

1 AEGIS LAW FIRM, PC  
 2 SAMUEL A. WONG (SBN 217104)  
 3 JESSICA L. CAMPBELL (SBN 280626)  
 4 KRISTY R. CONNOLLY (SBN 328477)  
 5 9811 Irvine Center Drive, Suite 100  
 6 Irvine, CA 92618  
 7 Telephone: (949) 379-6250  
 8 Facsimile: (949) 379-6251  
 9 E-mail: *swong@aegislawfirm.com*  
 10 E-mail: *jcampbell@aegislawfirm.com*  
 11 E-mail: *kconnolly@aegislawfirm.com*

12 Attorneys for Plaintiff  
 13 PRISCILLA L. MAGDALENO, individually,  
 14 and on behalf of all others similarly situated

15 JACKSON LEWIS P.C.  
 16 ERIKA M. BARBARA (SBN 215702)  
 17 KEELIA K. LEE (SBN 346549)  
 18 400 Capitol Mall, Suite 1600  
 19 Sacramento, CA 95814  
 20 Telephone: (916) 341-0404  
 21 Facsimile: (916) 341-0141  
 22 E-mail: *erika.barbara@jacksonlewis.com*  
 23 E-mail: *keelia.lee@jacksonlewis.com*

24 Attorneys for Defendant  
 25 VISION F.S., INC.

26 SUPERIOR COURT OF CALIFORNIA  
 27 COUNTY OF SAN JOAQUIN

28 PRISCILLA L. MAGDALENO,  
 individually and on behalf of all others  
 similarly situated,

Plaintiffs,

v.

DENNY’S, INC.; VISION F.S., INC.; and  
 DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0008100

ASSIGNED FOR ALL PURPOSES TO:  
 JUDGE GEORGE J. ABDALLAH  
 DEPARTMENT 10A

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

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1 This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter  
2 “Stipulation of Settlement”) is made and entered into by and between Plaintiff Priscilla Magdaleno  
3 as an individual and on behalf of all similarly situated and aggrieved employees (“Plaintiff”) and  
4 Vision F.S., Inc. (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks  
6 to represent, and on: (i) Defendant; (ii) Defendant’s respective past, present and future direct and  
7 indirect subsidiaries and affiliates; (iii) the past, present and future shareholders, directors, officers,  
8 owners, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any  
9 of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the  
10 foregoing. The Settlement contemplated by this Stipulation of Settlement may hereinafter be  
11 referred to as the “Settlement” or “Stipulation of Settlement.”

12 THE PARTIES STIPULATE AND AGREE as follows:

13 1. Plaintiff and Defendant are collectively referred to herein as the “Parties.”

14 2. On September 13, 2022, Plaintiff filed a class action complaint, individually and on  
15 behalf of others similarly situated, against Defendant in the San Joaquin County Superior Court,  
16 Case No. STK-CV-UOE-2022-0008100, alleging claims of failure to pay minimum wages; failure  
17 to pay overtime wages; failure to provide meal periods; failure to permit rest periods; failure to  
18 reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay  
19 wages timely during employment; failure to pay all wages due upon separation of employment; and  
20 violation of California Business and Professions Code section 17200 *et seq.*

21 3. On September 9, 2022, Plaintiff sent a letter to the Labor and Workplace  
22 Development Agency (“LWDA”) alleging violations of the Private Attorneys General Act  
23 (“PAGA”) for the Released PAGA Claims, as defined below.

24 4. On March 3, 2023, Plaintiff filed a first amended complaint in San Joaquin County  
25 Superior Court (“Complaint”), that included a cause of action for penalties under PAGA. The term  
26 “Action” means this putative class and representative action pending in San Joaquin County  
27 Superior Court. The “Class Period” is from March 16, 2018 through July 18, 2023, and the “PAGA  
28 Period” is from September 9, 2021 through July 18, 2023.

1           5.       This Action has been actively litigated. There have been on-going investigations,  
2 and an exchange of extensive documentation and information. The Parties participated in a private  
3 mediation before mediator Gig Kyriacou on July 18, 2023. Plaintiff has not filed a motion for class  
4 certification in this Action, nor has a date been set by the Court for the filing of such a motion.

