



1 Complaint”) in the action entitled *Basilla Villa Magana v. CJKANTRG PA, LLC*, Los Angeles County  
2 Superior Court Case No. 23STCV28370, thereby commencing a putative representative PAGA action  
3 against Defendant (“PAGA Action”). The PAGA Complaint alleges a single cause of action for civil  
4 penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section  
5 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

6 4. The PAGA Letter, the Class Action, and the PAGA Action shall collectively be referred  
7 to herein as the “Action.”

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

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

17 7. On October 3, 2024, the Parties participated in mediation with Jonathan D. Andrews,  
18 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance  
19 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The  
20 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an  
21 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs  
22 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,  
23 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set  
24 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the  
25 Class Members, State of California, and PAGA Employees in light of all known facts and  
26 circumstances, including the risk of significant delay and uncertainty associated with litigation and  
27 various defenses asserted by Defendant.



1 f. "Class Period" means the period from October 23, 2019, through December 2,  
2 2024 (i.e., 60 days following mediation).

3 g. "Class Settlement" means the settlement and resolution of all Released Class  
4 Claims.

5 h. "Court" means the Superior Court of the State of California for the County of  
6 Los Angeles.

7 i. "Defendant's Counsel" means Megan A. Childress of O'Hagan Meyer LLP.

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

23 k. "Employer Taxes" means the employer's share of taxes and contributions in  
24 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
25 in addition to the Gross Settlement Amount.

26 l. "Enhancement Payment" means the amount to be paid to Plaintiff, in  
27 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA  
28 Employees, and general release of claims, as set forth in Paragraph 13.

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

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

5 o. “Final Approval Order and Judgment” means the order granting final approval  
6 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
7 Parties, and subject to approval by the Court.

8 p. “Gross Settlement Amount” means the amount of Three Hundred Thirty  
9 Thousand Dollars (\$330,000) to be paid by Defendant in full satisfaction of the Action, Released Class  
10 Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement  
11 Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to  
12 the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to  
13 the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the  
14 Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to  
15 increase, as provided in Paragraph 16.

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

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

23 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
24 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
25 in accordance with Paragraph 17.

26 t. “LWDA Payment” means the amount of Twenty-Two Thousand Five Hundred  
27 Dollars (\$22,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA  
28 under the PAGA Settlement, as set forth in Paragraph 14.

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

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

12 w. “PAGA Amount” means the allocation of Thirty Thousand Dollars (\$30,000)  
13 from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the  
14 PAGA Amount, or \$22,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining  
15 twenty-five percent (25%), or \$7,500, will be distributed to the PAGA Employees (i.e., the PAGA  
16 Employee Amount).

17 x. “PAGA Employees” means all non-exempt, hourly-paid individuals that  
18 worked for Defendant at the Del Monte Fresh Produce facility located at 10730 Patterson Place, Santa  
19 Fe Springs, California, during the PAGA Period.

20 y. “PAGA Employee Amount” means the amount of Seven Thousand Five  
21 Hundred (\$7,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*  
22 *rata* basis based on their Pay Periods.

23 z. “PAGA Period” means the period from September 14, 2022 (i.e., one year prior  
24 to the submission of pre-filing PAGA notice letter) through December 2, 2024 (i.e., 60 days following  
25 mediation).

26 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA  
27 Claims.

28 ///

1           bb.     “Pay Periods” means the number of pay periods each PAGA Employee worked  
2 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period,  
3 which will be calculated by the Settlement Administrator by using the employee’s start date at the Del  
4 Monte Fresh Produce facility through the date the employee’s assignment at the Del Monte Fresh  
5 Produce facility ended, if applicable.

6           cc.     “Preliminary Approval” means the date on which the Court enters the  
7 Preliminary Approval Order.

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

11           ee.     “Released Class Claims” means any and all claims, damages, debts, liabilities,  
12 demands, obligations, penalties, actions or causes of action of any time, arising under state, federal, or  
13 local law, whether statutory, common law, or administrative law, at any time during the Class Period,  
14 that were alleged, or reasonably could have been alleged, based on the facts stated in the operative  
15 complaints in the Action and ascertained in the course of the Action, including but not limited to (1)  
16 failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant  
17 meal periods and premium payments in lieu thereof, (4) failure to provide compliant rest periods and  
18 premiums payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to  
19 provide accurate wage statements, (7) failure to timely pay wages upon termination, (8) failure to  
20 reimburse necessary business expenses, and (9) for violations of California Business & Professions  
21 Code Section 17200, *et seq.*

22           ff.     “Released PAGA Claims” means all claims for PAGA civil penalties, interest,  
23 fees or costs alleged in and/or arising out of the facts alleged in the operative complaints in the Action,  
24 and/or Plaintiff’s administrative exhaustion letter submitted other LWDA (i.e., PAGA Letter) arising  
25 during the PAGA Settlement Period, including but not limited to penalties that could have been  
26 awarded pursuant to Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),  
27 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage  
28 Orders. Plaintiff will release all claims for Released PAGA Claims.

