

1 Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
2 Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel-firm.com
3 Jeffrey P. Jackson (SBN 290364)
jeffrey.jackson@thesentinel-firm.com
4 **THE SENTINEL FIRM, APC**
5 355 S. Grand Ave., Suite 1450
6 Los Angeles, California 90071
7 Telephone: (213) 985-1150
8 Facsimile: (213) 985-2155

Attorneys for Plaintiffs

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ALAMEDA**

12 OSIE MARIE CASTANEDA, individually, and
13 on behalf of all others similarly situated;
14 SAMVELLE LANIER, individually, on behalf of
15 all others similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

16 Plaintiffs,

17 vs.

18 SENECA FAMILY OF AGENCIES, a nonprofit
19 corporation; SENECA CENTER; and DOES 1
20 through 10, inclusive,

21 Defendants

Case No.: 24CV076871

Assigned for All Purposes to:
Hon. Michael Markman, Dept. 23

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: May 23, 2024
FAC Filed: February 19, 2025
Trial Date: None Set

1 expenses, respectively, incurred to prosecute the Action.

2 1.8. “Class Data” means Class Member identifying information in Defendant’s possession
3 including the Class Member’s name, last-known mailing address, Social Security number,
4 and number of Class Period Workweeks and PAGA Pay Periods.

5 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
6 Participating Class Member or Non-Participating Class Member (including a Non-
7 Participating Class Member who qualifies as an Aggrieved Employee).

8 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
9 current Class Member mailing addresses using all reasonably available sources, methods
10 and means including, but not limited to, the National Change of Address database, skip
11 traces, and direct contact by the Administrator with Class Members.

12 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
13 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed
14 to Class Members in English and Spanish in the form, without material variation, attached
15 as **Exhibit A** and incorporated by reference into this Agreement.

16 1.12. “Class Period” means the period from May 23, 2020 through July 15, 2025, or as modified
17 pursuant to Paragraph 8 of the Agreement, whichever is earliest.

18 1.13. “Class Representative” means the named Plaintiffs Osie Marie Castaneda and Samvelle
19 Lanier in the operative complaint in the Action seeking Court approval to serve as a Class
20 Representative for settlement purposes only.

21 1.14. “Class Representative Service Payment” means the payment to the Class Representative for
22 initiating the Action and providing services in support of the Action.

23 1.15. “Court” means the Superior Court of California, County of Alameda.

24 1.16. “Defendant” means Seneca Family of Agencies.

25 1.17. “Defense Counsel” means PORTER SCOTT, APC.

26 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court
27 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
28 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if

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

6 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

7 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
8 the Settlement.

9 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval
10 of the Settlement.

11 1.22. “Gross Settlement Amount” means **Two Million, Seven-Hundred Fifty Thousand**
12 **(\$2,750,000.00)** which is the total amount Defendant agrees to pay under the Settlement
13 except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay
14 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
15 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the
16 Administrator’s Expenses.

17 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net
18 Settlement Amount calculated according to the number of Workweeks worked during the
19 Class Period.

20 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the
21 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
22 the PAGA Period.

23 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

24 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
25 entitled to receive penalties under Labor Code § 2699(i).

26 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under
27 Labor Code § 2699(m).

28 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments

1 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
2 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
4 remainder is to be paid to Participating Class Members as Individual Class Payments.

5 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement
6 by sending the Administrator a valid and timely Request for Exclusion.

7 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
8 for Defendant for at least one day during the PAGA Period.

9 1.31. “PAGA Period” means the period from November 18, 2023 through July 15, 2025, or as
10 modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

11 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

12 1.33. “PAGA Notice” means Plaintiff Lanier’s November 18, 2024 letter to Defendant and the
13 LWDA providing notice pursuant to Labor Code § 2699.3(a).

14 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross
15 Settlement Amount, which will be \$200,000.00, allocated 35% to the Aggrieved Employees
16 (\$70,000.00) and the 65% to LWDA (\$130,000.00) in settlement of PAGA claims.

17 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
18 timely Request for Exclusion from the Settlement.

19 1.36. “Plaintiff” or “Plaintiffs” mean Osie Marie Castaneda and Samvelle Lanier, the named
20 plaintiffs in the Action.

21 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
22 Settlement.

23 1.38. “Released Class Claims” means the claims being released by all Participating Class
24 Members as described in Paragraph 5.2 below.

25 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1.2,
26 5.2 and 5.3 below.

