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and on behalf of all others similarly situated
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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 MANUEL DE JESUS RUIZ VALLEJOS, an
individual and on behalf of all others
14 similarly situated,
15 Plaintiff,
16 v.
17 MATCHMASTER DYEING & FINISHING,
INC., a California Corporation; and DOES 1
18 through 100, inclusive,
19 Defendants.

CASE NO.: 24STCV26023
[Assigned for all purposes to Honorable
Laura Seigle in Dept. 1]
**CLASS AND PAGA SETTLEMENT
AGREEMENT**
Action Filed: October 7, 2024
Trial Date: None Set

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1 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made by and between Plaintiff MANUEL DE JESUS RUIZ
3 VALLEJOS (“Plaintiff”) and MATCHMASTER DYEING & FINISHING, INC. (“Defendant”).
4 The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as
5 “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” or “Actions”) means: (1) the Plaintiff’s lawsuit alleging wage and hour
8 violations against Defendant, captioned *Manuel De Jesus Ruiz Vallejos v. Matchmaster Dyeing*
9 *& Finishing, Inc.*, Case No. 24STCV26023, filed on October 7, 2024, and pending in Superior
10 Court of the State of California, County of Los Angeles (“Class Action”); (2) Plaintiff’s lawsuit
11 seeking civil penalties under California Private Attorneys’ General Act of 2004, California Labor
12 Code § 2698 et seq. (“PAGA”), captioned *Manuel De Jesus Ruiz Vallejos v. Matchmaster Dyeing*
13 *& Finishing, Inc.*, Case No. 24STCV26313, filed on October 9, 2024, and pending in Superior
14 Court of the State of California, County of Los Angeles (“PAGA Action I”); and (3) Plaintiff’s
15 lawsuit seeking civil penalties under the PAGA), captioned *Manuel De Jesus Ruiz Vallejos v.*
16 *Matchmaster Dyeing & Finishing, Inc.*, Case No. 24STCV33222, filed on December 16, 2024,
17 and pending in Superior Court of the State of California, County of Los Angeles (“PAGA Action
18 II”) (collectively, the “Cases”).

19 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties
20 have agreed to appoint to administer the Settlement.

21 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
22 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
23 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
24 Preliminary Approval of the Settlement.

25 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
26 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
27 Period.

28 1.5. “Class” means all persons employed by Defendant in California and classified as a non-

1 exempt, hourly-paid employee who worked for Defendant during the Class Period.

2 1.6. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
3 P.C., as well as Ramin Younessi of Law Offices of Ramin R. Younessi, A Professional Law
4 Corporation.

5 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean
6 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
7 expenses, respectively, incurred to prosecute the Action.

8 1.8. "Class Data" means Class Member identifying information in Defendant's custody,
9 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)
10 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
11 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

12 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either
13 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
14 Class Member who qualifies as an Aggrieved Employee).

15 1.10. "Class Member Address Search" means the Administrator's investigation and search for
16 current Class Member mailing addresses using all reasonably available sources, methods and
17 means including, but not limited to, the National Change of Address database, skip traces, and
18 direct contact by the Administrator with Class Members.

19 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
20 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
21 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
22 A and incorporated by reference into this Agreement.

23 1.12. "Class Period" means the period from February 3, 2022, through May 31, 2025.

24 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action
25 seeking Court approval to serve as a Class Representative.

26 1.14. "Class Representative Service Payment" means the payment to the Class Representative
27 for initiating the Action and providing services in support of the Action.

28 1.15. "Court" means the Superior Court of California, County of Los Angeles.

- 1 1.16. "Defendant" means named defendant Matchmaster Dyeing & Finishing, Inc.
- 2 1.17. "Defense Counsel" means Joel P. Kelly and Luba Lerner of Attwood Gregg LLP.
- 3 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting
4 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
5 latest of the following occurrences: (a) if no Participating Class Member objects to the
6 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
7 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
8 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
9 affirms the Judgment and issues a remittitur.
- 10 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 11 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
12 of the Settlement.
- 13 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
14 Approval.
- 15 1.22. "Gross Settlement Amount" means One Million Dollars and Zero Cents (\$1,000,000.00)
16 which is the total amount Defendant agrees to pay under the Settlement, except as provided in
17 Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the
18 Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class
19 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class
20 Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.
- 21 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
22 Net Settlement Amount calculated according to the number of Workweeks worked during the
23 Class Period.
- 24 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
25 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
26 Period.
- 27 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.
- 28 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency

1 entitled, under Labor Code section 2699, subd. (i).

