

1 (“PAGA Action”), thereby commencing a putative representative PAGA action against Defendant.
2 The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys
3 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the
4 aforementioned California Labor Code violations.

5 3. Defendant denies all materials allegations set forth in the Action and has asserted
6 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
7 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
8 Released PAGA Claims (as defined herein).

9 4. Class Counsel diligently investigated the class and PAGA claims against Defendant,
10 including any and all applicable defenses and the applicable law. The investigation included, *inter*
11 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
12 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
13 merits of the claims and contentions of the Parties.

14 5. On November 23, 2024, the Parties participated in mediation with Monique Ngo-
15 Bonnici (the “Mediator”), a respected mediator of complex wage and hour actions, and with the
16 assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein.
17 The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of
18 an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the
19 costs and risks associated with continued litigation. Based on Class Counsel’s investigation and
20 evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the
21 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest
22 of the Class Members, State of California, and PAGA Employees in light of all known facts and
23 circumstances, including the risk of significant delay and uncertainty associated with litigation and
24 various defenses asserted by Defendant.

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

1 positions.

2 **DEFINITIONS**

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

5 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
6 Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and
7 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 10.

8 b. “Class” or “Class Member(s)” means all current and former hourly-paid or non-
9 exempt employees who worked for Defendant within the State of California at any time during the
10 Class Period.

11 c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
12 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
13 appointed counsel for the Class.

14 d. “Class List” means a complete list of all Class Members that Defendant will
15 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
16 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
17 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
18 number; (4) dates worked for Defendant during the Class Period; (5) Pay Periods worked for
19 Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period;
20 and (7) such other information as is necessary for the Settlement Administrator to calculate Pay
21 Periods.

22 e. “Class Notice” means the Notice of Class Action Settlement, substantially in
23 the form attached hereto as “**Exhibit A**.”

24 f. “Class Period” means the period from June 22, 2022 through January 23, 2025.

25 g. “Class Settlement” means the settlement and resolution of all Released Class
26 Claims.

27 h. “Court” means the Superior Court of the State of California for the County of
28 Los Angeles.

1 i. “Defendant’s Counsel” means Thalia Rofos and Anita Lodi of O’Hagan Meyer
2 LLP.

3 j. “Effective Date” means the date when all of the following events have occurred:
4 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
5 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
6 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
7 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
8 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
9 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
10 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
11 the later of the following events: five business days after the period for filing any appeal, writ, or other
12 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without
13 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
14 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five
15 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
16 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
17 remedies or relief.

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

21 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
22 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
23 Employees, as set forth in Paragraph 11.

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

26 n. “Final Approval Hearing” means the hearing at which the Court will consider
27 and determine whether the Settlement should be granted Final Approval.

28 o. “Final Approval Order and Judgment” means the order granting final approval

1 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
2 Parties, and subject to approval by the Court.

3 p. “Gross Settlement Amount” means the amount of Two Million Seven Hundred
4 Fifty Thousand Dollars and Zero Cents (\$2,750,000.00) to be paid by Defendant in full satisfaction of
5 the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
6 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net
7 Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer’s
8 share of payroll taxes separately and in addition to the Gross Settlement Amount. The Gross
9 Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to
10 Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 14.

11 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
12 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
13 calculated in accordance with Paragraph 16.

14 r. “Individual Settlement Payment” means the net payment of each Settlement
15 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
16 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
17 Paragraph 17.

18 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
19 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
20 in accordance with Paragraph 15.

21 t. “LWDA Payment” means the amount of One Hundred Thousand and Five
22 Dollars and Zero Cents (\$100,005.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
23 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 12.

24 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
25 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
26 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
27 Settlement Administration Costs.

28 v. “Notice of Objection” means a Settlement Class Member’s written objection to

1 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)
2 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of
3 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection
4 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
5 documents upon which the objection is based; and (e) be returned by mail to the Settlement
6 Administrator at the specified address, postmarked on or before the Response Deadline.

7 w. “PAGA Amount” means the allocation of One Hundred Thirty-Three Thousand
8 Three Hundred Forty Dollars and Zero Cents (\$133,340.00) from the Gross Settlement Amount for
9 the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$100,005.00, will be
10 paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or
11 \$33,335.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

12 x. “PAGA Employees” means all current and former hourly-paid or non-exempt
13 employees who worked for Defendant within the State of California at any time during the PAGA
14 Period.

15 y. “PAGA Employee Amount” means the amount of Thirty-Three Thousand
16 Three Hundred Thirty-Five Dollars and Zero Cents (\$33,335.00), i.e., 25% of the PAGA Amount, to
17 be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

18 z. “PAGA Period” means the period from June 22, 2022, through January 23,
19 2025.

20 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
21 Claims.

