

1 **D.LAW, INC.**
 2 Emil Davtyan (SBN 299363)
 3 Emil@d.law
 4 David Yeremian (SBN 226337)
 5 d.yeremian@d.law
 6 Alvin B. Lindsay (SBN 220236)
 7 a.lindsay@d.law
 8 Enoch J. Kim (SBN 261146)
 9 e.kim@d.law
 10 Marta Manus (SBN 260132)
 11 m.manus@d.law
 12 450 N Brand Blvd., Suite 840
 13 Glendale, CA 91203
 14 Telephone: (818) 962-6465
 15 Facsimile: (818) 962-6469

16 Attorneys for Plaintiffs Chad A. Leonhardt and Took Bucksen
 17 on behalf of themselves and all others similarly situated

18 **LEWITT, HACKMAN, SHAPIRO,**
 19 **MARSHALL & HARLAN**
 20 Sue M. Bendavid (SBN 151631)
 21 sbendavid@lewitthackman.com
 22 Nicholas Kanter (SBN 239436)
 23 nkanter@lewitthackman.com
 24 16633 Ventura Boulevard, 11th Floor
 25 Encino, CA 91436
 26 Telephone: (818) 907-2120
 27 Facsimile: (818) 981-4764

28 Attorneys for Defendant DODGE RIDGE MOUNTAIN RESORT, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE

CHAD A. LEONHARDT, an individual;
 TOOK BUCKSEN, an individual, on behalf
 of themselves and others similarly situated,

Plaintiffs,

vs.

DODGE RIDGE MOUNTAIN RESORT,
 LLC, a Delaware limited liability company;
 and DOES 1 through 50, inclusive

Defendants

Case No.: CV65934

CLASS ACTION

Assigned for All Purposes To:
 Hon. Kevin M. Seibert
 Dept.: 1

**CLASS ACTION AND PAGA SETTLEMENT
 AGREEMENT**

Original Complaint filed: February 29,
 2024
 First Amended Complaint Filed: October 09, 2024
 Trial Date: Vacated

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiffs CHAD A. LEONHARDT and TOOK BUCKSEN (hereinafter “Plaintiffs”), and
3 DODGE RIDGE MOUNTAIN RESORT, LLC. (“Defendant”). The Agreement refers to Plaintiffs
4 and Defendant collectively as “the Parties,” or individually as “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against
7 Defendant captioned *Leonhardt, et al. v. Dodge Ridge Mountain Resort, LLC*, filed on February 29,
8 2024; and First Amended Complaint filed on October 09, 2024, in Tuolumne County Superior Court
9 to add a PAGA cause of action and add a second plaintiff, Took Bucksen.

10 2. “Administrator” means Apex Class Action Administration LLC (“Apex”), and Apex
11 is the neutral entity the Parties have agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount the Administrator will be paid from the
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid the parties have received from Apex for \$9,250.00.

15 4. “Aggrieved Employee” means all persons who are or were employed by Defendant as
16 hourly paid, non-exempt employees in the State of California at any time during the PAGA Period
17 (i.e., the period from February 29, 2023, through August 8, 2025).

18 5. “Class” means all persons who are or were employed by Defendant as hourly paid,
19 non-exempt employees in the State of California at any time during the Class Period (i.e., the period
20 from February 29, 2020, through August 8, 2025).

21 6. “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J.
22 Kim, Marta Manus, and the other attorneys of D.Law, Inc.

23 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request
25 approval from the Court of up to one-third of the Gross Settlement Amount, i.e., up to \$ 150,000.00.

26 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
27 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs
28 incurred in the Action, not to exceed \$30,000, to be paid as approved by the Court. If Class Counsel

1 Litigation Expenses Payment is less than \$30,000.00, the difference will remain in the Net
2 Settlement Amount to be distributed to the Class Members.

3 9. "Class Data" means Class Member identifying information in Defendant's possession
4 including the Class Member's name, last-known mailing address, email address, telephone number,
5 Social Security number, hire dates, and termination dates.

6 10. "Class Member" means a member of the Class, as either a Participating Class Member
7 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as
8 an Aggrieved Employee).

