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 9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF SAN BERNARDINO**

12 NANCY VALLE, individually, and on behalf of all
 13 others similarly situated,

14 *Plaintiff,*

15 vs.

16 SHIPMONK, INC., a Delaware corporation;
 17 PARTNERS PERSONNEL – MANAGEMENT
 SERVICES, LLC, a limited liability company; and
 18 DOES 1 through 10, inclusive,

19 *Defendants.*

Case No.: CIVSB2131794

[Honorable Gilbert Ochoa, Department S24]

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

Complaint Filed: November 10, 2021
 Trial Date: Not Set

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JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiffs Nancy Valle, Albert Rueben Fierro, and Johnnie Rodriguez (“Plaintiffs”) and defendants Bedabox, LLC, dba Shipmonk, (“Bedabox”) and Partners Personnel—Management Services, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties” and individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means *Nancy Valle, et al. v. Bedabox, LLC, dba Shipmonk, Inc., et al.*, Case No. CIVSB2131794, Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the Court-approved amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with its “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, in an amount not to exceed \$21,900.00.
- 1.4. “Amended PAGA Notice” means the amended PAGA Notice which Plaintiffs will submit to the LWDA in conjunction with this Settlement to include all of the claims alleged in the Operative Complaint.
- 1.5. “Aggrieved Employee(s)” means all non-exempt employees of Defendants who worked for Bedabox, or at any Bedabox location, in California in the period from November 6, 2020, through the date the Court grants preliminary approval of the Settlement.
- 1.6. “Class” means all non-exempt employees of Bedabox who worked in California at any time from November 10, 2017, through the date the Court grants preliminary approval of the Settlement, excluding those that released any Defendant from the Released Class Claims in a general release of claims or as a result of a settlement reached in any other matter.

- 1 1.7. “Class Counsel” means Moon Law Group, PC.
- 2 1.8. “Class Counsel Fees Payment” means the Court-approved amount allocated to Class
- 3 Counsel, of not more than one-third (33 1/3%) of the Gross Settlement Amount, or
- 4 \$158,333.33, for reimbursement of reasonable attorneys’ fees incurred to prosecute the
- 5 Action.
- 6 1.9. “Class Counsel Litigation Expenses Payment” means the Court-approved amount
- 7 allocated to Class Counsel, of not more than \$23,000.00, for reimbursement of
- 8 reasonable attorneys’ expenses incurred to prosecute the Action.
- 9 1.10. “Class Data” means Class Member identifying information in Defendant Bedabox’s
- 10 possession, including the Class Member’s name, last-known mailing address, Social
- 11 Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 12 Class Data also includes identifying information in Defendant Partners Personnel –
- 13 Management Services, LLC’s possession regarding Aggrieved Employees who were
- 14 employed by Defendant Partners Personnel – Management Services, LLC, including the
- 15 Aggrieved Employee’s name, last-known mailing address, Social Security number, and
- 16 number of PAGA Pay Periods.
- 17 1.11. “Class Member” means a member of the Class, as either a Participating Class Member
- 18 or Non-Participating Class Member, including a Non-Participating Class Member who
- 19 qualifies as an Aggrieved Employee.
- 20 1.12. “Class Member Address Search” means the Administrator’s investigation and search for
- 21 current Class Member mailing addresses using all reasonably available sources,
- 22 methods, and means, including, but not limited to, the National Change of Address
- 23 database, skip traces, and direct contact by the Administrator with Class Members.
- 24 1.13. “Class Notice” means the court-approved Notice of Class Action Settlement and Final
- 25 Approval Hearing to be mailed to Class Members in English and Spanish, substantially
- 26 in the form attached to this Settlement Agreement as **Exhibit A** and incorporated by
- 27 reference therein.
- 28

- 1 1.21. “Employer’s Payroll Taxes” means the employer’s share of California Unemployment
2 Insurance tax, California Employment Training Tax, the Federal Old Age, Survivors,
3 and Disability Insurance Tax, the Federal Medicare Hospital Insurance Tax, and the
4 Federal Unemployment Tax Act Tax owed by Defendants on the wage portion of each
5 Individual Class Payment. Employer’s Payroll Taxes shall not include any employee’s
6 share of payroll taxes.
- 7 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 8 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
9 of the Settlement.
- 10 1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final
11 Approval of the Settlement.
- 12 1.25. “Gross Settlement Amount” means \$475,000.00, which is the total amount Defendants
13 agree to pay under the Settlement Agreement, except as provided in Paragraph 7 below.
14 The Gross Settlement Amount will be used to pay the Individual Class Payments,
15 Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment,
16 Class Counsel Litigation Expenses Payment, Class Representative Service Payments,
17 and Administration Expenses Payment.
- 18 1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of
19 the Net Settlement Amount and calculated as set forth in Section 3.4 of this Agreement.
- 20 1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
21 the PAGA Penalties and calculated as set forth in Section 3.2.4.1 of this Agreement.
- 22 1.28. “Judgment” means the Judgment entered by the Court based upon the Final Approval.
- 23 1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency
24 entitled under Labor Code section 2699(i).
- 25 1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
26 under Labor Code section 2699(i).
- 27
- 28

- 1 1.42. “Preliminary Approval Order” means the proposed Order Granting Preliminary
2 Approval of the Class Settlement and Approval of PAGA Settlement.
- 3 1.43. “Released Class Claims” means the claims being released as described in Paragraph 5.2.
- 4 1.44. “Released PAGA Claims” means the claims being released as described in Paragraph
5 5.3.
- 6 1.45. “Released Parties” means: Defendants and each of their past, present, or future
7 successors and predecessors in interest, subsidiaries, affiliates, parents, and other related
8 entities, and each of their past, present, and future owners, shareholders, founders and
9 members, principals, agents (including, without limitation, any investment bankers,
10 accountants, insurers, reinsurers, auditors, underwriters, attorneys, and any past, present
11 or future officers, directors, and employees), heirs, executors, administrators, and
12 assigns, and all persons acting by, through, under, or in concert with any of them.
- 13 1.46. “Request for Exclusion” means a Class Member’s valid and timely submission of a
14 written request to be excluded from the Class Settlement signed by the Class Member.
- 15 1.47. “Response Deadline” means thirty (30) days after the Administrator mails the Class
16 Notice to Class Members and Aggrieved Employees and shall be the last date on which
17 Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement,
18 or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom
19 Notice Packets are resent after having been returned undeliverable to the Administrator
20 shall have the later of (a) an additional fourteen (14) calendar days from the re-mailing
21 of the Class Notice; or (b) the Response Deadline to submit a Request for Exclusion or
22 an objection to the Settlement.
- 23 1.48. “Settlement” means the disposition of the Action effected by this Agreement and the
24 Judgment.
- 25 1.49. “Workweek” means any week during which a Class Member worked for Defendant
26 Bedabox during the Class Period.
- 27
28

1 **2. RECITALS.**

2 2.1. On November 6, 2021, Plaintiff Nancy Valle submitted and/or sent a timely written
3 notice to Defendants and the LWDA of the Labor Code violations she alleged against
4 Defendants, pursuant to Labor Code section 2699.3(a).

