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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BRYAN MOLINERO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BLISS CAR WASH, LLC, a limited liability
company; BLISS CAR WASH IP, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 21STCV41112

[Honorable Elaine Lu, Department 9]

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

Complaint Filed: November 8, 2021
Trial Date: Not Set

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Settlement” or “Agreement”) is made by and between Plaintiffs Bryan Molinero and Sean Tierney (“Plaintiffs”) and Defendants Bliss Car Wash, LLC and Bliss Car Wash IP, LLC (“Defendants”) (Plaintiffs and Defendants collectively “Parties,” and individually “Party”).

1. DEFINITIONS.

- 1.1. “Action” means *Bryan Molinero, et al. v. Bliss Car Wash, LLC, et al.*, Superior Court of the State of California, County of Los Angeles, Case Number 21STCV41112.
- 1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have designated to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$11,000.00.
- 1.4. “Aggrieved Employee” means all persons who are employed or have been employed by Defendants in any manner in California as hourly, non-exempt employees from November 6, 2020, through August 27, 2024.
- 1.5. “Class” means all persons who are employed or have been employed by Defendants in any manner in California as hourly, non-exempt employees from November 8, 2017, through August 27, 2024.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed \$166,666.67 or one-third of the Gross Settlement Amount, whichever is greater.
- 1.8. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$28,000.00.

- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from November 8, 2017, through August 27, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Actions, Bryan Molinero and Sean Tierney.
- 1.15. “Class Representative Service Payments” means the court-approved payments allocated to the Class Representatives for their services in support of the Actions and General Releases, not to exceed \$10,000.00 per payment.
- 1.16. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.17. “Defendants” means the named Defendants in the Actions, Bliss Car Wash, LLC and Bliss Car Wash IP, LLC.
- 1.18. “Defense Counsel” means Scott E. Shapiro, *of counsel*, and Martin R. Fox of Bleau Fox, A P.L.C.
- 1.19. “Effective Date” means the date both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a)

1 if no Participating Class Member objects to the Settlement, the day the Court enters the
2 Judgment; (b) if one or more Participating Class Members object(s) to the Settlement,
3 the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a
4 timely appeal from the Judgment is filed, the day after the appellate court affirms the
5 Judgment and issues a remittitur.

6 1.20. "Final Approval Order" means the Court's Order Granting Final Approval of the
7 Settlement.

8 1.21. "Final Approval Hearing" means the Court's Hearing on Plaintiffs' Motion for Final
9 Approval of the Settlement.

10 1.22. "Final Judgment" means the Judgment entered by the Court upon granting Final
11 Approval of the Settlement.

12 1.23. "Gross Settlement Amount" means \$500,000.00, the total amount Defendants agree to
13 pay under the Settlement, except as provided in Paragraph 7 below. The Gross
14 Settlement Amount will pay the Individual Class Payments, Individual PAGA
15 Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
16 Expenses Payment, Class Representative Service Payments, and Administration
17 Expenses Payment.

18 1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of
19 the Net Settlement Amount, calculated according to the number of Workweeks he or she
20 worked during the Class Period.

21 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
22 the PAGA Penalties allocated pursuant to Labor Code section 2699(i) and calculated
23 according to the number of PAGA Pay Periods he or she worked during the PAGA
24 Period.

25 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
26 entitled under California Labor Code ("Labor Code") section 2699(i).

27 1.27. "LWDA PAGA Payment" means the LWDA's 75% share of the PAGA Penalties,
28 allocated pursuant to Labor Code section 2699(i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from November 6, 2020, through August 27, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.33. “PAGA Notices” means Plaintiff Bryan Molinero’s November 6, 2021 letter and Plaintiffs’ operative October 11, 2023 letter to Defendants and the LWDA providing written notice pursuant to Labor Code section 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed \$40,000.00.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means the named Plaintiffs in the Action, Bryan Molinero and Sean Tierney.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims released as described in Paragraph 5.2.
- 1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.3.
- 1.40. “Released Parties” means Defendants, together with their affiliates, officers, directors, employees, owners, and agents.