22 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked
23 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period,
24 which will be calculated by the Settlement Administrator by using start and end date of employment.

25 cc. “Preliminary Approval” means the date on which the Court enters the
26 Preliminary Approval Order.

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

1 the Court.

2 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
3 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
4 alleged or which could have been alleged based on the factual allegations in the Class Action
5 Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically
6 include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant
7 meal and rest periods and associated premium payments, timely pay wages during employment and
8 upon termination, provide compliant wage statements, and reimburse necessary business-related
9 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,
10 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
11 and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California
12 Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for
13 statutory penalties, pertaining to the Class Members.

14 ff. “Released PAGA Claims” means any and all claims arising from any of the
15 factual allegations in the PAGA Letter and the PAGA Complaint, arising during the PAGA Period,
16 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
17 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged
18 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated
19 premium payments, timely pay wages during employment and upon termination, provide compliant
20 wage statements, maintain complete and accurate payroll records, and reimburse necessary business-
21 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7,
22 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
23 Wage Orders.

24 gg. “Released Parties” means Defendant and its current and former officers,
25 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
26 assigns.

27 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
28 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number

1 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,
2 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
3 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
4 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

5 ii. “Response Deadline” means the deadline by which Class Members must submit
6 a Request for Exclusion, Notice of Objection, and/or Pay Periods Dispute, which shall be the date that
7 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
8 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
9 case the Response Deadline will be extended to the next day on which the United States Postal service
10 is open. The Response Deadline may also be extended by express agreement between Class Counsel
11 and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
12 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
13 original Response Deadline.

14 jj. “Settlement Administrator” means Apex Class Action, LLC, or any other third-
15 party class action settlement administrator agreed to by the Parties and approved by the Court for
16 purposes of administering the Settlement. The Parties and their counsel each represent that they do
17 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
18 the Settlement Administrator that could create a conflict of interest.

19 kk. “Settlement Administration Costs” means the costs payable from the Gross
20 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
21 Paragraph 13.

22 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
23 who do not submit a timely and valid Request for Exclusion.

24 mm. “Pay Periods Dispute” means a letter submitted by a Class Member disputing
25 the number of Pay Periods which have been credited to them, which must: (a) contain the case name
26 and number of the Class Action; (b) contain the Class Member’s full name, signature, address,
27 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
28 clearly state that the Class Member disputes the number of Pay Periods credited to the Class

1 Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct
2 number; and (d) be returned by mail to the Settlement Administrator at the specified address,
3 postmarked on or before the Response Deadline.

4 **CLASS CERTIFICATION**

5 8. For the purposes of this Settlement only, the Parties stipulate to the certification of the
6 Class.

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

13 **TERMS OF THE AGREEMENT**

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

16 10. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
17 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
18 Gross Settlement Amount (i.e., \$962,500 if the Gross Settlement Amount is \$2,750,000) and
19 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
20 of the Action, in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00),
21 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
22 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
23 the Action, including without limitation all work performed and costs incurred to date, and all work
24 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
25 Settlement Agreement, including any objections raised and any appeals necessitated by those
26 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
27 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
28 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any

1 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
2 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

3 11. Enhancement Payment. Defendant agrees not to oppose or impede any application or
4 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars (\$10,000).
5 The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court
6 approval, will be in addition to her Individual Settlement Payment as a Settlement Class Member and
7 Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for
8 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
9 received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement
10 Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to
11 Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
12 Members. Plaintiff will also sign a General Release in connection with her individual claims, as
13 memorialized in a separate individual settlement..

14 12. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
15 One Hundred Thirty-Three Thousand Three Hundred Forty Dollars and Zero Cents (\$133,340.00)
16 shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys
17 General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-
18 five percent (75%), or \$100,005.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-
19 five percent (25%), or \$33,335.00, will be distributed to PAGA Employees (i.e., the PAGA Employee
20 Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA
21 Employee during the PAGA Period (i.e., the Individual PAGA Payments).

22 13. Settlement Administration Costs. The Settlement Administrator will be paid for the
23 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
24 which is currently estimated not to exceed Forty Thousand Dollars and Zero cents (\$40,000.00). These
25 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
26 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices
27 and other documents for the Settlement, calculating and distributing payments due under the
28 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,

1 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
2 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
3 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
4 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
5 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
6 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
7 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
8 Settlement Class Members.

9 14. Escalator Clause. Defendant has represented that the Class Members worked a total of
10 180,091 Pay Periods during the period from June 22, 2022, to November 23, 2024. If it is determined
11 by the Settlement Administrator that the total number of Pay Periods worked by the Class Members
12 during the Class Period actually exceeds 180,091 by more than 10%, then the Gross Settlement
13 Amount will be increased on a *pro rata* basis equal to the percentage increase in the number worked
14 by the Class Members above 10%. For example, if the number of Pay Periods increases by 11%, then
15 the Gross Settlement Amount will increase by 1%.