2 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
3 under Labor Code section 2699, subd. (i).

4 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
5 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
6 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
8 paid to Participating Class Members as Individual Class Payments.

9 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
10 Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
12 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
13 applicable), and termination dates (as applicable).

14 1.31. "PAGA Period" means the period from September 27, 2023, through the end of the Class
15 Period.

16 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

17 1.33. "PAGA Notice" means Plaintiff's September 27, 2024, letter to Defendant and the
18 LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

19 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
20 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75%
21 to the LWDA (\$75,000.00) in settlement of PAGA claims.

22 1.35. "Participating Class Member" means a Class Member who does not submit a valid and
23 timely Request for Exclusion from the Settlement.

24 1.36. "Plaintiff" means Manuel De Jesus Ruiz Vallejos the named Plaintiff in the Action.

25 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
26 Settlement.

27 1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
28 and Approval of PAGA Settlement.

1 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2
2 below.

3 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
4 below.

5 1.41. "Released Parties" means: Defendant, and each of its former, present and future owners,
6 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,
7 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
8 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

9 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
10 excluded from the Class Settlement signed by the Class Member.

11 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
12 Class Members and Aggrieved Employees and shall be the last date on which Class Members
13 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
14 Settlement. Class Members to whom Notice Packets are resent after having been returned
15 undeliverable to the Administrator shall have an additional 15 days beyond the Response
16 Deadline has expired.

17 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
18 Judgment.

19 1.45. "Workweek" means any week during which a Class Member worked for Defendant, for
20 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
21 termination dates (as applicable).

22 2. RECITALS

23 2.1. On September 27, 2024, Plaintiff filed the PAGA Notice with the LWDA stating he
24 wished to represent the aggrieved employees against Defendant for various violations of the labor
25 code.

26 2.2. On October 7, 2024, Plaintiff commenced this Action by filing a complaint against
27 Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest
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1 breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; and
2 unfair competition (“Class Action”).

3 2.3. On December 16, 2024, Plaintiff filed a separate action asserting a cause of action under
4 PAGA and seeking civil penalties against Defendant for the violations asserted in the PAGA
5 Notice (the “PAGA Action”).

6 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

7 2.5. Prior to mediation, Plaintiff obtained, through informal discovery: (a) time and payroll
8 records for 100% of Class Members during the Class Period; (b) wage and hour policy
9 documents; and (c) all documents pertaining to Plaintiff available to Defendant.

10 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
11 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
12 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

13 2.7. On March 15, 2025, the Parties participated in an all-day mediation presided over by Lynn
14 Frank, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class
15 and PAGA claims in the Action.

16 2.8. The Court has not granted class certification.

17 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
18 other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement.

20 2.10. As part of the Settlement, the Parties agree to stipulate to consolidating the Class Action
21 and PAGA Action for settlement purposes only.

22 **3. MONETARY TERMS**

23 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
24 Defendant promises to pay \$1,000,000.00 as the Gross Settlement Amount, unless increased
25 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
26 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
27 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
28 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement

1 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
2 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
3 Defendant.

4 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
5 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
6 in the Final Approval:

7 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
8 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
9 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
10 not oppose Plaintiff's request for a Class Representative Service Payment that does not
11 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
12 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
13 Representative Service Payments prior to the Final Approval Hearing. If the Court
14 approves a Class Representative Service Payment for less than the amount requested,
15 the Administrator will retain the remainder in the Net Settlement Amount. The
16 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
17 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
18 Representative Service Payment.

19 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33% of the
20 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
21 Agreement, is currently estimated to be \$333,333.33 and a Class Counsel Litigation
22 Expenses Payment of not more than \$60,000.00. Defendant will not oppose requests for
23 these payments provided that do not exceed these amounts. Plaintiff and/or Class
24 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
25 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
26 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
27 than the amounts requested, the Administrator will allocate the remainder to the Net
28 Settlement Amount. Released Parties shall have no liability to Class Counsel or any

1 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
2 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
3 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
4 or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
5 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
6 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any
7 dispute or controversy regarding any division or sharing of any of these Payments. There
8 will be no additional charge of any kind to either the Settlement Class Members or
9 request for additional consideration from Defendant for such work unless, Defendant
10 materially breach this Agreement, including any term regarding funding, and further
11 efforts are necessary from Class Counsel to remedy said breach, including, without
12 limitation, moving the Court to enforce the Agreement. Should the Court approve
13 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
14 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
15 Settlement Amount.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
17 \$8,500.00 except for a showing of good cause and as approved by the Court. To the
18 extent the Administration Expenses are less or the Court approves payment less than
19 \$8,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
21 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
22 all Participating Class Members during the Class Period and (b) multiplying the result
23 by each Participating Class Member's Workweeks.

