employees, servants, officers, directors, representatives, divisions, lenders, lessors,  
20 sub-lessors, attorneys, insurers, consultants, joint employers, and fiduciaries, and  
21 their respective predecessors, successors and assigns, and each of them.

22 II. “Response Deadline” means the date forty-five (45) calendar days after the Settlement  
23 Administrator mails Notice Packets to Class Members and the last date on which  
24 Class Members may submit requests for exclusion or objections to the Settlement.  
25 Neither side shall encourage any Class Member to opt out.

26 JJ. “Service Award(s)” means an award in the amount of Five Thousand Dollars and  
27 Zero Cents (\$5,000.00) to Plaintiff Andersen and Ten Thousand Dollars and Zero  
28 Cents (\$10,000.00) to Plaintiff Gauquier, or in such amounts that the Court authorizes

1 to be paid to the Class Representatives, in addition to their Individual Settlement  
2 Payments, and their individual Aggrieved Employee Payments, in recognition of their  
3 efforts and risks in assisting with the prosecution of the Action.

4 KK. "Settlement" means the disposition of the Action pursuant to this Agreement.

5 LL. "Settlement Administration Costs" shall mean the amount paid to the Settlement  
6 Administrator from the Gross Settlement Amount for administering the Settlement  
7 pursuant to this Agreement currently estimated not to exceed \$11,950.00.

8 MM. "Settlement Administrator" means Atticus Administration LLC, located at 1295  
9 Northland Drive Suite 160, St. Paul, MN 55120; Tel: 612-383-2505. The Settlement  
10 Administrator establishes, designates, and maintains, a QSF under Internal Revenue  
11 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount  
12 of the Gross Settlement Amount is deposited for the purpose of resolving the claims  
13 of Settlement Class Members and the PAGA claims of the LWDA and Aggrieved  
14 Employees. The Settlement Administrator shall maintain the funds until distribution  
15 in an account(s) segregated from the assets of all other persons including Defendants  
16 and any person related to Defendants. All accrued interest shall be paid and distributed  
17 to the Settlement Class Members as part of their respective Individual Settlement  
18 Payment.

19 NN. "Settlement Class" or "Settlement Class Members" means all Class Members who  
20 have not submitted a timely and valid request for exclusion as provided in this  
21 Agreement.

22 OO. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and  
23 ending on Saturday, in which a Class Member is employed by Defendants during the  
24 Class Period in California.

25 **II. RECITALS**

26 A. On July 18, 2024, Plaintiff Gauquier filed a Notice of Violations with the LWDA and  
27 served the same on certain Defendants. On August 16, 2024, Plaintiff Andersen filed  
28 a Notice of Violations with the LWDA and served the same on certain Defendants.

1 B. On July 24, 2024, Plaintiff Gauquier filed his class action complaint in San Diego  
2 Superior Court, Case No. 24CU002703C, alleging claims for:

- 3 1. Failure to Pay All Wages Owed;
- 4 2. Failure to Pay Overtime;
- 5 3. Meal Period Violations;
- 6 4. Rest Period Violations;
- 7 5. Failure to Pay Overtime;
- 8 6. Failure to Pay Sick Leave;
- 9 7. Untimely Payment of Wages Upon Separation of Employment;
- 10 8. Wage Statement Violations;
- 11 9. Failure to Reimburse Business Expenses; and
- 12 10. Failure to Maintain Accurate Records.

13 C. On August 16, 2024, Plaintiff Andersen filed his class action complaint in San Diego  
14 Superior Court, Case No. 24CU006415C, alleging claims for:

- 15 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*;
- 16 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197  
17 & 1197.1;
- 18 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*;
- 19 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§  
20 226.7 & 512 and the Applicable IWC Wage Order;
- 21 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§  
22 226.7 & 512 and the Applicable IWC Wage Order;
- 23 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.  
24 Code § 226;
- 25 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,  
26 202 and 203; and
- 27 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal.  
28 Lab. Code § 2802.

1 D. On September 9, 2024, Plaintiff Andersen filed a separate individual action complaint  
2 in San Diego Superior Court, Case No. 24CU010156C (the “Individual Action”),  
3 alleging individual claims for:

- 4 1. Retaliation in Violation of Cal. Lab. Code §§ 98.6, 1102.5 & 6310;
- 5 2. Constructive Discharge in Violation of Public Policy;
- 6 3. Breach of Implied Contract; and
- 7 4. Breach of Contract.

8 E. On October 16, 2024, Plaintiff Gauquier filed a First Amended Representative Action  
9 complaint in San Diego Superior Court under the Private Attorneys General Act, Case  
10 No. 24CU002703C. On October 21, 2024, Plaintiff Andersen filed a separate PAGA  
11 action in San Diego Superior Court, Case No. 24CU018389C, alleging a single cause  
12 of action for Violations of the Private Attorneys General Act in Violation of Cal. Lab.  
13 Code §§ 2698 *et seq.*

14 F. On March 4, 2025, the Parties participated in a full day mediation with mediator Steve  
15 Pearl, Esq., an experienced mediator of wage and hour class and PAGA actions. The  
16 mediation did not conclude with a settlement. However, after further arm's-length  
17 negotiations, the Parties reached a settlement, which was subsequently memorialized  
18 in the form of a Memorandum of Understanding ("MOU") executed on or about July  
19 28, 2025.

20 G. On December 8, 2025, pursuant to this agreement, Plaintiff Andersen amended his  
21 PAGA letter to include all Released PAGA Claims in the PAGA Period, to the extent  
22 they were not already included.

23 H. On December 26, 2025, Plaintiff Andersen filed with the Court in Case No.  
24 24CU006415C the Operative Complaint which added Plaintiff Gauquier as a named  
25 Plaintiff and included all Released Class Claims in the Class Period and a single  
26 PAGA cause of action including all Released PAGA Claims in the PAGA Period, to  
27 the extent they were not already included (the “Operative Complaint”).  
28

- 1 I. On January 14, 2026, Plaintiff Andersen filed a Request for Dismissal, without  
2 prejudice, in the Andersen PAGA Action, Case No. 24CU018389C. On January 29,  
3 2026, Plaintiff Gauquier filed a Request for Dismissal, without prejudice, in the  
4 Gauquier PAGA Action, Case No. 24CU002703C, making the Andersen Class  
5 Action, Case No. 24CU006415C, the controlling case.
- 6 J. The Class Representatives believe they have claims based on alleged violations of the  
7 California Labor Code and the Industrial Welfare Commission Wage Orders. The  
8 Class Representatives believe that class certification is appropriate because the  
9 prerequisites for class certification can be satisfied in the Action and this action is  
10 manageable as a PAGA representative action.
- 11 K. Defendants deny any liability or wrongdoing of any kind associated with the claims  
12 alleged in the Action, dispute that any wages, damages, and penalties (alleged by the  
13 Class Representatives in the Action, and/or alleged in the Class Representatives'  
14 Notices of Violations to the LWDA) are owed, and further contend that, for any  
15 purpose other than settlement, the Action is not appropriate for class or representative  
16 action treatment. Defendants contend, among other things, that at all times they  
17 complied with the California Labor Code and the Industrial Welfare Commission  
18 Wage Orders.
- 19 L. The Class Representatives are represented by Class Counsel. Class Counsel  
20 investigated the facts relevant to the Action, including conducting an independent  
21 investigation as to the allegations and reviewing documents and information provided  
22 by Plaintiffs, and reviewing documents and information provided by Defendants  
23 informally to prepare for mediation. Defendants produced for the purpose of  
24 settlement negotiations certain employment data concerning the Class, which Class  
25 Counsel reviewed and analyzed with the assistance of an expert. Based on their own  
26 independent investigation and evaluation, Class Counsel are of the opinion that the  
27 Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest  
28 of the Class considering all known facts and circumstances, including the risks of