1.1. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement. For the Request for Exclusion to be valid and timely, it must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; and (2) be mailed to the specified physical address of the Administrator on or before the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion is timely. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval.

1.2. "Response Deadline" means sixty (60) calendar days from the date the Administrator mails the Class Notice to the Class and shall be the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Administrator have the authority to unilaterally extend the deadline for Class Members to mail a Request for Exclusion or Objection.

1.3. "Workweek" means any week in which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS.

2.1. On November 6, 2021, Plaintiff Bryan Molinero submitted to the LWDA, and sent via certified mail to Defendants, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

- 2.2. On November 8, 2021, Plaintiff Bryan Molinero filed a Class Action Complaint against Defendants, which alleged seven causes of action for violation of Labor Code sections 201-204, 226, et seq., 512, 1194, et. seq., 1197, 1198, and 2802 and one cause of action for violation of California Business and Professions Code sections 17200, et seq.
- 2.3. On February 4, 2022, Plaintiff Bryan Molinero filed a First Amended Class and Representative Action Complaint against Defendants, which alleged a ninth representative cause of action for civil penalties under PAGA.
- 2.4. In or around March 2023, the Parties agreed to attempt to resolve the Action through private mediation.
- 2.5. On August 10, 2023, Plaintiff Bryan Molinero was deposed by Defendants.
- 2.6. In or around August 2023, Class Counsel was retained by Sean Tierney.
- 2.7. On January 22, 2024, the Court granted Plaintiff leave to amend the First Amended Class and Representative Action Complaint to name Sean Tierney as a second Plaintiff and Class Representative.
- 2.8. On January 24, 2024, Plaintiffs filed the operative Second Amended Class and Representative Action Complaint, which alleges eight causes of action for violation of Labor Code sections 201-204, 226, et seq., 512, 1194, et. seq., 1197, 1198, 2802, and 2699, et seq. and one cause of action for violation of California Business and Professions Code sections 17200, et seq.
- 2.9. On June 28, 2024, the Parties participated in an all-day mediation presided over by experienced wage and hour class action mediator, Steven Rottman, Esq., which resulted in a Mediator's Proposal that was accepted by all Parties on July 12, 2024.
- 2.10. Prior to mediation, Plaintiffs obtained, through informal discovery, in addition to other data and documents, a fifty percent (50%) sample of the time and corresponding payroll records of the Class and the employee handbooks policies in effect during the Class Period.
- 2.11. On September 13, 2024, the Parties fully executed a Memorandum of Understanding encompassing the terms of the Mediator's Proposal.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below,
3 Defendants will pay \$500,000.00 as the Gross Settlement Amount and any and all
4 employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
5 which shall be paid separately. Defendant has no obligation to pay the Gross Settlement
6 Amount or any employer portion payroll taxes prior to the deadline stated in Paragraph
7 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement
8 Amount without asking or requiring Participating Class Members or Aggrieved
9 Employees to submit any claim as a condition of payment. None of the Gross
10 Settlement Amount will revert to Defendants.

11 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
12 the following payments from the Gross Settlement Amount, in the amounts specified
13 by the Court in the Final Approval Order:

14 3.2.1. To Plaintiff: Class Representative Service Payments to the Class
15 Representatives of not more than \$10,000.00 per payment, in addition to the
16 Individual Class Payments and Individual PAGA Payments the Class
17 Representatives are entitled to receive as Participating Class Members and
18 Aggrieved Employees. Defendants will not oppose Plaintiffs' request for Class
19 Representative Service Payments that do not exceed these amounts. Plaintiffs
20 and/or Class Counsel will file a Motion supporting the Class Representative
21 Service Payments no later than sixteen (16) court days prior to the Final
22 Approval Hearing. If the Court approves of Class Representative Service
23 Payments that are less than the amounts requested, the Administrator will
24 allocate the remainder to the Net Settlement Amount.. The Administrator will
25 pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs
26 shall be solely and legally responsible for paying any and all applicable taxes on
27 these payments and shall hold Defendants harmless from any claim or liability
28 for taxes, penalties, or interest arising as a result of the payments. Defendants

