

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Kassandra Herndon and
4 Angela Smith (“Plaintiffs” or “Class Representatives”), individually, and on behalf of all others
5 similarly situated and on behalf of the State of California with respect to aggrieved employees, and
6 Defendant AgreeYa Solutions, Inc. (“Defendant”) (together, Plaintiffs and Defendant are referred to
7 as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On August 9, 2022, Plaintiff Kassandra Herndon (“Plaintiff Herndon”) provided
13 written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission
14 and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the
15 specific provisions of the California Labor Code alleged to have been violated by Defendant
16 (“Herndon PAGA Letter”). On March 8, 2023, Plaintiff Angela Smith (“Plaintiff Smith”) provided
17 written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission
18 and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the
19 specific provisions of the California Labor Code alleged to have been violated by Defendant (“Smith
20 PAGA Letter”). (Together, the Herndon PAGA Letter and the Smith PAGA Letter shall be referred to
21 as the “PAGA Letters.”)

22 2. On August 10, 2022, Plaintiff Herndon filed a Class Action Complaint for Damages
23 (“Herndon Complaint”) in the action entitled *Kassandra Herndon v. AgreeYa Solutions, Inc.*,
24 Sacramento County Superior Court Case No. 34-2022-00324963 (“Herndon Action”), thereby
25 commencing a putative class action against Defendant. The Herndon Complaint alleges eight (8)
26 causes of action for violations of the California Labor Code for failure to pay overtime wages, failure
27 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
28 rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely

1 pay wages upon termination, failure to timely pay wages during employment, failure to provide
2 compliant wage statements, failure to reimburse necessary business expenses, for violations of
3 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
4 Labor Code violations.

5 3. On March 22, 2023, Plaintiff Smith filed a Class Action Complaint for Damages
6 (“Smith Complaint”) in the action entitled *Angela Smith v. AgreeYa Solutions, Inc.*, San Joaquin
7 County Superior Court Case No. STK-CV-UOE-2023-2783 (“Smith Action”), thereby commencing
8 a putative class action against Defendant. On May 16, 2023, Plaintiff Smith filed a First Amended
9 Class Action and PAGA Complaint (“Smith FAC”). The Smith FAC alleges eight (8) causes of action
10 for violations of the California Labor Code for failure to pay overtime wages, failure to provide
11 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
12 periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to provide
13 compliant wage statements, and failure to reimburse necessary business expenses, and for civil
14 penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section
15 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

16 4. Plaintiff intends to file a Second Amended Complaint in the Smith Action to
17 consolidate all claims and to add Plaintiff Herndon to the Smith Action for purposes of seeking
18 settlement approval. (Together the Herndon Action, the Smith Action, and the anticipated consolidated
19 action, as well as the PAGA Letters, shall be referred to as the “Litigation”).

20 5. Defendant denies all materials allegations set forth in the Litigation and has asserted
21 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
22 Defendant desires to fully and finally settle the Litigation, Released Class Claims (as defined herein),
23 and Released PAGA Claims (as defined herein).

24 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
25 including any and all applicable defenses and the applicable law. The investigation included, *inter*
26 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
27 The Parties have engaged in sufficient informal and formal discovery and investigation to assess the
28 relative merits of the claims and contentions of the Parties.

7. On April 19, 2024, the Parties participated in mediation with Hon. T. Warren Jackson (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations and extensive ongoing settlement negotiations, the Parties ultimately reached the Settlement memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Litigation and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Litigation, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all non-exempt, hourly employees who have worked for, or continue to work for Defendant within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, and Aaron Bartz of Bartz Law Group, APC,

1 and Walter L. Haines of United Employees Law Group, PC, who will seek to be appointed counsel
2 for the Class.

3 d. "Class List" means a complete list of all Class Members that Defendant will
4 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
5 Class List will be formatted in a Microsoft Office Excel spreadsheet containing the following
6 information for each Class Member: (1) full name; (2) last known mailing address; (3) telephone
7 number and/or email address (to the extent available); (4) Social Security number; (5) dates worked
8 for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period
9 (if applicable); and (7) such other information as is necessary for the Settlement Administrator to
10 calculate Workweeks and Pay Periods.