1 significant delay, defenses asserted by Defendants, uncertainties regarding class  
2 certification, and numerous potential appellate issues. Although they deny any  
3 liability, Defendants agree to this Settlement solely to avoid the inconveniences and  
4 cost of further litigation. The Parties and their counsel have agreed to settle the claims  
5 on the terms set forth in this Agreement.

6 M. This Agreement replaces and supersedes the MOU and any other agreements,  
7 understandings, or representations between the Parties. This Agreement represents a  
8 compromise and settlement of highly disputed claims. Nothing in this Agreement is  
9 intended or will be construed as an admission by Defendants that the claims in the  
10 Action of Plaintiffs or the Class Members have merit or that Defendants bear any  
11 liability to Plaintiffs or the Class or the State of California (including the LWDA) or  
12 the Aggrieved Employees on those claims or any other claims, or as an admission by  
13 Plaintiffs that Defendants' defenses in the Action have merit. Nothing herein shall  
14 affect Plaintiff Andersen's rights and recovery pursuant to the separately executed  
15 individual settlement agreement and release (the "Individual Settlement  
16 Agreement").

17 N. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
18 Settlement was arrived at through arm's-length negotiations, considering all relevant  
19 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to  
20 continuing the Action through trial and any appeal. Accordingly, the Parties desire to  
21 settle, compromise and discharge all disputes and claims arising from or relating to  
22 the Action fully, finally, and forever.

23 O. The Parties agree to certification of the Class for purposes of this Settlement only. If  
24 for any reason the Settlement does not become effective, Defendants reserve the right  
25 to contest certification of any class for any reason and reserve all available defenses  
26 to the claims in the Action. The Settlement, this Agreement, and the Parties'  
27 willingness to settle the Action will have no bearing on and will not be admissible in  
28 connection with any litigation.

1 Based on these Recitals which are hereby incorporated as a part of this Agreement, the Parties  
2 agree as follows:

3 **III. TERMS OF AGREEMENT**

4 A. Settlement Consideration and Settlement Payments by Defendants.

5 1. In full and complete settlement of the Action, and in exchange for the releases  
6 set forth below, Defendants will pay the sum of Six Hundred Sixty Thousand  
7 Dollars and Zero Cents (\$660,000.00). The Gross Settlement Amount will be  
8 used to pay the Individual Settlement Payments, the Service Awards, Cost  
9 Award, the Class Counsel Award, PAGA Payment, and the Settlement  
10 Administration Costs, as specified in this Agreement. The Parties agree that  
11 this is a non-reversionary Settlement, and that if this Settlement is approved  
12 by the Court, no portion of the Gross Settlement Amount shall revert to  
13 Defendants. Other than the Defendants' share of employer payroll taxes as  
14 provided in Section III(A)(4) below, and subject to Defendants' election in  
15 Defendants' sole and absolute discretion pursuant to the escalator clause in  
16 Section II(A)(2) below, Defendants shall not be required to pay more than the  
17 Gross Settlement Amount.

18 2. Class Size and Escalator Clause. The Parties negotiated the Settlement based  
19 on data initially provided by Defendants showing that the Class was  
20 comprised of approximately 1,009 individuals who collectively worked  
21 approximately 64,000 Workweeks during the Class Period. No later than ten  
22 (10) business days after the Court grants Plaintiffs' motion for Preliminary  
23 Approval of the Settlement, Defendants will provide the Court-approved  
24 Settlement Administrator with updated Class Data in order to administer the  
25 Settlement, which Defendants will in good faith compile from their records.  
26 If the actual number of Workweeks worked during the Class Period exceeds  
27 the above number by more than 10%, Defendants shall have the option in their  
28 sole and absolute discretion to either (a) increase the Gross Settlement

1 Amount by the percentage increase in the number of Workweeks worked by  
2 non-exempt hourly employees above 10% (e.g., if the number of Workweeks  
3 increases by 11%, the Gross Settlement Amount could increase by 1%); or (b)  
4 roll back the end of the Class Period and PAGA Pay Periods to the date in  
5 which 64,000 Workweeks is met.

6 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount  
7 into the QSF, through the Settlement Administrator on the Funding Date.  
8 Within fifteen (15) days after the Funding Date, the Settlement Administrator  
9 will mail checks for all Individual Settlement Payments and all Aggrieved  
10 Employee Payments, the LWDA Payment, the Class Counsel Award, the  
11 Settlement Administration Costs, and the Service Awards. However,  
12 Disbursement of the Class Counsel Award and the Settlement Administration  
13 Costs shall not precede disbursement of Individual Settlement Payments and  
14 Aggrieved Employee Payments. Any interest accrued will be added to the  
15 NSA and distributed to the Settlement Class Members, except that if final  
16 approval is reversed on appeal, then Defendants are entitled to prompt return  
17 of the principal and all interest accrued.

18 4. Defendants' Share of Payroll Taxes. Defendants' share of employer-side  
19 payroll taxes is due separately and in addition to the Gross Settlement Amount  
20 and shall be paid together with the Gross Settlement Amount on the Funding  
21 Date.

22 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
23 consideration set forth in this Agreement, Plaintiffs and all Settlement Class Members  
24 (except those who timely and validly opt out of the Settlement) on behalf of themselves  
25 and their respective past, present, and future representatives, agents, attorneys, heirs,  
26 administrators, successors, and assigns, and each and all of them, fully and finally  
27 release, settle, compromise, relinquish, and discharge the Released Parties from the  
28 Released Class Claims as defined herein.

1 C. Release by Plaintiffs, the LWDA, the State of California, and Aggrieved Employees.

2 As of the Funding Date, in exchange for the consideration set forth in this Agreement,  
3 Plaintiffs as agents and proxies of the State of California (including the LWDA), the  
4 LWDA, and the State of California, on behalf of themselves and on behalf of all  
5 Aggrieved Employees and their respective past, present, and future representatives,  
6 agents, attorneys, heirs, administrators, successors, and assigns, and each and all of  
7 them, fully and finally release, settle, compromise, relinquish, and discharge (or, in the  
8 case of the State of California, will be deemed to have fully, finally, and forever  
9 released, settled, compromised, relinquished, and discharged) the Released Parties  
10 from the Released PAGA Claims as defined herein. As a result of this release, the  
11 Aggrieved Employees shall be precluded from bringing future claims against  
12 Defendants for the Released PAGA Claims. Aggrieved Employees may not opt out of  
13 the PAGA release.