1 make no representations as to the tax treatment or legal effect of the payments
2 called for herein, and Plaintiffs are not relying on any statement or
3 representation by Defendants or their counsel in this regard.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed \$166,666.67,
5 or one-third of the Gross Settlement Amount, whichever is greater, and a Class
6 Counsel Expenses Payment not to exceed \$28,000.00. Defendants will not
7 oppose Plaintiffs' request for Class Counsel Fees and Class Counsel Expenses
8 Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will
9 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
10 Payments no later than sixteen (16) court days prior to the Final Approval
11 Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel
12 Expenses Payments that are less than the amounts requested, the Administrator
13 will allocate the remainder to the Net Settlement Amount. Released Parties shall
14 have no liability to Class Counsel or any other Plaintiffs' Counsel arising from
15 any claim to any portion of any Class Counsel Fee Payment and/or Class
16 Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees
17 Payment and Class Counsel Expenses Payment using one or more IRS 1099
18 Forms. Class Counsel assumes full responsibility and liability for taxes owed on
19 the Class Counsel Fees and Class Counsel Expenses Payments. Class Counsel
20 hold Defendants harmless, and indemnify Defendants, from any dispute or
21 controversy regarding said payments, including without limitation as to any
22 division or sharing of those payments.

23 3.2.3. To the Administrator: An Administration Expenses Payment of not more than
24 \$11,000.00, except for a showing of good cause and as approved by the Court.
25 Plaintiffs and/or Class Counsel will file a Motion supporting the Administration
26 Expenses Payment no later than sixteen (16) court days prior to the Final
27 Approval Hearing. If the Court approves of an Administration Expenses
28 Payment that is less than the amount requested, or if the Administration

Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$11,000.00, such excess amount will be taken from the Gross Settlement Amount, subject to obtaining the Court's approval prior to any distribution of the excess amount.

3.2.3.1. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$40,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., \$30,000.00) allocated to the LWDA PAGA Payment and

twenty-five percent (25%) (i.e., \$10,000.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. The Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) calendar days of the Effective Date.

4.2. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payments shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the

1 Administrator must update the recipient's mailing addresses using the National
2 Change of Address Database. The face of each check shall prominently state the
3 date when the check will be voided. Each check will be voided 180 days after
4 the date of mailing ("void date"). The Administrator will cancel all checks not
5 cashed by the void date. The Administrator will send checks for Individual
6 Class Payments to all Participating Class Members, including those for whom a
7 Class Notice was returned undelivered. The Administrator will send checks for
8 Individual PAGA Payments to all Aggrieved Employees, including Non-
9 Participating Class Members who qualify as Aggrieved Employees and those
10 for whom a Class Notice was returned undelivered. The Administrator may
11 send Participating Class Members a single check combining the Individual
12 Class Payment and Individual PAGA Payment.

13 4.2.2. No later than fourteen (14) calendar days after receiving a returned check, the
14 Administrator must re-mail checks to the USPS forwarding address provided or
15 to an address ascertained through the Class Member Address Search for Class
16 Members whose checks are returned undelivered without a USPS forwarding
17 address. Thereafter, the Administrator need not take further steps to deliver
18 checks to Class Members whose re-mailed checks are returned as undelivered.
19 However, the Administrator shall promptly send a replacement check to any
20 Class Member whose original check was lost or misplaced and who requests the
21 replacement prior to the void date.

22 4.2.3. For any Class Member whose Individual Class Payment check or Individual
23 PAGA Payment check is uncashed and cancelled after the void date, or for any
24 Class Member whose envelope is returned and no forwarding address can be
25 located for the Class Member after reasonable efforts have been made, the
26 Administrator shall transmit the funds represented by such checks to the
27 California Controller's Unclaimed Property Fund in the name of the Class
28 Member, thereby leaving no "unpaid residue" subject to the requirements of

California Code of Civil Procedure section 384(b).

