

1 **BIBIYAN LAW GROUP, P.C.**  
David D. Bibiyan (SBN 287811)  
2 *david@tomorrowlaw.com*  
Vedang J. Patel (SBN 328647)  
3 *vedang@tomorrowlaw.com*  
Brandon Chang (SBN 316197)  
4 *vedang@tomorrowlaw.com*  
8484 Wilshire Boulevard, Suite 500  
5 Beverly Hills, California 90211  
Telephone: (310) 438-5555; Facsimile: (310) 300-1705  
6

7 Attorneys for Plaintiff, MARIA DEL CARMEN NOLASCO JIMENEZ,  
on behalf of herself and all others similarly situated

8 Joseph R. Lordan (SBN 265610)  
Sumy Kim (SBN 290082)  
9 **O'Hagan Meyer LLP**  
One Embarcadero Center, Suite 2100  
10 San Francisco, CA 94111  
Telephone: (628) 626.6909  
11 *JLordan@ohaganmeyer.com*  
*SKim@ohaganmeyer.com*  
12

13 Attorneys for Defendants, ROUTE 66 POST  
ACUTE LLC, erroneously sued as ROUTE 66  
14 POST ACUTE LLC AGENCY, LLC and CRYSTAL SOLARZANO

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**  
17

18 MARIA DEL CARMEN NOLASCO  
19 JIMENEZ, an individual and on behalf of all  
others similarly situated,

20 Plaintiff,

21 v.  
22

23 ROUTE 66 POST ACUTE LLC AGENCY,  
LLC., a California limited liability  
24 company; CRYSTAL SOLARZANO, an  
individual; and DOES 1 through 100,  
25 inclusive,

26 Defendants.  
27

CASE NO.: 23STCV03441

[Assigned to the Hon. Maren Nelson in  
Dept. 17]

**FIRST AMENDED CLASS AND PAGA  
SETTLEMENT AGREEMENT**

Action Filed: February 16, 2023  
Trial Date: None Set

1 This Class and Private Attorneys' General Act of 2004 ("PAGA") Settlement Agreement  
2 ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiff Maria  
3 Del Carmen Nolasco Jimenez ("Plaintiff"), on one hand, and defendants Route 66 Post Acute,  
4 LLC (erroneously sued as "Route 66 Post Acute LLC Agency, LLC") and Crystal Solarzano,  
5 (collectively, "Defendants") on the other hand. The Agreement refers to Plaintiff and Defendants  
6 collectively as "Parties," or individually as "Party."

7 **1. DEFINITIONS**

8 1.1. "Action" means the Plaintiff's lawsuits alleging wage and hour violations and seeking  
9 PAGA penalties against Defendants, captioned *Jimenez v. Route 66 Post Acute LLC Agency,*  
10 *LLC, et. al.* Case No. 23STCV03441 initiated on February 16, 2023 and *Jimenez v. Route 66*  
11 *Post Acute LLC Agency, LLC, et. al.* Case No. 23STCV09315 initiated on April 6, 2023, both  
12 pending in Superior Court of the State of California, County of Los Angeles.

13 1.2. "Administrator" means Apex Class Action Administration ("Apex"), the neutral entity  
14 the Parties have agreed to appoint to administer the Settlement.

15 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid  
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
17 with the Administrator's "not to exceed" bid submitted to the Court in connection with  
18 Preliminary Approval of the Settlement.

19 1.4. "Aggrieved Employees" means Class Members employed by Defendants as hourly-paid,  
20 non-exempt employees during the PAGA Period in the State of California.

21 1.5. "Class" or "Settlement Class" means all persons currently or formerly employed by  
22 Defendants as non-exempt, hourly-paid employees at any time during the Class Period in the  
23 State of California.

24 1.6. "Class Counsel" means David D. Bibiyan of Bibiyan Law Group, P.C.

25 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean  
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and  
27 expenses, respectively, incurred to prosecute the Action.

28 1.8. "Class Data" means Class Member identifying information in Defendants' custody,

1 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)  
2 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of  
3 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

4 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either  
5 a Participating Class Member or Non-Participating Class Member (including a Non- Participating  
6 Class Member who qualifies as an Aggrieved Employee).

7 1.10. "Class Member Address Search" means the Administrator's investigation and search for  
8 current Class Member mailing addresses using all reasonably available sources, methods and  
9 means including, but not limited to, the National Change of Address database, skip traces, and  
10 direct contact by the Administrator with Class Members.

11 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION  
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to  
13 Class Members in English and Spanish in the form, without material variation, attached as Exhibit  
14 A and incorporated by reference into this Agreement.

15 1.12. "Class Period" means the period from February 23, 2021 through November 7, 2023.

16 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action  
17 seeking Court approval to serve as a Class Representative.

18 1.14. "Class Representative Service Payment" means the payment to the Class Representative  
19 for initiating the Action and providing services in support of the Action.

20 1.15. "Court" means the Superior Court of California, County of Los Angeles.