14 D. Releases by Named Plaintiffs.

15 1. Release by Plaintiff Andersen. In addition to this Agreement and the claims  
16 he is releasing hereby, Plaintiff Andersen is entering into a separate Individual  
17 Settlement Agreement, which shall provide for a separate individual payment, and  
18 which shall provide for an additional broad release, including a waiver of Civil Code  
19 Section 1542. That release, waiver and discharge of all claims shall include, but will  
20 not be limited to, any and all claims arising out of the Individual Action, as well as  
21 additional claims described in the Individual Settlement Agreement, which are  
22 separate and different from the claims alleged in the Action. The Parties acknowledge  
23 that such approval of this Agreement may require disclosure of the Individual  
24 Settlement Agreement, and they consent to the same for that limited purpose.

25 2. General Release by Plaintiff Gauquier. As of the Funding Date, for the  
26 consideration set forth in this Agreement, including his Service Award of up to Ten  
27 Thousand Dollars and Zero Cents (\$10,000.00), Plaintiff Gauquier waives, releases,  
28 acquits and forever discharges the Released Parties from any and all claims alleged

1 or that could have been alleged in the Action and the PAGA letters, related to his  
2 employment with Defendants, including, but not limited to, state and/or federal wage  
3 and hour claims, failure to pay all wages due, including minimum wages, straight time  
4 compensation, overtime compensation, double-time compensation, reporting time  
5 compensation, and interest; the calculation of the regular rate of pay; failure to provide  
6 meal periods and/or rest periods; failure to pay proper meal and/or rest period  
7 penalties; payment for all hours worked, including off-the-clock work and reporting  
8 time; failure to provide accurate itemized wage statements; failure to reimburse  
9 business expenses; failure to timely pay all wages during employment; failure to  
10 timely pay all wages due at separation of employment; failure to pay vested vacation  
11 at employee's final rate; failure to indemnify business expenses; failure to provide  
12 one day's rest in a seven-day workweek; failure to maintain accurate records,  
13 including payroll records; misclassification; unfair business practices; declaratory  
14 relief; penalties, including but not limited to recordkeeping penalties, wage statement  
15 penalties, minimum-wage penalties, and waiting-time penalties; interest; and  
16 attorneys' fees and costs. Plaintiff Gauquier's Released Claims also expressly include  
17 all claims arising under the California Labor Code (including but not limited to  
18 Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218,  
19 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8,  
20 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194,  
21 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the  
22 Wage Orders of the California Industrial Welfare Commission; the California Private  
23 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code  
24 Section 17200, *et seq.* with respect to claims arising from the Labor Code violations  
25 released herein; 8 CCR Section 11040; California Code of Civil Procedure, including  
26 but not limited to Section 1021.5; the California common law of contract; the FLSA,  
27 29 U.S.C. Section 201, *et seq.*; federal common law; and the Employee Retirement  
28 Income Security Act, 29 U.S.C. Section 1001, *et seq.* ("ERISA"); federal, state, or

1 local laws for discrimination, harassment, retaliation, and wrongful termination, such  
2 as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the  
3 Civil Rights Act of 1964, the Americans With Disability Act, the Age Discrimination  
4 in Employment Act, and the California Fair Employment and Housing Act; and the  
5 law of contract and tort. Plaintiff Gauquier's Released Claims also include all claims  
6 for lost wages and benefits. This release excludes the release of claims not permitted  
7 by law.

8  
9 Even if Plaintiff Gauquier discovers facts in addition to or different from those that  
10 he now knows or believes to be true with respect to the subject matter of Plaintiff  
11 Gauquier's Released Claims, those claims will remain released and forever barred.  
12 Thus, Plaintiff Gauquier expressly waives and relinquishes the provisions, rights and  
13 benefits of California Civil Code Section 1542, which reads:

14  
15 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***  
16 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***  
17 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***  
18 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***  
19 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***  
20 ***OR RELEASED PARTY.***

21  
22 Plaintiff Gauquier warrants that he has read this Settlement Agreement, including this  
23 waiver of California Civil Code section 1542, and that Plaintiff Gauquier has  
24 consulted with or had the opportunity to consult with counsel of his choosing about  
25 this Settlement Agreement and specifically about the waiver of section 1542, and that  
26 he understands this Settlement Agreement and the section 1542 waiver, and so he  
27 freely and knowingly enters into this Settlement Agreement.

1 E. Conditions Precedent: This Settlement will become final and effective only upon the  
2 occurrence of all of the following events:

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a Final  
5 Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the  
7 Final Judgment and Order Granting Final Approval of Class Action  
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
9 any appeal in favor of the Final Judgment and Order Granting Final Approval  
10 of the Settlement; and
- 11 4. Defendants fully fund the Gross Settlement Amount.

12 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally  
13 approve this Settlement Agreement, or the Settlement fails to become effective, or is  
14 reversed, withdrawn, or modified by the Court, or if Defendants in any way are  
15 prevented or prohibited from obtaining a complete and final enforceable resolution of  
16 the Released Class Claims and Released PAGA Claims on the terms stated in this  
17 Settlement Agreement, or if Defendants fail to fully fund the Gross Settlement  
18 Amount:

- 19 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
20 and shall not be admissible in any judicial, administrative, or arbitral  
21 proceeding for any purpose or with respect to any issue, substantive or  
22 procedural;
- 23 2. The conditional class certification (obtained for any purpose) shall be void *ab*  
24 *initio* and of no force or effect, and shall not be admissible in any judicial,  
25 administrative, or arbitral proceeding for any purpose or with respect to any  
26 issue, substantive or procedural; and

1           3.     None of the Parties to this Settlement will be deemed to have waived any  
2           claims, objections, defenses, or arguments in the Action, including with  
3           respect to the issue of class certification.

4           G.     Failure to Fund the Gross Settlement Amount. If Defendants fail to fully fund the Gross  
5           Settlement Amount pursuant to the timeline outlined above, Plaintiffs shall be entitled  
6           to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the  
7           terms of this Agreement. Moreover, Defendants shall bear the sole responsibility for  
8           any cost to issue or reissue any curative notice to the Settlement Class Members and  
9           all Settlement Administration Costs incurred to the date of nullification.