9 11. "Class Member Address Search" means the Administrator's investigation and search
10 for current Class Member mailing addresses using all reasonably available sources, methods, and
11 means including, but not limited to, the "National Change of Address Database," skip traces, and
12 direct contact by the Administrator with Class Members.

13 12. "Class Notice" means the Court approved notice of settlement and hearing date for
14 Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class
15 Members and incorporated by reference into this Agreement.

16 13. "Class Period" means the period from February 29, 2020, through August 8, 2025.

17 14. "Class Representative" means the named Plaintiffs Chad A. Leonhardt and Took
18 Bucksen, in the Action seeking Court approval to serve as Class Representatives.

19 15. "Class Representative Enhancement Award" means the payment to the Class
20 Representatives for initiating the Action and providing services in support of the Action, and
21 Defendant agreed not to object to a requested Enhancement Award of up to \$10,000.00 per Plaintiff
22 subject to Court approval.

23 16. "Court" means the Superior Court of California, County of Tuolumne.

24 17. "Defendant" means named Defendant Dodge Ridge Mountain Resort, LLC.

25 18. "Defense Counsel" means Sue M. Bendavid and Nicholas Kanter of Lewitt, Hackman,
26 Shapiro, Marshall & Harlan.

27 19. "Effective Date" means the date by when both of the following have occurred: (a) the
28 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

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

6 20. "Final Approval" means the Court's order granting final approval of the Settlement.

7 21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
8 of the Settlement.

9 22. "Gross Settlement Amount" means Four Hundred and Fifty Thousand Dollars and
10 Zero Cents (\$450,000.00), which is the total amount Defendant agrees to pay under the Settlement,
11 except as provided in Paragraph H below.

12 23. "Individual Class Payment" means the Participating Class Member's pro rata share of
13 the Net Settlement Amount calculated according to the number of Workweeks worked during the
14 Class Period.

15 24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
16 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the
17 PAGA Period.

18 25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

21 27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
22 under Labor Code section 2699, subd. (i).

23 28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
24 payments in the amounts approved by the Court: PAGA Penalties, Class Representative
25 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
26 and the Administration Costs. The remainder is to be paid to Participating Class Members as
27 Individual Class Payments.

28 29. "Non-Participating Class Member" means any Class Member who opts out of the

1 Settlement by sending the Administrator a valid and timely Request for Exclusion.

2 30. "Operative Complaint" means the operative "First Amended Complaint" filed in the
3 Action on October 9, 2024.

4 31. "PAGA Pay Period" means any pay period during which an Aggrieved Employee
5 worked for Defendant for at least a portion of one day during the PAGA Period.

6 32. "PAGA Period" means the period from February 28, 2023, through August 8, 2025.

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

8 34. "PAGA Notice" means Plaintiff Leonhardt's February 28, 2024, letter to LWDA
9 (LWDA Case No. LWDA-CM-1013748-24) and the Defendant providing notice pursuant to Labor
10 Code section 2699.3, subd.(a).

11 35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
12 Gross Settlement Amount (\$40,000.00), allocated 25% to the Aggrieved Employees (\$10,000.00)
13 and 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

14 36. "Participating Class Member" means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Class portion of the Settlement.

16 37. "Plaintiffs" means Chad A. Leonhardt and Took Bucksen, the named plaintiffs in the
17 Action.

18 38. "Preliminary Approval" means the Court's order granting preliminary approval of the
19 Settlement.

20 39. "Release Effective Date" means the date the Participating Class Members and
21 Aggrieved Employees effectively release all claims against the Released Parties. For the
22 Participating Class Members and Aggrieved Employees, the Release Effective Date occurs on the
23 date both of the following have occurred: (1) the Effective Date has occurred, and (2) Defendant has
24 fully funded the Gross Settlement Amount.

25 40. "Released Class Claims" means the class claims being released on the Release
26 Effective Date and as described in Paragraph 65 below.

27 41. "Released PAGA Claims" means the PAGA claims being released on the Release
28 Effective Date as described in Paragraph 66 below.

1 42. “Released Parties” means: Defendant and all of Defendant’s former and present
2 employees, shareholders, owners, officers, directors, managers, members, agents, attorneys,
3 insurance carriers, parents, subsidiaries, divisions, partners, investors, and affiliated individuals or
4 entities, organizations, whether previously or hereafter affiliated in any manner, and the respective
5 predecessors, successors and assigns of all of the foregoing.