21 1.16. "Defendants" means named defendants Route 66 Post Acute LLC and Crystal Solorzano.

22 1.17. "Defense Counsel" means Joseph R. Lordan and Sumy Kim of O'Hagan Meyer, LLC.

23 1.18. "Effective Date" means the date when all of the following events have occurred: (1) this  
24 Settlement Agreement has been executed by all Parties, Class Counsel and Defendants' Counsel;  
25 (2) the Court has given Preliminary Approval to this Settlement Agreement; (3) the Class Notice  
26 has been given to the putative members of the Settlement Class, providing them with an  
27 opportunity to object to the terms of this Settlement Agreement or opt out of the Settlement; (4)  
28 the Court has held a Final Approval Hearing and entered a Final Approval and Final Judgment

1 certifying the Settlement Class, and approving this Settlement Agreement; and (5) in the event  
2 there are written objections filed prior to the Final Approval Hearing which are not later  
3 withdrawn or denied, the later of the following events: five (5) business days after the period for  
4 filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval  
5 approving this Settlement Agreement has elapsed without any appeal, writ or other appellate  
6 proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the  
7 Court's Final Approval approving this Settlement Agreement has been filed, five (5) business  
8 days after any appeal, writ or other appellate proceedings opposing this Settlement Agreement  
9 has been finally and conclusively dismissed with no right to pursue further remedies or relief.

10 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

11 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval  
12 of the Settlement.

13 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final  
14 Approval.

15 1.22. "Gross Settlement Amount" means \$200,000.00 (Two Hundred Thousand Dollars and  
16 Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as  
17 provided in Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage  
18 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay  
19 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
20 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and  
21 Administrator's Expenses.

22 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the  
23 Net Settlement Amount calculated according to the number of Workweeks worked during the  
24 Class Period.

25 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of  
26 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA  
27 Period.

28 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency  
2 entitled, under Labor Code section 2699, subd. (i).

3 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
4 under Labor Code section 2699, subd. (i).

5 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
7 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
8 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be  
9 paid to Participating Class Members as Individual Class Payments.

10 1.29. “Non-Participating Class Member” means any Class Member who opts out of the  
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Action.

13 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
14 for Defendants for at least one day during the PAGA Period.

15 1.32. “PAGA Period” means the period from February 15, 2022 through November 7, 2023.

16 1.33. “PAGA” means the Private Attorneys’ General Act (Labor Code §§ 2698. *et seq.*).

17 1.34. “PAGA Notice” means Plaintiff’s February 15, 2023 letter to Defendants and the LWDA,  
18 providing notice pursuant to Labor Code section 2699.3 subd. (a).

19 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$10,000.00) to be  
20 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00)  
21 and 75% to the LWDA (\$2,500.00) in settlement of PAGA claims.

22 1.36. “Participating Class Member” means a Class Member who does not submit a valid and  
23 timely Request for Exclusion from the Settlement.

24 1.37. “Plaintiff” means Maria Del Carmen Nolasco Jimenez, the named plaintiff in the Action.

25 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
26 Settlement.

27 1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval  
28 and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s

1 presentation of the same to the Court.

2 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2  
3 below.

4 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4  
5 below.

6 1.42. “Released Parties” means: Defendants and all their present and former parent companies,  
7 subsidiaries, divisions, related or affiliated companies, shareholders, members, representatives,  
8 officers, directors, employees, agents, attorneys, insurers, landlords, licensees, lessors, insurers,  
9 reinsurers, predecessors, successors, transferees, heirs, executors, administrators, and assigns,  
10 and any individual or entity which could be liable for any of the Released Claims, and  
11 Defendants’ counsel of record in the Action.

12 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be  
13 excluded from the Class Settlement signed by the Class Member.

14 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to  
15 Class Members and Aggrieved Employees and shall be the last date on which Class Members  
16 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail  
17 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after  
18 having been returned undeliverable to the Administrator shall have an additional 15 days beyond  
19 the Response Deadline has expired.

20 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the  
21 Judgment.

22 1.46. “Workweek” means any week during which a Class Member was employed by and  
23 worked for the Defendants in a non-exempt, hourly position during the Class Period in California,  
24 based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

## 25 **2. RECITALS**

26 2.1. On February 16, 2023, Plaintiff commenced this Action by filing a Complaint alleging  
27 causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay  
28 minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure

1 to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon  
2 separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages; (8)  
3 violation of Labor Code § 227.3; (9) failure to provide suitable seating; and (10) engaging in  
4 unfair competition (the “Class Action”).

5 2.2. On April 26, 2023, when 65 days passed without any communication from the LWDA,  
6 Plaintiff filed a separate representative action under PAGA in the Superior Court of California  
7 for the County of Los Angeles, entitled as *Jimenez v. Route 66 Post Acute LLC, et. al.*, Case  
8 Number 23STCV09315, for civil penalties under Labor Code sections 210, 226.3, 558, 1174.5,  
9 1197.1 and 2699 in connection with the allegations made in the PAGA Notice (the “PAGA  
10 Action”).