10          H.     Certification of the Class. The Parties agree to stipulate to class certification for  
11          purposes of Settlement only as to the Class Members and related to the Released Class  
12          Claims. If, for any reason, the Settlement is not approved or is rescinded by  
13          Defendants pursuant to the terms of Section III(M)(7) below, the stipulation to  
14          certification will have no force or effect. The Parties further agree that this stipulation  
15          of class certification for purposes of the Settlement is in no way an admission that class  
16          certification is proper under the standard applied to contested certification motions,  
17          and that this Settlement will not be admissible in this or any other proceeding as  
18          evidence that (i) a class should be certified as Plaintiffs proposed, or (ii) Defendants  
19          are liable to Plaintiffs or the Class as Plaintiffs alleged. There is no admission of  
20          liability on the part of Defendants.

21          I.     Tax Liability. The Parties make no representations as to the tax treatment or legal  
22          effect of the payments called for in this Settlement, and Plaintiffs, Class Members  
23          and/or Aggrieved Employees are not relying on any statement or representation by the  
24          Parties in this regard. Plaintiffs, Class Members and/or Aggrieved Employees  
25          understand and agree that they will be responsible for the payment of any taxes and  
26          penalties assessed on the Individual Settlement Payments and/or Aggrieved  
27          Employees' individual shares of the Aggrieved Employee Payment described and will  
28          be solely responsible for any penalties or other obligations resulting from their

1 personal tax reporting of Individual Settlement Payments and/or Aggrieved  
2 Employees' individual shares of the Aggrieved Employee Payment.

3 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
4 the "acknowledging party" and each Party to this Agreement other than the  
5 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
6 of this Agreement, and no written communication or disclosure between or among the  
7 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
8 such communication or disclosure constitute or be construed or be relied upon as, tax  
9 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
10 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
11 her or its own, independent legal and tax counsel for advice (including tax advice) in  
12 connection with this Agreement, (b) has not entered into this Agreement based upon  
13 the recommendation of any other Party or any attorney or advisor to any other Party,  
14 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
15 or adviser to any other party to avoid any tax penalty that may be imposed on the  
16 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
17 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
18 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
19 the acknowledging party of the tax treatment or tax structure of any transaction,  
20 including any transaction contemplated by this Agreement.

21 K. Preliminary Approval Motion. Within 30 days of this Agreement being fully executed,  
22 Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval  
23 and supporting papers, which shall include this Settlement Agreement. Plaintiffs will  
24 provide Defendants with a draft of the Motion at least five (5) business days prior to  
25 the filing of the Motion to give Defendants an opportunity to review and comment  
26 upon the Motion.

27 L. Settlement Administrator. The Settlement Administrator shall be responsible for:  
28 establishing and administering the QSF; calculating, processing and mailing payments

1 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and  
2 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
3 and reporting the objections and requests for exclusion; calculating, deducting and  
4 remitting all legally required taxes from Individual Settlement Payments and  
5 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
6 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
7 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
8 payments to the appropriate state and federal taxing authorities; providing  
9 declaration(s) as necessary in support of preliminary and/or final approval of this  
10 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
11 Settlement Administrator to perform. The Settlement Administrator shall keep the  
12 Parties timely apprised of the performance of all Settlement Administrator  
13 responsibilities by among other things, sending a weekly status report to the Parties'  
14 counsel stating the date of the mailing, the number of opt outs from the Settlement it  
15 receives (including the numbers of valid and deficient), and the number of objections  
16 received.

17 M. Notice Procedure.

18 1. Class Data. No later than ten (10) business days after the Preliminary  
19 Approval Date, Defendants shall provide the Settlement Administrator with  
20 the Class Data for purposes of preparing and mailing Notice Packets to the  
21 Class Members.

22 2. Notice Packets.

23 a) The Notice Packet shall contain the Notice of Class Action Settlement  
24 in a form substantially similar to the form attached as **Exhibit A**. The  
25 Notice of Class Action Settlement shall inform Class Members and  
26 Aggrieved Employees that they need not do anything in order to  
27 receive an Individual Settlement Payment and/or Aggrieved  
28 Employees' individual shares of the Aggrieved Employee Payment

1 and to keep the Settlement Administrator apprised of their current  
2 mailing address, to which the Individual Settlement Payments and/or  
3 Aggrieved Employees' individual shares of the Aggrieved Employee  
4 Payment will be mailed following the Funding Date. The Notice of  
5 Class Action Settlement shall set forth the release to be given by all  
6 members of the Class who do not request to be excluded from the  
7 Settlement Class and/or Aggrieved Employees in exchange for an  
8 Individual Settlement Payment and/or Aggrieved Employees'  
9 individual shares of the Aggrieved Employee Payment, the number of  
10 Workweeks worked by each Class Member during the Class Period,  
11 and number of PAGA Pay Periods worked by each Aggrieved  
12 Employee during the PAGA Period, if any, and the estimated amount  
13 of their Individual Settlement Payment if they do not request to be  
14 excluded from the Settlement and each Aggrieved Employees' share  
15 of the Aggrieved Employee Payment, if any. The Settlement  
16 Administrator shall use the Class Data to determine Class Members'  
17 Workweeks and PAGA Pay Periods. The Notice will also advise the  
18 Aggrieved Employees that they will release the Released PAGA  
19 Claims and will receive their share of the Aggrieved Employee  
20 Payment regardless of whether they request to be excluded from the  
21 Settlement.

- 22 b) The Notice Packet's mailing envelope shall include the following  
23 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
24 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
25 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
26 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
27 NOTICE."  
28

1           3.     Notice by First Class U.S. Mail. Upon receipt of the Class Data, the  
2           Settlement Administrator will perform a search based on the National Change  
3           of Address Database to update and correct any known or identifiable address  
4           changes. No later than thirty (30) calendar days after preliminary approval of  
5           the Settlement, the Settlement Administrator shall mail copies of the Notice  
6           Packet to all Class Members via regular First-Class U.S. Mail and electronic  
7           mail. The Settlement Administrator shall exercise its best judgment to  
8           determine the current mailing address for each Class Member. The address  
9           identified by the Settlement Administrator as the current mailing address shall  
10          be presumed to be the best mailing address for each Class Member.

11          4.     Undeliverable Notices. Any Notice Packets returned to the Settlement  
12          Administrator as non-delivered on or before the Response Deadline shall be  
13          re-mailed to any forwarding address provided within seven (7) days of  
14          receiving the returned notice. If no forwarding address is provided, the  
15          Settlement Administrator shall promptly attempt to determine a correct  
16          address by lawful use of skip-tracing, or other search using the name, address  
17          and/or Social Security number of the Class Member involved, and shall then  
18          perform a re-mailing, if another mailing address is identified by the Settlement  
19          Administrator. Class Members who received a re-mailed Notice Packet shall  
20          have their Response Deadline extended fifteen (15) days from the original  
21          Response Deadline.

22          5.     Disputes Regarding Individual Settlement Payments. Class Members will  
23          have the opportunity, should they disagree with Defendants' records regarding  
24          the start and end dates of employment, to provide documentation and/or an  
25          explanation to show contrary dates. If there is a dispute, the Settlement  
26          Administrator will consult with the Parties to determine whether an  
27          adjustment is warranted. The Settlement Administrator shall determine the  
28          eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator's determination  
2 of the eligibility for and amount of any Individual Settlement Payment shall  
3 be binding upon the Class Member and the Parties.