27 1.40. “Released Parties” means: Seneca Family of Agencies and Defendant’s respective agents,
28 officers, employees, directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

1 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be
2 excluded from the Class Settlement signed by the Class Member.

3 1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class
4 Members and Aggrieved Employees and shall be the last date on which Class Members
5 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
6 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are
7 resent after having been returned undeliverable to the Administrator shall have an additional
8 14 calendar days beyond the Response Deadline has expired to submit Requests for
9 Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks
10 allocated to them as a part of the Settlement.

11 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the
12 Judgment.

13 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at
14 least one day, during the Class Period.

15 **2. RECITALS.**

16 2.1. On May 23, 2024, Plaintiff Castaneda commenced this Action by filing a Complaint in
17 Alameda Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§
18 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198
19 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide
20 Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5)
21 Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor
22 Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code §
23 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200
24 et seq. (Unfair Business Practices). On February 19, 2025, following notice to the LWDA on November 18,
25 2024, Plaintiffs filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA
26 [Cal. Lab. Code §§ 2699, et seq.] and adding Lanier as a named Plaintiff and PAGA Representative. The
27 First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant
28 denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply

1 with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all
2 liability for the causes of action alleged.

3 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff Lanier gave timely written notice to Defendant
4 and the LWDA by sending the PAGA Notice on November 18, 2024, a copy of which is attached to this
5 Settlement as **Exhibit B**.

6 2.3. On July 15, 2025, the Parties participated in an all-day mediation presided over by Steve
7 Rottman, Esq. and reached an agreement to settle the Action.

8 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and
9 information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and
10 time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval
11 set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail,*
12 *Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

13 2.5. The Court has not granted class certification.

14 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
15 other pending class action asserting claims that will be extinguished or affected by the Settlement.

16 **3. MONETARY TERMS.**

17 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
18 promises to pay a maximum of **\$2,750,000.00** as the Gross Settlement Amount, and to separately pay any
19 and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant
20 has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in
21 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
22 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
23 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

24 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
25 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
26 Approval and according to the timing specified in this Settlement Agreement:

27 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representatives of not
28 more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA

1 Payment the Class Representatives are entitled to receive as Participating Class Members. Defendant
2 will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed
3 this amount. Plaintiffs will seek Court approval for any Class Representative Service Payments in
4 the Final Approval Motion. If the Court approves Class Representative Service Payments less than
5 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
6 The Administrator will pay the Class Representative Service Payments using the appropriate IRS
7 Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
8 Representative Service Payments, and agree to indemnify Defendant and hold it harmless for any
9 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
10 damages arising from Plaintiffs' obligations to pay taxes owed on the Class Representative Service
11 Payment.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
13 Settlement Amount and Class Counsel Litigation Expenses Payment of actual costs but not to exceed
14 \$30,000.00. Defendant will not oppose requests for these payments. Plaintiffs will seek Court
15 approval for the Class Counsel Fees Payment and the Class Litigation Expenses Payment in the
16 Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
17 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
18 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
19 or any other Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee
20 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
21 Counsel Fees Payment and Class Counsel Expenses Payment using one or more appropriate IRS-
22 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
23 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify
24 Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties,
25 interest or any other actual or potential damages arising from Plaintiffs' obligations to pay taxes
26 owed on these Payments or from any dispute or controversy regarding any division or sharing of
27 any of these Payments.

28 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$18,590.00 except

1 upon a showing of good cause and as approved by the Court. To the extent the Administration
2 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
3 retain the remainder in the Net Settlement Amount. Apex Settlement Administrators has been
4 selected as the Administrator, based upon its “not to exceed” bid of \$18,590.00.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
6 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
7 Class Members during the Class Period and (b) multiplying the result by each Participating Class
8 Member’s Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member’s Individual Class Payment will be allocated to settlement of
11 wage claims (the “Wage Portion”). The Wage Portion of each Individual
12 Class Payment is subject to tax withholding and will be reported on an IRS
13 W-2 Form. 40% of each Participating Class Member’s Individual Class
14 Payment will be allocated to settlement of penalty claims and an additional
15 40% will be allocated as interest. The 80% of each Participating Class
16 Member’s Individual Class Payment allocated to settlement of claims for
17 interest and penalties are collectively referred to as the “Non-Wage Portion.”
18 The Non-Wage Portion of each Individual Class Payment is not subject to
19 wage withholdings and will be reported on IRS 1099 Forms. Participating
20 Class Members assume full responsibility and liability for any taxes owed
21 on their Individual Class Payments and agree to indemnify Defendant and
22 hold it harmless for any responsibility, liability, claim, complaint, damages,
23 penalties, interest or any other actual or potential damages arising from
24 Participating Class Members’ obligations to pay taxes owed on these
25 Payments.