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
25 Class Member's Individual Class Payment will be allocated to settlement of
26 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
27 withholding and will be reported on an IRS W-2 Form. The 80% of each
28 Participating Class Member's Individual Class Payment will be allocated to

1 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
2 Non-Wage Portions are not subject to wage withholdings and will be reported
3 on IRS 1099 Forms. Participating Class Members assume full responsibility and
4 liability for any employee taxes owed on their Individual Class Payment.

5 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
6 Class Payments. Non-Participating Class Members will not receive any
7 Individual Class Payments. The Administrator will retain amounts equal to their
8 Individual Class Payments in the Net Settlement Amount for distribution to
9 Participating Class Members on a pro rata basis.

10 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
11 \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00)
12 allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the
13 Individual PAGA Payments.

14 3.2.5.1. The Administrator will calculate each Individual PAGA
15 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share
16 of PAGA Penalties \$25,000.00 by the total number of PAGA Period Pay
17 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Period Pay
19 Periods. Aggrieved Employees assume full responsibility and liability for any
20 taxes owed on their Individual PAGA Payment.

21 3.2.5.2. If the Court approves PAGA Penalties of less than the
22 amount requested, the Administrator will allocate the remainder to the Net
23 Settlement Amount. The Administrator will report the Individual PAGA
24 Payments on IRS 1099 Forms.

25 **4. SETTLEMENT FUNDING AND PAYMENTS**

26 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
27 to date, Defendant estimates there are 380 Class Members who collectively worked a total of
28 47,262 Workweeks, and 325 of Aggrieved Employees who worked a total of 19,000 PAGA Pay

1 Periods.

2 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
3 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
4 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
5 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
6 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
7 employees who need access to the Class Data to effect and perform under this Agreement.
8 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
9 Data omitted class member identifying information and to provide corrected or updated Class
10 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
11 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
12 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
13 omitted Class Data.

14 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
15 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
16 transmitting the funds to the Administrator no later than 7 days after the Effective Date.

17 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
18 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
19 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
20 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
21 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
22 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
23 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
24 Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
26 Individual PAGA Payments and send them to the Class Members via First Class U.S.
27 Mail, postage prepaid. The face of each check shall prominently state the date (not less
28 than 180 days after the date of mailing) when the check will be voided. The

1 Administrator will cancel all checks not cashed by the void date. The Administrator will
2 send checks for Individual Settlement Payments to all Participating Class Members
3 (including those for whom Class Notice was returned undelivered). The Administrator
4 will send checks for Individual PAGA Payments to all Aggrieved Employees including
5 Non-Participating Class Members who qualify as Aggrieved Employees (including
6 those for whom Class Notice was returned undelivered). The Administrator may send
7 Participating Class Members a single check combining the Individual Class Payment
8 and the Individual PAGA Payment. Before mailing any checks, the Settlement
9 Administrator must update the recipients' mailing addresses using the National Change
10 of Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other
12 Class Members whose checks are returned undelivered without USPS forwarding
13 address. Within 7 days of receiving a returned check the Administrator must re-mail
14 checks to the USPS forwarding address provided or to an address ascertained through
15 the Class Member Address Search. The Administrator need not take further steps to
16 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
17 The Administrator shall promptly send a replacement check to any Class Member whose
18 original check was lost or misplaced, requested by the Class Member prior to the void
19 date.

20 4.4.3. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
22 shall transmit the funds represented by such checks to the California Controller's Office,
23 Unclaimed Property Fund.

24 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
25 not obligate Defendant to confer any additional benefits or make any additional
26 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
27 specified in this Agreement.

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5. RELEASE OF CLAIMS

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

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the complaints filed in the Class Action and PAGA Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

1 5.1.2. The above release, including the 1542 waiver, applies to all individual claims that
2 Plaintiff has or may have against Defendant up to and including the date of this
3 Agreement, with the sole exception of Plaintiff's individual claims asserted with the
4 California Civil Rights Department.