6 43. “Request for Exclusion” means a Class Member’s submission of a written request to
7 be excluded from the Class portion of the Settlement signed by the Class Member.

8 44. “Response Deadline” means forty-five (45) days after the Administrator mails Class
9 Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
10 Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the
11 Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom
12 Class Notice is resent after having been returned undeliverable to the Administrator shall have an
13 additional 14 calendar days beyond when the Response Deadline has expired to provide an
14 appropriate response.

15 45. “Settlement” means the disposition of the Action effected by this Agreement and the
16 Judgment.

17 46. “Workweek” means any week during which a Class Member worked for Defendant
18 for at least a portion of one day, during the Class Period.

19 **B. RECITALS.**

20 47. On February 29, 2024, Plaintiff Leonhardt commenced the Action by filing a
21 complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and
22 for Hours Worked; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period
23 Liability; (4) Rest-break Liability; (5) Violation of Labor Code § 226; (6) Violation of Labor Code
24 § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain
25 Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested
26 Employment records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary
27 Business Expenses under Labor Code § 2802; (12) Violation of Business & Professions Code §
28 17200 *et seq*; Plaintiff Leonhardt gave timely notice to the LWDA and Defendant that Plaintiffs

1 intended to proceed with a representative action under PAGA (LWDA-CM-1013748-24). On
 2 October 9, 2024, after the 65-day statutory period passed, Plaintiff Leonhardt filed his First
 3 Amended Complaint, adding Plaintiff Bucksen and a claim for penalties under PAGA, Labor Code
 4 §2698.

5 48. Defendant denies the allegations in the Operative Complaint and PAGA Notice, denies
 6 any failure to comply with the laws identified in the Operative Complaint and PAGA Notice, and
 7 denies any and all liability for the causes of action, claims, and violations alleged.

8 49. On February 28, 2025, the Parties participated in a mediation presided over by
 9 respected wage and hour mediator Jason Marsili and were able to reach an agreement on general
 10 settlement terms.

11 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
 12 facts of, and applicable law to, the Action. Plaintiffs’ counsel provided Defendant’s counsel with a
 13 comprehensive listing of informal discovery items required for a constructive mediation. Defendant
 14 responded by producing timekeeping and corresponding payroll records for Plaintiffs and for a 10%
 15 sampling of employees (i.e., 79 out of 790), along with policy documents and sample meal waiver
 16 forms. Prior to mediation, Plaintiffs therefore obtained and analyzed the production of payroll data
 17 for Class Members and the necessary policy documents through informal discovery to properly
 18 evaluate the strengths and weaknesses of the claims and engage in meaningful settlement
 19 discussions. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth
 20 in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
 21 *Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

22 51. The Court has not granted class certification and the Parties are stipulating to
 23 conditional class certification for Settlement purposes only.

24 52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
 25 any other pending matter or action asserting claims that will be extinguished or affected by the
 26 Settlement.

27 **C. MONETARY TERMS.**

28 53. Gross Settlement Amount. Except as otherwise provided by Paragraph H below,

1 Defendant will pay Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00) to fully
2 settle, resolve, and extinguish all claims asserted in the Action, including without limitation all
3 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
4 not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
5 which Defendant will pay separately.

6 54. Schedule for Payment of the Gross Settlement Amount: The Gross Settlement Amount
7 will be paid in 3 equal installments of \$150,000.00 as follows: (a) First payment within 75 days
8 following the Effective Date; (b) Second payment to be made within 3 months from the first
9 installment; and (c) Third and Final Payment to be made within 3 months after the second
10 installment.

11 55. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
12 this Agreement, the Administrator will make and deduct the following payments from the Gross
13 Settlement Amount in the amounts specified by the Court in the Final Approval:

14 55.1. To Plaintiffs: A payment for the Class Representative Enhancement Award to the Class
15 Representatives, Chad A. Leonhardt and Took Bucksen, of not more than \$10,000.00 (Ten Thousand
16 Dollars) per Plaintiff in addition to any Individual Class Payment and any Individual PAGA Payment
17 the Class Representative is entitled to receive as a Participating Class Member. Defendant will not
18 oppose Plaintiffs' request for a Class Representative Enhancement Award that does not exceed this
19 amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation
20 Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Enhancement
21 Award. If the Court approves a Class Representative Enhancement Award less than the amount
22 requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed
23 to Participating Class Members. The Administrator will pay the Class Representative Enhancement
24 Award using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes
25 owed on the Class Representative Enhancement Award and understand they are not receiving tax
26 advice of any nature from either Class Counsel or Defense Counsel.