11 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to  
12 Defendants and the LWDA by sending the PAGA Notice.

13 2.4. On August 8, 2023, the parties participated in an all-day mediation presided over by Hon.  
14 Carl West, Esq. While it did not settle that day, the information shared therein subsequently led  
15 to this Agreement to settle the Action.

16 2.5. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll  
17 records for approximately 40% of the putative class members from February 16, 2019 to the date  
18 of mediation; (2) class data points, including average rates of pay and total number of hours  
19 worked during the Class Period, the number of terminated/separated Class Members in the  
20 waiting time penalty period, the number of current and former aggrieved employees, the number  
21 of hours worked and number of pay periods in the wage statement/PAGA Period; (3) Defendants’  
22 policy documents; and (4) the employee handbook. Plaintiff’s investigation was sufficient to  
23 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.  
24 App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-  
25 130 (Dunk/Kullar).

26 2.6. As part of the Settlement, the Parties agree to stipulate to Plaintiff filing an amended  
27 complaint in the Class Action that effectively consolidates the allegations of the Class Action  
28 and the PAGA Action within the Class Action for the purpose of settlement approval. Upon the

1 acceptance of the filing of the amended complaint, Plaintiff shall dismiss the PAGA Action  
2 without prejudice.

3 2.7. The Court has not granted class certification.

4 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
5 other pending matter or action asserting claims that will be extinguished or affected by the  
6 Settlement.

7 **3. MONETARY TERMS**

8 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
9 Defendants promise to pay \$200,000.00 as the Gross Settlement Amount, unless escalated  
10 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll  
11 taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no  
12 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated  
13 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement  
14 Amount without asking or requiring Participating Class Members or Aggrieved Employees to  
15 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to  
16 Defendants.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct  
18 the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
19 in the Final Approval:

20 3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative or  
21 named plaintiff of not more than \$7,500.00, in addition to any Individual Class Payment  
22 and any Individual PAGA Payment the Class Representative or named plaintiff is  
23 entitled to receive as a Participating Class Member. Defendants will not oppose  
24 Plaintiff's request for a Class Representative Service Payment that does not exceed this  
25 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation  
26 Expenses Payment, Plaintiff will endeavor to seek Court approval for any Class  
27 Representative Service Payments no later than 16 court days prior to the Final Approval  
28 Hearing. If the Court approves a Class Representative Service Payment less than the

1 amount requested, the Administrator will retain the remainder in the Net Settlement  
2 Amount. The Administrator will pay the Class Representative Service Payment using  
3 IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes  
4 owed on the Class Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which,  
6 unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to  
7 be \$70,000.00 and a Class Counsel Litigation Expenses Payment of not more than  
8 \$20,000.00. Defendants will not oppose requests for these payments provided that do  
9 not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion  
10 for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the  
11 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a  
12 Class Counsel Litigation Expenses Payment less than the amounts requested, the  
13 Administrator will allocate the remainder to the Net Settlement Amount. Released  
14 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising  
15 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel  
16 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees  
17 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.  
18 Class Counsel assumes full responsibility and liability for taxes owed on the Class  
19 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds  
20 Defendants harmless, and indemnifies Defendants, from any dispute or controversy  
21 regarding any division or sharing of any of these Payments. There will be no additional  
22 charge of any kind to either the Settlement Class Members or request for additional  
23 consideration from Defendants for such work unless, Defendants materially breach this  
24 Agreement, including any term regarding funding, and further efforts are necessary from  
25 Class Counsel to remedy said breach, including, without limitation, moving the Court  
26 to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation  
27 costs and expenses in amounts that are less than the amounts provided for herein, then  
28 the unapproved portion(s) shall be a part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
2 \$8,890.00 except for a showing of good cause and as approved by the Court. To the  
3 extent the Administration Expenses are less than, or the Court approves payment less  
4 than, \$8,890.00, the Administrator will retain the remainder in the Net Settlement  
5 Amount.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by  
7 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by  
8 all Participating Class Members during the Class Period and (b) multiplying the result  
9 by each Participating Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
11 Class Member's Individual Class Payment will be allocated to settlement of  
12 wage claims (the "Wage Portion"). The Wage Portions are subject to tax  
13 withholding and will be reported on an IRS W-2 Form. The 80% of each  
14 Participating Class Member's Individual Class Payment will be allocated to  
15 settlement of claims for interest and penalties (the "Non-Wage Portion"). The  
16 Non-Wage Portions are not subject to wage withholdings and will be reported  
17 on IRS 1099 Forms. Participating Class Members assume full responsibility and  
18 liability for any employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
20 Class Payments. Non-Participating Class Members will not receive any  
21 Individual Class Payments. The Administrator will retain amounts equal to their  
22 Individual Class Payments in the Net Settlement Amount for distribution to  
23 Participating Class Members on a pro rata basis.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
25 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)  
26 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual  
27 PAGA Payments.