11 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
12 the form attached hereto as "Exhibit A."

13 f. "Class Period" means the period from August 10, 2018 through Preliminary
14 Approval.

15 g. "Class Settlement" means the settlement and resolution of all Released Class
16 Claims.

17 h. "Court" means the Superior Court of the State of California for the County of
18 San Joaquin.

19 i. "Defendant's Counsel" means Holden Law Group and Duggan McHugh Law
20 Corporation.

21 j. "Effective Date" means the date when all of the following events have occurred:
22 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's
23 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
24 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
25 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
26 entered a Final Approval Order and Judgment; and (5) in the event there are written objections to the
27 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
28 the later of the following events: seven calendar days after the period for filing any appeal, writ, or

1 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed
2 without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or
3 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed,
4 seven calendar days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
5 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
6 remedies or relief.

7 k. “Employer Taxes” means the employer’s share of taxes and contributions in
8 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
9 in addition to the Gross Settlement Amount.

10 l. “Final Approval” means the determination by the Court that the Settlement is
11 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

12 m. “Final Approval Hearing” means the hearing at which the Court will consider
13 and determine whether the Settlement should be granted Final Approval.

14 n. “Final Approval Order and Judgment” means the order granting final approval
15 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
16 Parties, and subject to approval by the Court.

17 o. “Gross Settlement Amount” means the amount of Eight Hundred Twenty Five
18 Thousand Dollars and No Cents (\$825,000.00) to be paid by Defendant in full satisfaction of the
19 Litigation, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
20 and Costs, Service Awards, PAGA Amount, Settlement Administration Costs, and Net Settlement
21 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
22 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
23 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
24 Settlement Amount is subject to increase, as provided in Paragraph 16.

25 p. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
26 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
27 calculated in accordance with Paragraph 18.

28 q. “Individual Settlement Payment” means the net payment of each Settlement

1 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
2 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
3 Paragraph 17.

4 r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
5 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
6 in accordance with Paragraph 17.

7 s. "LWDA Payment" means the amount of Thirty-Seven Thousand Five Hundred
8 Dollars and No Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
9 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

10 t. "Net Settlement Amount" means the portion of the Gross Settlement Amount
11 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
12 less the Court-approved Attorneys' Fees and Costs, Service Awards, PAGA Amount, and Settlement
13 Administration Costs.

14 u. "Notice of Objection" means a Settlement Class Member's written objection to
15 the Class Settlement, which must: (a) contain the case name and number of the Smith Action; (b)
16 contain the objector's full name, signature, address, telephone number, and the last four (4) digits of
17 the objector's Social Security number; (c) contain a written statement of all grounds for the objection
18 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
19 documents upon which the objection is based; and (e) be returned by mail to the Settlement
20 Administrator at the specified address, postmarked on or before the Response Deadline.

21 v. "PAGA Amount" means the allocation of Fifty Thousand Dollars and No Cents
22 (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent
23 (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment)
24 and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the PAGA
25 Employees (i.e., the PAGA Employee Amount).

26 w. "PAGA Employees" means all non-exempt, hourly employees who have
27 worked for, or continue to work for Defendant within the State of California at any time during the
28 PAGA Period.

x. “PAGA Employee Amount” means the amount of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

y. “PAGA Period” means the period from March 8, 2022 through Preliminary Approval.

z. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

aa. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period.

bb. “Preliminary Approval” means the date on which the Court signs the Preliminary Approval Order.

cc. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

dd. “Released Class Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Herndon Complaint and the Smith FAC, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

ee. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Smith FAC or the PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et*

1 *seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure
2 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
3 payments, timely pay wages during employment and upon termination, provide compliant wage
4 statements, and reimburse necessary business-related expenses in violation of California Labor Code
5 Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802,
6 and the applicable Industrial Welfare Commission Wage Orders.

7 ff. “Released Parties” means Defendant and its current and former owners,
8 officers, shareholders, directors, agents, employees, attorneys, and insurers.