26 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any
28 Individual Class Payments (but will receive Individual PAGA Payments

1 regardless of whether they are Participating Class Members). The
2 Administrator will retain amounts equal to their Individual Class Payments
3 in the Net Settlement Amount for distribution to Participating Class
4 Members on a pro rata basis.

5 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000.00
6 be paid from the Gross Settlement Amount, with 65% (\$130,000.00) allocated to the LWDA PAGA
7 Payment and 35% (\$70,000.00) allocated to Individual PAGA Payments.

8 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
9 dividing the amount of the Aggrieved Employees' 35% share of PAGA
10 Penalties (\$70,000) by the total number of PAGA Period Pay Periods
11 worked by all Aggrieved Employees during the PAGA Period and (b)
12 multiplying the result by each Aggrieved Employee's PAGA Period Pay
13 Periods. Aggrieved Employees assume full responsibility and liability for
14 any taxes owed on their Individual PAGA Payments and agree to indemnify
15 Defendant and hold it harmless for any responsibility, liability, claim,
16 complaint, damages, penalties, interest or any other actual or potential
17 damages arising from Participating Class Members' obligations to pay taxes
18 owed on these Payments.

19 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
20 Administrator will allocate the remainder to the Net Settlement Amount. The
21 Administrator will report the Individual PAGA Payments on the appropriate
22 IRS 1099 Forms.

23 **4. SETTLEMENT FUNDING AND PAYMENTS.**

24 4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of July 15, 2025, the number
25 of Workweeks worked by the estimated 1,903 class members during the Class Period is estimated to be
26 192,641 and the number of pay periods worked by the estimated 1,163 Aggrieved Employees is 42,404.

27 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of
28 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel

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

10 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
11 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
12 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the
13 Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
15 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
16 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
17 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses
18 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
19 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
20 precede disbursement of Individual Class Payments and Individual PAGA Payments.

21 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
22 Individual PAGA Payments and send them to the Class Members via First Class
23 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
24 when the check will be voided, which date shall be one hundred eighty (180) days
25 after the date of mailing. The Administrator will cancel all checks not cashed by the
26 void date. The Administrator will send checks for Individual Settlement Payments
27 to all Participating Class Members (including those for whom Class Notice was
28 returned undelivered). The Administrator will send checks for Individual PAGA

1 Payments to all Aggrieved Employees including Non-Participating Class Members
2 who qualify as Aggrieved Employees (including those for whom Class Notice was
3 returned undelivered). The Administrator may send Participating Class Members a
4 single check combining the Individual Class Payment and the Individual PAGA
5 Payment. Before mailing any checks, the Settlement Administrator must update the
6 recipients' mailing addresses using the National Change of Address Database.

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

16 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
17 Payment check is uncashed and cancelled after the void date, the Administrator shall
18 transmit the funds represented by such checks to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member thereby leaving no
20 "unpaid residue" subject to the requirements of California Code of Civil Procedure
21 § 384(b).

22 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
23 not obligate Defendant to confer any additional benefits or make any additional
24 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
25 specified in this Agreement.

26 **5. RELEASES OF CLAIMS.**

27 As of the Effective Date of this Settlement, Plaintiffs and the Participating Class Members will
28 release claims against all Released Parties as follows:

1 5.1. Plaintiffs’ Release.