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1                   3.2.5.1.     The Administrator will calculate each Individual PAGA  
2                   Payment by (a) dividing the amount of the Aggrieved Employees' 25% share  
3                   of PAGA Penalties (\$2,500.00) by the total number of PAGA Period Pay  
4                   Periods worked by all Aggrieved Employees during the PAGA Period and (b)  
5                   multiplying the result by each Aggrieved Employee's PAGA Period Pay  
6                   Periods. Aggrieved Employees assume full responsibility and liability for any  
7                   taxes owed on their Individual PAGA Payment.

8                   3.2.5.2.     If the Court approves PAGA Penalties of less than the  
9                   amount requested, the Administrator will allocate the remainder to the Net  
10                  Settlement Amount. The Administrator will report the Individual PAGA  
11                  Payments on IRS 1099 Forms.

12                  **4.     SETTLEMENT FUNDING AND PAYMENTS**

13 4.1.     Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records  
14 to September 8, 2023 (the date of mediation), Defendants estimated there were approximately  
15 309 Class Members who collectively worked about 12,513 Workweeks, and approximately 248  
16 Aggrieved Employees who worked about 3,517 PAGA Pay Periods.

17 4.2.     Class Data. Not later than 7 days after the Court grants Preliminary Approval of the  
18 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the  
19 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
20 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes  
21 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
22 employees who need access to the Class Data to effect and perform under this Agreement.  
23 Defendants have continuing duties to immediately notify Class Counsel if it discovers that the  
24 Class Data omitted class member identifying information and to provide corrected or updated  
25 Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
26 Defendants must send the Class Data to the Administrator, the Parties and their counsel will  
27 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
28 to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement  
2 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by  
3 transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the  
5 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,  
6 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
7 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and  
8 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,  
9 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment  
10 shall not precede disbursement of Individual Class Payments and the Individual PAGA  
11 Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
13 Individual PAGA Payments and send them to the Class Members via First Class U.S.  
14 Mail, postage prepaid. The face of each check shall prominently state the date (not less  
15 than 180 days after the date of mailing) when the check will be voided. The  
16 Administrator will cancel all checks not cashed by the void date. The Administrator will  
17 send checks for Individual Settlement Payments to all Participating Class Members  
18 (including those for whom Class Notice was returned undelivered). The Administrator  
19 will send checks for Individual PAGA Payments to all Aggrieved Employees including  
20 Non-Participating Class Members who qualify as Aggrieved Employees (including  
21 those for whom Class Notice was returned undelivered). The Administrator may send  
22 Participating Class Members a single check combining the Individual Class Payment  
23 and the Individual PAGA Payment. Before mailing any checks, the Settlement  
24 Administrator must update the recipients' mailing addresses using the National Change  
25 of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other  
27 Class Members whose checks are returned undelivered without USPS forwarding  
28 address. Within 7 days of receiving a returned check the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained through  
2 the Class Member Address Search. The Administrator need not take further steps to  
3 deliver checks to Class Members whose re-mailed checks are returned as undelivered.  
4 The Administrator shall promptly send a replacement check to any Class Member whose  
5 original check was lost or misplaced, requested by the Class Member prior to the void  
6 date.

7 4.4.3. Participating Class Members will receive an Individual Settlement Payment.  
8 Individual Settlement Payment checks shall remain valid and negotiable for one  
9 hundred and eighty (180) calendar days after the date of their issuance. Thereafter,  
10 checks for such payments shall be canceled and funds associated with such checks shall  
11 be transmitted to the California Controller's Office, Unclaimed Property Fund.

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
13 not obligate Defendants to confer any additional benefits or make any additional  
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
15 specified in this Agreement.

## 16 **5. RELEASE OF CLAIMS**

17 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,  
18 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all  
19 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,  
20 Class Members, and Class Counsel will release claims against all Released Parties as follows:

21 5.1. Plaintiff's Release. Plaintiff and their respective former and present spouses, family  
22 members, executors, representatives, agents, attorneys, heirs, administrators, successors and  
23 assigns generally release and discharge Released Parties from all claims, transactions or  
24 occurrences including, but not limited to: (a) all claims that were or reasonably could have been  
25 alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that  
26 were or reasonably could have been alleged based on facts contained in the Operative Complaint,  
27 Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 and 5.4 below  
28 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce

1 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,  
2 social security benefits, workers' compensation benefits that arose at any time, or based on  
3 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or  
4 law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true  
5 but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
6 notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
8 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the  
9 provisions, rights and benefits, if any, of section 1542 of the California Civil Code,  
10 which reads:

11 A general release does not extend to claims that the creditor or releasing party does not  
12 know or suspect to exist in his or her favor at the time of executing the release, and that  
13 if known by him or her would have materially affected his or her settlement with the  
14 debtor or Released Party.