16 15. Individual Settlement Share Calculations. Individual Settlement Shares will be
17 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
18 Pay Periods, as follows:

19 a. After Preliminary Approval, the Settlement Administrator will divide the Net
20 Settlement Amount by the Pay Periods of all Class Members to yield the "Estimated Pay Period
21 Value," and multiply each Class Member's individual Pay Periods by the Estimated Pay Period Value
22 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
23 entitled to receive under the Class Settlement.

24 b. After Final Approval, the Settlement Administrator will divide the final Net
25 Settlement Amount by the Pay Periods of all Settlement Class Members to yield the "Final Pay Period
26 Value," and multiply each Settlement Class Member's individual Pay Periods by the Final Pay Period
27 Value to each Settlement Class Member's final Individual Settlement Share.

28 16. Individual PAGA Payment Calculations. Individual PAGA Payments will be

1 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
2 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
3 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
4 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
5 Value to yield each PAGA Employee's Individual PAGA Payment.

6 17. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
7 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
8 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
9 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
10 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
11 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
12 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
13 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
14 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
15 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
16 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

23 19. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
24 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
25 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
26 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
27 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
28 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class

1 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
2 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
3 Members, and PAGA Employees should consult with their tax advisors concerning the tax
4 consequences of any payment they receive under the Settlement.

5 20. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
6 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
7 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
8 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
9 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
10 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
11 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
13 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
14 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
15 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
16 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
17 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
19 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
20 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
21 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
22 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
23 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
24 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
25 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
26 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
27 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

28 21. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the

1 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
2 are issued to the payee. It is expressly understood and agreed that payments made under this
3 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
4 to additional compensation or benefits under any new or additional compensation or benefits, or any
5 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
6 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
7 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
8 any contrary language or agreement in any benefit or compensation plan document that might have
9 been in effect during the Class Period).

10 22. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

11 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
12 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement
13 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
14 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose
15 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By
16 way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the
17 following:

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

28 23. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

1 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
2 approval of the Settlement.

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

5 25. Notice by First-Class U.S. Mail.

6 a. Within seven (7) calendar days after receiving the Class List from Defendant,
7 the Settlement Administrator will perform a search based on the National Change of Address Database
8 or any other similar services available, such as provided by Experian, for information to update and
9 correct for any known or identifiable address changes, and will mail a Class Notice in English and
10 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
11 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
12 Administrator.

13 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
14 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
15 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
16 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
17 attempt to determine the correct address using a skip-trace or other search, using the name, address,
18 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
19 calendar days.

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

24 26. Disputes Regarding Pay Periods. Class Members/PAGA Employees will have an
25 opportunity to dispute the number of Pay Periods which have been credited to them, as reflected in
26 their respective Class Notices, by submitting a timely and valid Pay Periods Dispute to the Settlement
27 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on
28 the return mailing envelope will be the exclusive means to determine whether a Pay Periods Dispute

1 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
2 as they pertain to the number of Pay Periods to be credited to a disputing Class Member/PAGA
3 Employee, Defendant's records will be presumed to be correct and determinative of the dispute.
4 However, if a Class Member/PAGA Employee produces information and/or documents to the
5 contrary, the Settlement Administrator will evaluate the materials submitted by the Class
6 Member/PAGA Employee and the Settlement Administrator will resolve and determine the number
7 of eligible Pay Periods that the disputing Class Member/PAGA Employee should be credited with
8 under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-
9 appealable.

10 27. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
11 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
12 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
13 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
14 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
15 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
16 submitted, and also identify the individuals who have submitted a timely and valid Request for
17 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
18 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
19 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
20 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
21 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
22 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
23 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
24 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
25 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
26 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
27 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
28 submit a Request for Exclusion.

1 28. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
2 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
3 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
4 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant’s
6 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
7 and complete and which were not), and also attach them to a declaration that is to be filed with the
8 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
9 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
10 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
11 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
12 whether they have submitted a Notice of Objection.

13 29. Reports by the Settlement Administrator. The Settlement Administrator shall provide
14 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
15 Class Notices; (ii) the number of Class Members who have submitted Pay Periods Disputes; (iii) the
16 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
17 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
18 Administrator will provide to counsel for the Parties any updated reports regarding the administration
19 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
20 receives a request from an individual or any other entity regarding inclusion in the Class and/or
21 Settlement or regarding a Pay Periods Dispute.

22 30. Defendant’s Right to Rescind. If more than ten percent (10%) of the Class Members
23 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
24 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
25 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
28 administration owed to the Settlement Administrator incurred up to that date.

1 31. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to
3 the Court and counsel for all Parties.