2 5.1.1. Scope of Plaintiff’s Release. Plaintiffs Castaneda and Lanier, and their respective
3 former and present spouses, representatives, agents, attorneys, heirs, administrators,
4 successors, and assigns generally, release and discharge Released Parties from any
5 and all of the claims, whether known or unknown, suspected or unsuspected,
6 contingent or non-contingent, which now exist, or have existed, upon any theory of
7 law or equity now existing, including, but not limited to, conduct that is negligent,
8 intentional, with or without malice, or a breach of any duty, law or rule, without
9 regard to the subsequent discovery or existence of such different or additional facts.
10 Additionally, Plaintiffs release the Released Parties of all claims, charges,
11 complaints, liens, demands, causes of action, obligations, damages and liabilities,
12 known or suspected, arising from their employment with the Defendant. The
13 released claims include, without limitation: claims under (1) the Civil Rights Act of
14 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and
15 Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans
16 with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay
17 Act); (7) the California and the United States Constitution; (8) the California Labor
18 Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act;
19 (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee
20 Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14)
21 the California Business and Professions Code, sections 17200, et seq.; (15) the
22 California Government Code; and (16) the California Wage Orders (collectively
23 “Claim” or “Claims”) which Plaintiffs now have, own or hold, or claims to have,
24 own or hold, or which Plaintiffs at any time had, owned or held, or claimed to have,
25 own or hold against any of the Released Parties up to and including, as of the final
26 approval of this Settlement Agreement. (Everything released based on the above as
27 well as everything released as part of the Released Class Claims discussed below
28 will be referred to as “Plaintiff’s Release.”) Plaintiffs’ Release does not extend to

1 any claims for vested benefits, unemployment benefits, disability benefits, social
2 security benefits, workers' compensation benefits that arose at any time. Plaintiffs
3 acknowledge that Plaintiffs may discover facts or law different from, or in addition
4 to, the facts or law that Plaintiffs now know or believe to be true but agree,
5 nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
6 notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross
8 Settlement Amount, the claims released by Plaintiff Lanier, as agent and proxy of
9 the LWDA, includes any and all claims for civil penalties under the California Labor
10 Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698,
11 et seq., against the Released Parties for work performed during the PAGA Period
12 and based on or arising out of the violations of the Labor Code sections alleged in
13 Plaintiff's letter to the LWDA and the Action.

14 5.1.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
15 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
16 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

20 5.2. Release by Participating Class Members: Upon approval by the Court and upon funding of
21 the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective
22 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
23 the Released Parties from all claims under state, federal, or local law, arising out of the claims expressly
24 pleaded in the operative complaints in the Action and all other claims, such as those under the California
25 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based
26 on the facts pleaded in the operative complaints in the Action for: (1) failure to pay minimum wages; (2)
27 failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit
28 rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at

1 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices.
2 Participating Class Members do not release any other claims, including claims for vested benefits, wrongful
3 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
4 security, workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.3. Effect of Release of PAGA Claims on Aggrieved Employees. In light of the binding nature
6 of a PAGA judgment on non-party employees pursuant to applicable California law, Aggrieved Employees
7 will be subject to the release of PAGA claims by Plaintiff Lanier as agent and proxy of the LWDA, which
8 includes any and all claims for civil penalties under the California Labor Code Private Attorneys General
9 Act of 2004 ("PAGA"), Labor Code section 2698, et seq., against the Released Parties for work performed
10 during the PAGA Period and based on or arising out of the violations of the Labor Code sections alleged in
11 Plaintiff's letter to the LWDA and the Action.

12 **6. MOTION FOR PRELIMINARY APPROVAL.**

13 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
14 Approval") that complies with the Court's current checklist for Preliminary Approvals.

15 6.1. Defendant's Declaration in Support of Preliminary Approval. Upon request by Plaintiffs
16 and/or the Court in connection with a Motion for Preliminary and/or Final Approval of this Settlement,
17 Defendant will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing
18 all facts relevant to any actual or potential conflicts of interest with the Administrator that Defendant or
19 Defense Counsel may have. In this Declaration, Defense Counsel shall aver that they are not aware of any
20 other pending class action asserting claims that will be extinguished or adversely affected by the Settlement.

21 6.2. Plaintiff's Responsibilities. If requested by Defendant no less than three (3) days prior to the
22 deadline for submission to a Court considering a Motion for Preliminary Approval, Plaintiffs will prepare
23 and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i)
24 a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
25 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
26 Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
27 PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator
28 attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;

1 competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage
2 for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
3 conflicts of interest with Class Members; and the nature and extent of any financial relationship with
4 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness
5 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with
6 Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
7 competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
8 documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code §
9 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential
10 conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class
11 Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be
12 extinguished or adversely affected by the Settlement.

13 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
14 expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after
15 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
16 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
17 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

18 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
19 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
20 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
21 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
22 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
23 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
24 to modify the Agreement and otherwise satisfy the Court's concerns.

25 7. SETTLEMENT ADMINISTRATION.

26 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
27 Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex
28 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement

1 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they
2 have no interest or relationship, financial or otherwise, with the Administrator other than a professional
3 relationship arising out of prior experiences administering settlements.