15 5.2. Release by Participating Class Members: For the duration of the Class Period, all  
16 Participating Class Members, on behalf of themselves and their respective former and present  
17 representatives, family members, executors, representatives, agents, attorneys, heirs,  
18 administrators, successors and assigns, release Released Parties from all claims that were alleged  
19 or reasonably could have been alleged based on the facts stated in the Operative Complaint  
20 including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay  
21 minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu  
22 thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all  
23 claims for failure to pay all wages due upon separation; (6) all claims for failure to provide  
24 accurate wage statements; (7) all claims for failure to timely pay wages; (8) all claims for violation  
25 of Labor Code §227.3; (9) all claims for failure to provide suitable seating; (10) all claims asserted  
26 through California Business & Professions Code section 17200, *et seq.*, arising out of the Labor  
27 Code violations referenced in the Operative Complaint.

28 ///

1 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not  
2 release any other claims, including claims for vested benefits, wrongful termination, violation of  
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved  
6 Employees are deemed to release, on behalf of themselves and their respective former and present  
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been  
9 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA  
10 Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558,  
11 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor  
12 Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432,  
13 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, 2810.3 and 2810.5, among others.

14 **6. AMENDMENT OF PLEADINGS AND MOTION FOR PRELIMINARY**  
15 **APPROVAL OF SETTLEMENT**

16 6.1. The Parties hereby stipulate to filing of a First Amended Complaint in the Class Action  
17 that includes all of the allegations in the PAGA Action. If and when the First Amended Complaint  
18 is filed, Plaintiff will dismiss the PAGA Action without prejudice, thereby effectively  
19 consolidating all allegations in the PAGA Action into the Class Action. In the event the Court  
20 does not grant final approval of this Settlement, Plaintiff will be permitted to separately file the  
21 PAGA Action without prejudice and the filing shall relate back to the original filing date of the  
22 PAGA Action. The amended complaint shall be the "Operative Complaint."

23 6.2. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion  
24 for Preliminary Approval") that complies with the Court's current checklist for Preliminary  
25 Approvals.

26 6.3. Defendants' Declaration in Support of Preliminary Approval. Because funds from  
27 uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property  
28 Fund, Defendants and Defendants' counsel have no obligation to provide declarations disclosing

1 any facts relevant to any actual or potential conflicts with a “*cy pres* recipient.”

2 6.4. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense  
3 Counsel prior to filing all documents necessary for obtaining Preliminary Approval, including:  
4 (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval  
5 that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the  
6 PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order  
7 Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class  
8 Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for  
9 administering the Settlement and attesting to its willingness to serve; competency; operative  
10 procedures for protecting the security of Class Data; amounts of insurance coverage for any data  
11 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential  
12 conflicts of interest with Class Members; and the nature and extent of any financial relationship  
13 with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff  
14 confirming willingness and competency to serve and disclosing all facts relevant to any actual or  
15 potential conflicts of interest with Class Members; (v) a signed declaration from each Class  
16 Counsel firm attesting to its competency to represent the Class Members; its timely transmission  
17 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section  
18 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement  
19 (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties’ Agreement showing  
20 all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts  
21 relevant to any actual or potential conflict of interest with Class Members and the Administrator.  
22 In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware  
23 of any other pending matter or action asserting claims that will be extinguished or adversely  
24 affected by the Settlement.

25 6.5. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
26 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full  
27 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
28 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary

1 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the  
2 Administrator.

3 6.6. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
6 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
7 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by  
9 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the  
10 Court’s concerns.

11 **7. SETTLEMENT ADMINISTRATION**

12 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the  
13 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this  
14 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
15 payment of Administration Expenses. The Parties and their Counsel represent that they have no  
16 interest or relationship, financial or otherwise, with the Administrator other than a professional  
17 relationship arising out of prior experiences administering settlements.

18 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
19 Identification Number for purposes of calculating payroll tax withholdings and providing reports  
20 to state and federal tax authorities.

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
22 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section  
23 468B-1.

24 7.4. Notice to Class Members

25 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
26 Administrator shall notify Class Counsel that the list has been received and state the  
27 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class  
28 Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14  
2 days after receiving the Class Data, the Administrator will send to all Class Members  
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,  
4 the Class Notice with Spanish translation, substantially in the form attached to this  
5 Agreement as Exhibit “A.” The first page of the Class Notice shall prominently estimate  
6 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment  
7 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if  
8 applicable) used to calculate these amounts. Before mailing Class Notices, the  
9 Administrator shall update Class Members’ addresses using the National Change of  
10 Address database.

11 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
12 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
13 using any forwarding address provided by the USPS. If the USPS does not provide a  
14 forwarding address, the Administrator shall conduct a Class Member Address Search,  
15 and re-mail the Class Notice to the most current address obtained. The Administrator  
16 has no obligation to make further attempts to locate or send Class Notice to Class  
17 Members whose Class Notice is returned by the USPS a second time.

18 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks  
19 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days  
20 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose  
21 notice is re-mailed. The Administrator will inform the Class Member of the extended  
22 deadline with the re-mailed Class Notice.