4.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs fully release and discharge the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, against Defendants, including, but not limited to, (i) all claims based on violation of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, any California Industrial Commission Wage Order, California Code of Regulations, Title 8, Sections 11040, et seq., Business and Professions Code sections 17200, et seq., California Code of Civil Procedure section 1021.5; (ii) all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair or unlawful business practices, and claims for statutory penalties based on the facts or claims alleged in the operative Complaints at any time during the Class Period; and (iii) all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,

1 retaliation, and wrongful termination, such as, by way of example only, (as amended) 42
2 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With
3 Disabilities Act, Age Discrimination in Employment Act; California Fair Employment
4 and Housing Act; and the law of contract and tort (“Plaintiffs’ Release”).

5 5.1.1. Plaintiffs’ Release excludes the release of claims not permitted by law.

6 5.1.2. Plaintiffs expressly waive and relinquish the provisions, rights and benefits of
7 California Civil Code section 1542, which reads:

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

13 5.2. Release by Participating Class Members: All Participating Class Members fully release
14 and discharge the Released Parties of any and all claims alleged in the operative
15 Complaint and/or any and all claims that could have been alleged in the operative
16 Complaint, including, but not limited to (i) all claims for violation of California Labor
17 Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2,
18 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
19 1197.1, 1198, and 1199, the California Industrial Commission Wage Orders, Cal. Code
20 Regs., Title 8, section 11040, *et seq.*, Business and Professions Code sections 17200, *et*
21 *seq.*, and California Code of Civil Procedure section 1021.5, and (ii) any and all claims
22 for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours
23 worked, overtime or double time wages, regular rate of pay, bonus and incentive pay,
24 sick pay, timely payment of wages at separation, wage statements, meal periods and meal
25 period premiums, rest breaks and rest break premiums, unfair competition, unfair
26 business practices, unlawful business practices, and statutory penalties at any time during
27 the Class Period (collectively, “Released Class Claims”).

28 5.2.1. The Participating Class Members’ Release excludes the release of claims not
permitted by law.

1 5.3. Release by Aggrieved Employees: All Aggrieved Employees fully release and discharge
2 the Released Parties of any and all PAGA claims alleged in the operative Complaint or
3 the PAGA Notices and/or any and all PAGA claims based on the facts stated in the
4 operative Complaint or the PAGA Notices, including, but not limited to, (i) all PAGA
5 claims seeking civil penalties premised upon California Labor Code sections 200, 201,
6 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3,
7 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and
8 1199*et seq.*, California Industrial Commission Wage Orders, and (ii) any and all other
9 claims for civil penalties recoverable under the Private Attorneys General Act, California
10 Labor Code sections 2698 *et seq.*, including, but not limited to those based on the facts or
11 claims alleged in the operative Complaint or Plaintiffs' Amended PAGA Notice at any
12 time during the PAGA Period. The Released PAGA Claims do not release any
13 Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved
14 Employees may not opt out of the Released PAGA Claims (collectively, "Released
15 PAGA Claims"). The Released PAGA Claims do not release any Aggrieved Employees'
16 claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of
17 the Released PAGA Claims.

18 **6. SETTLEMENT ADMINISTRATION.**

19 6.1. Selection of Administrator. The Parties have jointly selected APEX Class Action
20 Administration to serve as the Administrator and verified that, as a condition of
21 appointment, APEX Class Action Administration, agrees to be bound by this Agreement
22 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the
23 Administration Expenses Payment. The Parties and their Counsel represent that they
24 have no interest or relationship, financial or otherwise, with the Administrator other than
25 a professional relationship arising out of prior experiences administering settlements.

26 6.2. Class Data. No later than twenty-one (21) calendar days after the Court grants
27 Preliminary Approval of the Settlement, Defendants will simultaneously deliver the
28 Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect

Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.3. Notice of Receipt of Class Data. 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.

6.4. Notice to Class Members. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, 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 in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.5. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search

1 and re-mail the Class Notice to the most current address obtained. The Administrator has
2 no obligation to make further attempts to locate or send the Class Notice to Class
3 Members whose Class Notice is returned by USPS a second time.

4 6.5.1. The deadlines for Class Members' Objections, Challenges to Workweeks and/or
5 PAGA Pay Periods, and Requests for Exclusion will be extended an additional
6 fourteen (14) calendar days beyond the sixty (60) calendar days otherwise
7 provided in the Class Notice for all Class Members whose notice is re-mailed.
8 The Administrator will inform the Class Member of the extended deadline with
9 the re-mailed Class Notice.