1 gg. “Released Parties” means Defendant and its current and former officers,  
2 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and  
3 assigns.

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

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

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

24 kk. “Settlement Administration Costs” means the costs payable from the Gross  
25 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
26 Paragraph 15.

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

1 mm. "Workweeks" means the number of weeks each Class Member worked for  
2 Defendant as a non-exempt, hourly-paid employee at the Del Monte Fresh Produce facility located at  
3 10730 Patterson Place, Santa Fe Springs, California during the Class Period, which will be calculated  
4 by the Settlement Administrator by using the employee's start date at the Del Monte Fresh Produce  
5 facility through the date the employee's assignment at the Del Monte Fresh Produce facility ended, if  
6 applicable.

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

### 15 **CLASS CERTIFICATION**

16 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
17 Class.

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

### 24 **TERMS OF THE AGREEMENT**

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

27 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
28 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the

1 Gross Settlement Amount (i.e., \$115,500 if the Gross Settlement Amount is \$330,000) and  
2 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
3 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which  
4 will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed  
5 and any and all costs incurred by Class Counsel in connection with the litigation of the Action,  
6 including without limitation all work performed and costs incurred to date, and all work to be  
7 performed and all costs to be incurred in connection with obtaining the Court's approval of this  
8 Settlement Agreement, including any objections raised and any appeals necessitated by those  
9 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
10 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
11 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
12 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
13 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
15 motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars  
16 (\$5,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount,  
17 subject to Court approval, will be in addition to his Individual Settlement Payment as a Settlement  
18 Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and  
19 legally responsible for correctly characterizing this compensation for tax purposes and for paying any  
20 taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff  
21 for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded  
22 by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the  
23 Settlement Class Members.

24 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
25 Thirty Thousand Dollars (\$30,000) shall be allocated from the Gross Settlement Amount toward  
26 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e.,  
27 the PAGA Amount), of which seventy-five percent (75%), or \$22,500, will be paid to the LWDA (i.e.,  
28 the LWDA Payment) and twenty-five percent (25%), or \$7,500, will be distributed to PAGA

1 Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay  
2 Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA  
3 Payments).

4 15. Settlement Administration Costs. The Settlement Administrator will be paid for the  
5 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
6 which is currently estimated not to exceed Four Thousand Seven Hundred and Fifty Dollars  
7 (\$4,750.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court  
8 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and  
9 tracking Class Notices and other documents for the Settlement, calculating and distributing payments  
10 due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,  
11 withholdings, and remittances, providing necessary reports and declarations, and other duties and  
12 responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent  
13 the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such  
14 excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court.  
15 Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are  
16 not in fact required to fulfill payment to the Settlement Administrator to undertake the required  
17 settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of  
18 the Settlement Class Members.

19 16. Escalator Clause. Defendant has represented that the Class Members worked a total of  
20 3,731 Workweeks during the Class Period. If it is determined by the Settlement Administrator that  
21 the total number of Workweeks worked by the Class Members during the Class Period actually  
22 exceeds 3,731 by more than 10%, then the Gross Settlement Amount will be increased on a *pro rata*  
23 basis equal to the percentage increase in the number of Workweeks worked by the Class Members  
24 above the 10% buffer. For example, if the number of Workweeks increases by 11%, then the Gross  
25 Settlement Amount will increase by 1%. Defendant will have the discretion to end the Class Period  
26 when Workweeks hit the 10% threshold (i.e., 4,104 workweeks). If Defendant opts to increase the  
27 Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated

28 ///

1 to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains  
2 thirty-five percent after the upward adjustment required by the provision is implemented.

3 17. Individual Settlement Share Calculations. Individual Settlement Shares will be  
4 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
5 Workweeks, as follows:

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

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

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

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

1 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement  
2 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties  
3 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

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

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

1 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
2 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
3 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
4 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
5 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
6 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
7 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
8 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
9 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
10 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
11 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
12 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
13 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
14 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

25 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
26 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of  
27 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement  
28 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a

1 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose  
2 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By  
3 way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the  
4 following:

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

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

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

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

28 ///

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

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

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

26       29.   Requesting Exclusion from the Class Settlement.   Any Class Member wishing to be  
27 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
28 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the

1 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
2 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
3 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
4 submitted, and also identify the individuals who have submitted a timely and valid Request for  
5 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
6 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
7 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
8 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
9 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
10 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
11 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
12 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
13 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
14 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
15 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
16 submit a Request for Exclusion.

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

1           31.     Reports by the Settlement Administrator. The Settlement Administrator shall provide  
2 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
3 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the  
4 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of  
5 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement  
6 Administrator will provide to counsel for the Parties any updated reports regarding the administration  
7 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it  
8 receives a request from an individual or any other entity regarding inclusion in the Class and/or  
9 Settlement or regarding a Workweeks Dispute.

10           32.     Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
11 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
12 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
13 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the  
14 number of Class Members who have submitted timely and valid Requests for Exclusion following the  
15 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
16 administration owed to the Settlement Administrator incurred up to that date.