4 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
5 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
6 federal tax authorities.

7 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
8 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

9 7.4. Notice to Class Members.

10 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of
12 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class
13 Data.

14 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
15 (14) days after receiving the Class Data, the Administrator will send to all Class
16 Members identified in the Class Data, via first-class United States Postal Service
17 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
18 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
19 prominently estimate the dollar amounts of any Individual Class Payment and/or
20 Individual PAGA Payment payable to the Class Member, and the number of
21 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
22 Class Notices, the Administrator shall update Class Member addresses using the
23 National Change of Address database.

24 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
25 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
26 Class Notice using any forwarding address provided by the USPS. If the USPS does
27 not provide a forwarding address, the Administrator shall conduct a Class Member
28 Address Search, and re-mail the Class Notice to the most current address obtained.

1 The Administrator has no obligation to make further attempts to locate or send Class
2 Notice to Class Members whose Class Notice is returned by the USPS a second time.

3 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional
5 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
6 for all Class Members whose notice is re-mailed. The Administrator will inform the
7 Class Member of the extended deadline with the re-mailed Class Notice.

8 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
9 discovers any persons who believe they should have been included in the Class Data
10 and should have received Class Notice, the Parties will expeditiously meet and
11 confer in person or by telephone, and in good faith in an effort to agree on whether
12 to include them as Class Members. If the Parties agree, such persons will be Class
13 Members entitled to the same rights as other Class Members, and the Administrator
14 will send, via email or overnight delivery, a Class Notice requiring them to exercise
15 options under this Agreement not later than fourteen (14) days after receipt of Class
16 Notice, or the deadline dates in the Class Notice, which ever are later.

17 7.5. Requests for Exclusion (Opt-Outs).

18 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
19 Settlement must send the Administrator, by fax, email, or mail, a signed written
20 Request for Exclusion not later than sixty (60) days after the Administrator mails the
21 Class Notice or as otherwise extended for re-mailed Class Notices as described
22 herein. A Request for Exclusion is a letter from a Class Member or his/her
23 representative that reasonably communicates the Class Member's election to be
24 excluded from the Settlement and includes the Class Member's name, address and
25 email address or telephone number. To be valid, a Request for Exclusion must be
26 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
27 for remailed Class Notices as described herein.

28 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails

1 to contain all the information specified in the Class Notice. The Administrator shall
2 accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable
5 or otherwise susceptible to challenge. If the Administrator has reason to question
6 the authenticity of a Request for Exclusion, the Administrator may demand
7 additional proof of the Class Member's identity. The Administrator's determination
8 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

9 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under this Agreement, entitled to all
11 benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,
13 regardless whether the Participating Class Member actually receives the Class
14 Notice or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment
17 or have the right to object to the class action components of the Settlement. Because
18 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
19 Non-Participating Class Members are eligible for an Individual PAGA Payment and
20 will receive such a payment if they qualify as an Aggrieved Employee.

21 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
22 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class
23 Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods
24 (if any) allocated to the Class Member in the Class Notice. The Class Member may
25 challenge the allocation by communicating with the Administrator via fax, email or mail.
26 The Administrator must encourage the challenging Class Member to submit supporting
27 documentation. In the absence of any contrary documentation, the Administrator is entitled
28 to presume that the Workweeks contained in the Class Notice are correct so long as they are

1 consistent with the Class Data. The Administrator's determination of each Class Member's
2 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
3 susceptible to challenge. The Administrator shall promptly provide copies of all challenges
4 to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
5 the Administrator's determination the challenges.

6 **7.7. Objections to Settlement.**

7 7.7.1. Only Participating Class Members may object to the class action components of the
8 Settlement and/or this Agreement, including contesting the fairness of the
9 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
10 Counsel Litigation Expenses Payment and/or Class Representative Service
11 Payment.

12 7.7.2. Participating Class Members may send written objections to the Administrator, by
13 fax, email, or mail. In the alternative, Participating Class Members may appear in
14 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
15 Approval Hearing. A Participating Class Member who elects to send a written
16 objection to the Administrator must do so not later than the Response Deadline, or
17 as otherwise extended for re-mailed Class Notices as described herein.

18 7.7.3. Non-Participating Class Members have no right to object to any of the class action
19 components of the Settlement.

20 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
21 Employees have no right to object to or intervene in any of the PAGA components
22 of the Settlement.