10 6.5.2. If the Administrator, Defendants, Defense Counsel, or Class Counsel are
11 contacted by or otherwise discovers any persons who believe they should have
12 been included in the Class Data and should have received Class Notice, the
13 Parties will expeditiously meet and confer in person or by telephone, and in good
14 faith, in an effort to agree on whether to include them as Class Members. If the
15 Parties agree, such persons will be Class Members entitled to the same rights as
16 other Class Members, and the Administrator will send, via email or overnight
17 delivery, a Class Notice requiring them to exercise options under this Agreement
18 no later than fourteen (14) calendar days after receipt of Class Notice, or the
19 deadline dates in the Class Notice, whichever is later.

20 6.6. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
21 review on a rolling basis Requests for Exclusion to ascertain their validity and timeliness.
22 No later than five (5) days after the expiration of the deadline for submitting Requests for
23 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
24 containing (a) the names and other identifying information of Class Members who have
25 submitted valid and timely Requests for Exclusion ("Exclusion List"); (b) the names and
26 other identifying information of Class Members who have submitted invalid Requests for
27 Exclusion; and (c) copies of all Requests for Exclusion submitted, whether valid or
28 invalid.

- 1 6.7. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
2 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
3 mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
4 invalid) received, Objections received, Challenges to Workweeks and/or PAGA Pay
5 Periods received and/or resolved, and checks mailed for Individual Class Payments and
6 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
7 provide the Administrator’s assessment of the validity of Requests for Exclusion and
8 attach copies of all Requests for Exclusion and objections received.
- 9 6.8. Workweek and/or Pay Period Challenges. The Administrator has the authority to address
10 and make final decisions consistent with the terms of this Agreement on all Class
11 Member challenges over the calculation of Workweeks and/or Pay Periods. The
12 Administrator’s decision shall be final and not appealable or otherwise susceptible to
13 challenge.
- 14 6.9. Administrator’s Declaration. No later than seven (7) business days after the Response
15 Deadline, the Administrator will provide to Class Counsel and Defense Counsel (i) a
16 signed declaration suitable for filing in Court attesting to its due diligence and
17 compliance with all of its obligations under this Agreement, including, but not limited to,
18 its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing
19 of Class Notices, attempts to locate Class Members, the total number of Requests for
20 Exclusion from Settlement it received (both valid or invalid), the number of Objections
21 to the Settlement it received (both valid or invalid), and the total number of Participating
22 Class Members and Workweeks. The Administrator will supplement its declaration as
23 needed or requested by the Parties and/or the Court. Class Counsel is responsible for
24 filing the Administrator’s declaration(s) in Court.
- 25 6.10. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
26 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
27 will provide Class Counsel and Defense Counsel with a final report detailing its
28 disbursements by employee identification number only of all payments made under this

1 Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the
2 Administrator will prepare and submit to Class Counsel a signed declaration suitable for
3 filing in Court attesting to its disbursement of all payments required under this
4 Agreement. Class Counsel is responsible for filing the Administrator's declaration in
5 Court.

6 6.11. Employer Identification Number. The Administrator shall have and use its own
7 Employer Identification Number for purposes of calculating payroll tax withholdings and
8 providing reports state and federal tax authorities.

9 6.12. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
10 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
11 Regulation § 468B-1.

12 6.13. Website, Email Address and Toll-Free Number. The Administrator will establish and
13 maintain and use an internet website to post information of interest to Class Members
14 including the date, time and location for the Final Approval Hearing and copies of the
15 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
16 Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class
17 Counsel Expenses Payment, and Class Representative Service Payments, and Final
18 Approval and Judgment. The Administrator will also maintain and monitor an email
19 address and toll-free telephone number to receive Class Member calls, faxes and emails.

20 6.14. Class Members' Options.