9 gg. “Request for Exclusion” means a letter submitted by a Class Member indicating
10 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
11 of the Smith Action; (b) contain the Class Member’s full name, signature, address, telephone number,
12 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
13 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 hh. “Response Deadline” means the deadline by which Class Members must submit
16 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
17 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
18 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
19 case the Response Deadline will be extended to the next day on which the United States Postal service
20 is open. The Response Deadline may also be extended by express agreement between Class Counsel
21 and Defendant’s Counsel.

22 ii. “Service Award” means the amount to be paid to each Plaintiff, in recognition
23 of their effort and work in prosecuting the Litigation on behalf of Class Members and PAGA
24 Employees, and general release of claims, as set forth in Paragraph 13.

25 jj. “Settlement Administrator” means Apex Class Action Administration
26 (“Apex”), or any other third-party class action settlement administrator agreed to by the Parties and
27 approved by the Court for purposes of administering the Settlement. The Parties and their counsel
28 each represent that they do not have any financial interest in the Settlement Administrator or otherwise

1 have a relationship with the Settlement Administrator that could create a conflict of interest.

2 kk. "Settlement Administration Costs" means the costs payable from the Gross
3 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
4 Paragraph 15.

5 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
6 who do not submit a timely and valid Request for Exclusion.

7 mm. "Workweeks" means the number of weeks each Class Member worked for
8 Defendant as an hourly-paid or non-exempt employee in California during the Class Period.

9 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
10 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)
11 contain the case name and number of the Smith Action; (b) contain the Class Member's full name,
12 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security
13 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods
14 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee
15 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the
16 specified address, postmarked on or before the Response Deadline.

17 **CLASS CERTIFICATION**

18 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
19 Class.

20 11. The Parties agree that certification for the purpose of settlement is not an admission
21 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
22 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
23 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
24 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
25 non-settlement context.

26 **TERMS OF THE AGREEMENT**

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

1 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
3 Gross Settlement Amount (i.e., \$288,750.00 if the Gross Settlement Amount is \$825,000.00) and
4 reimbursement of actual costs and expenses associated with Class Counsel's prosecution and
5 settlement of the Litigation, in an amount not to exceed Forty Thousand Dollars and No Cents
6 (\$40,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will
7 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
8 the Litigation, including without limitation all work performed and costs incurred to date, and all work
9 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
10 Settlement Agreement, including any objections raised and any appeals necessitated by those
11 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
12 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
14 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
15 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16 13. Service Award. Defendant agrees not to oppose or impede any application or motion
17 by Plaintiffs for Service Awards in the amount up to Seven Thousand Five Hundred Dollars and No
18 Cents (\$7,500.00) *each* (for a total of \$15,000.00). The Service Awards, which will be paid from the
19 Gross Settlement Amount, subject to Court approval, will be in addition to each Plaintiff's Individual
20 Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA
21 Employee. Plaintiffs shall be solely and legally responsible for correctly characterizing this
22 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
23 Administrator shall issue IRS Forms 1099 to Plaintiffs for the Service Awards. Any portion of the
24 requested Service Award(s) that is not awarded by the Court to Plaintiffs shall be reallocated to the
25 Net Settlement Amount for the benefit of the Settlement Class Members.

26 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
27 Fifty Thousand Dollars and No Cents (\$50,000.00) shall be allocated from the Gross Settlement
28 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section

2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Nine Thousand Nine Hundred Ninety Dollars (\$9,990.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. Defendant has represented that the Class Members worked a total of 11,853 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 11,853 by more than 5% (i.e., is more than 12,445 Workweeks), then the Defendant will have the option to either: (1) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 5%; or (2) end the Class Period and PAGA Period (and the release periods associated therewith) on the date when the Workweeks are no more than 5% above 11,853 Workweeks.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be

1 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
2 Workweeks, as follows:

3 a. After Preliminary Approval, the Settlement Administrator will divide the Net
4 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
5 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
6 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
7 entitled to receive under the Class Settlement.