5           6.       For purposes of this Settlement, the “Settlement Class” or “Class Members” shall  
6 consist of all persons employed by Defendant in California as a non-exempt employee from  
7 March 16, 2018 through July 18, 2023. The Settlement Class, however, shall not include any person  
8 who previously settled or released any of the claims covered by this Settlement, any person who  
9 previously was paid or received awards through civil or administrative actions for the claims  
10 covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as  
11 provided in this Settlement. All Class Members who worked any hours for Defendant in California  
12 during any pay period from September 9, 2021 through July 18, 2023 are aggrieved employees  
13 with respect to PAGA (“PAGA Members”), and will be paid their PAGA Award and release the  
14 Released PAGA Claims (defined below), regardless of whether they submit a timely and valid  
15 Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves  
16 from, or to opt out of, the Released PAGA Claims (as hereafter defined).

17           7.       Solely for purposes of settling this case, the Parties stipulate and agree that the  
18 requisites for establishing class certification with respect to the Settlement Class have been met and  
19 are met. More specifically, the Parties stipulate and agree that:

20               a.       The Settlement Class is ascertainable and so numerous as to make it  
21 impracticable to join all Class Members.

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

24                   i.       Whether Defendant complied with applicable laws affecting Plaintiff  
25 and the Settlement Class under the California Labor Code and the Wage Orders of the California  
26 Industrial Welfare Commission; and

27                   ii.      Whether Plaintiff and the Settlement Class are entitled to alleged  
28 unpaid wages, penalties, interest, and attorneys’ fees and costs.

1 c. Plaintiff believes that Plaintiff’s claims are typical of the claims of the  
2 members of the Settlement Class.

3 d. Plaintiff believes that she will fairly and adequately protect the interests of  
4 the Settlement Class, and that Samuel A. Wong, Jessica L. Campbell and Kristy R. Connolly of  
5 Aegis Law Firm, PC, should be “Class Counsel” and will fairly and adequately protect the interests  
6 of the Settlement Class.

7 e. The prosecution of separate actions by individual members of the Settlement  
8 Class would create the risk of inconsistent or varying adjudications, which would establish  
9 incompatible standards of conduct.

10 f. With respect to the Settlement Class, Plaintiff believes that questions of law  
11 and fact common to the members of the Settlement Class predominate over any questions affecting  
12 any individual member in such Settlement Class, and a class action is superior to other available  
13 means for the fair and efficient adjudication of the controversy.

14 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated  
15 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling  
16 this Action, this Action is appropriate for class or representative treatment. With respect to  
17 Plaintiff’s claims, Defendant contends, among other things, that it has complied with all applicable  
18 state, federal and local laws affecting Plaintiff and the Settlement Class.

19 9. It is the desire of the Parties to fully, finally and forever settle, compromise and  
20 discharge all disputes and claims arising from the allegations and causes of action stated in the  
21 Complaint. To achieve a full and complete release of Defendant, each Class Member acknowledges  
22 that this Stipulation of Settlement is intended to include in its effect all claims of any nature  
23 reasonably arising out of the allegations made in the Complaint.

24 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute  
25 a full and complete settlement and release of all claims arising from the allegations in the Complaint  
26 against: (i) Defendant; (ii) Defendant’s respective past, present and future direct and indirect  
27 subsidiaries and affiliates; (iii) the past, present and future shareholders, directors, officers, owners,  
28 agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the

1 foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing  
2 (collectively “Released Parties”).

3 11. Class Counsel have conducted a thorough investigation into the facts of this Action,  
4 and have diligently pursued an investigation of Class Members’ claims against Defendant. Based  
5 on their own independent investigation and evaluation, Class Counsel are of the opinion that the  
6 Settlement with Defendant for the consideration and on the terms set forth in this Stipulation of  
7 Settlement is fair, reasonable and adequate and is in the best interest of the Settlement Class in light  
8 of all known facts and circumstances, including the risk of significant delay, the risk the Settlement  
9 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential  
10 appellate issues. Defendant and its counsel, Erika M. Barbara and Keelia K. Lee of Jackson Lewis  
11 P.C. (“Defendant’s Counsel”) also agree that the Settlement is fair and in the best interest of the  
12 Parties.

13 12. The Parties agree to cooperate and take all steps necessary and appropriate to  
14 consummate this Settlement and for entry of judgment in accordance with this Stipulation of  
15 Settlement.