21 6.14.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60)
22 calendar days after the Administrator mails the Class Notice (plus an additional
23 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed)
24 to exclude themselves from the Settlement. A Class Member may exclude
25 himself or herself from the Settlement by sending a Request for Exclusion to the
26 Administrator. For the Request for Exclusion to be valid and timely, it must (1)
27 include the Class Member's full name, address, telephone number, and signature,
28 and a written statement requesting to be excluded from the Settlement; (2) state

1 the case name and number of the Action; and (3) be mailed to the specified
2 physical address of the Administrator on or before the Response Deadline. The
3 postmark date will be the exclusive means of determining whether a Request for
4 Exclusion has been timely submitted. A Class Member who does not submit a
5 valid and timely Request for Exclusion will be deemed a Participating Class
6 Member and will be bound by all terms of the Settlement if it is granted Final
7 Approval. If a Class Member's Request for Exclusion is defective as to the
8 requirements listed herein, that Class Member will be given an opportunity to
9 cure the defect(s). The Administrator will mail the Class Member a cure letter
10 within three (3) business days of receiving the defective submission to advise the
11 Class Member that his or her submission is defective and that the defect must be
12 cured to render the Request for Exclusion valid. The Class Member will have
13 until the later of (a) the Response Deadline or (b) fourteen (14) calendar days
14 from the date of the cure letter, whichever date is later, to postmark s revised
15 Request for Exclusion. The Administrator's determination of authenticity shall be
16 final and not appealable or otherwise susceptible to challenge.

17 6.14.1.1. Every Class Member who does not submit a timely and valid
18 Request for Exclusion is deemed to be a Participating Class Member
19 under this Agreement, entitled to all benefits and bound by all terms and
20 conditions of the Settlement, including the Participating Class Members'
21 Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of
22 whether the Participating Class Member actually receives the Class
23 Notice or objects to the Settlement.

24 6.14.1.2. Every Class Member who submits a valid and timely Request for
25 Exclusion is a Non-Participating Class Member and shall not receive an
26 Individual Class Payment or have the right to object to the class action
27 components of the Settlement. Because future PAGA claims are subject
28 to claim preclusion upon entry of the Judgment, Non-Participating Class

Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.14.2. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via mail on or before the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. All such challenges are to be resolved no later than fourteen (14) calendar days after the Response Deadline.

6.14.3. Objections to Settlement. Each Participating Class Members shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for

the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments. Only Participating Class Members may send written Objections to the Administrator. For a written Objection to be valid and timely, it must (1) include the Class Member's full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator no later than the Response Deadline. A Participating Class Member, or his or her attorney(s), may also appear at the Final Approval Hearing to verbally object.

7. ESCALATOR CLAUSE

Based on their records, Defendants estimate that, as of the date of this Agreement, there are approximately 400 Class Members who worked an approximate total of 24,493 Workweeks from November 8, 2017, through June 28, 2024. If the actual total number of Workweeks from November 8, 2017, through August 27, 2024 (i.e., the Class Period) exceeds 24,493 by more than ten percent (10%), i.e., *exceeds* 26,943, Defendants shall pay the pro rata percentage increase in excess of ten percent (10%) to the Gross Settlement Amount to include the additional workweeks, e.g., an eleven percent (11%) increase in Workweeks would result in a one percent (1%) increase in the Gross Settlement Amount.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid and timely Requests for Exclusion exceeds five percent (5%) of the total of all Class Members, Defendants may elect, but are not obligated to elect, to withdraw from the Settlement within thirty (30) calendar days after expiration of the Response Deadline. If Defendants elect to withdraw from the Settlement, Defendants must notify Class Counsel and the Court of its decision no later than thirty (30) calendar days after expiration of the Response Deadline, and Defendants will be responsible for paying all settlement administration expenses incurred to that point.

Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. MOTION FOR FINAL APPROVAL.

No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l) and a Proposed Final Approval Order and Judgment (collectively “Motion for Final Approval”).

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment reflected set forth in the instant Settlement, the Parties,

1 their respective counsel, and all Participating Class Members waive all rights to appeal
2 from the Judgment, including all rights to post-judgment and appellate proceedings, the
3 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and
4 appeals. The waiver of appeal does not include any waiver of the right to oppose such
5 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to
6 perform under this Agreement will be suspended until such time as the appeal is fully
7 and finally resolved and the Judgment becomes final.