27 55.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
28 Settlement Amount, which is up to \$ 150,000.00, and with actual costs not to exceed \$30,000.00, to

1 be paid as approved by the Court. Defendant will not oppose requests for these payments. Plaintiffs
2 and/or Class Counsel will file a motion requesting Class Counsel Fees Payment and Class Counsel
3 Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval
4 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment
5 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
6 Administrator will allocate the remainder to the Net Settlement Amount for distribution to
7 Participating Class Members. Released Parties shall have no liability to Class Counsel or any other
8 Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class
9 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
10 and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
11 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
12 Class Counsel Litigation Expenses Payment and shall hold Defendant harmless, and indemnify
13 Defendant, from any dispute or controversy regarding any taxes owed and regarding any division or
14 sharing of any of these payments.

15 55.3. To the Administrator: An Administration Costs payment not to exceed \$9,250.00 except
16 for a showing of good cause and as approved by the Court. To the extent the Administration Costs
17 are less, or the Court approves payment of less than \$9,250.00, the Administrator will retain the
18 remainder in the Net Settlement Amount to be distributed to Participating Class Members.

19 55.4. To Each Participating Class Member: An Individual Class Payment is calculated by (a)
20 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
21 Class Members during the Class Period, and (b) multiplying the result by each individual
22 Participating Class Member's Workweeks.

23 55.4(a) Tax Allocation of Individual Class Payments. Twenty percent (20%) shall be
24 allocated to settlement of wage claims (subject to Form W-2) and eighty percent (80%) shall be
25 allocated to settlement of claims for interest and penalties. IRS Forms W-2 will issue for alleged
26 unpaid wages and IRS Forms 1099 will issue for alleged unpaid interest, penalties and other non-
27 wage remedies. All penalties paid under PAGA shall be allocated as 100% penalties, for which an
28 IRS Form 1099 will issue. The Non-Wage Portion is not subject to wage withholdings and will be

1 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability
2 for any employee taxes owed on their Individual Class Payment.

3 55.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class
4 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The
5 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement
6 Amount for distribution to Participating Class Members on a pro-rata basis.

7 55.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
8 \$40,000.00 (Forty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%
9 (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the
10 Individual PAGA Payments. Aggrieved Employees cannot request exclusion and shall be deemed
11 to have released all PAGA claims under this Agreement.

12 55.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing
13 the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$10,000.00 by the total
14 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and
15 (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved
16 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
17 Payment.

18 55.5(b) If the Court approves PAGA Penalties of less than the amount requested, the
19 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
20 Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS
21 1099 Forms.

22 **D. SETTLEMENT FUNDING AND PAYMENTS.**

23 56. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of
24 its records, Defendant represents that there were approximately 790 Class Members who collectively
25 worked a total of **30,667** Workweeks from February 29, 2020, through April 17, 2025, and 601
26 Aggrieved Employees who worked a total of 7,647 PAGA Pay Periods from February 28, 2023,
27 through April 17, 2025.

28 57. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval

1 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
2 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
3 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
4 for no other purpose, and restrict access to the Class Data to Administrator employees who need
5 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing
6 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
7 identifying information and to provide corrected or updated Class Data as soon as reasonably
8 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
9 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
10 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

11 58. Payments from the Gross Settlement Amount. The monies to be distributed to
12 Participating Class Members (i.e., the Net Settlement Amount) and Aggrieved Employees shall be
13 paid to them by the Administrator within 10 (ten) days following the receipt of the fully funded
14 Gross Settlement Amount by the Settlement Administrator from Defendant.

15 59. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
17 of each check shall prominently state the date (180 days after the date of mailing) when the check
18 will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date.
19 The Administrator will send checks for Individual Settlement Payments to all Participating Class
20 Members (including those for whom the Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-
22 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class
23 Notice was returned undelivered). Before mailing any checks, the Administrator must update the
24 recipients' mailing addresses using the National Change of Address Database.