23 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise  
24 discovers any persons who believe they should have been included in the Class Data  
25 and should have received Class Notice, the Parties will expeditiously meet and confer  
26 in person or by telephone and in good faith, in an effort to agree on whether to include  
27 them as Class Members. If the Parties agree, such persons will be Class Members  
28 entitled to the same rights as other Class Members, and the Administrator will send, via

1 email or overnight delivery, a Class Notice requiring them to exercise options under this  
2 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in  
3 the Class Notice, which ever are later.

4 **7.5. Requests for Exclusion (Opt-Outs).**

5 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
6 Settlement must send the Administrator, by fax, email or mail, a signed written Request  
7 for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus  
8 an additional 15 days for Class Members whose Class Notice is re-mailed). A Request  
9 for Exclusion is a letter from a Class Member or his/her representative that reasonably  
10 communicates the Class Member's election to be excluded from the Settlement and  
11 includes the Class Member's name, address and email address or telephone number. To  
12 be valid, a Request for Exclusion must be timely faxed, emailed or postmarked by the  
13 Response Deadline.

14 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
15 fails to contain all the information specified in the Class Notice. The Administrator shall  
16 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain  
17 the identity of the person as a Class Member and the Class Member's desire to be  
18 excluded. The Administrator's determination shall be final and not appealable or  
19 otherwise susceptible to challenge. If the Administrator has reason to question the  
20 authenticity of a Request for Exclusion, the Administrator may demand additional proof  
21 of the Class Member's identity. The Administrator's determination of authenticity shall  
22 be final and not appealable or otherwise susceptible to challenge.

23 7.5.3. Every Class Member who does not submit a timely and valid Request for  
24 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled  
25 to all benefits and bound by all terms and conditions of the Settlement, including the  
26 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,  
27 regardless whether the Participating Class Member actually receives the Class Notice  
28 or objects to the Settlement.

1           7.5.4.       Every Class Member who submits a valid and timely Request for Exclusion is a  
2           Non-Participating Class Member and shall not receive an Individual Class Payment or  
3           have the right to object to the class action components of the Settlement. Because future  
4           PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-  
5           Participating Class Members who are Aggrieved Employees are deemed to release the  
6           claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual  
7           PAGA Payment.

8           7.6.       Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after  
9           the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
10          Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods  
11          (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the  
12          allocation by communicating with the Administrator via fax, email, or mail. The Administrator  
13          must encourage the challenging Class Member to submit supporting documentation. In the  
14          absence of any contrary documentation, the Administrator is entitled to presume that the  
15          Workweeks contained in the Class Notice are correct so long as they are consistent with the Class  
16          Data. The Administrator's determination of each Class Member's allocation of Workweeks  
17          and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The  
18          Administrator shall promptly provide copies of all challenges to calculation of Workweeks  
19          and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
20          the challenges.

21           7.7.       Objections to Settlement

22           7.7.1.       Only Participating Class Members may object to the class action components of  
23           the Settlement and/or this Agreement, including contesting the fairness of the  
24           Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
25           Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

26           7.7.2.       Participating Class Members may send written objections to the Administrator, by  
27           fax, email or mail. In the alternative, Participating Class Members may appear in Court  
28           (or hire an attorney to appear in Court) to present verbal objections at the Final Approval

1 Hearing. A Participating Class Member who elects to send a written objection to the  
2 Administrator must do so not later than 45 days after the Administrator’s mailing of the  
3 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-  
4 mailed).

5 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
6 components of the Settlement.

7 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
8 performed or observed by the Administrator contained in this Agreement or otherwise.

9 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain  
10 and use an internet website to post information of interest to Class Members, including  
11 the date, time and location for the Final Approval Hearing and copies of the Settlement  
12 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
13 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,  
14 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,  
15 the Final Approval and the Judgment. The Administrator will also maintain and monitor  
16 an email address and a toll-free telephone number to receive Class Member calls, faxes  
17 and emails.

18 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
19 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
20 Not later than 5 days after the expiration of the deadline for submitting Requests for  
21 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel  
22 containing (a) the names and other identifying information of Class Members who have  
23 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and  
24 other identifying information of Class Members who have submitted invalid Requests  
25 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted  
26 (whether valid or invalid).

27 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
28 reports to Class Counsel and Defense Counsel that, among other things, tally the number

1 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
2 Exclusion (whether valid or invalid) received, objections received, challenges to  
3 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
4 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The  
5 Weekly Reports must include/provide the Administrator’s assessment of the validity of  
6 Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
7 received.

8 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
9 address and make final decisions consistent with the terms of this Agreement on all  
10 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The  
11 Administrator’s decision shall be final and not appealable or otherwise susceptible to  
12 challenge.