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

19 **10. AMENDED JUDGMENT.**

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

22 **11. ADDITIONAL PROVISIONS.**

23 11.1. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of
24 the Parties' settlement terms.

25 11.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
26 that has arisen between them and to avoid the burden, expense, and risk of continued
27 litigation. In entering into this Agreement, Defendants do not admit, and specifically
28 deny, they have violated any federal, state, or local law; violated any regulations or

1 guidelines promulgated pursuant to any statute or any other applicable laws, regulations
2 or legal requirements; breached any contract; violated or breached any duty; engaged in
3 any misrepresentation or deception; or engaged in any other unlawful conduct with
4 respect to their employees. Neither this Agreement, nor any of its terms or provisions,
5 nor any of the negotiations connected with it, shall be construed as an admission or
6 concession by Defendants of any such violations or failures to comply with any
7 applicable law. Except as necessary in a proceeding to enforce the terms of this
8 Agreement, this Agreement and its terms and provisions shall not be offered or received
9 as evidence in any action or proceeding to establish any liability or admission on the part
10 of Defendants or to establish the existence of any condition constituting a violation of, or
11 a non-compliance with, federal, state, local or other applicable law. If Final Approval
12 does not occur, the Parties agree that this Agreement is void, but remains protected by
13 California Evidence Code section 1152.

14 11.3. Class Certification or Representative Manageability for Other Purposes. The Parties
15 agree to stipulate to class certification only for purposes of the Settlement. If, for any
16 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
17 any reason the Court does not grant Preliminary Approval, Final Approval or enter
18 Judgment, Defendants reserve the right to contest certification of any class for any
19 reason, Defendants reserve all available defenses to the claims in the Action, Plaintiffs
20 reserve the right to move for class certification on any grounds available, and Plaintiffs
21 reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and
22 the Parties' willingness to settle the Action will have no bearing on, and will not be
23 admissible in connection with any litigation, except for proceedings to enforce or
24 effectuate the Settlement and this Agreement.

25 11.4. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue
26 any press release or announcement of any kind related in any way to the Settlement.
27 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the
28 Settlement, whether oral, written, or electronic (including the world wide web), to say the

1 Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with
2 the Settlement terms. Nothing in this Section is intended to interfere with Class
3 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
4 including but not limited to: (1) as required by law; (2) as required under the terms of the
5 Settlement; and/or (3) as required under counsel's duties and responsibilities as Class
6 Counsel. This Settlement shall not be advertised or mentioned on any source, including
7 Plaintiffs' Counsel's personal or firm website.

8 11.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
10 this Agreement after arm's-length negotiations and in the context of adversarial
11 litigation, taking into account all relevant factors, present and potential. The Parties
12 further acknowledge that they are each represented by competent counsel and that they
13 have had an opportunity to consult with their counsel regarding the fairness and
14 reasonableness of this Settlement.

15 11.6. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or
17 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
18 Counsel's ability to communicate with Class Members in accordance with Class
19 Counsel's ethical obligations owed to Class Members.

20 11.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations,
23 warranties, covenants, or inducements made to or by any Party.

24 11.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
28 required to effectuate the terms of this Agreement including any amendments to this

Agreement.

11.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties will request that the Court construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable, consistent with the terms of this Agreement.

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

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

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

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

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

- 1 11.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of each of the Parties.
- 3 11.16. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the State of California,
5 without regard to conflict of law principles.
- 6 11.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
7 this Agreement. This Agreement will not be construed against any Party on the basis that
8 the Party was the drafter or participated in the drafting.
- 9 11.18. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
10 during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.
- 12 11.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to
13 Evidence Code section 1152, and all copies and summaries of the Class Data provided to
14 Class Counsel by Defendant in connection with the mediation, other settlement
15 negotiations, or in connection with the Settlement, may be used only with respect to this
16 Settlement, and no other purpose, and may not be used in any way that violates any
17 existing contractual agreement, statute, or rule of court. No later than ninety (90) days
18 after the date when the Court discharges the Administrator's obligation to provide a
19 Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy,
20 all paper and electronic versions of Class Data received from Defendant unless, prior to
21 the Court's discharge of the Administrator's obligation, Defendant makes a written
22 request to Class Counsel for the return, rather than the destructions, of Class Data.
- 23 11.20. Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this
25 Agreement.
- 26 11.21. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
27 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
28 a weekend or federal legal holiday, such date or deadline shall be on the first business

day thereafter.