25 60. The Administrator must conduct a Class Member Address Search for all Class
26 Members whose checks are returned undelivered without a USPS forwarding address. Within seven
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address Search.

1 The Administrator need not take further steps to deliver checks to Class Members whose re-mailed
2 checks are returned as undelivered. The Administrator shall promptly send a replacement check to
3 any Class Member whose original check was lost or misplaced, requested by the Class Member prior
4 to the void date.

5 61. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure Section 384, subd. (b).

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

13 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiffs, Class Members,
14 and Aggrieved Employees will release claims against all Released Parties as follows:

15 63. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
17 and discharge the Released Parties of and from any and all claims, liabilities, damages, penalties,
18 fees and costs, including but not limited to: all claims for wages, damages, restitution, unreimbursed
19 expenses, equitable relief, penalties, liquidated damages, and/or punitive damages (including,
20 without limitation, claims under any applicable Labor Code, Industrial Welfare Commission Wage
21 Order); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities
22 Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the
23 Americans With Disabilities Act, the Fair Labor Standards Act; the Employee Retirement Income
24 Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining
25 Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code §
26 17200 et seq.); the California Fair Employment and Housing Act; the California Family Rights Act,
27 the California Government Code; any federal, state, local, civil, or statutory laws, or regulations
28 including any and all human rights laws and laws against discrimination, retaliation and harassment;

1 any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or
2 tort law cause of action; and any claims for interest, attorneys' fees, and/or costs ("Plaintiffs'
3 Release"). Plaintiffs Release does not extend to any claims or actions to enforce this Agreement, or
4 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
5 workers' compensation benefits. . Plaintiffs acknowledge that Plaintiffs may discover facts or law
6 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but
7 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
8 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

9 64. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes
10 of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,
11 if any, of section 1542 of the California Civil Code, which reads:

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

16 65. Release by Participating Class Members: All Participating Class Members, on behalf
17 of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, release the Released Parties from all claims that were
19 alleged, or reasonably could have been alleged, based on the facts, laws, and allegations stated in
20 the Operative Complaint and/or the PAGA Notice ("Released Class Claims"). The Released Class
21 Claims apply to claims arising during the Class Period.

22 66. Release by Aggrieved Employees: All Aggrieved Employees, including Non-
23 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties from all claims under PAGA that were
26 alleged, or reasonably could have been alleged, based on the facts, laws, and allegations stated in
27 the Operative Complaint and/or the PAGA Notice ("Released PAGA Claims"). The Released PAGA
28 Claims apply to claims arising during the PAGA Period.

1 67. Release Effective Date: As of the Release Effective Date, as defined above, all
2 Participating Class Members will release the Release Parties from the Released Class Claims and all
3 Aggrieved Employees will release the Released Parties from the Released PAGA Claims.

4 **F. MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a
5 motion for preliminary approval (“Motion for Preliminary Approval”).

6 68. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval.
7 Defendant may elect, in its discretion, to file a statement of non-opposition in support of preliminary
8 approval to be filed with or after the Motion for Preliminary Approval documents.

9 69. Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for
10 obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion
11 for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
12 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
13 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
14 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement
15 and attesting to its willingness to serve; competency; operative procedures for protecting the security
16 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
17 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
18 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
19 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
20 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
21 and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its
22 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
23 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
24 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd.
25 (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members,
26 and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are
27 not aware of any other pending matter or action asserting claims that will be extinguished or
28 adversely affected by the Settlement.

1 70. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
3 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
4 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
5 ordered by the Court, and deliver the Court’s Preliminary Approval to the Administrator.

6 71. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
8 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
9 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
10 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
11 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
12 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
13 Court’s concerns.

14 **G. SETTLEMENT ADMINISTRATION.**

15 72. Selection of Administrator. The Parties have jointly selected Apex to serve as the
16 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound
17 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
18 for payment of Administration Costs. The Parties and their Counsel represent that they have no
19 interest or relationship, financial or otherwise, with the Administrator other than a professional
20 relationship arising out of the instant action or prior experiences administering settlements.

21 73. Employer Identification Number. The Administrator shall have and use its own
22 employer identification number for purposes of calculating payroll tax withholdings and providing
23 reports and paying taxes to state and federal tax authorities.