16 13. This Settlement provides that Defendant will pay Settlement Awards and PAGA  
17 Awards (defined below) according to a specified formula to each Class Member who does not  
18 request to be excluded from this Settlement. The total payment under the Settlement is \$337,500.00  
19 (the “Maximum Settlement Amount”), which includes all payments to Class Members and PAGA  
20 Members, Class Counsel’s attorneys’ fees, Class Counsel’s litigation expenses and costs, the  
21 enhancement award to the class representative, penalties of any nature, including PAGA penalties,  
22 and Settlement administration expenses. It is understood and agreed that Defendant shall have no  
23 obligation to pay any person, entity or organization more than the Maximum Settlement Amount,  
24 except that Defendant will pay the employer payroll taxes for the wage portion of the Settlement  
25 Awards.

26 TERMS OF SETTLEMENT

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

1 a. It is agreed by and between Plaintiff and Defendant that this Action, and any  
2 claims, damages or causes of action arising out of the Complaint which are the subject of this  
3 Action, shall be settled and compromised as between the Settlement Class and Defendant, subject  
4 to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

5 b. Effective Date: The Settlement embodied in this Stipulation of Settlement  
6 shall become effective when all of the following events have occurred: (i) this Stipulation of  
7 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the  
8 Court has given preliminary approval to the Settlement; (iii) the class Settlement notice has been  
9 given to the Settlement Class, providing them with an opportunity to opt out of or to object to the  
10 Settlement; (iv) the Court has held a formal final fairness hearing and entered a final order and  
11 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,  
12 without objection by the LWDA; and (v) in the event there are objections to the Settlement which  
13 are not later withdrawn, the later of the following events: when the period for filing any appeal,  
14 writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or  
15 other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding  
16 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further  
17 remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final  
18 order with no right to pursue further remedies or relief. In this regard, it is the intention of the  
19 Parties that the Settlement shall not become effective until the Court's order approving the  
20 Settlement is completely final, and there is no further recourse by an appellant or objector who  
21 seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not  
22 become effective if Defendant, contrary to Paragraph 13 above, is required by the Court to pay  
23 more than the Maximum Settlement Amount as set forth in Paragraph 13 under any circumstances.  
24 It is further agreed by and between the Parties that this Settlement shall not become effective, and  
25 Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement,  
26 unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any  
27 objections or the judgment, have been finally exhausted and resolved upholding the terms of this  
28 Settlement.

1           c.     Maximum Settlement Amount and Net Settlement Amount: To implement  
2 the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay the  
3 Maximum Settlement Amount, which includes all payments to Class Members and PAGA  
4 Members; Class Counsel’s attorneys’ fees; Class Counsel’s litigation expenses and costs; the  
5 enhancement award to the class representative; \$20,000.00 allocated to penalties under the PAGA  
6 (with \$15,000.00 (three-quarters) paid to the LWDA and \$5,000.00 (one-fourth) paid to the  
7 Settlement Class as described below); and Settlement administration expenses. The Parties agree  
8 the Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant.  
9 At no time shall Defendant have the obligation to segregate the funds comprising the Maximum  
10 Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for,  
11 those funds. All payments to Class Members and PAGA Members, Class Counsel’s attorneys’ fees,  
12 Class Counsel’s litigation expenses and costs, the enhancement award, the PAGA penalties paid to  
13 LWDA, and Settlement administration expenses will be paid out of the Maximum Settlement  
14 Amount. Under no condition will the Released Parties’ aggregate liability exceed the Maximum  
15 Settlement Amount, except that Defendant will pay the employer payroll taxes for the wage portion  
16 of the Settlement Awards in addition to the Maximum Settlement Amount. The “Net Settlement  
17 Amount”, the amount available for potential distribution to Class Members, shall be calculated by  
18 deducting from the Maximum Settlement Amount: (i) Class Counsel’s attorneys’ fees and litigation  
19 expenses and costs; (ii) the enhancement award to the class representative; (iii) the PAGA penalty  
20 payment to the LWDA as described further below; and (iv) Settlement administration expenses.  
21 Settlement Awards to the Class Members, and PAGA Awards to the PAGA Members, will be  
22 calculated by the settlement Administrator and paid out of the Net Settlement Amount as set forth  
23 below. The entire Net Settlement Amount will be paid out pro rata to Class Members who do not  
24 opt out and to PAGA Members.