5 2.2. On September 13, 2022, Plaintiffs Nancy Valle, Albert Rueben Fierro, and Johnnie
6 Rodriguez submitted and/or sent a timely written amended notice to Defendants and the
7 LWDA of the Labor Code violations they alleged against Defendants, pursuant to Labor
8 Code section 2699.3(a).

9 2.3. On November 10, 2021, Plaintiff Nancy Valle filed a Class Action Complaint alleging
10 eight causes of action against Defendants for Labor Code and Business and Professions
11 Code violations, commencing this Action.

12 2.4. On May 24, 2022, Plaintiff Nancy Valle filed a First Amended Class and Representative
13 Action Complaint alleging a ninth cause of action against Defendants for Civil Penalties
14 under PAGA.

15 2.5. On December 7, 2022, the Parties filed a Joint Stipulation for Leave to File Second
16 Amended Complaint, and the Court granted an Order thereon. The Order deemed the
17 Second Amended Complaint filed as of December 7, 2022. The Second Amended
18 Complaint named Albert Fierro Reuben and Johnnie Rodriguez as additional class and
19 PAGA representatives.

20 2.6. Prior to mediation, Plaintiffs obtained through extensive informal discovery, in addition
21 to other data, documents, and information, a sample of the time and corresponding
22 payroll records of the Class and the employee handbooks in effect during the Class
23 Period.

24 2.7. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth
25 in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v.*
26 *Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

27 2.8. On August 7, 2023, the Parties participated in a private mediation with well-respected
28 mediator, Steven Rottman, Esq., which led to this Settlement Agreement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below,
3 Defendants promise to pay no more than \$475,000.00, as the Gross Settlement Amount.
4 Defendants shall pay the Employer’s Payroll Taxes separately from, and in addition to,
5 the Gross Settlement Amount. The Gross Settlement Amount is an “all in” maximum
6 amount that shall cover any and all payments and disbursements associated with the
7 Settlement, and Defendants may not be called upon or required to contribute additional
8 monies above the Gross Settlement Amount and the Employer’s Payroll Taxes under
9 any circumstances whatsoever. Except as provided in this Agreement, each Party and
10 Class Member shall bear its, his or her own attorneys’ fees and costs. Defendants shall
11 have no obligation to pay the Gross Settlement Amount or the Employer’s Payroll Taxes
12 unless and until the occurrence of the Effective Date and in accordance with the deadline
13 stated in Paragraph 4.3 of this Agreement.

14 3.1.1. The Administrator will disburse the Gross Settlement Amount without asking or
15 requiring Participating Class Members or Aggrieved Employees to submit any
16 claim as a condition of payment.

17 3.1.2. None of the Gross Settlement Amount will revert to Defendant.

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

21 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
22 Representatives. Defendants will not oppose requests for these payments
23 provided they do not exceed \$10,000.00. As part of the motion for the Class
24 Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
25 Plaintiffs will seek Court approval for any Class Representative Service
26 Payments no later than sixteen (16) court days prior to the Final Approval
27 Hearing. If the Court approves Class Representative Service Payments less than
28 the amounts requested, the difference between the amount requested and that

1 approved by the Court will revert to the Net Settlement Amount for the benefit
2 of the Participating Class Members. The Administrator will report the Class
3 Representative Service Payments using IRS Form 1099. Plaintiffs assume full
4 responsibility and liability for any and all taxes owed on the Class
5 Representative Service Payments, and Plaintiffs hold the Released Parties
6 harmless, and indemnifies the Released Parties, from any dispute or controversy
7 regarding any division, sharing or taxing of any of the Class Representative
8 Service Payments.

9 3.2.2. To Class Counsel: The Class Counsel Fees Payment and the Class Counsel
10 Litigation Expenses Payment. Defendants will not oppose requests for these
11 payments provided they do not exceed these amounts. Plaintiffs and/or Class
12 Counsel will file a motion for Class Counsel Fees Payment and Class Counsel
13 Litigation Expenses Payment no later than sixteen (16) court days prior to the
14 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
15 and/or a Class Counsel Litigation Expenses Payment less than the amounts
16 requested, the difference between the amount requested and that approved by the
17 Court will revert to the Net Settlement Amount for the benefit of the
18 Participating Class Members. Released Parties shall have no liability to Class
19 Counsel or any other Plaintiffs' Counsel arising from any claim to any portion
20 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
21 Payment. The Administrator will report the Class Counsel Fees Payment and
22 Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.
23 Class Counsel assume full responsibility and liability for any and all taxes owed
24 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
25 Payment and hold Released Parties harmless, and indemnifies the Released
26 Parties, from any dispute or controversy regarding any division, sharing, or
27 taxing of any of these Payments.

1 3.2.3. To the Administrator: The Administrator Expenses Payment. If the Court
2 approves payment less than the amount requested, or to the extent the
3 Administration Expense Payment is less than the amount requested, the
4 difference between the amount requested and that approved by the Court will
5 revert to the Net Settlement Amount for the benefit of the Participating Class
6 Members.

7 3.2.4. To the LWDA and Aggrieved Employees: The PAGA Penalties, with 75% of
8 the PAGA Penalties (\$30,000.00) allocated to the LWDA PAGA Payment and
9 25% (\$10,000.00) allocated to the Individual PAGA Payments. If the Court
10 approves PAGA Penalties less than the amount requested, the difference
11 between the amount requested and that approved by the Court will revert to the
12 Net Settlement Amount for the benefit of the Participating Class Members. The
13 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
14 Aggrieved Employees assume full responsibility and liability for any and all
15 taxes owed on their Individual PAGA Payment. The Administrator will calculate
16 each Individual PAGA Payment by (a) dividing the 25% share of the total
17 PAGA Penalties approved by the Court by the total number of PAGA Pay
18 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
19 multiplying the result by the Aggrieved Employee’s PAGA Pay Periods.

20 3.3. Payments from Net Settlement Amount. The Administrator will make and deduct the
21 following payments from the Net Settlement Amount.

22 3.3.1. To Each Participating Class Member: An Individual Class Payment calculated
23 by (a) dividing the Net Settlement Amount by the total number of Workweeks
24 worked by all Participating Class Members during the Class Period and (b)
25 multiplying the result by each Participating Class Member’s Workweeks.