24 74. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
25 meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury Regulation
26 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
27 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
28 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF

1 will be fully funded in one payment as addressed above.

2 75. Notice to Class Members.

3 75.1. No later than five (5) calendar days after receipt of the Class Data, the Administrator
4 shall notify Class Counsel that the list has been received and state the number of Class Members,
5 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6 75.2 Using best efforts to perform as soon as possible, and in no event later than 14
7 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
9 Notice with Spanish translation if the parties deem necessary substantially in the form attached to
10 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
11 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
12 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
13 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
14 National Change of Address Database.

15 75.3. Not later than five (5) calendar days after the Administrator’s receipt of any Class
16 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
17 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
18 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
19 the most current address obtained. The Administrator has no obligation to make further attempts to
20 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
21 time.

22 75.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or
23 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
24 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
25 whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
26 with the re-mailed Class Notice.

27 75.6. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data and should

1 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
2 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
3 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
4 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
5 exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice,
6 or the deadline dates in the Class Notice, whichever are later.

7 76. Requests for Exclusion (Opt-Outs).

8 76.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
9 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
10 Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an
11 additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for
12 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
13 the Class Member's election to be excluded from the Class portion of the Settlement and includes
14 the Class Member's name, address and email address or telephone number. To be valid, a Request
15 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

16 76.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to
17 contain all the information specified in the Class Notice. The Administrator shall accept any Request
18 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
19 Class Member and the Class Member's desire to be excluded. The Administrator's determination
20 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has
21 reason to question the authenticity of a Request for Exclusion, the Administrator may demand
22 additional proof of the Class Member's identity. The Administrator's determination of authenticity
23 shall be final and not appealable or otherwise susceptible to challenge.

24 76.3. Every Class Member who does not submit a timely and valid Request for Exclusion is
25 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
26 by all terms and conditions of the Settlement, including the Participating Class Members' releases
27 under Paragraphs 65 and 66 of this Agreement, regardless of whether the Participating Class
28 Member actually receives the Class Notice or objects to the Settlement.

1 76.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
2 Participating Class Member and shall not receive an Individual Class Payment or have the right to
3 object to the class action components of the Settlement. Because future PAGA claims are subject to
4 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
5 Employees are deemed to release the Released PAGA Claims identified in Paragraph 66 of this
6 Agreement and are eligible for an Individual PAGA Payment.

7 77. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-
8 five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
10 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
11 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
12 must encourage the challenging Class Member to submit supporting documentation. In the absence
13 of any contrary documentation, the Administrator is entitled to presume that the Workweeks and
14 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the
15 Class Data. The Administrator's determination of each Class Member's allocation of Workweeks
16 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
17 The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
18 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
19 determination of the challenges.

20 78. Objections to Settlement.

21 78.1. Only Participating Class Members may object to the class action components of the
22 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
24 and/or Class Representative Enhancement Award.

25 78.2. Participating Class Members may send written objections to the Administrator, by fax,
26 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
27 attorney to appear in Court at their own expense) to present objections at the Final Approval Hearing.
28 A Participating Class Member who elects to send a written objection to the Administrator must do

1 so not later than 45 (forty-five) days after the Administrator’s mailing of the Class Notice (plus an
2 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

3 78.3. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 79. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
6 be performed or observed by the Administrator contained in this Agreement or otherwise.

7 79.1. Website, Email Address and Toll-Free Number. The Administrator will establish,
8 maintain and use an internet website to post information of interest to Class Members including the
9 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
10 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
11 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
12 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
13 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
14 and emails.

15 79.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
16 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
17 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
18 Administrator shall email a list to Defense Counsel containing (a) the names and other identifying
19 information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion
20 List”); (b) the names and other identifying information of Class Members who have submitted
21 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or
22 invalid). The Administrator may provide the names of the Class Members who have timely
23 submitted valid Requests for Exclusion to Class Counsel, but shall not provide any other personal
24 identifying information (e.g., address, phone number, email, etc.)

25 79.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
26 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
27 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
28 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received

1 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
 2 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
 3 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

4 79.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
 5 to address and make final decisions consistent with the terms of this Agreement on all Class Member
 6 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s
 7 decision shall be final and not appealable or otherwise susceptible to challenge.