25           i.     Settlement Awards to Class Members: Payments to Class Members  
26 under the Settlement (“Settlement Awards”) will be determined based on the number of weeks  
27 worked by all Class Members as a non-exempt employee of Defendant in California during the  
28 Class Period based on information provided by Defendant. The workweeks will be calculated by

1 the “Settlement Administrator,” as defined below, for Class Members by dividing the total days  
2 employed as a non-exempt employee of Defendant in California during the Class Period by seven  
3 (7). Partial workweeks will not be counted, meaning incomplete workweeks and/or incomplete pay  
4 periods will be rounded down; however, if a Class Member or PAGA Member worked only one  
5 day as a non-exempt employee of Defendant in California will be credited with having worked one  
6 workweek for purposes of the Settlement. Defendant’s workweek data will be presumed to be  
7 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by  
8 credible written evidence. All workweek and pay period disputes will be resolved and decided by  
9 the Settlement Administrator, and the Settlement Administrator’s decision on all workweek and  
10 pay period disputes will be final and non-appealable. The amount to be paid per workweek to  
11 eligible Class Members will be calculated by the Settlement Administrator by dividing the Net  
12 Settlement Amount by the number of weeks worked by Class Members who do not opt out of the  
13 Settlement. No claim form shall be required for Settlement Class Members to receive their  
14 Settlement Awards.

15 ii. Private Attorneys General Act Allocation: Subject to Court approval,  
16 the Parties have agreed to allocate \$20,000.00 of the Maximum Settlement Amount to Plaintiff’s  
17 representative claims under PAGA. Seventy-five percent (75%) of this amount, or in other words  
18 \$15,000.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State of  
19 California, and the remaining twenty-five percent (25%), or in other words \$5,000.00 (“Net PAGA  
20 Settlement Amount”), will remain included in the Net Settlement Amount and paid to the PAGA  
21 Member under the Settlement (the “PAGA Awards”). The Settlement Administrator will calculate  
22 the number of pay periods covered by the PAGA Members during the PAGA Period based on  
23 information to be provided by Defendant. Partial pay periods will not be counted; however, if a  
24 PAGA Member worked only one day as a non-exempt employee of Defendant in California, such  
25 PAGA Member will be credited with having worked one pay period for purposes of the Settlement.  
26 Defendant’s pay period data will be presumed to be correct, unless a particular PAGA Member  
27 proves otherwise to the Settlement Administrator by credible written evidence. All pay period  
28 disputes will be resolved and decided by the Settlement Administrator, and the Settlement



1 Administrator's decision on all pay period disputes will be final and non-appealable. The amount  
2 to be paid per pay period to PAGA Members will be calculated by the Settlement Administrator by  
3 dividing the Net PAGA Settlement Amount by the aggregate number of pay periods worked by  
4 PAGA Members. No claim form shall be required for PAGA Members to receive their PAGA  
5 Awards.

6                   iii.     Allocation of Settlement Awards: The Parties have agreed, based on  
7 the allegations in the Action, that individual Settlement Awards payable to eligible Class Members  
8 will be allocated from the Net Settlement Amount and paid as follows: one-third (1/3) will be  
9 allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and two-thirds (2/3) will  
10 be allocated to alleged unpaid interest and penalties for which IRS Forms 1099-MISC will issue.  
11 Individual "PAGA Awards" for the PAGA Members will be paid from the Net PAGA Settlement  
12 Amount, after the required payment to the LWDA, as alleged penalties for which IRS Forms  
13 1099-MISC will issue.

14                   iv.     Settlement Awards and PAGA Awards Do Not Trigger Additional  
15 Benefits: All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members,  
16 shall be deemed to be income to such Class Members and PAGA Members solely in the year in  
17 which such awards actually are received by the Class Members and PAGA Members. It is expressly  
18 understood and agreed that the receipt of such Settlement Awards and PAGA Awards will not  
19 entitle any Class Member or PAGA Member to additional compensation or benefits under any  
20 company bonus, contest or other compensation or benefit plan or agreement in place during the  
21 period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any  
22 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is  
23 the intent of this Settlement that the Settlement Awards and PAGA Awards provided for in this  
24 Agreement are the sole payments to be made by Defendant to the Class Members and PAGA  
25 Members in connection with this Settlement, and that the Class Members and PAGA Members are  
26 not entitled to any new or additional compensation or benefits as a result of having received the  
27 Settlement Awards and PAGA Awards (notwithstanding any contrary language or agreement in  
28 any benefit or compensation plan document that might have been in effect during the period covered

1 by this Settlement).

2 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or  
3 modification, Defendant agrees to a payment, from the Maximum Settlement Amount, for Class  
4 Counsel's attorneys' fees and litigation expenses and costs as set forth in Paragraph 16 below.