1 3.3.1.1. Tax Allocation of Individual Class Payments. Ten Percent (10%) of each
2 Participating Class Member’s Individual Class Payment will be allocated
3 to settlement of claims for wages (the “Wage Portion”). The Wage
4 Portion is subject to tax withholding and will be reported on an IRS W-2
5 Form. Ninety Percent (90%) of each Participating Class Member’s
6 Individual Class Payment will be allocated to settlement of claims for
7 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion
8 is not subject to wage withholdings and will be reported on IRS 1099
9 Forms. Participating Class Members assume full responsibility and
10 liability for any and all taxes owed on their Individual Class Payment.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its
13 records to date, Defendant Bedabox estimates that, as of June 15, 2023, there are
14 approximately 2,700 Class Members employed during the Class Period. Defendant
15 Bedabox also estimates that there are 2,300 Aggrieved Employees employed directly by
16 Defendant Bedabox during the PAGA Period. Defendant Partners Personnel –
17 Management Services, LLC estimates there are 310 Aggrieved Employees who worked
18 for Defendant Partners Personnel – Management Services, LLC from November 6, 2020
19 to the present and were placed at Defendant Bedabox for a total of 1,212 PAGA Pay
20 Periods from November 6, 2020 to the present.

21 4.2. Class Data. Not later than forty-five (45) days after the Court grants Preliminary
22 Approval of the Settlement, Defendant Bedabox will deliver the Class Data to the
23 Administrator in the form of a Microsoft Excel spreadsheet and Defendant Partners
24 Personnel – Management Services, LLC will also deliver the data regarding its
25 Aggrieved Employees to the Administrator in the form of a Microsoft Excel
26 spreadsheet. To protect Class Members’ and Aggrieved Employees’ privacy rights, the
27 Administrator must maintain the Class Data and data regarding Aggrieved Employees in
28 confidence, use the Class Data and data regarding Aggrieved Employees only for

1 purposes of this Settlement and for no other purpose, and restrict access to the Class
2 Data and data regarding Aggrieved Employees to Administrator employees who need
3 access to the Class Data and data regarding Aggrieved Employees to effect and perform
4 under this Agreement. Defendants have a continuing duty to immediately notify Class
5 Counsel if it discovers that the Class Data or data concerning Aggrieved Employees
6 omitted class member and Aggrieved Employee identifying information and to provide
7 corrected Class Data and data concerning Aggrieved Employees as soon as reasonably
8 feasible. Without any extension of the deadline by which Defendants must send the
9 Class Data and the data concerning Aggrieved Employees to the Administrator, the
10 Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any
11 issues related to missing or omitted Class Data or data concerning the Aggrieved
12 Employees.

13 4.3. Calculation of Payments. No later than seven (7) days after receiving the Class Data and
14 Aggrieved Employee Data, the Administrator shall calculate the Net Settlement Amount
15 and Employer's Payroll Taxes and provide the same to the Parties' counsel for review
16 and approval.

17 4.4. Funding of Gross Settlement Amount. No later than thirty (30) days after the Effective
18 Date, Defendants shall fully fund the Gross Settlement Amount and the amounts
19 necessary to fully pay the Employer's Payroll Taxes by transmitting the funds to the
20 Administrator.

21 4.5. Payments from the Gross Settlement Amount. No later than fourteen (14) days after
22 Defendants fund the Gross Settlement Amount, the Administrator shall mail checks for
23 the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment,
24 Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment, and Class Representative Service Payments.
26 Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses
27 Payment, and Class Representative Service Payments shall not precede disbursement of
28 the Individual Class Payments and Individual PAGA Payments. The Administrator

1 shall simultaneously pay the withholdings, and, if applicable, the Employer's Payroll
2 Taxes, to the applicable authorities with the necessary reports, submitting copies to
3 Defendants' counsel.

4 4.5.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members and Aggrieved
6 Employees via First Class U.S. Mail, postage prepaid. The face of each check
7 shall prominently state the date (not less than 180 days after the date of mailing)
8 when the check will be voided. The Administrator will cancel all checks not
9 cashed by the void date. The Administrator will send checks for Individual
10 Settlement Payments to all Participating Class Members (including those for
11 whom Class Notice was returned undelivered). The Administrator will send
12 checks for Individual PAGA Payments to all Aggrieved Employees including
13 Non-Participating Class Members who qualify as Aggrieved Employees,
14 including those for whom Class Notice was returned undelivered. The
15 Administrator may send Participating Class Members a single check combining
16 the Individual Class Payment and the Individual PAGA Payment. Before
17 mailing any checks, the Settlement Administrator must update the recipients'
18 mailing addresses using the National Change of Address Database.

19 4.5.2. The Administrator shall promptly send a replacement check to any Class
20 Member or Aggrieved Employees whose original check was lost or misplaced if
21 requested by the Class Member or Aggrieved Employee prior to the void date.
22 For any Class Member or Aggrieved Employee whose Individual Class Payment
23 check or Individual PAGA Payment check is uncashed or cancelled by the void
24 date, the Administrator shall transmit such uncashed funds, in the form of a
25 donation, to the Boys & Girls Club of San Bernardino, thereby leaving no
26 "unpaid residue" under California Code of Civil Procedure section 384(b).
27 Therefore, Defendants will not be required to pay any interest on said amount.
28

1 4.5.3. This Settlement is based upon a good faith determination of the Parties to
2 resolve a disputed claim. The Parties have not shifted responsibility of medical
3 treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially
4 since this is strictly a wage and hour case. The Parties resolved this matter in
5 compliance with both state and federal law. The Parties made every effort to
6 adequately protect Medicare's interest and incorporate such into the settlement
7 terms. Plaintiffs warrant that they are not a Medicare beneficiary as of the
8 date of this Agreement. Because neither of the Plaintiffs are a Medicare
9 recipient as of the date of this Agreement, no conditional payments have been
10 made by Medicare.

11 4.5.4. Circular 230 Disclaimer. Each Party to this Settlement (for purposes of this
12 section, the "acknowledging party" and each Party to this Agreement other than
13 the acknowledging party, an "other party") acknowledges and agrees that (1) no
14 provision of this Agreement, and no written communication or disclosure
15 between or among the Parties or their attorneys and other advisers, is or was
16 intended to be, nor shall any such communication or disclosure constitute or be
17 construed or be relied upon as, tax advice within the meaning of United States
18 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
19 acknowledging party (a) has relied exclusively upon his, her, or its own,
20 independent legal and tax counsel for advice (including tax advice) in connection
21 with this Agreement, (b) has not entered into this Agreement based upon the
22 recommendation of any other party or any attorney or advisor to any other party,
23 and (c) is not entitled to rely upon any communication or disclosure by any
24 attorney or adviser to any other party to avoid any tax penalty that may be
25 imposed on the acknowledging party; and (3) no attorney or adviser to any other
26 party has imposed any limitation that protects the confidentiality of any such
27 attorney's or adviser's tax strategies (regardless of whether such limitation is
28 legally binding) upon disclosure by the acknowledging party of the tax treatment

1 or tax structure of any transaction, including any transaction contemplated by
2 this Settlement Agreement.