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

To Plaintiffs:

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

To Defendants:

MFOX LAW GROUP, INC.
Martin R. Fox, Esq.
24801 Pico Canyon Rd., Suite 300
Stevenson Ranch, CA 91381
Telephone: (818) 566-0011
Facsimile: (818) 566-0022

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11.23. 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.

11.24. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiffs, and not their representative(s), must personally execute this Agreement. An authorized officer of Defendants must execute this Agreement on behalf of Defendants. This Agreement shall

1 become binding and enforceable pursuant to California Code of Civil Procedure section
2 664.6.

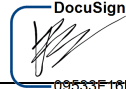
3 11.25. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
5 further agree that upon the signing of this Agreement that pursuant to CCP section
6 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
7 entire period of this settlement process.

8 *Signatures on following page.*
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Plaintiffs & Class Representatives:

Dated: 11/4/2024 , 2024

By:

DocuSigned by:

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Plaintiff, Bryan Molinero

Dated: , 2024

By:

Plaintiff, Sean Tierney

Plaintiffs' Counsel:

Dated: , 2024

MOON LAW GROUP, P.C.

By:

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik

Attorneys for Plaintiffs,
Bryan Molinero and Sean Tierney

Defendants:

Dated: , 2024

On behalf of Defendants, Bliss Car Wash, LLC and
Bliss Car Wash IP, LLC

By:

Print Name

Signature

Title

Defendants' Counsel:

Dated: , 2024

MFOX LAW GROUP, INC.

By:

Martin R. Fox
Scott E. Shapiro, *Of Counsel*
Attorneys for Defendants,

Bliss Car Wash, LLC and Bliss Car Wash IP,
LLC


Plaintiffs & Class Representatives:

Dated: , 2024

By: _____
Plaintiff, Bryan Molinero

10/22/2024

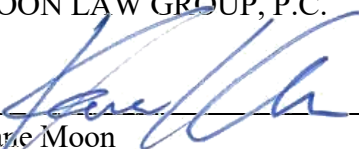
Dated: , 2024

By:  _____
Plaintiff, Sean Tierney

Plaintiffs' Counsel:

Dated: October 22 , 2024

MOON LAW GROUP, P.C.

By:  _____
Kane Moon
Alien Feghali
Jacquelyne VanEmmerik

Attorneys for Plaintiffs,
Bryan Molinero and Sean Tierney

Defendants:

Dated: , 2024

On behalf of Defendants, Bliss Car Wash, LLC and
Bliss Car Wash IP, LLC

By: _____
Print Name

Signature

Title

Defendants' Counsel:

Dated: , 2024

MFOX LAW GROUP, INC.

By: _____
Martin R. Fox
Scott E. Shapiro, *Of Counsel*
Attorneys for Defendants,

Bliss Car Wash, LLC and Bliss Car Wash IP,
LLC

Plaintiffs & Class Representatives:

Dated: , 2024

By: _____
Plaintiff, Bryan Molinero

Dated: , 2024

By: _____
Plaintiff, Sean Tierney

Plaintiffs' Counsel:

Dated: , 2024

MOON LAW GROUP, P.C.


By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik

Attorneys for Plaintiffs,
Bryan Molinero and Sean Tierney

Defendants:

Dated: November 05 , 2024

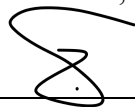
On behalf of Defendants, Bliss Car Wash, LLC and
Bliss Car Wash IP, LLC

By: Brian Whalen
Print Name

Signature
General Manager
Title

Defendants' Counsel:

Dated: , 2024

MFOX LAW GROUP, INC.

By:  _____
Martin R. Fox
Scott E. Shapiro, *Of Counsel*
Attorneys for Defendants,

Bliss Car Wash, LLC and Bliss Car Wash IP,
LLC