5 vi. Class Representative: The Parties agree to the designation of Plaintiff  
6 Priscilla Magdaleno as "Class Representative." Subject to Court approval, and subject to Plaintiff's  
7 execution of a general release of all claims under California Code of Civil Procedure section 1542,  
8 Defendant agrees to a payment to Plaintiff, from the Maximum Settlement Amount, of an award at  
9 no additional cost to the Released Parties ("Enhancement Award"). The Enhancement Award paid  
10 to the Class Representative cannot exceed \$7,500.00, is subject to Court approval, and is in addition  
11 to any claimed individual Settlement Award or PAGA Award to which the Class Representative is  
12 entitled under this Stipulation of Settlement. The Enhancement Award is to be part of, and to be  
13 deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS  
14 Form 1099-MISC for the Enhancement Award to Plaintiff for Plaintiff's service as a Class  
15 Representative, and Plaintiff will be responsible for correctly characterizing this compensation for  
16 tax purposes and for paying any taxes on the amount received. Should the Court approve an  
17 Enhancement Award to the Class Representative in an amount less than that set forth above, the  
18 difference between the lesser amount approved by the Court and the Enhancement Award set forth  
19 above shall be added to the Net Settlement Amount.

20 vii. Settlement Administrator: The "Settlement Administrator" will be  
21 Apex, or such other administrator mutually agreed upon by the Parties, after review and approval  
22 by the Parties of a not-to-exceed quote for Settlement administration expenses which Plaintiff's  
23 Counsel agrees to request and circulate to Defendant's Counsel. All Settlement administration  
24 expenses shall be paid out of the Maximum Settlement Amount.

25 viii. Mailing of Settlement and PAGA Awards: The Settlement  
26 Administrator will cause the Settlement Awards to be mailed to the Class Members who have not  
27 opted out of the Settlement and have not previously released their claims as to Defendant, and the  
28 PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days after the

1 Settlement becomes effective as defined in Paragraph 14.b.

2 d. Enhancement Award to Plaintiff for Service as Class Representative: The  
3 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff  
4 within thirty-five (35) calendar days after the Settlement becomes effective as defined in  
5 Paragraph 14.b.

6 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class  
7 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the  
8 Notice of Proposed Class Action and PAGA Settlement and Hearing Date for Final Court Approval  
9 of Settlement (“Class Notice”), Defendant shall have the right (but not the obligation) in its sole  
10 discretion to rescind and void the Settlement, before final approval by the Court, by providing  
11 written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline.  
12 If Defendant exercises this option, Defendant shall pay any costs of Settlement administration  
13 incurred up to that date, but shall not be obligated to pay any of Class Counsel’s fees or litigation  
14 expenses and costs.

15 SETTLEMENT ADMINISTRATION

16 15. The Settlement Administrator shall be mutually agreed upon by the Parties to  
17 perform the customary duties of Settlement Administrator, subject to Court approval. The  
18 Settlement Administrator will mail the Class Notice to all Class Members and PAGA Members.  
19 The Settlement Administrator will independently review Defendant’s data, based on Defendant’s  
20 records, as to the number of weeks worked during the Class Period, and the number of pay periods  
21 worked during the PAGA Period, and will calculate the amounts due to Class Members and PAGA  
22 Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall  
23 report, in summary or narrative form, the substance of its findings. The Settlement Administrator  
24 shall be granted reasonable access to Defendant’s records to perform its duties. At the request of  
25 Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and  
26 send out Settlement Awards to Class Members and PAGA Awards to PAGA Members. Defendant  
27 shall be able to review proposed distributions, class workweek data, and PAGA pay period data to  
28 ensure correct and accurate distributions and representations to the Class Members and PAGA

1 Members through the Class Notice. Tax treatment of the Settlement Awards and PAGA Awards  
2 will be as set forth herein and in accordance with state and federal tax laws. All disputes relating to  
3 the Settlement Administrator’s performance of its duties shall be referred to the Court, if necessary,  
4 which will have continuing jurisdiction over the terms and conditions of this Stipulation of  
5 Settlement until all payments and obligations contemplated by this Stipulation of Settlement have  
6 been fully carried out. The Settlement Administrator shall create and maintain a webpage, which  
7 will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final  
8 Approval as they become available, until 60 days after the Effective Date. The website shall also  
9 include links to any other documents or information the Settlement Administrator deems necessary  
10 to perform its duties.