3 4.5.5. The payment of Individual Class Payments and Individual PAGA Payments
4 shall not obligate Defendants to confer any additional benefits or make any
5 additional payments to Class Members or Aggrieved Employees (such as
6 401(k) contributions or bonuses) beyond those specified in this Agreement.
7 For the avoidance of doubt, amounts paid to Plaintiffs or other Class Members
8 or Aggrieved Employees pursuant to this Settlement Agreement shall be
9 deemed not to be pensionable earnings and shall not have any effect on the
10 eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
11 holiday pay, retirement plans, stock purchase plans, sick leave plans, or any
12 other benefit plan (“Benefit Plan”) of Plaintiffs or Class Members. Rather, it
13 is the Parties’ intention that this Agreement will not affect, increase, or
14 decrease any rights, contributions, or amounts to which any Class Members
15 may be entitled under any Benefit Plan independently of the Settlement. All
16 amounts paid to Class Members and/or Aggrieved Employees pursuant to the
17 Settlement shall be deemed to be paid to such Class Members or Aggrieved
18 Employees solely in the year in which such payments are sent to them. It is
19 expressly understood and agreed that the receipt of Individual Class Payments
20 and Individual PAGA Payments or any other amounts paid under this
21 Settlement will not entitle any Class Member or Aggrieved Employee to
22 additional compensation or benefits under any Benefit Plans, nor will it entitle
23 any Class Member to any increased retirement, 401K benefits or matching
24 benefits, or deferred compensation benefits. It is the intent of this Agreement
25 that the Individual Class Payments and Individual PAGA Payments provided
26 for in this Agreement are the sole payments to be made by Defendants to the
27 Participating Class Members (other than the Class Representative Service
28 Payments made to Plaintiffs), and that the Participating Class Members and
Aggrieved Employees are not entitled to any new or additional compensation

1 or benefits as a result of having received the individual settlement awards
2 (notwithstanding any contrary language or agreement in any benefit or
3 compensation plan document that might have been in effect during the period
4 covered by this Agreement).

5 **5. RELEASES OF CLAIMS.** Plaintiffs’ Release, Participating Class Members’ Release, and
6 Aggrieved Employees’ Release will be effective on the date Defendants fully fund the Gross
7 Settlement Amount and the Employer’s Payroll Taxes. Plaintiffs, Participating Class Members,
8 Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

9 5.1. Plaintiffs’ Release. Upon the Effective Date, in addition to the claims being released by
10 all Participating Class Members and Aggrieved Employees, and as a condition of
11 receiving the Class Representative Service Payments, Plaintiffs and their respective
12 former and present spouses, representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns generally, release and discharge Released Parties from any and
14 all claims, demands, rights, liabilities, obligations, guarantees, penalties, costs, expenses,
15 attorneys’ fees, damages, liquidated damages, actions, causes of action, transactions, or
16 occurrences of any kind or nature, whether known or unknown, contingent or accrued, of
17 every nature and description that occurred at any time up to and through the Effective
18 Date (“Plaintiffs’ Release”).

19 5.1.1. Plaintiffs’ Release does not extend to any claims or actions to enforce this
20 Agreement or to any claims for vested benefits, unemployment benefits,
21 disability benefits, social security benefits, or workers’ compensation benefits
22 that arose at any time.

23 5.1.2. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or
24 in addition to, the facts or law that Plaintiffs now knows or believes to be true but
25 agrees, nonetheless, that Plaintiffs’ Release shall be and remain effective in all
26 respects, notwithstanding such different or additional facts or Plaintiffs’
27 discovery of them.
28

1 5.1.3. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the
3 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
4 Code, which reads:

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

10 5.2 Participating Class Members’ Release: All Participating Class Members, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, release Released Parties, excluding
13 Defendant Partners Personnel—Management Services, LLC, from (i) all claims during
14 the Class Period that were alleged, or which could have been asserted based on the facts,
15 circumstances, or claims asserted in the Operative Complaint or Amended PAGA
16 Notice, including but not limited to, any and all claims involving any alleged (a) failure
17 to pay all minimum wages; (b) failure to pay overtime compensation; (c) failure to
18 provide meal periods, or premium pay for non-compliant meal periods; (d) failure to
19 authorize and permit rest periods, or premium pay for non-compliant rest periods; (e)
20 failure to issue accurate, itemized wage statements and maintain payroll records; (f)
21 failure to pay all wages due upon separation of employment; (g) failure to reimburse
22 necessary business expenses; (h) failure to properly calculate or pay the regular rate of
23 pay; (i) failure to adopt a compliant alternative workweek schedule; (j) all claims under
24 California Business and Professions Code sections 17200 for unfair business practices
25 that could have been premised on the facts, claims, causes of action or legal theories
26 described above; (k) violation of or claims under the following sections of the California
27 Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174,
28 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (l) violation of the California
Industrial Wage Orders that could have been premised on the facts, claims, causes of
action or legal theories described above, as well as any potential penalties, interest or

attorneys’ fees associated with all of such causes of action under California law.

5.3 Aggrieved Employees’ Release: All Aggrieved Employees (regardless of whether they opt out of the Agreement) shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all civil penalties under PAGA arising during the PAGA Period based on the facts or claims alleged, or which could have been asserted based on the facts, circumstances, or claims asserted in, the Operative Complaint or Amended PAGA Notice.

6. SETTLEMENT ADMINISTRATION.

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

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

6.3. Notice to Class Members.

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

6.3.2. No later than fourteen (14) days after receiving the Class Data, and using best efforts to perform as soon as possible, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the

1 form attached to this Agreement as **Exhibit A**. The first page of the Class Notice
2 shall prominently estimate the dollar amounts of any Individual Class Payment
3 and/or Individual PAGA Payment payable to the Class Member, and the number
4 of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
5 mailing Class Notices, the Administrator shall update Class Member addresses
6 using the National Change of Address database.

7 6.3.3. Not later than three (3) business days after its receipt of any Class Notice
8 returned by the USPS as undelivered, the Administrator shall re-mail the Class
9 Notice: (1) using any forwarding address provided by USPS; or (2) if USPS does
10 not provide a forwarding address, the Administrator shall conduct a Class
11 Member Address Search, and re-mail the Class Notice to the most current
12 address obtained. The Administrator has no obligation to make further attempts
13 to locate or send Class Notice to Class Members whose Class Notice is returned
14 by USPS a second time.

15 6.3.4. The deadlines for Class Members' written objections, Challenges to Workweeks
16 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
17 additional fourteen (14) days beyond the forty-five (45) days otherwise provided
18 in the Class Notice for all Class Members whose notice is re-mailed. The
19 Administrator will inform the Class Member of the extended deadline with the
20 re-mailed Class Notice.

21 6.3.5. If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted
22 by or otherwise discovers any persons who believe they should have been
23 included in the Class Data and should have received Class Notice, the Parties will
24 expeditiously meet and confer in person or by telephone, and in good faith, in an
25 effort to agree on whether to include them as Class Members. If the Parties agree,
26 such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a
28 Class Notice requiring them to exercise options under this Agreement not later

1 than fourteen (14) days after receipt of Class Notice, or the deadline dates in the
2 Class Notice, which ever date is later.