13 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file  
14 the Motion for Final Approval of the Settlement, the Administrator will provide to Class  
15 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its  
16 due diligence and compliance with all of its obligations under this Agreement,  
17 including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
18 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total  
19 number of Requests for Exclusion from Settlement it received (both valid or invalid),  
20 the number of written objections and attach the Exclusion List. The Administrator will  
21 supplement its declaration as needed or requested by the Parties and/or the Court. Class  
22 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

23 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator  
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
25 Class Counsel and Defense Counsel with a final report detailing its disbursements by  
26 employee identification number only of all payments made under this Agreement. At  
27 least 7 days before any deadline set by the Court, the Administrator will prepare, and  
28 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in

1 Court attesting to its disbursement of all payments required under this Agreement. Class  
2 Counsel is responsible for filing the Administrator's declaration in Court.

3 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

4 Based on its records, Defendants estimate that, as of the date of this Settlement  
5 Agreement, (1) there are approximately 309 Class Members and no more than 12,513 Total  
6 Workweeks during the Class Period and (2) there were approximately 214 Aggrieved Employees  
7 who worked 3,542 Pay Periods during the PAGA Period.

8 8.1. Increase in Workweeks. Defendants represent that there are no more than approximately  
9 12,513 Workweeks worked from February 23, 2021 through September 8, 2023. In the event the  
10 number of Workweeks worked during the Class Period increases by more than 10%, or an  
11 additional 1,252 Workweeks, then Defendants shall, in its sole discretion, have the option to  
12 either: (1) de-escalate the Settlement so that the Class Period ends on the date that the Workweek  
13 count totals 13,764; or (2) permit the GFV to be increased proportionally by the Workweeks in  
14 excess of 13,764 Workweeks multiplied by the per workweek value. The Workweek Value shall  
15 be calculated by dividing the GFV by 12,513. The Parties agree that the Workweek Value  
16 amounts to \$15.98 per Workweek ( $\$200,000 / 12,513$  Workweeks). Thus, for example, should  
17 there be 14,000 Workweeks in the Class Period, then the GFV shall be increased by \$3,771.28  
18 ( $14,000$  Workweeks –  $13,764$  Workweeks x  $\$15.98/\text{Workweek}$ .)

19 **9. MOTION FOR FINAL APPROVAL OF SETTLEMENT**

20 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for  
21 final approval of the Settlement that includes a request for approval of the PAGA settlement  
22 under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed  
23 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts  
24 of these documents to Defense Counsel for review at least three (3) business days prior to filing  
25 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and  
26 confer in person or by telephone, and in good faith, to resolve any disagreements concerning the  
27 Motion for Final Approval.

28 ///

1 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by  
2 a Participating Class Member, including the right to file responsive documents in Court no later  
3 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the  
4 Court.

5 9.2. Duty to Cooperate. If the Court does not grant Final Approval, conditions Final Approval  
6 on any material change to the Settlement (including, but not limited to, the scope of release to be  
7 granted by Class Members) or if the Settlement is terminated by either Party in accordance with  
8 this Settlement Agreement, the Parties will request that the Court reopens the proceedings within  
9 14 days. Notwithstanding the foregoing, the Parties agree to expeditiously work together in good  
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final  
11 Approval. The Court's decision to award less than the amounts requested for the Class  
12 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
13 Expenses Payment and Administrator Expenses Payment shall not constitute a material  
14 modification to the Agreement within the meaning of this paragraph.

15 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
16 Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of  
17 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,  
18 and (iii) addressing such post-Judgment matters as are permitted by law.

19 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
20 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
21 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
22 respective counsel, and all Participating Class Members who did not object to the Settlement as  
23 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
25 for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver  
26 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the  
27 Parties' obligations to perform under this Agreement will be suspended until such time as the  
28 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect

1 the amount of the Net Settlement Amount.

2 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
3 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
4 modification of this Agreement (including, but not limited to, the scope of release to be granted  
5 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
6 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
7 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
8 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
9 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
10 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
11 as long as the Gross Settlement Amount remains unchanged.

12 **10. AMENDED JUDGMENT**

13 If any amended judgment is required under Code of Civil Procedure section 384, the  
14 Parties will work together in good faith to jointly submit a proposed amended judgment.

15 **11. ADDITIONAL PROVISIONS**

16 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
17 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
18 Nothing in this Agreement is intended or should be construed as an admission by Defendants  
19 that any of the allegations in the Operative Complaint have merit or that Defendants have any  
20 liability for any claims asserted; nor should it be intended or construed as an admission by  
21 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class  
22 certification and representative treatment is for purposes of this Settlement only. If, for any reason  
23 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants  
24 reserve the right to contest certification of any class for any reasons, and Defendants reserve all  
25 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class  
26 certification on any grounds available and to contest Defendants' defenses. The Settlement, this  
27 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
28 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the

1 Settlement and this Agreement). Payment of wages does not extend or alter the Class Members'  
2 or Aggrieved Employees' period of employment for any purpose.