11 ATTORNEYS’ FEES AND LITIGATION COSTS

12 16. In consideration for settling this Action, in exchange for the release of claims by the  
13 Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to  
14 pay, from the Maximum Settlement Amount, Class Counsel attorneys’ fees not to exceed  
15 one-third of the Maximum Settlement Amount, or in other words up to \$112,500.00, and attorneys’  
16 costs and expenses not to exceed \$25,000.00. Defendant will not object to Class Counsel’s  
17 application for attorneys’ fees and litigation costs up to these amounts. The amounts set forth above  
18 will cover all work performed and all fees and costs incurred to date, and all work to be performed  
19 and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation  
20 of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class  
21 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys’ fees and  
22 litigation costs, the difference between the lesser amounts and the fees and litigation expenses and  
23 costs set forth above shall be added to the Net Settlement Amount.

24 17. The attorneys’ fees and litigation expenses and costs approved by the Court shall be  
25 paid to Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective  
26 as defined in Paragraph 14.b.

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1 the Class Member's Social Security Number and re-mail within five (5) calendar days of receipt;  
2 this search will be performed only once per Class Member by the Settlement Administrator. Upon  
3 completion of these steps by the Settlement Administrator, Defendant and the Settlement  
4 Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the  
5 affected member of the Settlement Class. The affected member of the Settlement Class shall remain  
6 a member of the Settlement Class and shall be bound by all the terms of the Stipulation of  
7 Settlement and the Court's Order and Final Judgment.

8 c. The Class Notice shall identify the procedures for opting out of or objecting  
9 to the Settlement.

10 d. Class Counsel shall provide to the Court, at least sixteen (16) court days  
11 before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due  
12 diligence and proof of mailing with regard to the mailing of the Class Notice.

#### 13 ADMINISTRATION PROCESS

14 19. The Class Members will have sixty (60) calendar days from the date of mailing  
15 in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled to opt out  
16 as a PAGA Member. Class Members whose Notices are remailed shall have ten (10) calendar days  
17 from the remailing of the Notice or until the end of the initial 60-day period, whichever comes later,  
18 in which to opt out.

19 20. Defendant, on behalf of the Released Parties, will pay to the Settlement  
20 Administrator the Maximum Settlement Amount within thirty (30) calendar days after the  
21 Settlement becomes effective as defined in Paragraph 14.b. The Settlement Administrator will be  
22 responsible for making appropriate deductions, calculating and reporting the employer payroll taxes  
23 on the Settlement Awards and PAGA Awards, paying to Class Counsel any Court-approved  
24 attorneys' fees and litigation expenses and costs, paying to the Class Representative any Court-  
25 approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount  
26 allocated for PAGA penalties above, paying the Settlement administration expenses, meeting tax  
27 reporting obligations, and issuing the individual Settlement Awards to Class Members and PAGA  
28 Awards to PAGA Members. Proof of compliance with the Court's final approval order will be

1 provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days  
2 after all payment obligations, the check cashing deadline for Class Members, and payment to the  
3 *cy pres* beneficiary have passed.

4 21. Settlement Awards to Class Members and PAGA Awards to PAGA Members will  
5 be mailed by the Settlement Administrator within thirty-five (35) calendar days after the Settlement  
6 becomes effective as defined in Paragraph 14.b. Upon completion of its calculation of payments,  
7 the Settlement Administrator shall provide Defendant with a report listing the amount of all  
8 payments to be made to each Class Member and PAGA Member. Settlement Award and PAGA  
9 Award checks shall remain valid and negotiable for one hundred eighty (180) calendar days from  
10 the date of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder  
11 notice to all Class Members and PAGA Members who have not cashed the Settlement Award or  
12 PAGA Award check thirty (30) calendar days prior to the deadline; upon the deadline to cash the  
13 Settlement Award and PAGA Award checks, the checks will automatically be cancelled by the  
14 Settlement Administrator if not cashed by the Class Member or the PAGA Member within that  
15 time, at which point the Class Members' and PAGA Members' checks will be deemed void and of  
16 no further force or effect, and the Class Members' and PAGA Members' claims will remain  
17 released by the Settlement. The checks provided to Class Members and PAGA Members  
18 shall prominently state the expiration date or a statement that the checks will expire in  
19 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
20 accompanying the check. Expired Settlement Award and PAGA Award checks will not be reissued,  
21 except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed  
22 Settlement Award and PAGA Award checks after the expiration date will be paid within fourteen  
23 (14) calendar days after the one hundred eighty (180)-day check cashing period expires pursuant to  
24 California Code of Civil Procedure section 384(b)(3) to Koinonia Family Services, a non-profit  
25 501(c)(3) organization with child advocacy programs in the State of California, as the *cy pres*  
26 recipient, subject to Court approval. Any residue received by Koinonia Family Services shall be  
27 ordered by the Court to be used solely for child advocacy programs within the State of California  
28 pursuant to California Code of Civil Procedure section 384(b).