3 6.4. Requests for Exclusion (Opt-Outs).

4 6.4.1. Class Members who wish to exclude themselves from the Class Settlement must
5 send the Administrator, by fax, email, or mail, a signed written Request for
6 Exclusion no later than forty-five (45) days after the Administrator mails the
7 Class Notice (plus an additional fourteen (14) days for Class Members whose
8 Class Notice is re-mailed).

9 6.4.2. In order to be valid, the Request for Exclusion must include (1) the name,
10 address, telephone number, and the last four digits of the Social Security number
11 of the Class Member; (2) contain a statement that the Class Member wishes to be
12 excluded from the Settlement; and (3) be signed by the Class Member. If the
13 Request for Exclusion does not contain the information listed in (1)-(3), it will
14 not be deemed valid for exclusion from the Settlement, except a Request for
15 Exclusion not containing a Class Member's telephone number and/or last four
16 digits of the Social Security number will be deemed valid. If a Class Member's
17 Request for Exclusion is defective as to the requirements listed herein, that Class
18 Member will be given an opportunity to cure the defect(s). The Administrator
19 will mail the Class Member a cure letter within three (3) business days of
20 receiving the defective submission to advise the Class Member that his, her, or
21 their submission is defective and that the defect must be cured to render the
22 Request for Exclusion valid. The Class Member will have until the later of (a)
23 the Response Deadline or (b) fourteen (14) days from the date of the cure letter,
24 whichever date is later, to postmark or fax a revised Request for Exclusion. If the
25 revised Request for Exclusion is not postmarked or received by fax within that
26 period, it will be deemed untimely. If a Class Member responds to a cure letter
27 by filing a defective Request for Exclusion, then the Settlement Administrator
28 will have no further obligation to give notice of a need to cure and the Request

1 for Exclusion will be deemed invalid. Class Members who fail to submit a valid
2 and timely Request for Exclusion shall be deemed a Participating Class Member
3 whose rights, claims, and obligations are determined, and who is bound, by all
4 terms of the Settlement, including those pertaining to the Released Class Claims,
5 and any Final Judgment entered in this lawsuit if the Settlement is approved by
6 the Court.

7 6.4.3. If the Administrator has reason to question the authenticity of a Request for
8 Exclusion, the Administrator may demand additional proof of the Class
9 Member's identity. The Administrator's determination of authenticity shall be
10 final and not appealable or otherwise susceptible to challenge.

11 6.4.4. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement,
13 entitled to all benefits and bound by all terms and conditions of the Settlement,
14 including the Participating Class Members' Release under Paragraph 5.2 of this
15 Agreement, regardless of whether the Participating Class Member actually
16 receives the Class Notice, objects to the Settlement, or cashes the Individual
17 Class Payment.

18 6.4.5. Every Class Member who submits a valid and timely Request for Exclusion is a
19 Non-Participating Class Member and shall not receive an Individual Class
20 Payment or have the right to object to the class action components of the
21 Settlement. Notwithstanding the foregoing, Non-Participating Class Members
22 who are Aggrieved Employees are deemed to release the claims identified in
23 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA
24 Payment. The PAGA settlement and release provisions will apply to all
25 Aggrieved Employees who were employed by Defendants at any time during the
26 PAGA Period, whether or not they exclude themselves from the class action
27 settlement. For the sake of clarity, Class Members who were employed by
28 Defendants at any time during the PAGA Period shall be entitled to their portion

1 of the PAGA Penalties described above, and will release all PAGA Released
2 Claims, whether they submit a valid and timely Request for Exclusion or not.

3 6.5. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
4 after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
5 Class Members whose Class Notice is re-mailed) to challenge the number of Class
6 Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice.
7 The Class Member may challenge the allocation by communicating with the
8 Administrator via fax, email or mail. The Administrator must require the challenging
9 Class Member to submit supporting documentation. In the absence of any contrary
10 documentation, the Administrator is entitled to presume that the Workweeks contained in
11 the Class Notice are correct so long as they are consistent with the Class Data. The
12 Administrator's determination of each Class Member's allocation of Workweeks and/or
13 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
14 challenge. The Administrator shall promptly provide copies of all challenges to
15 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
16 the Administrator's determination the challenges.

17 6.6. Objections to Settlement.

18 6.6.1. Only Participating Class Members may object to the class action components of
19 the Settlement and/or this Agreement, including contesting the fairness of the
20 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
21 Counsel Litigation Expenses Payment and/or Class Representative Service
22 Payments.

23 6.6.2. Participating Class Members may send written objections to the Administrator,
24 by fax, email, or mail. In the alternative, Participating Class Members may
25 appear in Court (or hire an attorney to appear in Court) to present verbal
26 objections at the Final Approval Hearing. A Participating Class Member who
27 elects to send a written objection to the Administrator must do so not later than
28 forty-five (45) days after the Administrator's mailing of the Class Notice (plus an

1 additional fourteen (14) days for Class Members whose Class Notice was re-
2 mailed). To be valid, any written objection should: (1) contain the objecting Class
3 Member's full name and current address, as well as contact information for any
4 attorney representing the objecting Class Member for purposes of the objection;
5 (2) include all objections and the factual and legal bases for same; (3) include any
6 and all supporting papers, briefs, written evidence, declarations, and/or other
7 evidence; and (4) be postmarked no later than the Response Deadline. Any
8 attorney who will represent an individual objecting to this Settlement who has not
9 filed a written objection must file a notice of appearance with the Court and serve
10 Class Counsel and Defense Counsel no later than the Response Deadline. Class
11 Counsel shall not represent any Class Members with respect to any such
12 objections. Class Members who do not request exclusion may also object to the
13 Settlement by appearing at the Final Approval Hearing.

14 6.6.3. Non-Participating Class Members have no right to object to any of the class
15 action components of the Settlement. If a Class Member timely submits both
16 an objection and Request for Exclusion, or if a Class Member submits a
17 Request for Exclusion and attempts to appear in person at the Final Approval
18 Hearing to object, the Request for Exclusion will be given effect and
19 considered valid, the objection shall be rejected and/or the right to object in
20 person shall be waived, and the Class Member shall not participate in or be
21 bound by the Settlement.

22 6.6.4. The Parties agree to use their best efforts to carry out the terms of this
23 Settlement. At no time shall any of the Parties or their counsel seek to solicit
24 or otherwise encourage Class Members to submit either written objections to
25 the Settlement or Requests for Exclusion from the Settlement, or to appeal
26 from the Court's Final Judgment.

27 6.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1 6.7.1. Website, Email Address and Toll-Free Number. The Administrator will establish
2 and maintain and use an internet website to post information of interest to Class
3 Members including the date, time and location for the Final Approval Hearing
4 and copies of the Settlement Agreement, Motion for Preliminary Approval, the
5 Preliminary Approval, the Class Notice, the Motion for Final Approval, the
6 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
7 Payment, and Class Representative Service Payments, the Final Approval and the
8 Judgment. The Administrator will also maintain and monitor an email address
9 and a toll-free telephone number to receive Class Member calls, faxes and emails.