17           33.     Certification of Completion. Upon completion of administration of the Settlement, the  
18 Settlement Administrator will provide a written declaration under oath to certify such completion to  
19 the Court and counsel for all Parties.

20           34.     Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
21 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
22 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
23 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
24 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final  
25 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
26 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
27 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion

28 ///

1 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final  
2 Approval Order and Judgment, which will provide for, in substantial part, the following:

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

5 b. Certification of the Settlement Class;

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

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

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

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

12 35. Funding of the Gross Settlement Amount. No later than twenty-one (21) business days  
13 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified  
14 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be  
15 established by the Settlement Administrator. Defendant shall provide all information necessary for  
16 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit  
17 state unemployment insurance tax ID number, and other information requested by the Settlement  
18 Administrator, no later than five (5) business days after the Effective Date.

19 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
20 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
21 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
22 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class  
23 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set  
24 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
25 timely forward these to the appropriate government authorities.

26 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
27 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
28 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the

1 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
2 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
3 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
4 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
5 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
6 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
7 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
8 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA  
9 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil  
10 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class  
11 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required  
12 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or  
13 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that  
14 are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA  
15 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are  
16 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose  
17 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA  
18 Settlement.

19 38. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,  
20 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,  
21 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

22 39. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,  
23 Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will  
24 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and  
25 discharged the Released Parties of all Released PAGA Claims.

26 40. Plaintiff's General Release. In addition to the release of her claims brought or which  
27 could have been brought in the Class Action and PAGA Action as a Class Member and a PAGA

28 ///

1 Employee as defined herein, Plaintiff has entered into a separate agreement regarding the general  
2 release of her claims against Defendant and Released Parties.

3 41. Final Approval Order and Judgment. The Parties shall provide the Settlement  
4 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
5 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
6 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
7 Class will be required.

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

14 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
15 Settlement Agreement shall have the following effects:

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

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

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

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

27 e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
28 statements, or filings in furtherance of the Settlement (including all matters associated with the

1 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
2 purpose whatsoever; and

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

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

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

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

22 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
23 the Action (including with respect to California Code of Civil Procedure § 583.310), except such  
24 proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
25 Approval Hearing to be conducted by the Court.

26 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
27 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
28 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
Settlement Agreement except by written agreement signed by counsel for all the Parties and subject

1 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
2 constitute a waiver of any other provision.

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

12 50. Signatories. It is agreed that because the members of the Class are so numerous, it is  
13 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
14 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
15 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
16 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
17 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
18 Member and PAGA Employee.

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

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

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

27 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into

1 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
2 represented by competent counsel and that they have had an opportunity to consult with their counsel  
3 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
4 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
5 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
6 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

11 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
12 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
13 to implement the Settlement.

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

28 ///

1           58.    Captions. The captions and paragraph numbers in this Settlement Agreement are  
2 inserted for the reader’s convenience, and in no way define, limit, construe, or describe the scope or  
3 intent of the provisions of this Settlement Agreement.

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

10          60.    Representation By Counsel. The Parties acknowledge that they have been represented  
11 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
12 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
13 reviewed in full.

14          61.    All Terms Subject to Final Court Approval. All amounts and procedures described in  
15 this Settlement Agreement herein will be subject to final Court approval.

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

20                                    To Plaintiffs and Class Counsel:  
21                                    Jonathan M. Genish  
  jgenish@blackstonepc.com  
22                                    Barbara DuVan-Clarke  
  BDC@blackstonepc.com  
23                                    Danielle GruppChang  
  dgruppchang@blackstonepc.com  
24                                    P.J. Van Ert  
  pjvanert@blackstonepc.com  
25                                    Annabel Blanchard  
  ablanchard@blackstonepc.com  
26                                    **BLACKSTONE LAW, APC**  
27                                    8383 Wilshire Boulevard, Suite 745  
  Beverly Hills, California 90211  
28                                    Tel: (310) 622-4278 / Fax: (855) 786-6356

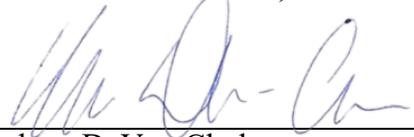




1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**



Dated: 03/17/2025

Barbara DuVan-Clarke  
*Attorneys for Plaintiff Basilia Villa Magana  
and Proposed Class Counsel*

**O'HAGAN MEYER LLP**

Dated: \_\_\_\_\_

Megan A. Childress  
*Attorneys for Defendant CJKANTRG PA, 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

**APPROVED AS TO FORM ONLY:**

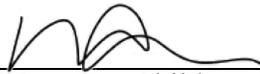
**BLACKSTONE LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Barbara DuVan-Clarke  
*Attorneys for Plaintiff Basilia Villa Magana  
and Proposed Class Counsel*

**O'HAGAN MEYER LLP**

Dated: March 17, 2025

  
\_\_\_\_\_  
Megan A. Childress  
*Attorneys for Defendant CJKANTRG PA, LLC*