3 11.2. Confidentiality. The Class Representative and Class Counsel will not make any public  
4 disclosures of any kind regarding the Settlement or this MOU, including but not limited to  
5 postings on Class Counsel's website and postings on any social media sites/outlets. Class  
6 Counsel will take all steps necessary to ensure the Class Representative is aware of, and will  
7 encourage him to adhere to, the restriction against any public disclosures regarding the Settlement  
8 or this MOU. Class Counsel will not include or use the Settlement for any marketing or  
9 promotional purposes, or for attempting to influence Defendants' business relationships, either  
10 before or after the Motion for Preliminary Approval is filed. Following preliminary approval of  
11 the Settlement, the Class Representative and Class Counsel will not initiate any communications  
12 with the media or third parties. If contacted by the media or third parties (except for Class  
13 Members and the Settlement Administrator), the Class Representative and Class Counsel will  
14 only discuss information publicly available. Class Counsel will take all steps necessary to ensure  
15 the Class Representative is aware of, and will encourage her to adhere to, the restriction against  
16 initiating any media comment. Class Counsel further agrees not to use the Settlement or any of  
17 its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel  
18 from including publicly available information regarding this settlement in future judicial  
19 submissions regarding Class Counsel's qualifications and experience.

20 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
21 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's  
23 ability to communicate with Class Members in accordance with Class Counsel's ethical  
24 obligations owed to Class Members.

25 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
26 together with its attached exhibits shall constitute the entire agreement between the Parties  
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants or  
28 inducements made to or by any Party.

1 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
2 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate  
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
4 its terms and to execute any other documents reasonably required to effectuate the terms of this  
5 Agreement including any amendments to this Agreement.

6 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
8 Settlement Agreement, submitting supplemental evidence, and supplementing points and  
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
10 or content of any document necessary to implement the Settlement or on any modification of the  
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
12 assistance of a mediator and/or the Court for resolution.

13 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or  
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
16 action or right released and discharged by the Party in this Settlement.

17 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are  
18 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied  
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
20 Part 10, as amended) or otherwise.

21 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
22 modified, changed, or waived only by an express written instrument signed by all Parties or their  
23 representatives, and approved by the Court.

24 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
25 the benefit of, the successors of each of the Parties.

26 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
27 governed by and interpreted according to the internal laws of the State of California, without  
28 regard to conflict of law principles.

1 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
2 this Agreement. This Agreement will not be construed against any Party on the basis that the  
3 Party was the drafter or participated in the drafting.

4 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
5 during Action and in this Agreement relating to the confidentiality of information shall survive  
6 the execution of this Agreement.

7 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.  
8 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by  
9 Defendants in connection with the mediation, other settlement negotiations or in connection with  
10 the Settlement, may be used only with respect to this Settlement and no other purpose, and may  
11 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall  
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
16 weekend or federal legal holiday, such date or deadline shall be on the first business day  
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
19 by facsimile, electronically (i.e., DocuSign) or email, which, for purposes of this Agreement,  
20 shall be accepted as an original. All executed counterparts and each of them will be deemed to  
21 be one and the same instrument if counsel for the Parties will exchange between themselves  
22 signed counterparts. Any executed counterpart will be admissible in evidence to prove the  
23 existence and contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend  
27 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
28 process.

1 11.19. Severability. In the event that one or more of the provisions contained in this Agreement  
2 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,  
3 illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel  
4 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing  
5 to proceed as if such invalid, illegal or unenforceable provision had never been included in this  
6 Agreement.

7  
8 **IT IS SO AGREED:**

9  
10 *María del Carmen Nolasco Jiménez*

11 María del Carmen Nolasco Jiménez (Mar 12, 2024 18:31 PDT)

12 For Plaintiff, Maria Del Carmen Nolasco  
Jimenez

13 For Defendant, ROUTE 66 POST  
ACUTE LLC

14  
15 \_\_\_\_\_  
For Defendant, Crystal Solarzano

16 *Vedang J. Patel*

17 David D. Bbiyan  
18 Vedang J. Patel  
19 Brandon Chang  
Counsel for Plaintiff, Maria Del Carmen  
Nolasco Jimenez

20 \_\_\_\_\_  
21 Joseph R. Lordan  
22 Sumy Kim  
23 Counsel for Defendants

1 11.19. Severability. In the event that one or more of the provisions contained in this Agreement  
2 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,  
3 illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel  
4 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing  
5 to proceed as if such invalid, illegal or unenforceable provision had never been included in this  
6 Agreement.

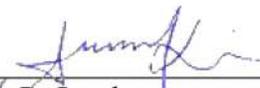
7  
8 **IT IS SO AGREED:**

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12 \_\_\_\_\_  
For Plaintiff, Maria Del Carmen Nolasco  
Jimenez

  
\_\_\_\_\_  
Damian (M) (Mar 7, 2024 09:13 PST)  
For Defendant, ROUTE 66 POST  
ACUTE LLC

  
\_\_\_\_\_  
For Defendant, Crystal Solarzano

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16 \_\_\_\_\_  
David D. Bibiyan  
Vedang J. Patel  
Brandon Chang  
Counsel for Plaintiff, Maria Del Carmen  
19 Nolasco Jimenez

  
\_\_\_\_\_  
Joseph R. Lordan  
Sumy Kim  
Counsel for Defendants