4 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
5 by the Settlement Administrator concerning the administration of the  
6 Settlement will be resolved by the Court under the laws of the State of  
7 California. Before any such involvement of the Court, counsel for the Parties  
8 will confer in good faith to resolve the disputes without the necessity of  
9 involving the Court.

10 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
11 Packet shall state that Class Members who wish to exclude themselves from  
12 the Settlement must submit a signed copy of the Request for Exclusion form  
13 to the Settlement Administrator by the Response Deadline. A Request for  
14 Exclusion form will be mailed together with the Notice Packet to all Class  
15 Members. The Request for Exclusion will not be valid if it is not timely  
16 submitted, if it is not signed by the Class Member, or if it does not contain the  
17 name and address and last four digits of the Social Security number of the  
18 Class Member. The date of the postmark on the mailing envelope or fax stamp  
19 on the Request for Exclusion shall be the exclusive means used to determine  
20 whether the request for exclusion was timely submitted. Any Class Member  
21 who submits a timely Request for Exclusion shall be excluded from the  
22 Settlement Class and will not be entitled to an Individual Settlement Payment  
23 and will not be otherwise bound by the terms of the Settlement or have any  
24 right to object, appeal, or comment thereon. However, any Class Member that  
25 submits a timely Request for Exclusion that is also an Aggrieved Employee  
26 will still receive his/her pro rata share of the Aggrieved Employee Payment,  
27 as specified below, and in consideration, will be bound by the PAGA Release  
28 as set forth herein. Class Members who fail to submit a valid and timely

1 Request for Exclusion on or before the Response Deadline shall be bound by  
2 all terms of the Settlement and any final judgment entered in this Action if the  
3 Court approves the Settlement. No later than seven (7) calendar days after the  
4 Response Deadline, the Settlement Administrator shall provide counsel for  
5 the Parties with a final list of the Class Members who have timely submitted  
6 timely Requests for Exclusion. If either (i) 10% or more of the Class Members,  
7 or, (ii) a number of Class Members whose share of the Net Settlement Amount  
8 is 10% or more, either opt out of and/or object to the Settlement, or both (i)  
9 and (ii), Defendants may, at their election in their sole and absolute discretion,  
10 rescind the Settlement and all actions taken in its furtherance will be thereby  
11 null and void. Defendants must exercise this right of rescission, in writing, to  
12 Class Counsel, within 30 calendar days after the Settlement Administrator  
13 notifies the Parties of the total number of opt-outs. At no time shall any of the  
14 Parties or their counsel seek to solicit or otherwise encourage members of the  
15 Class to submit Requests for Exclusion from the Settlement.

- 16 8. Objections. The Notice of Class Action Settlement contained in the Notice  
17 Packet shall state that Class Members who wish to object to the Settlement  
18 may submit to the Settlement Administrator a written statement of objection  
19 (“Notice of Objection”) by the Response Deadline. The postmark date of  
20 mailing shall be deemed the exclusive means for determining that a Notice of  
21 Objection was served timely. The Notice of Objection, if in writing, must be  
22 signed by the Settlement Class Member and state: (1) the case name and  
23 number; (2) the name of the Settlement Class Member; (3) the address of the  
24 Settlement Class Member; (4) the last four digits of the Settlement Class  
25 Member’s Social Security number; (5) the basis for the objection; and (6) if  
26 the Settlement Class Member intends to appear at the Final  
27 Approval/Settlement Fairness Hearing. Settlement Class Members who fail  
28 to make objections in writing in the manner specified above may still make

1 their objections orally at the Final Approval/Settlement Fairness Hearing with  
2 the Court's permission. Settlement Class Members will have a right to appear  
3 at the Final Approval/Settlement Fairness Hearing to have their objections  
4 heard by the Court regardless of whether they submitted a written objection.  
5 At no time shall any of the Parties or their counsel seek to solicit or otherwise  
6 encourage Class Members to file or serve written objections to the Settlement  
7 or appeal from the Order and Final Judgment. Class Members who submit a  
8 written request for exclusion may not object to the Settlement. Class Members  
9 may not object to the PAGA Payment.

10 N. Allocation of the Gross Settlement Amount.

11 1. Calculation of Individual Settlement Payments. Individual Settlement  
12 Payments shall be paid from the Net Settlement Amount and shall be paid  
13 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
14 Administrator shall add up the total number of Workweeks for all Class  
15 Members. The respective Workweeks for each Class Member will be divided  
16 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
17 for each Class Member. Each Class Member's Payment Ratio will then be  
18 multiplied by the Net Settlement Amount to calculate each Class Member's  
19 estimated Individual Settlement Payment. Each Individual Settlement  
20 Payment will be reduced by any legally mandated employee tax withholdings  
21 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
22 Members who submit valid and timely requests for exclusion will be  
23 redistributed to Settlement Class Members who do not submit valid and timely  
24 requests for exclusion on a pro rata basis based on their respective Payment  
25 Ratios.

26 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
27 Class Data, the Settlement Administrator shall add up the total number of  
28 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.

1 The respective PAGA Pay Periods for each Aggrieved Employee will be  
2 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
3 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each  
4 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the  
5 Aggrieved Employee Payment to calculate each Aggrieved Employee’s  
6 estimated share of the Aggrieved Employee Payment.

7 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
8 Settlement Payments shall be allocated and treated as 20% wages (“Wage  
9 Portion”) and 80% interest and penalties (“Penalties Portion”). The Wage  
10 Portion of the Individual Settlement Payments shall be reported on IRS Form  
11 W-2 and the Penalty Portion and Interest Portion of the Individual Settlement  
12 Payments shall be reported on IRS Form 1099 issued by the Settlement  
13 Administrator.

14 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
15 Employee Settlement Payments shall be allocated and treated as 100%  
16 penalties and shall be reported on IRS Form 1099.