8 79.5. Administrator’s Declaration. Not later than 14 (fourteen) days before the date by which
 9 Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class
 10 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
 11 diligence and compliance with all of its obligations under this Agreement, including, but not limited
 12 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
 13 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
 14 (both valid or invalid), the number of written objections and attach the Exclusion List. The
 15 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
 16 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

17 79.6. Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
 18 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
 19 and Defense Counsel with a final report detailing its disbursements by employee identification
 20 number only of all payments made under this Agreement. At least 15 (fifteen) days before any
 21 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
 22 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
 23 required under this Agreement. Class Counsel is responsible for filing the Administrator's
 24 declaration in Court.

25 **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its
 26 records, Defendant represented that there are approximately 790 Class Members who collectively
 27 worked a total of **30,667** Workweeks during the period February 29, 2020 – April 17, 2025. If it is
 28 determined that the total number of Workweeks is greater than **33,734** (i.e., a 10% increase over

1 30,667 workweeks) during the foregoing period, the Gross Settlement Amount will be increased by
2 the same number of percentage points above 10% by which the actual number of Workweeks
3 exceeds 33,734. For example, if the total Workweeks for the applicable period are 34,041
4 representing an 11% increase in the number of Workweeks, then the Gross Settlement will increase
5 by 1% (i.e., \$4,500.00.) Alternatively, Defendant may elect to shorten the Class Period such that the
6 end of the Class Period results in a Workweek count that does not exceed 33,734. If this provision
7 is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the
8 Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total
9 amount of attorneys' fees remains one third of the Gross Settlement Amount after the upward
10 adjustment required by this provision is implemented.

11 **I. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
12 Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class
13 Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties
14 agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect
15 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
16 provided, however, Defendant will remain responsible for paying all Administration Costs incurred
17 to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later
18 than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late
19 elections will have no effect.

20 **J. MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before
21 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
22 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
23 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final
24 Approval; and a proposed Judgment (collectively "Motion for Final Approval").

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

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

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

13 83. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including but not limited to the Class Counsel Fees
15 Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties,
16 their respective counsel, and all Participating Class Members who did not object to the Settlement
17 as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
18 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
19 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
20 right to oppose such motions, writs or appeals. If an appeal is filed with respect to the Judgment or
21 Final Approval Order, the Parties’ obligations to perform under this Agreement will be suspended
22 until such time as the appeal is finally resolved and the Judgment becomes final.

23 84. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
25 modification of this Agreement (including, but not limited to, the scope of release to be granted by
26 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
27 work together in good faith to address the appellate court’s concerns and to obtain Final Approval
28 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred

1 after remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class
 2 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
 3 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
 4 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

5 **K. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
 6 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
 7 judgment.

8 **L. ADDITIONAL PROVISIONS.**

9 85. No Admission of Liability, Class Certification or Representative Manageability for
 10 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
 11 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
 12 of the allegations in the Operative Complaint or PAGA Notice has merit or that Defendant has any
 13 liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
 14 that Defendant’s defenses in the Action have merit. The Parties agree that class certification and
 15 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
 16 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to
 17 contest certification of any class for any reason, Defendant reserves all available defenses to the
 18 claims in the Action (including but not limited to the arbitration agreement and class waiver signed
 19 by Plaintiffs), and Plaintiffs reserves the right to move for class certification on any grounds
 20 available and to contest Defendant’s defenses. The Settlement, this Agreement and Parties’
 21 willingness to settle the Action will have no bearing on, and will not be admissible in connection
 22 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
 23 Agreement).

24 86. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant,
 25 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
 26 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
 27 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
 28 specifically or generally, to any person, corporation, association, government agency, or other entity

1 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
2 this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing
3 authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena
4 issued by a state or federal government agency. Each Party agrees to immediately notify the other
5 Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,
6 Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly,
7 initiate any conversation or other communication, before the filing of the Motion for Preliminary
8 Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement
9 except to respond only that "the matter was resolved," or words to that effect. This paragraph does
10 not restrict Class Counsel's communications with Class Members in accordance with Class
11 Counsel's ethical obligations owed to Class Members.