10 6.7.2. Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that, among other things, tally the
12 number of: Class Notices mailed or re-mailed, Class Notices returned
13 undelivered, Requests for Exclusion (whether valid or invalid) received,
14 objections received, challenges to Workweeks and/or Pay Periods received
15 and/or resolved, and checks mailed for Individual Class Payments and Individual
16 PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
17 the Administrator’s assessment of the validity of Requests for Exclusion and
18 attach copies of all Requests for Exclusion and objections received.

19 6.7.3. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
20 authority to address and make final decisions consistent with the terms of this
21 Agreement on all Class Member challenges over the calculation of Workweeks
22 and/or PAGA Pay Periods. The Administrator’s decision shall be final and
23 binding, subject to review by the Court as needed. The Court’s determination will
24 be binding upon the Class Members and Parties. In the absence of circumstances
25 indicating fraud, manipulation or destruction, Defendants’ records will be given a
26 rebuttable presumption of accuracy. Any disputes not resolved by the
27 Administrator concerning the administration of the Settlement will be resolved by
28 the Court, under the laws of the State of California. Prior to any such

1 involvement of the Court, counsel for the Parties will confer in good faith to
2 resolve the disputes without the necessity of involving the Court.

3 6.7.4. Administrator's Declaration. Not later than fourteen (14) days before the date by
4 which Plaintiff is required to file the Motion for Final Approval of the
5 Settlement, the Administrator will provide to Class Counsel and Defense
6 Counsel, a signed declaration suitable for filing in Court attesting to its due
7 diligence and compliance with all of its obligations under this Agreement,
8 including, but not limited to, its mailing of Class Notice, the Class Notices
9 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
10 Members, the total number of Requests for Exclusion from Settlement it received
11 (both valid or invalid), the number of written objections and attach the Exclusion
12 List. The Administrator will supplement its declaration as needed or requested by
13 the Parties and/or the Court. Class Counsel is responsible for filing the
14 Administrator's declaration(s) in Court.

15 6.7.5. Final Report by Settlement Administrator. Within ten (10) days after the
16 Administrator disburses all funds in the Gross Settlement Amount, the
17 Administrator will provide Class Counsel and Defense Counsel with a final
18 report detailing its disbursements by employee identification number only of all
19 payments made under this Agreement. At least fifteen (15) days before any
20 deadline set by the Court, the Administrator will prepare, and submit to Class
21 Counsel and Defense Counsel, a signed declaration suitable for filing in Court
22 attesting to its disbursement of all payments required under this Agreement. Class
23 Counsel is responsible for filing the Administrator's declaration in Court.

1 **7. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

2 Based on its records, Defendant Bedabox estimates that, as of the date of this Settlement
3 Agreement, there are 2,700 Class Members and 35,000 Total Workweeks during the Class Period. In
4 the event of an increase in Workweeks of more than 10% from original estimate of 35,000, i.e., if the
5 number of Workweeks is 38,501 or more, Defendant Bedabox, in its sole discretion, may elect either (a)
6 to increase the Gross Settlement Amount by the percentage that the actual number of workweeks
7 exceeds 38,500 (e.g., if there was 18% increase in the number of Workweeks during the Class Period,
8 Defendants would agree to increase the Gross Settlement Amount by 8%); or (b) to limit the Class
9 Period, to avoid exceeding 38,500 Workweeks.

10 **8. DEFENDANTS' RIGHT TO WITHDRAW**

11 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of
12 the total of all Class Members, Defendant Bedabox may, but is not obligated to, nullify the Settlement
13 within thirty (30) days after expiration of the Response Deadline. The Parties agree that, if Defendant
14 Bedabox exercises this right to nullify, the Settlement shall be void ab initio, have no force or effect
15 whatsoever, and neither Party will have any further obligation to perform under this Agreement;
16 provided, however, Defendant Bedabox will remain responsible for paying all Settlement
17 Administration Expenses incurred to that point. Defendant Bedabox must notify Class Counsel of its
18 election to nullify the Settlement.

19 **9. MOTIONS FOR PRELIMINARY AND FINAL APPROVAL**

20 Preliminary Approval. Plaintiffs, by way of regularly noticed motion pursuant to California
21 Rule of Court (“CRC”) 3.769(c), will seek Preliminary Approval of the Settlement and an order: (i)
22 appointing Class Counsel, Class Representatives, and the Administrator, (ii) conditionally certifying the
23 Class for settlement purposes only, (iii) preliminary approving the terms of the Settlement, subject to the
24 Court approving the amount of the Class Counsel Fees Payment, Class Counsel Litigation Expenses
25 Payment, Class Representative Service Payments, and Administration Expenses Payment at the final
26 approval / settlement fairness hearing, (iv) scheduling a final approval / settlement fairness hearing, (v)
27 ordering the Parties to administer the Settlement; (vi) approving the Class Notice to be sent to all Class
28 Members; and (vii) enjoining Class Members from filing or prosecuting any claims, suits, or

1 administrative proceedings regarding the Released Class Claims and Released PAGA Claims from the
2 time the Class Notices are mailed to Class Members until such Class Members have filed valid Requests
3 for Exclusion with the Administrator. Class Counsel will be responsible for drafting all documents,
4 pleadings and declarations necessary to obtain Preliminary Approval of the Settlement, including a
5 Proposed Order Granting Preliminary Approval that includes the requisite “recital,” “finding,” and
6 “order” language and adequate information to provide clear instructions to the Administrator, and that
7 attaches the Class Notice. The motion for preliminary approval will attach as exhibits: (i) the
8 Agreement, (ii) the Class Notice; and (iii) proof of submission of the proposed Settlement to the LWDA.
9 The motion for preliminary approval will be supported by admissible evidence, in the form of
10 declarations of Class Counsel, that address the potential value of each claim being settled, the value of
11 other forms of relief, and the allocation of the Individual Settlement Awards between wages and non-
12 wages, all as sufficient to satisfy the standard set forth in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.
13 App. 4th 116 (2008).

14 Final Approval. Not later than sixteen (16) court days before the calendared Final Approval
15 Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request
16 for approval of the PAGA settlement under Labor Code § 2699(l), a Proposed Final Approval Order and
17 Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will
18 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
19 concerning the Motion for Final Approval.

20 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
21 by a Participating Class Member, including the right to file responsive documents in
22 Court no later than five (5) court days prior to the Final Approval Hearing, or as
23 otherwise ordered or accepted by the Court.

24 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the
26 scope of release to be granted by Class Members), the Parties will expeditiously work
27 together in good faith to address the Court’s concerns by revising the Agreement as
28 necessary to obtain Final Approval. The Court’s decision to award less than the amounts

1 requested for the Class Representative Service Payment, Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment, PAGA Penalties, and/or Administration
3 Expenses Payment shall not constitute a material modification to the Agreement within
4 the meaning of this paragraph.