8 b. After Final Approval, the Settlement Administrator will divide the final Net
9 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
10 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
11 Value to each Settlement Class Member's final Individual Settlement Share.

12 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
13 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
14 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
15 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
16 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
17 Value to yield each PAGA Employee's Individual PAGA Payment.

18 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
19 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent
20 (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on
21 an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be
22 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
23 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
24 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
25 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
26 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement
27 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
28 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

1 20. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding and
6 reporting all payroll taxes and other legally required withholdings to the appropriate government
7 authorities.

8 21. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
9 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
10 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
11 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
12 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
13 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
14 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
15 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
16 Members, and PAGA Employees should consult with their tax advisors concerning the tax
17 consequences of any payment they receive under the Settlement.

18 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
19 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
21 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
23 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
24 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
26 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
27 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE

(INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval

Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice;
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

27. Notice by First-Class U.S. Mail.

a. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice **in English** (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member/PAGA Employee should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for

1 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
2 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
3 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
4 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
5 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
6 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
7 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
8 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
9 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
10 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
11 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
12 submit a Request for Exclusion.

13 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
14 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
15 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
16 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
17 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
18 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
19 and complete and which were not), and also attach them to a declaration that is to be filed with the
20 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
21 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
22 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
23 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
24 whether they have submitted a Notice of Objection.

25 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
26 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
27 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
28 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of

1 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
2 Administrator will provide to counsel for the Parties any updated reports regarding the administration
3 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
4 receives a request from an individual or any other entity regarding inclusion in the Class and/or
5 Settlement or regarding a Workweeks Dispute.

6 32. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to
8 the Court and counsel for all Parties.

9 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
10 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
11 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
12 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
13 Fees and Costs; (e) Service Awards; and (f) Settlement Administration Costs. The Final Approval
14 Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs
15 and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
16 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
17 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
18 Approval Order and Judgment, which will provide for, in substantial part, the following:

19 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
20 consummation of its terms and provisions;

21 b. Certification of the Settlement Class;

22 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

23 d. Approval of the application for Service Awards to Plaintiffs;

24 e. Directing Defendant to fund all amounts due under the Settlement Agreement
25 and ordered by the Court; and

26 f. Entering judgment in the Smith Action, while maintaining continuing
27 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

28 34. Funding of the Gross Settlement Amount. No later than 10 business days after the

Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than 10 business days after the Effective Date.

35. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Service Awards to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

36. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or

1 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
2 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
3 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
4 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
5 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

6 37. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
7 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,
8 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

9 38. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
10 Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will
11 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
12 discharged the Released Parties of all Released PAGA Claims.

13 39. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
14 Settlement Amount, Plaintiffs, individually and on each of their own behalf, will be deemed to have
15 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
16 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
17 attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
18 suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time of execution of this
19 Settlement Agreement, had or claimed to have or may have, including but not limited to any and all
20 claims arising out of, relating to, or resulting from their employment and/or separation of employment
21 with the Released Parties, including any claims arising under any federal, state, or local law, statute,
22 ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way
23 limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981;
24 the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement
25 Income Security Act; the California Family Rights Act; the California Fair Employment and Housing
26 Act; all claims for wages or penalties under the California Labor Code; Business and Professions Code
27 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with
28 legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort,

1 fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It
2 is agreed that this is a general release and is to be broadly construed as a release of all claims, provided
3 that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims
4 that cannot be released hereunder by law. Plaintiffs understand and expressly agree that this
5 Settlement Agreement extends to claims that they have against Defendant, of whatever nature and
6 kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future,
7 arising from or attributable to an incident or event, occurring in whole or in part, on or before the
8 execution of this Settlement Agreement. Any and all rights granted under any state or federal law or
9 regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542
10 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
11 Civil Code reads as follows:

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

17 40. Final Approval Order and Judgment. The Parties shall provide the Settlement
18 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
19 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
20 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
21 Class will be required.

22 41. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
23 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
24 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
25 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
26 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
27 Settlement Agreement.