17 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
18 individual shares of the PAGA Payment made to Settlement Class Members  
19 and/or Aggrieved Employees under this Settlement Agreement, as well as any  
20 other payments made pursuant to this Settlement Agreement, will not be  
21 utilized to calculate any additional benefits under any benefit plans to which  
22 any Class Members may be eligible, including, but not limited to profit-  
23 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
24 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
25 Parties’ intention that this Settlement Agreement will not affect any rights,  
26 contributions, or amounts to which any Class Members may be entitled under  
27 any benefit plans.  
28

- 1                   6.     All monies received by Settlement Class Members under the Settlement which  
2                   are attributable to wages shall constitute income to such Settlement Class  
3                   Members solely in the year in which such monies are received by the Settlement  
4                   Class Members. It is the intent of the Parties that Individual Settlement  
5                   Payments and individual shares of the PAGA Payment provided for in this  
6                   Settlement Agreement are the sole payments to be made by Defendants to  
7                   Settlement Class Members and/or Aggrieved Employees in connection with this  
8                   Settlement Agreement, with the exception of Plaintiffs, and that the Settlement  
9                   Class Members and/or Aggrieved Employees are not entitled to any new or  
10                  additional compensation or benefits as a result of having received the Individual  
11                  Settlement Payments and/or their shares of the Aggrieved Employee Payment.
- 12                 7.     Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
13                 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’  
14                 and/or Aggrieved Employees’ last known mailing address no later than fifteen  
15                 (15) calendar days after the Funding Date.
- 16                 8.     Expiration. Any checks issued to Settlement Class Members and Aggrieved  
17                 Employees shall remain valid and negotiable for one hundred and eighty (180)  
18                 days from the date of their issuance. If a Settlement Class Member and/or  
19                 Aggrieved Employee does not cash his or her settlement check within ninety  
20                 (90) days, the Settlement Administrator will send a letter to such a person,  
21                 advising that the check will expire after the 180th day, and invite that  
22                 Settlement Class Member and/or Aggrieved Employee to request reissuance  
23                 in the event the check was destroyed, lost, or misplaced. In the event an  
24                 Individual Settlement Payment and/or Aggrieved Employee’s individual  
25                 share of the PAGA Payment check has not been cashed within one hundred  
26                 and eighty (180) days, all funds represented by such uncashed checks, plus  
27                 any interest accrued thereon, shall be transmitted to the State Controller’s  
28

1 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved  
2 Employee who did not claim the funds.

3 9. Service Awards. In addition to the Individual Settlement Payments as  
4 Settlement Class Members and the individual shares of the Aggrieved  
5 Employee Payments, Plaintiffs will apply to the Court for Service Awards as  
6 follows: Plaintiff Andersen will apply for a Service Award of up to Five  
7 Thousand Dollars and Zero Cents (\$5,000.00), and Plaintiff Gauquier will  
8 apply for a Service Award of up to Ten Thousand Dollars and Zero Cents  
9 (\$10,000.00). Defendants will not oppose Service Awards up to these amounts  
10 for the respective Plaintiffs. The Settlement Administrator shall pay the  
11 Service Awards, either in the amount stated herein if approved by the Court  
12 or some other amount as approved by the Court, to Plaintiffs from the Gross  
13 Settlement Amount no later than fifteen (15) calendar days after the Funding  
14 Date. Any portion of the requested Service Awards that is not awarded to the  
15 Class Representatives shall be part of the Net Settlement Amount and shall be  
16 distributed to Settlement Class Members as provided in this Agreement. The  
17 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs  
18 for their Service Awards. Plaintiffs shall be solely and legally responsible to  
19 pay any and all applicable taxes on their Service Awards and shall hold  
20 harmless the Released Parties from any claim or liability for taxes, penalties,  
21 or interest arising as a result of the Service Awards. Approval of this  
22 Settlement shall not be conditioned on Court approval of the requested amount  
23 of the Service Awards. If the Court reduces or does not approve the requested  
24 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,  
25 and it will remain binding. As stated above, Plaintiff Gauquier agrees to  
26 execute a full general release agreement with a Civil Code Section 1542  
27 waiver in exchange for his Service Award.

1                   10.    Class Counsel Award. Class Counsel will request attorneys' fees in an amount  
2                   not to exceed thirty-three and one-third percent (33.33%) of the Gross  
3                   Settlement Amount, which is Two Hundred Nineteen Thousand Nine  
4                   Hundred Seventy-Eight Dollars and Zero Cents (\$219,978.00) **and** the Cost  
5                   Award, subject to proof and ultimately to be approved by the Court, not to  
6                   exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Any awarded  
7                   Class Counsel Award shall be paid from the Gross Settlement Amount. Any  
8                   portion of the requested Class Counsel Award that is not awarded to Class  
9                   Counsel shall be part of the Net Settlement Amount and shall be distributed  
10                  to Settlement Class Members as provided in this Agreement. The Settlement  
11                  Administrator shall allocate and pay the Class Counsel Award to Class  
12                  Counsel from the Gross Settlement Amount no later than fifteen (15) calendar  
13                  days after the Funding Date. Class Counsel shall be solely and legally  
14                  responsible to pay all applicable taxes on the payment made pursuant to this  
15                  paragraph. The Settlement Administrator shall issue an IRS Form 1099 —  
16                  MISC to Class Counsel for the payments made pursuant to this paragraph. If  
17                  the Court reduces or does not approve the requested Class Counsel Award,  
18                  Plaintiffs and Class Counsel shall not have the right to revoke the Settlement,  
19                  or to appeal such order, and the Settlement will remain binding.

20                 11.    PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents  
21                 (\$25,000.00) shall be allocated from the Gross Settlement Amount for  
22                 settlement of claims for civil penalties under the Private Attorneys General  
23                 Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay  
24                 sixty-five percent (65%) of the PAGA Payment or Sixteen Thousand Two  
25                 Hundred Fifty Dollars and Zero Cents (\$16,250.00) to the California Labor  
26                 and Workforce Development Agency no later than fifteen (15) calendar days  
27                 after the Funding Date (hereinafter “LWDA Payment”). Thirty-five percent  
28                 (35%) of the PAGA Payment or Eight Thousand Seven Hundred Fifty Dollars

1 and Zero Cents (\$8,750.00) will be distributed to the Aggrieved Employees  
2 as described in this Agreement (hereinafter “Aggrieved Employee Payment”).  
3 For purposes of distributing the PAGA Payment to the Aggrieved Employees,  
4 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
5 Employee Payment using the PAGA Payment Ratio as defined above.

6 12. Settlement Administration Costs. The Settlement Administrator shall be paid  
7 for the reasonable costs of administration of the Settlement from the Gross  
8 Settlement Amount. The estimate of the Settlement Administration Costs is  
9 \$11,950.00. The Settlement Administrator shall be paid the Settlement  
10 Administration Costs no later than fifteen (15) calendar days after the Funding  
11 Date.

12 O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with  
13 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
14 twenty-eight (28) days following the expiration of the Response Deadline, which  
15 motion shall request final approval of the Settlement and a determination of the  
16 amounts payable for the Service Awards, the Class Counsel Award, the PAGA  
17 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendants  
18 with a draft of the Motion at least five (5) business days prior to the filing of the  
19 Motion to give Defendants an opportunity to propose changes or additions to the  
20 Motion.

21 1. Declaration by Settlement Administrator. No later than seven (7) days after  
22 the Response Deadline, the Settlement Administrator shall submit a  
23 declaration in support of Plaintiffs’ motion for final approval of this  
24 Settlement detailing the number of Notice Packets mailed and re-mailed to  
25 Class Members, the number of undeliverable Notice Packets, the number of  
26 timely requests for exclusion, the full names of any Class Members who opt  
27 out of the Settlement, the number of objections received, the amount of the  
28 average, lowest, and highest Individual Settlement Payments, the amount of

1 the average, lowest, and highest Aggrieved Employee Payments, the  
2 Settlement Administration Costs, and any other information as the Parties  
3 mutually agree or the Court orders the Settlement Administrator to provide.