5 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
6 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
7 purposes of (i) interpreting and enforcing this Agreement and/or Judgment, (ii)
8 addressing settlement administration matters, and (iii) addressing such post-Judgment
9 matters as are permitted by law and as may be appropriate under court rules or as set
10 forth in this Agreement. If the Settlement is approved by the Court and not otherwise
11 terminated, the Court will enter a judgment resolving the Action, and bar and
12 permanently enjoin Plaintiffs and all Participating Class Members from participating in
13 any other representative, collective or class action lawsuit against the Released Parties, or
14 any of them, concerning the Released Class Claims or the Released PAGA Claims.

15 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, the Parties, their respective counsel, and all Participating
17 Class Members who did not object to the Settlement as provided in this Agreement,
18 waive all rights to appeal from the Judgment, including all rights to post-judgment and
19 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
20 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
21 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
22 Parties' obligations to perform under this Agreement will be suspended until such time
23 as the appeal is finally resolved and the Judgment becomes final.

24 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
26 material modification of this Agreement (including, but not limited to, the scope of
27 release to be granted by Class Members), this Agreement shall be null and void. The
28 Parties shall nevertheless expeditiously work together in good faith to address the

1 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,
2 on a 50-50 basis, any additional Administration Expenses reasonably incurred after
3 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
4 Class Representative Service Payment or any payments to Class Counsel shall not
5 constitute a material modification of the Judgment within the meaning of this paragraph,
6 as long as the Gross Settlement Amount remains unchanged.

7 **10. AMENDED JUDGMENT.**

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

10 **11. ADDITIONAL PROVISIONS.**

11 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
12 Purposes. This Agreement represents a compromise and settlement of highly disputed
13 claims. Nothing in this Agreement is intended or should be construed as an admission by
14 Defendants that any of the allegations in the Operative Complaint have merit, that
15 Defendants have any liability for any claims asserted, or that class certification is proper
16 under Section 382 of the Code of Civil Procedure; nor should it be intended or construed
17 as an admission by Plaintiffs that Defendants' defenses in the Action have merit. If for
18 any reason this Agreement is not approved or is terminated, in whole or in part, this
19 conditional agreement will be void *ab initio* and inadmissible in this or any other
20 proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
21 are liable to any of the Plaintiffs or any Class Member. The Parties agree that class
22 certification and representative treatment is for purposes of this Settlement only and is
23 not an admission that class action certification is proper under the standards applied to
24 contested certification motions and that this Settlement Agreement will not be
25 admissible. If, for any reason, the Court does not grant Preliminary Approval, Final
26 Approval or enter Judgment, the Parties shall revert to the respective positions they held
27 prior to entering into the Settlement Agreement and Defendants reserve the right to
28 contest certification of any class for any reason and further reserve all available defenses

1 to the claims in the Action, and Plaintiff reserves the right to move for class certification
2 on any grounds available and to contest Defendants' defenses. The Settlement, this
3 Agreement, and Parties' willingness to settle the Action will have no bearing on, and will
4 not be admissible in connection with, any litigation (except for proceedings to enforce or
5 effectuate the Settlement and this Agreement).

6 11.2. Confidentiality. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately
7 agree that they and each of them will not disclose, disseminate and/or publicize, or cause
8 or permit another person to disclose, disseminate or publicize, any of the terms of the
9 Agreement directly or indirectly, specifically or generally, to any person, corporation,
10 association, government agency, or other entity except as necessary to (1) obtain an
11 estimate from the Administrator, (2) seek Preliminary and Final Approval or otherwise
12 effectuate the terms of this Agreement, (3) notify Class Members of the terms of the
13 Settlement, (4) defend the Settlement against collateral attack, (5) the Parties' attorneys,
14 accountants, or spouses, all of whom will be instructed to keep this Agreement
15 confidential; (6) counsel in a related matter; (7) to the extent necessary to report income
16 to appropriate taxing authorities; (8) in response to a court order or subpoena; or (9) in
17 response to an inquiry or subpoena issued by a state or federal government agency.
18 Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to,
19 directly or indirectly, initiate any conversation or other communication with any third
20 party regarding this Agreement or the matters giving rise to this Agreement except to
21 respond only that "the matter was resolved," or words to that effect. The Plaintiffs and
22 Class Counsel will not hold any press conferences, issue any press releases, initiate
23 contact with the media or disclose the terms of this Agreement via social media, website,
24 or any other medium. At no time shall Plaintiffs characterize the Action or Settlement in
25 a manner that defames or disparages Defendants or their employment practices. Class
26 Counsel will not include or use the Settlement for any marketing or promotional
27 purposes. Class Counsel shall not initiate any contact or other communications with
28 Class Members other than the Court-approved Class Notice but may respond to inquiries

1 received with Class Members. This paragraph does not restrict Class Counsel’s
2 communications with Class Members in accordance with Class Counsel’s ethical
3 obligations owed to Class Members.

4 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or
6 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
7 Counsel’s ability to communicate with Class Members in accordance with Class
8 Counsel’s ethical obligations owed to Class Members.

9 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the
11 Parties relating to the Settlement, superseding any and all oral representations,
12 warranties, covenants, or inducements made to or by any Party.

13 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this
16 Agreement to effectuate its terms, and to execute any other documents reasonably
17 required to effectuate the terms of this Agreement including any amendments to this
18 Agreement.

19 11.6. Authorization and Cooperation. Counsel for all Parties warrant and represent they are
20 expressly authorized by the Parties whom they represent to negotiate this Agreement and
21 to take all appropriate actions required or permitted to be taken by such Parties pursuant
22 to this Agreement to effectuate its terms, and to execute any other documents required to
23 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with
24 each other and use their best efforts, in good faith, to implement the Settlement by,
25 among other things, modifying the Settlement Agreement, submitting supplemental
26 evidence and supplementing points and authorities as requested by the Court. In the
27 event the Parties are unable to agree upon the form or content of any document necessary
28 to implement the Settlement, or on any modification of the Agreement that may become

1 necessary to implement the Settlement, the Parties will seek the assistance of a mediator
2 and/or the Court for resolution. The persons signing this Agreement on behalf of
3 Defendant represent and warrant that they are authorized to sign this Agreement on
4 behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this
5 Agreement and that they have not assigned any claim, or part of a claim, covered by this
6 Settlement to a third-party. Further, Plaintiffs and Class Counsel warrant and represent
7 that there are no liens on the Settlement Agreement.

8 11.7. Defense of the Settlement. Plaintiffs agree to participate in, and Class Counsel agree to
9 join Defendants in, defending the Settlement and its approval from any collateral attack
10 in the four-year period after final approval by providing a declaration or declarations in
11 support of the Settlement. The Parties and their counsel shall enter into a common
12 interest agreement for the purpose of sharing information necessary to the defense of the
13 Settlement.