1 person or through his/her own counsel, and object to the Settlement Agreement and any of its terms  
2 without submitting a prior objection in the manner and by the deadline specified above. If the Court  
3 rejects the objection, the individual will be bound by the terms of the Settlement.

4 RELEASE BY THE CLASS

5 24. Effective upon the date when Defendant fully funds the Maximum Settlement  
6 Amount pursuant to Paragraph 20, and except as to such rights or claims as may be created by this  
7 Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted  
8 a valid Request for Exclusion fully release and discharge the Released Parties from all claims under  
9 state, federal and local law that were or could have been asserted based on the facts and allegations  
10 made in the Action, and any amendments thereto, as to the Class Members, including without  
11 limitation California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,  
12 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5,  
13 2800 and 2802, California Industrial Commission Wage Orders, California Code of Regulations,  
14 title 8, section 11040 *et seq.*, California Code of Civil Procedure section 1021.5, and California  
15 Business and Professions Code section 17200 *et seq.*, and including all claims for or related to  
16 alleged unpaid wages, unpaid overtime or double time wages, unpaid minimum wages, regular rate  
17 of pay, timely payment of wages during employment, timely payment of wages at separation, meal  
18 periods and meal period premiums, rest periods and rest period premiums, off-the-clock work,  
19 payroll deductions, wage statements, payroll records and recordkeeping, expense reimbursement,  
20 failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching  
21 benefits for payments received under the Settlement, unfair competition, unfair business practices,  
22 unlawful business practices, fraudulent business practices, class actions, representative actions,  
23 aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages,  
24 liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-  
25 time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations  
26 alleged in the Action (collectively “Released Class Claims”), from March 16, 2018 through July  
27 18, 2023 (“Class Release Period”). Expressly excluded from the release are claims for retaliation,  
28 discrimination, unemployment insurance, disability, workers’ compensation, and claims outside

1 the Released Class Claims.

2 25. Effective upon the date when Defendant fully funds the Maximum Settlement  
3 Amount pursuant to Paragraph 20, the claims to be released by the PAGA Members include all  
4 claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff, as proxy  
5 for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a  
6 private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could  
7 reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including  
8 but not limited to all claims arising under the California Labor Code, including, but not limited to,  
9 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,  
10 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800 and 2802 and the wage orders  
11 of the California Industrial Welfare Commission and any other California Labor Code section or  
12 Wage Order based on the facts alleged in the Action (collectively “Released PAGA Claims”). The  
13 Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all  
14 PAGA Members from September 9, 2021 through July 18, 2023 (“PAGA Release Period”) and for  
15 the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates  
16 (cashes) their/his/her Settlement checks sent pursuant to this Settlement and regardless of whether  
17 any such PAGA Member opts out or attempts to exclude themselves/himself/herself from the  
18 Settlement.

19 26. In addition to the Released Class Claims and Released PAGA Claims identified in  
20 Paragraphs 24 and 25, effective upon the date when Defendant fully funds the Maximum Settlement  
21 Amount pursuant to Paragraph 20, Plaintiff Priscilla Magdaleno agrees to generally release the  
22 Released Parties from any and all claims, whether known or unknown, under all federal, state and  
23 local statutes, and federal and state common law (including but not limited to those for contract,  
24 tort and equity), except for workers’ compensation claims, that occurred during the Class Period.  
25 Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

26 **A general release does not extend to claims that the creditor or**  
27 **releasing party does not know or suspect to exist in his or her**  
28 **favor at the time of executing the release and that, if known by**  
**him or her, would have materially affected his or her settlement**  
**with the debtor or released party.**

1 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees  
2 that claims or facts in addition to or different from those which are now known or believed by  
3 Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all  
4 of the claims, except for workers' compensation claims, Plaintiff now has against the Released  
5 Parties, whether known or unknown, suspected or unsuspected.