4 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
5 Granting Final Approval of Class Action Settlement to the Court for its  
6 approval, and Judgment thereon, at the time Class Counsel files the Motion  
7 for Final Approval.

8 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
9 an opportunity for Counsel for Defendants to review the Motions for Preliminary and  
10 Final Approval, including the Order Granting Final Approval of Class Action  
11 Settlement, and Judgment at least five (5) business days in advance of filing with the  
12 Court. The Parties and their counsel will cooperate with each other and use their best  
13 efforts to affect the Court's approval of the Motions for Preliminary and Final  
14 Approval of the Settlement, and entry of Judgment.

15 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
16 their best efforts to implement the Settlement.

17 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
18 except such proceedings necessary to implement and complete the Settlement, pending  
19 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

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

22 R. Entire Agreement. Except with respect to Plaintiff Andersen's Individual Settlement  
23 Agreement, described in paragraph III(D)(1) above, this Agreement and any attached  
24 Exhibit constitute the entire Agreement among these Parties, and no oral or written  
25 representations, warranties or inducements have been made to any Party concerning  
26 this Agreement or its Exhibit other than the representations, warranties and covenants  
27 contained and memorialized in this Agreement and its Exhibit.

- 1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
2 represent they are expressly authorized by the Parties whom they represent to negotiate  
3 this Agreement and to take all appropriate Action required or permitted to be taken by  
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
5 documents required to effectuate the terms of this Agreement. The persons signing  
6 this Agreement on behalf of Defendants represents and warrants that he/she is  
7 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and  
8 warrant that they are authorized to sign this Agreement and that they have not assigned  
9 any claim, or part of a claim, covered by this Settlement to a third-party.
- 10 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
11 press releases, initiate any contact with the press, respond to any press inquiry, or have  
12 any communication with the press about the fact, amount, or terms of the Settlement  
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
14 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
15 Class Counsel from including publicly available information regarding this settlement  
16 in future judicial submissions regarding Class Counsel's qualifications and experience.  
17 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
18 for any marketing or promotional purposes, either before or after the Motion for  
19 Preliminary Approval is filed.
- 20 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
23 shall be governed by and interpreted according to the laws of the State of California.
- 24 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
25 executed counterparts and each of them shall be deemed to be one and the same  
26 instrument provided that counsel for the Parties to this Agreement shall exchange  
27 among themselves copies or originals of the signed counterparts.
- 28

1 X. The Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement  
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
3 Settlement after extensive arm's-length negotiations, taking into account all relevant  
4 factors, present and potential.

5 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
6 respect to the interpretation, implementation, and enforcement of the terms of this  
7 Agreement and all orders and judgments entered in connection therewith, and the  
8 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
9 interpreting, implementing and enforcing the settlement and all orders and judgments  
10 entered in connection with this Agreement.

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

15 AA. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff  
16 Andersen and settled separately by an Individual Settlement Agreement between the  
17 Parties described in paragraph III(D)(1) above, Plaintiffs and Class Counsel represent  
18 that they do not currently intend to pursue any claims against the Released Parties,  
19 including, but not limited to, any and all claims relating to or arising from Plaintiffs'  
20 employment with Defendants, regardless of whether Class Counsel is currently aware  
21 of any facts or legal theories upon which any claims or causes of action could be  
22 brought against Released Parties, including those facts or legal theories alleged in the  
23 operative complaint in this Action. The Parties further acknowledge, understand, and  
24 agree that this representation is essential to the Agreement and that this Agreement  
25 would not have been entered into were it not for this representation.


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27 BB. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the  
28 Released Class Claims and Released PAGA Claims have merit and give rise to liability

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on the part of Defendants. Defendants claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/their own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: 2/18/2026

  
Shane Andersen (Feb 18, 2026 15:35:01 PST)

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SHANE ANDERSEN

5 DATED: \_\_\_\_\_

\_\_\_\_\_

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MICHAEL GAUQUIER

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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10 DATED: \_\_\_\_\_

\_\_\_\_\_

TERRA VISTA MANAGEMENT, INC.

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\_\_\_\_\_

Printed Name

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Title

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16 DATED: \_\_\_\_\_

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CAMPLAND, LLC

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Printed Name

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22 DATED: \_\_\_\_\_

\_\_\_\_\_

DE ANZA SAN DIEGO FOOD AND BEVERAGE,  
INC.

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\_\_\_\_\_

Printed Name

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Title

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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: 2/18/2026

  
Shane Andersen (Feb 18, 2026 15:35:01 PST)

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4

SHANE ANDERSEN

5 DATED: Feb 18, 2026



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MICHAEL GAUQUIER

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

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10 DATED: \_\_\_\_\_

\_\_\_\_\_  
TERRA VISTA MANAGEMENT, INC.

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Printed Name

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16 DATED: \_\_\_\_\_

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CAMPLAND, LLC

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Printed Name

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22 DATED: \_\_\_\_\_

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DE ANZA SAN DIEGO FOOD AND BEVERAGE,  
INC.

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Printed Name

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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: \_\_\_\_\_

3

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SHANE ANDERSEN

5 DATED: \_\_\_\_\_

6

7

MICHAEL GAUQUIER

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

9

10 DATED: 2/17/26

11

12

  
TERRA VISTA MANAGEMENT, INC.

Michael Gelfand  
Printed Name

13

14


President  
Title

15

16 DATED: 2/17/26

17

18

  
CAMPLAND, LLC

Michael Gelfand  
Printed Name

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20

President  
Title

21

22 DATED: 2/17/26

23

24

  
DE ANZA SAN DIEGO FOOD AND BEVERAGE,  
INC.

Michael Gelfand  
Printed Name

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President  
Title

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DATED: 2/17/26

  
DE ANZA CORPORATION

Michael Gelfand  
Printed Name

President  
Title

DATED: 2/17/26

  
BAYSIDE VILLAGE MARINA LLC

Michael Gelfand  
Printed Name

President  
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
2

3 DATED: February 17, 2026

JCL LAW FIRM, APC

4

By:  \_\_\_\_\_

5

Jean-Claude Lapuyade, Esq.

6

Attorneys for Plaintiff Shane Andersen and the  
Settlement Class Members

7

DATED: February 18, 2026

ZAKAY LAW GROUP, APLC

8

By:  \_\_\_\_\_

9

Shani O. Zakay, Esq.

10

Jennifer M. Gerstenzang, Esq.

11

Attorneys for Plaintiff Shane Andersen and the  
Settlement Class Members

12

13

DATED: February 18, 2026

FERRARO VEGA EMPLOYMENT LAWYERS,  
INC.