28 42. Effects of Termination or Rescission of Settlement. In the event that the Settlement is

1 not approved, and final judgment not entered pursuant to the terms of this Settlement, the Settlement
2 Agreement may be terminated or rescinded. Termination or rescission of the Settlement Agreement
3 shall have the following effects:

4 a. The Settlement Agreement shall be void and shall have no force or effect, and
5 no Party shall be bound by any of its terms;

6 b. In the event the Settlement Agreement is terminated, Defendant shall have no
7 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
8 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
9 Administrator is notified that the Settlement has been terminated;

10 c. The Preliminary Approval Order, Final Approval Order and Judgment,
11 including any order certifying the Class, shall be vacated;

12 d. The Settlement Agreement and all negotiations, statements, and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions in the Litigation prior to the execution of the Settlement
15 Agreement;

16 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
17 statements, or filings in furtherance of the Settlement (including all matters associated with the
18 mediation) shall be admissible or offered into evidence in the Litigation or any other action for any
19 purpose whatsoever; and

20 f. Any documents generated to bring the Settlement into effect, will be null and
21 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
22 likewise be treated as void from the beginning.

23 43. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
26 of action or right herein released and discharged.

27 44. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
28 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
Any exhibits to this Settlement Agreement are an integral part of the Settlement.

1 45. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
7 which provide that a written agreement is to be construed according to its terms and may not be varied
8 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10 46. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
11 the Litigation (including with respect to California Code of Civil Procedure § 583.310), except such
12 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
13 Approval Hearing to be conducted by the Court.

14 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval
15 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
16 except by written agreement signed by counsel for all Parties. After the filing of the motion for
17 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
18 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
19 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
20 constitute a waiver of any other provision.

21 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
26 full authority to enter into this Settlement Agreement, and further intend that this Settlement
27 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
28 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
confidentiality provisions that otherwise might apply under state or federal law.

 49. Signatories. It is agreed that because the members of the Class are so numerous, it is

impossible or impractical to have each Settlement Class Member or PAGA Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Employee.

50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

51. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

52. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

53. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Litigation and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

54. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

55. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate

1 to implement the Settlement.

2 56. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
3 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
4 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
5 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
6 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
7 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
8 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
9 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
10 construed as an admission or concession by Defendant of any such violations or failures to comply
11 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
12 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
13 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
14 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
15 federal, state, local or other applicable law.

16 57. Captions. The captions and paragraph numbers in this Settlement Agreement are
17 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
18 intent of the provisions of this Settlement Agreement.

19 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
21 construed more strictly against one Party than another merely by virtue of the fact that it may have
22 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
23 negotiations between the Parties, all Parties have contributed equally to the preparation of this
24 Settlement Agreement.

25 59. Representation By Counsel. The Parties acknowledge that they have been represented
26 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
27 that this Settlement Agreement has been executed with the consent and advice of counsel, and
28 reviewed in full.

1 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
2 this Settlement Agreement herein will be subject to final Court approval.

3 61. Notices. All notices, demands, and other communications to be provided concerning
4 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
5 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
6 as follows:

7 To Plaintiffs and Class Counsel:

8 Jonathan M. Genish
9 jgenish@blackstonepc.com
10 Barbara DuVan-Clarke
11 BDC@blackstonepc.com
12 P.J. Van Ert
13 pjvanert@blackstonepc.com
14 **BLACKSTONE LAW, APC**
15 8383 Wilshire Boulevard, Suite 745
16 Beverly Hills, California 90211
17 Tel: (310) 622-4278 / Fax: (855) 786-6356

18 Aaron A. Bartz
19 aaron@bartzlawgroup.com
20 **BARTZ LAW GROUP, APC**
21 5151 California Avenue, Suite 100
22 Irvine, California 92617
23 Tel: (949) 504-4413 / Fax: (949) 656-7760

24 Walter L. Haines
25 walter@uelglaw.com
26 **UNITED EMPLOYEES LAW GROUP, PC**
27 8605 Santa Monica Boulevard, #63354
28 West Hollywood, California 90069
Tel: (562) 256-1047 / Fax: (562) 256-1006

To Defendant:

 Laura McHugh
 laura@dugganmchugh.com
 nicole@dugganmchugh.com
 DUGGAN MCHUGH LAW CORPORATION
 641 Fulton Avenue, Suite 100
 Sacramento, California 95825
 Tel: (916) 550-5309

Steve Holden
steve@holdenlawgroup.com
ariana@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559, Auburn, CA 95604
Tel: (530) 888-0901

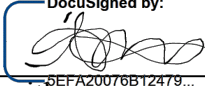
62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ANGELA SMITH

Dated: 1/15/2025

DocuSigned by:

Angela Smith
SEFA20076B12479...