14 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
16 or encumber to any person or entity and portion of any liability, claim, demand, action,
17 cause of action, or right released and discharged by the Party in this Settlement.

18 11.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are
19 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
20 be relied upon as such within the meaning of United States Treasury Department
21 Circular 230 (31 CFR Part 10, as amended) or otherwise.

22 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
23 modified, changed, or waived only by an express written instrument signed by all Parties
24 or their representatives, and approved by the Court.

25 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
26 the benefit of, the successors of each of the Parties.

27 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
28 governed by and interpreted according to the internal laws of the state of California,

1 without regard to conflict of law principles.

2 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
3 this Agreement. This Agreement will not be construed against any Party on the basis that
4 the Party was the drafter or participated in the drafting. Before declaring any provision
5 of this Settlement Agreement invalid, the Court will first attempt to construe the
6 provision as valid to the fullest extent possible consistent with applicable precedents so
7 as to define all provisions of this Settlement Agreement valid and enforceable.

8 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
9 during Action and in this Agreement relating to the confidentiality of information shall
10 survive the execution of this Agreement.

11 11.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to
12 Evidence Code section 1152, and all copies and summaries of the Class Data provided to
13 Class Counsel by Defendant in connection with the mediation, other settlement
14 negotiations, or in connection with the Settlement, may be used only with respect to this
15 Settlement, and no other purpose, and may not be used in any way that violates any
16 existing contractual agreement, statute, or rule of court. Not later than sixty (60) days
17 after the date when the Court discharges the Administrator's obligation to provide a
18 Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class
19 Counsel shall destroy, all paper and electronic versions of Class Data received from
20 Defendant unless, prior to the Court's discharge of the Administrator's obligation,
21 Defendant makes a written request to Class Counsel for the return, rather than the
22 destructions, of Class Data.

23 11.16. Headings and Exhibits. The descriptive heading of any section or paragraph of this
24 Agreement is inserted for convenience of reference only and does not constitute a part of
25 this Agreement. The terms of this Agreement include the terms set forth in any attached
26 exhibits, which are incorporated by this reference as though fully set forth herein. Any
27 exhibits to this Agreement are an integral part of the Settlement.
28

1 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
2 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
3 a weekend or federal legal holiday, such date or deadline shall be on the first business
4 day thereafter.

5 11.18. Acknowledgment that Settlement Is Fair and Reasonable. The Parties believe this
6 Settlement Agreement is fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Settlement after arm’s length negotiations and in the context of adversarial
8 litigation, taking into account all relevant factors, present and potential. The Parties
9 further acknowledge that they are each represented by competent counsel and that they
10 have had an opportunity to consult with their counsel regarding the fairness and
11 reasonableness of this Agreement. The Parties have had a full opportunity to negotiate
12 the terms and conditions of this Agreement. Accordingly, this Agreement will not be
13 construed more strictly against one party than another merely by virtue of the fact that it
14 may have been prepared by counsel for one of the Parties, it being recognized that,
15 because of the arms-length negotiations between the Parties, all Parties have contributed
16 to the preparation of this Agreement.

17 11.19. Notice. All notices, demands or other communications between the Parties in connection
18 with this Agreement will be in writing and deemed to have been duly given as of the
19 third business day after mailing by United States mail, or the day sent by email or
20 messenger, addressed as follows:

21 To Plaintiffs:

22 MOON LAW GROUP, P.C.
23 Kane Moon
24 Allen Feghali
25 Jacquelyne VanEmmerik
26 1055 West Seventh Street, Suite 1880
27 Los Angeles, California 90017
28 Telephone: (213) 232-3128

To Defendant Bedabox, LLC, dba Shipmonk, Inc.:

HOGAN LOVELLS US LLP
Tao Y. Leung
Michelle Roberts Gonzales
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Telephone: (310) 785-4600

To Defendant Partners Personnel—Management Services, LLC:

MEDINA McKELVEY LLP
Brandon R. McKelvey
Timothy B. Nelson
Douglas R. Leach
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

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

11.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

11.22. Extending Trial Date. The Parties further agree, upon the signing of this Agreement and pursuant to California Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

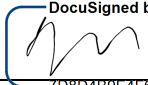
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Settlement Agreement as of the date(s) set forth below.

Signatures on following page.

Plaintiffs & Class Representatives:

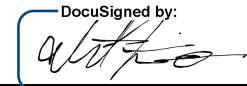
1/11/2024

Dated: December __, 2023

By: 
Plaintiff, Nancy Valle

1/9/2024

Dated: December __, 2023

By: 
Plaintiff, Albert Reuben Fierro

Dated: December __, 2023


By: _____
Plaintiff, Johnnie Rodriguez

Plaintiffs' Counsel:

January 5, 2024

Dated: December __, 2023

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiffs, Nancy Valle, Albert Reuben Fierro, and Johnnie Rodriguez

Defendants:


Dated: December __, 2023

Bedabox, LLC, dba Shipmonk

By: _____
Name, Title

Dated: December 20, 2023

Partners Personnel—Management Services, LLC

By: 
Name, Title
Christian Moro
Counsel

Defendants' Counsel:

Dated: December __, 2023

HOGAN LOVELLS US LLP

By: _____
Tao Y. Leung
Michelle Roberts Gonzales
Attorneys for Defendant, Bedabox, LLC, dba Shipmonk

Plaintiffs & Class Representatives:

Dated: December ____, 2023

By: _____
Plaintiff, Nancy Valle

Dated: December ____, 2023

By: _____
Plaintiff, Albert Reuben Fierro

2/17/2024

Dated: December ____, 2023

By: _____
DocuSigned by:
Johnnie Rodriguez
7CC4F7E2FA77459...
Plaintiff, Johnnie Rodriguez

Plaintiffs' Counsel:

Dated: December ____, 2023

MOON LAW GROUP, PC

By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiffs, Nancy Valle, Albert Reuben Fierro, and Johnnie Rodriguez

Defendants:

Dated: December 30 ____, 2023

Bedabox, LLC, dba Shipmonk

By: _____
DocuSigned by:
Stuart Horowitz
9BE5C76BF14145B...
Name, Title
Stuart Horowitz
Chief People Officer
Partners Personnel—Management Services, LLC

Dated: December ____, 2023

By: _____
Name, Title

Defendants' Counsel:

Dated: ~~December~~ ____, 2023
January 3, 2024


HOGAN LOVELLS US LLP

By: _____
Jfo
Tao Y. Leung
Michelle Roberts Gonzales
Attorneys for Defendant, Bedabox, LLC, dba Shipmonk

1 Dated: December 20, 2023

MEDINA McKELVEY LLP

2

3 By:  _____

4 Brandon R. McKelvey

5 Timothy B. Nelson

6 Douglas R. Leach

7 Attorneys for Defendant, *Partners Personnel—*

8 *Management Services, LLC*

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