5 5.2. Release by Participating Class Members: For the duration of the Class Period, all
6 Participating Class Members, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
8 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
9 facts stated in the complaint filed in the Class Action.

10 5.3. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
11 release any other claims, including claims for vested benefits, wrongful termination, violation of
12 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
13 workers' compensation, or claims based on facts occurring outside the Class Period.

14 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
15 Employees are deemed to release, on behalf of themselves and their respective former and present
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
17 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
18 alleged, based on the facts stated in the complaint filed in the PAGA Action and the PAGA
19 Notice.

20 **6. MOTION FOR PRELIMINARY APPROVAL**

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

24 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full
25 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
26 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
27 potential conflicts of interest with the Administrator and Cy Pres Recipient.

28 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all

1 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
2 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
3 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
4 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
5 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
6 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
7 to its willingness to serve; competency; operative procedures for protecting the security of Class
8 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
9 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
10 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
11 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
12 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
13 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
14 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
15 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
16 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement; and (vi) all facts relevant to
17 any actual or potential conflict of interest with Class Members and the Administrator.

18 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
19 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
20 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
21 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
22 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
23 Administrator.

24 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
25 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
26 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
27 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
28 Approval or conditions Preliminary Approval on any material change to this Agreement, Class

1 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
2 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
3 Court's concerns.

4 **7. SETTLEMENT ADMINISTRATION**

5 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
6 Administration to serve as the Administrator and verified that, as a condition of appointment,
7 Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a
8 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
9 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
10 financial or otherwise, with the Administrator other than a professional relationship arising out
11 of prior experiences administering settlements.

12 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
13 Identification Number for purposes of calculating payroll tax withholdings and providing reports
14 state and federal tax authorities.

15 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
16 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
17 468B-1.

18 7.4. Notice to Class Members

19 7.4.1. No later than three (3) business days after receipt of the Class Data, the
20 Administrator shall notify Class Counsel that the list has been received and state the
21 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
22 Class Data.

23 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
24 days after receiving the Class Data, the Administrator will send to all Class Members
25 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
26 the Class Notice with Spanish translation, substantially in the form attached to this
27 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
28 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable

1 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
2 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
3 update Class Member addresses using the National Change of Address database.

4 7.4.3. Not later than three business days after the Administrator's receipt of any Class
5 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
6 Notice using any forwarding address provided by the USPS. If the USPS does not
7 provide a forwarding address, the Administrator shall conduct a Class Member Address
8 Search, and re-mail the Class Notice to the most current address obtained. The
9 Administrator has no obligation to make further attempts to locate or send Class Notice
10 to Class Members whose Class Notice is returned by the USPS a second time.

11 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
12 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
13 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
14 notice is re-mailed. The Administrator will inform the Class Member of the extended
15 deadline with the re-mailed Class Notice.

16 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
17 discovers any persons who believe they should have been included in the Class Data
18 and should have received Class Notice, the Parties will expeditiously meet and confer,
19 and in good faith, in an effort to agree on whether to include them as Class Members. If
20 the Parties agree, such persons will be Class Members entitled to the same rights as other
21 Class Members, and the Administrator will send, via email or overnight delivery, a Class
22 Notice requiring them to exercise options under this Agreement not later than 15 days
23 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
24 later.

25 7.5. Requests for Exclusion (Opt-Outs).

26 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
27 must send the Administrator, by mail, a signed written Request for Exclusion not later
28 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days

1 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
2 from a Class Member or his/her representative that reasonably communicates the Class
3 Member's election to be excluded from the Settlement and includes the Class Member's
4 name, address and email address or telephone number. To be valid, a Request for
5 Exclusion must be timely postmarked by the Response Deadline.

6 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
7 fails to contain all the information specified in the Class Notice. The Administrator shall
8 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
9 the identity of the person as a Class Member and the Class Member's desire to be
10 excluded. The Administrator's determination shall be final and not appealable or
11 otherwise susceptible to challenge. If the Administrator has reason to question the
12 authenticity of a Request for Exclusion, the Administrator may demand additional proof
13 of the Class Member's identity. The Administrator's determination of authenticity shall
14 be final and not appealable or otherwise susceptible to challenge.