14

By:  \_\_\_\_\_

15

Nicholas J. Ferraro, Esq.

16

Xavier Woodford, Esq.

17

Attorneys for Plaintiff Michael Gauquier and the  
Settlement Class Members

18

DATED: February 19, 2026

SHEPPARD MULLIN RICHTER & HAMPTON  
LLP

19

By:  \_\_\_\_\_

20

Jason A. Weiss, Esq.

21

Eric Angel, Esq.

22

Attorneys for Defendants

23

24

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**EXHIBIT A**

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**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Andersen et al. v. Terra Vista Management, Inc., et al., San Diego County Superior Court Case No. 24CU006415C)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;.</b> See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
<b>Exclude Yourself</b>	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b> . Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Shane Andersen (“Plaintiff Andersen”) and Plaintiff Michael Gauquier (Plaintiff Gauquier”) (“Plaintiffs”) and Defendants Terra Vista Management, Inc.; Campland, LLC; De Anza San Diego Food and Beverage, Inc.; De Anza Corporation; and Bayside Village Marina LLC. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

all non-exempt employees employed by Defendants in California at any time during the period beginning July 18, 2020, through September 25, 2025, or any earlier date as the Defendants may elect in accordance with the Escalator Clause (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On July 18, 2024, Plaintiff Gauquier filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 16, 2024, Plaintiff Andersen filed a Notice of Violations with the LWDA and served the same on Defendants. On July 24, 2024, Plaintiff Gauquier filed his

class action complaint in San Diego Superior Court, Case No. 24CU002703C, alleging claims for: 1. Failure to Pay All Wages Owed; 2. Failure to Pay Overtime; 3. Meal Period Violations; 4. Rest Period Violations; 5. Failure to Pay Overtime; 6. Failure to Pay Sick Leave; 7. Untimely Payment of Wages Upon Separation of Employment; 8. Wage Statement Violations; 9. Failure to Reimburse Business Expenses; and 10. Failure to Maintain Accurate Records. On August 16, 2024, Plaintiff Andersen filed his class action complaint in San Diego Superior Court, Case No. 24CU006415C, alleging claims for: 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 et seq.; 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802 (the “Action”). On October 16, 2024, Plaintiff Gauquier filed a Representative Action complaint in San Diego Superior Court under the Private Attorneys General Act (“PAGA”), Case No. 24CU002703C. On October 21, 2024, Plaintiff Andersen filed a separate PAGA action in San Diego Superior Court, Case No. 24CU018389C, alleging a single cause of action for Violations of the Private Attorneys General Act in Violation of Cal. Lab. Code §§ 2698 et seq.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representatives are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On March 4, 2025, the Parties participated in a full day mediation with mediator Steve Pearl, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation did not conclude with a settlement. However, after further arm's-length negotiations, the Parties reached a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Ferraro Vega Employment Lawyers, Inc. to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$11,950.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 33.33% of the Gross Settlement Amount, which is Two Hundred and Nineteen Thousand Nine Hundred Seventy-

Eight Dollars and Zero Cents (\$219,978.00) and actually incurred litigation expenses of not more than \$40,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award(s). A Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Andersen and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Gauquier or such lesser amount as may be approved by the Court, to compensate them for their services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$25,000.00 relating to Plaintiffs' claims under the Private Attorneys General Act ("PAGA"), \$16,250.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$8,750.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Awards, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees employed by Defendants in California during the period beginning July 18, 2023, through September 25, 2025, or any date as the Defendants may elect in accordance with the Escalator Clause ("PAGA Period").

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to fees, costs, interests and penalties ("Penalty Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalty Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims arising from or reasonably related to the facts and/or claims alleged or that could have reasonably been alleged based on the facts asserted in the Action, and all claims that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including, but not limited to, state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work and reporting time pay; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to pay vested vacation at employee's final rate; failure to indemnify business expenses; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; unfair business practices with respect to claims arising from the Labor Code violations released herein; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released Class Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, *et seq.*, with respect to claims arising from the Labor Code violations released herein) and the FLSA, 29 U.S.C. Section 201, *et seq.*, to the extent such claims were alleged or could have been alleged based on the facts asserted in the Action. This release excludes the release of claims not permitted by law.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims, actions, and causes of action for civil penalties, attorneys' fees, costs or interest arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, that were alleged or that reasonably could have been alleged in the Action and/or the PAGA letters during the PAGA period based on factual allegations and legal theories, known or unknown, including those contained in the Complaints and/or the PAGA letters, including, but not limited to, all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation; and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; payment for all hours worked, including off-the-clock work and reporting time

pay; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment, including failure to pay all earned wages twice per month; failure to timely pay all wages due at separation of employment; failure to pay vested vacation at employee's final rate; failure to indemnify business expenses; failure to pay all accrued vacation wages at termination; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records and records of hours worked and meal periods; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5; any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission, including, without limitation, Wage Orders 1-2001, 4-2001; and any other PAGA penalty claims whatsoever alleged (or that could have been alleged) in the Complaints or PAGA letters, whether known or unknown, during the PAGA Period. This release excludes the release of claims not permitted by law.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you. As an Aggrieved Employee, you cannot exclude yourself from the PAGA portion of the Settlement.

#### **5. How much will my payment be?**

**Defendants' records reflect that you have <<\_\_\_\_\_>> Workweeks worked during the Class Period (July 18, 2020, through September 25, 2025, or any earlier date as the Defendants may elect in accordance with the Escalator Clause).**

**Based on this information, your estimated Individual Settlement Payment is <<\_\_\_\_\_>>.**

**Defendants' records reflect that you have <<\_\_\_\_\_>> pay periods worked during the PAGA Period (July 18, 2023, through September 25, 2025, or any date as the Defendants may elect in accordance with the Escalator Clause).**

**Based on this information, your estimated Aggrieved Employee Payment is <<\_\_\_\_\_>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is Atticus Administration LLC.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

## 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 1295 Northland Drive Suite 160, St. Paul, MN 55120; Tel: 612-383-2505. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Shane Andersen, et al. v. Terra Vista Management, et al.*, currently pending in Superior Court of San Diego, Case No. 24CU006415C. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

## 8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Shane Andersen, et al. v. Terra Vista Management, et al., San Diego County Superior Court, Case No. 24CU006415C*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is 1295 Northland Drive Suite 160, St. Paul, MN 55120; Tel: 612-383-2505.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
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**Class Counsel:**

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**Class Counsel:**

**Counsel for Defendants:**

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Email: [eangel@shepparmullin.com](mailto:eangel@shepparmullin.com)

### 9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on \_\_\_\_\_**, at the San Diego County Superior Court, Department C-64, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

### 10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Shane Andersen, et al. v. Terra Vista Management, et al., San Diego County Superior Court, Case No. 24CU006415C*, Settlement Administrator, 1295 Northland Drive Suite 160, St. Paul, MN 55120 c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by visiting the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.