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

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

16 b. Certification of the Settlement Class;

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

18 d. Approval of the application for Enhancement Payment to Plaintiff;

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

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

23 33. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after
24 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
25 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
26 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
27 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
28 unemployment insurance tax ID number, and other information requested by the Settlement
Administrator, no later than fifteen (15) business days after the Effective Date.

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

8 35. Settlement Checks. The Settlement Administrator will be responsible for undertaking
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
10 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
11 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
12 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
13 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
14 Members and PAGA Employees are not required to submit a claim to be issued an Individual
15 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
16 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
17 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
18 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
19 of California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
20 Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil
21 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
22 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
23 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
24 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
25 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
26 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
27 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
28 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

 36. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,

1 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,
2 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

3 37. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
4 Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will
5 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
6 discharged the Released Parties of all Released PAGA Claims.

7 38. Plaintiff's General Release. Plaintiff will execute an individual general release in a
8 separate individual settlement agreement.

9 39. Final Approval Order and Judgment. The Parties shall provide the Settlement
10 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
11 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
12 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
13 Class will be required.

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

20 41. Effects of Termination or Rescission of Settlement. Termination or rescission of the
21 Settlement Agreement shall have the following effects:

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

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

28 c. The Preliminary Approval Order, Final Approval Order and Judgment,

1 including any order certifying the Class, shall be vacated;

2 d. The Settlement Agreement and all negotiations, statements, and proceedings
3 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
4 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

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

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

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

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

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

28 45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
the Action (including with respect to California Code of Civil Procedure § 583.310), except such

1 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
2 Approval Hearing to be conducted by the Court.

3 46. Amendment or Modification. Prior to the filing of the motion for preliminary approval
4 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
5 except by written agreement signed by counsel for all Parties. After the filing of the motion for
6 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
7 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
8 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
9 constitute a waiver of any other provision.

10 47. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
12 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
13 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
14 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
15 full authority to enter into this Settlement Agreement, and further intend that this Settlement
16 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
17 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
18 confidentiality provisions that otherwise might apply under state or federal law.

19 48. Signatories. It is agreed that because the members of the Class are so numerous, it is
20 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
21 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
22 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
23 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
24 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
25 Member and PAGA Employee.

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

28 50. 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.

51. Execution and Counterparts. This Settlement Agreement is subject only to the

1 execution of all Parties. However, this Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
3 copies of the signature page, will be deemed to be one and the same instrument.

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

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

17 54. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
18 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
19 to implement the Settlement.

20 55. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
21 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
22 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
23 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
25 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
26 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
27 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
28 construed as an admission or concession by Defendant of any such violations or failures to comply

1 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
2 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
3 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
4 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
5 federal, state, local or other applicable law.

6 56. Captions. The captions and paragraph numbers in this Settlement Agreement are
7 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
8 intent of the provisions of this Settlement Agreement.

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

15 58. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
17 that this Settlement Agreement has been executed with the consent and advice of counsel, and
18 reviewed in full.

19 59. All Terms Subject to Final Court Approval. All amounts and procedures described in
20 this Settlement Agreement herein will be subject to final Court approval.

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

25 To Plaintiffs and Class Counsel:
26 Jonathan M. Genish
27 jgenish@blackstonepc.com
28 Barbara DuVan-Clarke
BDC@blackstonepc.com
Danielle GruppChang
dgruppchang@blackstonepc.com

1 P.J. Van Ert
2 pjvanert@blackstonepc.com
3 **BLACKSTONE LAW, APC**
4 8383 Wilshire Boulevard, Suite 745
5 Beverly Hills, California 90211
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

7 To Defendant:
8 Thalia Rofos
9 Trofos@ohaganmeyer.com
10 Anita Lodi
11 alodi@ohaganmeyer.com
12 **O'HAGAN MEYER LLP**
13 4695 MacArthur Ct. Suite 900
14 Newport Beach, California 92660
15 Tel: (949) 519-2080

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

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

25 **IT IS SO AGREED.**

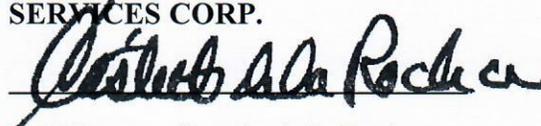
26 **PLAINTIFF ALESIA WILLIAMS**

27 Dated: _____

28 _____
Alesia Williams

DEFENDANT ALTAMED HEALTH SERVICES CORP.

Dated: 05/09/2025


Full Name: Castulo de la Rocha

Title: President & CEO

On behalf of Altamed Health Services Corp.

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APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC



Dated: _____

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

O'HAGAN MEYER LLP



Dated: May 9, 2025

Eftalia Rofos
Anita Lodi
*Attorneys for Defendant Altamed Health
Services Corp.*