15 7.5.3. Every Class Member who does not submit a timely and valid Request for
16 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
17 to all benefits and bound by all terms and conditions of the Settlement, including the
18 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
19 regardless whether the Participating Class Member actually receives the Class Notice
20 or objects to the Settlement.

21 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
22 Non-Participating Class Member and shall not receive an Individual Class Payment or
23 have the right to object to the class action components of the Settlement. Because future
24 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
25 Participating Class Members who are Aggrieved Employees are deemed to release the
26 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
27 PAGA Payment.

28 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after

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

12 **7.7. Objections to Settlement**

13 7.7.1. Only Participating Class Members may object to the class action components of
14 the Settlement and/or this Agreement, including contesting the fairness of the
15 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
16 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

17 7.7.2. Participating Class Members may send written objections to the Administrator, by
18 mail. In the alternative, Participating Class Members may appear in Court (or hire an
19 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
20 A Participating Class Member who elects to send a written objection to the
21 Administrator must do so not later than 45 days after the Administrator's mailing of the
22 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
23 mailed).

24 7.7.3. Non-Participating Class Members have no right to object to any of the class action
25 components of the Settlement.

26 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain

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

9 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
11 Not later than 5 days after the expiration of the deadline for submitting Requests for
12 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
13 containing (a) the names and other identifying information of Class Members who have
14 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
15 other identifying information of Class Members who have submitted invalid Requests
16 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
17 (whether valid or invalid).

18 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
19 reports to Class Counsel and Defense Counsel that, among other things, tally the number
20 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
21 Exclusion (whether valid or invalid) received, objections received, challenges to
22 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
23 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
24 Weekly Reports must provide the Administrator’s assessment of the validity of Requests
25 for Exclusion and attach copies of all Requests for Exclusion and objections received.

26 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
27 address and make final decisions consistent with the terms of this Agreement on all
28 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The

1 Administrator's decision shall be final and not appealable or otherwise susceptible to
2 challenge.

3 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
4 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
5 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
6 due diligence and compliance with all of its obligations under this Agreement,
7 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
8 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
9 number of Requests for Exclusion from Settlement it received (both valid or invalid),
10 the number of written objections and attach the Exclusion List. The Administrator will
11 supplement its declaration as needed or requested by the Parties and/or the Court. Class
12 Counsel is responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
14 disburses all funds in the Gross Settlement Amount, the Administrator will provide
15 Class Counsel and Defense Counsel with a final report detailing its disbursements by
16 employee identification number only of all payments made under this Agreement. At
17 least 7 days before any deadline set by the Court, the Administrator will prepare, and
18 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
19 Court attesting to its disbursement of all payments required under this Agreement. Class
20 Counsel is responsible for filing the Administrator's declaration in Court.

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

22 Based on its records, Defendant estimates that, as of the date of this Settlement
23 Agreement, there are 380 Class Members who collectively worked a total of 47,262 Workweeks,
24 and 320 Aggrieved Employees who worked a total of 19,000 PAGA Pay Periods.

25 8.1. Increase in Workweeks. Defendant represents that there are no more than 47,262
26 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
27 Class Members during the Class Period increases by more than 5%, i.e., in excess of 49,625 total
28 Workweeks (47,262 Workweeks x 105%), then the Gross Settlement Amount shall be increased

1 proportionally by the Workweeks in excess of 49,625 Workweeks multiplied by the Workweek
2 Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount
3 (\$1,000,000.0049,625 workweeks) by 47,262, which amounts to a Workweek Value of \$21.16.
4 Thus, for example, should there be 50,000 Workweeks in the Class Period, then the Gross
5 Settlement Amount shall be increased by \$7,935 (50,000 Workweeks – 49,625 Workweeks) x
6 \$21.16 per Workweek.) Defendant may elect to end the Class and PAGA Period at the
7 Defendant’s sole discretion in order to limit the total workweeks to no more than 49,625 in lieu
8 of paying an increase in the GSA if the workweeks exceed 49,625.

9 **9. MOTION FOR FINAL APPROVAL**

10 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
11 final approval of the Settlement that includes a request for approval of the PAGA settlement
12 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
13 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
14 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
15 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
16 any disagreements concerning the Motion for Final Approval.

17 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
18 a Participating Class Member, including the right to file responsive documents in Court no later
19 than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
20 the Court.