PLAINTIFF KASSANDRA HERNDON

Dated: _____

Kassandra Herndon

DEFENDANT AGREEYA SOLUTIONS, INC.

Dated: _____

Full Name: _____

Title: _____

On behalf of AgreeYa Solutions, Inc.

Steve Holden
steve@holdenlawgroup.com
ariana@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559, Auburn, CA 95604
Tel: (530) 888-0901

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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IT IS SO AGREED.

PLAINTIFF ANGELA SMITH

Dated: _____

Angela Smith

PLAINTIFF KASSANDRA HERNDON

Dated: 01/15/2025

Kassandra Herndon

Kassandra Herndon

**DEFENDANT AGREEYA SOLUTIONS,
INC.**

Dated: _____

Full Name: _____

Title: _____

On behalf of AgreeYa Solutions, Inc.

Steve Holden
steve@holdenlawgroup.com
ariana@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559, Auburn, CA 95604
Tel: (530) 888-0901

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ANGELA SMITH

Dated: _____

Angela Smith

PLAINTIFF KASSANDRA HERNDON

Dated: _____

Kassandra Herndon

**DEFENDANT AGREEYA SOLUTIONS,
INC.**

Dated: 1/23/2025



Full Name: Sanjay Khosla


Title: Managing Partner

On behalf of AgreeYa Solutions, Inc.

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 01/15/2025


Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Kassandra Herndon
and Proposed Class Counsel*

7 **BARTZ LAW GROUP, APC**

9
10 Dated: _____

Aaron A. Bartz
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

12 **UNITED EMPLOYEES LAW GROUP, PC**

14
15 Dated: _____

Walter L. Haines
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

17 **DUGGAN McHUGH LAW CORPORATION**

19
20 Dated: _____

Laura McHugh
Attorneys for Defendant AgreeYa Solutions, Inc.

22 **HOLDEN LAW GROUP**

23
24 Dated: _____

Steve Holden
Attorneys for Defendant AgreeYa Solutions, Inc.

1 **APPROVED AS TO FORM ONLY:**

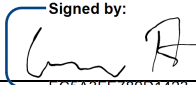
2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Cassandra Herndon
and Proposed Class Counsel*

7 **BARTZ LAW GROUP, APC**


8
9 Dated: 1/15/2025
10 _____

Signed by:


EC65A3FE789D1423...
Aaron A. Bartz
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

12 **UNITED EMPLOYEES LAW GROUP, PC**

13
14 Dated: January 23, 2025
15 _____



Walter L. Haines
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

17 **DUGGAN McHUGH LAW CORPORATION**

18
19 Dated: _____
20 _____

Laura McHugh
Attorneys for Defendant AgreeYa Solutions, Inc.

21 **HOLDEN LAW GROUP**

22
23 Dated: _____
24 _____

Steve Holden
Attorneys for Defendant AgreeYa Solutions, Inc.

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
*Attorneys for Plaintiff Kassandra Herndon
and Proposed Class Counsel*

7 **BARTZ LAW GROUP, APC**

8
9 Dated: _____

Aaron A. Bartz
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

12 **UNITED EMPLOYEES LAW GROUP, PC**

13
14 Dated: _____

Walter L. Haines
*Attorneys for Plaintiff Angela Smith
and Proposed Class Counsel*

17 **DUGGAN McHUGH LAW CORPORATION**

18
19 Dated: 1/15/2025



Laura McHugh
Attorneys for Defendant AgreeYa Solutions, Inc.

21 **HOLDEN LAW GROUP**

22
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