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

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

21 89. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiffs and Defendant, respectively, to negotiate the terms
23 of this Agreement, and to take all appropriate action required or permitted to obtain approval of the
24 settlement embodied herein by the Court.

25 90. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Agreement, submitting supplemental evidence and supplementing points and authorities as
28 requested by the Court. In the event the Parties are unable to agree upon the form or content of any

1 document necessary to implement the Settlement, or on any modification of the Agreement that may
2 become necessary to implement the Settlement, the Parties will seek the assistance of mediator Jason
3 Marsili for resolution.

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

8 92. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
11 10, as amended) or otherwise.

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

15 94. 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 95. 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 regard
19 to conflict of law principles.

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

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

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

28 99. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall

1 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
2 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

7 To Plaintiffs:

8 **D.LAW, INC.**
9 David Yeremian
10 d.yeremian@d.law
11 Alvin B. Lindsay
12 a.lindsay@d.law
13 450 N. Brand Blvd., Suite 840
14 Glendale, CA 91203
15 Telephone: (818) 962-6465
16 Facsimile: (818) 962-6469

13 To Defendant:

14 **LEWITT, HACKMAN, SHAPIRO,**
15 **MARSHALL & HARLAN**
16 Sue M. Bendavid (SBN 151631)
17 sbendavid@lewitthackman.com
18 Nicholas Kanter (SBN 239436)
19 nkanter@lewitthackman.com
20 16633 Ventura Boulevard, 11th Floor
21 Encino, CA 91436
22 Telephone: (818) 907-2120
23 Facsimile: (818) 981-4764

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

25 102. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
26 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
27 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring
28 a case to trial under CCP section 583.310 for the entire period of this settlement process.

1 103. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
2 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
3 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
4 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
5 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
6 than 90 days after the date when the Court discharges the Administrator’s obligation to provide a
7 declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper
8 and electronic versions of Class Data received from Defendant unless, prior to the Court’s discharge
9 of the Administrator’s obligation, Defendant makes a written request to Class Counsel for the return,
10 rather than the destructions, of Class Data.

11 104. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
14 and enforceable.

15 105. Severability. In the event that one or more of the provisions contained in this
16 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
17 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
18 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
19 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
20 had never been included in this Agreement.

21 **IT IS SO AGREED.**

22 By the Parties:

23 DATED: 7/3/2025

Signed by:
Chad Leonhardt
0608ADE31BCD46E...
Plaintiff Chad A. Leonhardt

24 DATED: _____

Plaintiff Took Bucksen

26 DATED: 07/09/2025

Defendant Dodge Ridge Mountain Resort, LLC.
By: Rose Reinhardt
Position: Director of Risk, California Mountain Resort Company

1 103. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
2 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
3 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
4 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
5 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
6 than 90 days after the date when the Court discharges the Administrator’s obligation to provide a
7 declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper
8 and electronic versions of Class Data received from Defendant unless, prior to the Court’s discharge
9 of the Administrator’s obligation, Defendant makes a written request to Class Counsel for the return,
10 rather than the destructions, of Class Data.

11 104. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
14 and enforceable.

15 105. Severability. In the event that one or more of the provisions contained in this
16 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
17 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
18 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
19 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
20 had never been included in this Agreement.

21 **IT IS SO AGREED.**

22 By the Parties:

23 DATED: _____

Plaintiff Chad A. Leonhardt

24 DATED: 7/5/2025
25 _____

DocuSigned by:
Took Bucksen
00001049918C403

Plaintiff Took Bucksen

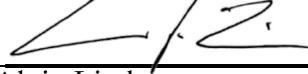
26 DATED: _____
27 _____

Defendant Dodge Ridge Mountain Resort, LLC.
By: _____
Position: _____

1 Approved by counsel:

2 DATED: 7/7/25

D.LAW, INC.

3 By:  _____

4 Alvin Lindsay
5 Enoch J. Kim
6 Marta Manus
7 Counsel for Plaintiffs, Chad A. Leonhardt and Took
8 Bucksen

7 DATED: 7/9/2025

**LEWITT, HACKMAN, SHAPIRO,
MARSHALL & HARLAN**

9 By:  _____

10 Sue M. Bendavid
11 Nicholas Kanter
12 Attorneys for Defendants DODGE RIDGE
13 MOUNTAIN RESORT, LLC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28