21 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope of
23 release to be granted by Class Members), the Parties will expeditiously work together in good
24 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
25 Approval. The Court’s decision to award less than the amounts requested for the Class
26 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiff for
28 alleged wrongful termination, shall not constitute a material modification to the Agreement

1 within the meaning of this paragraph.

2 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
3 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
4 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
5 and (iii) addressing such post-Judgment matters as are permitted by law.

6 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
9 respective counsel, and all Participating Class Members who did not object to the Settlement as
10 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
11 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
12 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
13 of the right to oppose such motions, writs or appeals. If an objector appeals to the Judgment, the
14 Parties' obligations to perform under this Agreement will be suspended until such time as the
15 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
16 the amount of the Net Settlement Amount.

17 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted
20 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain
22 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
23 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
24 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
25 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
26 as long as the Gross Settlement Amount remains unchanged.

27 **10. AMENDED JUDGMENT**

28 If any amended judgment is required under Code of Civil Procedure section 384, the

1 Parties will work together in good faith to jointly submit and a proposed amended judgment.

2 **11. ADDITIONAL PROVISIONS**

3 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
4 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
5 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
6 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
7 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
8 Defendant's defenses in the Action have merit. The Parties agree that class certification and
9 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
10 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to
11 contest certification of any class for any reasons, and Defendant reserves all available defenses
12 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any
13 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
14 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
15 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
16 and this Agreement).

17 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
18 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
19 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
20 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
21 or indirectly, specifically or generally, to any person, corporation, association, government
22 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
23 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
24 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
25 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
26 government agency. Each Party agrees to immediately notify each other Party of any judicial or
27 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
28 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or

1 other communication, before the filing of the Motion for Preliminary Approval, any with third
2 party regarding this Agreement or the matters giving rise to this Agreement except to respond
3 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
4 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
5 obligations owed to Class Members.

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

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

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

20 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

3 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
4 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
5 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
6 Part 10, as amended) or otherwise.

7 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed or agreed to by all
9 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
10 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
11 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
12 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
13 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
14 the use of signatures previously provided by the Parties.

15 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
16 the benefit of, the successors of each of the Parties.

17 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the state of California, without
19 regard to conflict of law principles.

20 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
21 this Agreement. This Agreement will not be construed against any Party on the basis that the
22 Party was the drafter or participated in the drafting.

23 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
24 during Action and in this Agreement relating to the confidentiality of information shall survive
25 the execution of this Agreement.

26 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
27 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
28 in connection with the mediation, other settlement negotiations, or in connection with the

1 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
2 be used in any way that violates any existing contractual agreement, statute, or rule of court.

3 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this Agreement.

5 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
6 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
7 weekend or federal legal holiday, such date or deadline shall be on the first business day
8 thereafter.

9 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
10 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
11 be accepted as an original. All executed counterparts and each of them will be deemed to be one
12 and the same instrument if counsel for the Parties will exchange between themselves signed
13 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
14 contents of this Agreement.

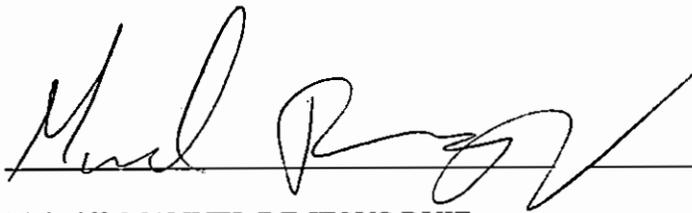
15 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
17 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
18 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
19 process.

20 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
21 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
22 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and
23 Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
24 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
25 Agreement.

26 ///

27 **IT IS SO AGREED:**

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1
2 Plaintiff, MANUEL DE JESUS RUIZ
3 VALLEJOS

For Defendant, MATCHMASTER DYEING &
FINISHING, INC.

4
5
6 **AGREED AS TO FORM ONLY:**

7 *Vedang J. Patel*

8 David D. Bibiyan
9 Vedang J. Patel
Counsel for Plaintiff

Joel P. Kelly
Counsel for Defendant

10 
11 ~~Ramin Younessi~~ Samantha Ortiz
Counsel for Plaintiff

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IT IS SO AGREED:



Plaintiff, MANUEL DE JESUS RUIZ
VALLEJOS

For Defendant, MATCHMASTER DYEING &
FINISHING, INC.

AGREED AS TO FORM ONLY:



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Joel P. Kelly
Counsel for Defendant

Ramin Younessi
Counsel for Plaintiff