6 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

7 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal  
8 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify  
9 the Court of the Settlement through a Notice of Proposed Class and PAGA Action Settlement, and  
10 to request that all current Court deadlines be continued pending Court approval of the Settlement.  
11 Class Counsel agree to cease all affirmative communication (oral and written) with the putative  
12 class members, other than through Court-approved notices; this provision does not prevent Class  
13 Counsel from communicating with any Class Member or PAGA Member who may contact Class  
14 Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Joaquin County  
15 Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the  
16 Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the  
17 opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval.  
18 At the same time Plaintiff submits this Stipulation of Settlement to the San Joaquin County Superior  
19 Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly  
20 upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of  
21 an order preliminarily approving the Settlement in a form that is mutually agreeable between the  
22 Parties and also provides for the following:

23 a. Scheduling a Final Fairness hearing on the question of whether the proposed  
24 Settlement, including payment of attorneys' fees and litigation expenses and costs, costs of  
25 administration and the Class Representative's Enhancement Award, should be finally approved as  
26 fair, reasonable and adequate as to the members of the Settlement Class;

27 b. Certifying a Settlement Class, Plaintiff Priscilla Magdaleno as Class  
28 Representative, and Samuel A. Wong, Jessica L. Campbell and Kristy R. Connolly of Aegis Law

1 Firm, PC, as Class Counsel;

2 c. Approving as to form and content the proposed Class Notice;

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

5 e. Directing the mailing of the Class Notice by first-class U.S. mail to the Class  
6 Members and PAGA Members;

7 f. Preliminarily approving the Settlement subject only to the objections of  
8 Class Members and PAGA Members, and final review by the Court;

9 g. Enjoining Plaintiff and all Class Members and PAGA Members from filing  
10 or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims  
11 with the Division of Labor Standards Enforcement of the California Department of Industrial  
12 Relations) regarding the Released Class Claims and Released PAGA Claims, unless and until such  
13 Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the  
14 time for filing Requests for Exclusion with the Settlement Administrator has elapsed; and

15 h. The Preliminary Approval Order shall be substantially in the form identified  
16 as **Exhibit B** to this Settlement.

17 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

18 28. Class Counsel agree to return all confidential documents, lists and data in all forms  
19 and formats (originals and copies) within seven (7) calendar days from final Court approval of the  
20 Settlement. Plaintiff agrees to provide Defendant the opportunity to review and to approve before  
21 filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel  
22 agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and  
23 substantially in the form identified as **Exhibit C** to this Settlement, and provides for the following:

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

26 b. Approving Class Counsel's application for an award of attorneys' fees and  
27 litigation expenses and costs;

28 c. Approving the Enhancement Award to the Class Representative; and



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NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

34. The Parties agree that the San Joaquin County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any enforcement actions.

NOTICES

35. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

**To Plaintiff and the Settlement Class**

Samuel Wong  
Jessica L. Campbell  
Kristy R. Connolly  
AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, CA 92618

**To Defendant**

Erika M. Barbara  
Keelia K. Lee  
JACKSON LEWIS P.C.  
400 Capitol Mall, Suite 1600  
Sacramento, CA 95814

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NO PUBLIC COMMENT

36. The Class Representative and Class Counsel will not make any public disclosure of the Settlement, except through Court filings to preliminarily and finally approve the Settlement. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will ensure the Class Representative adheres to, the restriction against any public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications (directly or indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps reasonably necessary to ensure the Class Representative is aware of, and will ensure the Class Representative will adhere to, the restriction against any media comment on the Settlement and its terms.

CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.





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

**Plaintiff and Class Representative**

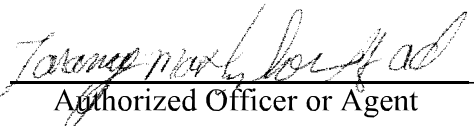
Dated: 10/26/2023

DocuSigned by:  
  
26956488BAD6420  
PRISCILLA MAGDALENO

**Defendant**

VISION F.S., INC.


Dated: 10/30/2023

By:   
Authorized Officer or Agent

APPROVED AS TO FORM:

AEGIS LAW FIRM, PC

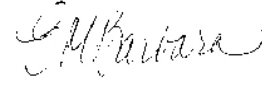
Dated: 10/26/2023

By:   
Samuel A. Wong  
Jessica L. Campbell  
Kristy R. Connolly

Attorneys for Plaintiff and Class and PAGA Members

Dated: 11/1/2023

JACKSON LEWIS P.C.

By:   
Erika M. Barbara  
Keelia K. Lee

Attorneys for Defendant  
VISION F.S., INC.