23 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
24 performed or observed by the Administrator contained in this Agreement or otherwise.

25 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
26 information of interest to Class Members including the date, time and location for
27 the Final Approval Hearing and copies of the Settlement Agreement, the Class
28 Notice, the Final Approval and the Judgment on the Administrator's website. The

1 Administrator will also maintain and monitor an email address and a toll-free
2 telephone number to receive Class Member calls, faxes and emails.

3 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
5 Not later than five (5) days after the expiration of the deadline for submitting
6 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
7 Defense Counsel containing (a) the names and other identifying information of Class
8 Members who have timely submitted valid Requests for Exclusion (“Exclusion
9 List”); (b) the names and other identifying information of Class Members who have
10 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
11 from Settlement submitted (whether valid or invalid).

12 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
13 to Class Counsel and Defense Counsel that, among other things, tally the number of:
14 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
15 Exclusion (whether valid or invalid) received, objections received, challenges to
16 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
17 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
18 The Weekly Reports must include provide the Administrator’s assessment of the
19 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
20 and objections received.

21 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
22 address and make final decisions consistent with the terms of this Agreement on all
23 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
24 The Administrator’s decision shall be final and not appealable or otherwise
25 susceptible to challenge.

26 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by
27 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
28 the Administrator will provide to Class Counsel and Defense Counsel, a signed

1 declaration suitable for filing in Court attesting to its due diligence and compliance
2 with all of its obligations under this Agreement, including, but not limited to, its
3 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
4 Class Notices, attempts to locate Class Members, the total number of Requests for
5 Exclusion from Settlement it received (both valid or invalid), the number of written
6 objections and attach the Exclusion List. The Administrator will supplement its
7 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
8 responsible for filing the Administrator's declaration(s) in Court.

9 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
10 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
11 will provide Class Counsel and Defense Counsel with a final report detailing its
12 disbursements by employee identification number only of all payments made under
13 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
14 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
15 signed declaration suitable for filing in Court attesting to its disbursement of all
16 payments required under this Agreement. Class Counsel is responsible for filing the
17 Administrator's declaration in Court.

18 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

19 Based on its records, Defendant estimates that there are 192,641 workweeks during the Class
20 Release Period. Should the workweeks increase beyond 5% worked by the Class Members during the Class
21 Release Period (202,273 workweeks), Defendant shall increase the Total Settlement Amount on a *pro-rata*
22 basis equal to the percentage increase in the number of workweeks worked by the Class Members above
23 5% (e.g., if the number of workweeks increases by 6% the Total Settlement Amount will increase by 1%).
24 However, if the escalator clause is triggered, Defendant may alternatively choose at its sole discretion to end
25 the Class Release Period(s) on the date that the increase would otherwise be triggered. In the event that
26 Defendant is notified by the Administrator that the verified workweek count exceeds the 5% threshold,
27 Defendant shall notify Class Counsel and the Administrator within seven (7) days. Any increase in the
28 settlement pursuant to this paragraph shall serve to increase the Gross Settlement Amount but shall not

1 increase the payments which are expressly fixed by this Settlement Agreement, including the Administration
2 Expenses Payment, Litigation Costs Payment, Class Representative Service Award or PAGA Penalty
3 allocation.

4 **9. RIGHT TO WITHDRAW**

5 If 10% or more of the Settlement Class members elect not to participate in the Settlement by
6 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all
7 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects
8 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
9 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
10 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
11 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)
12 days after the Administrator sends the final Exclusion List to the Parties; late elections will have no effect.

13 **10. MOTION FOR FINAL APPROVAL.**

14 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will
15 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
16 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
17 (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense
18 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
19 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
20 concerning the Motion for Final Approval.

21 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
22 Participating Class Member, including the right to file responsive documents in Court no
23 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
24 accepted by the Court.

25 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
26 on any material change to the Settlement (including, but not limited to, the scope of release
27 to be granted by Class Members), the Parties will expeditiously work together in good faith
28 to address the Court’s concerns by revising the Agreement as necessary to obtain Final

1 Approval.

2 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
3 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
4 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
5 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

6 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
8 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
9 their respective counsel, and all Participating Class Members who did not object to the
10 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
11 including all rights to post-judgment and appellate proceedings, the right to file motions to
12 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
13 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
14 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
15 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
16 final, except as to matters that do not affect the amount of the Net Settlement Amount.

17 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
19 material modification of this Agreement (including, but not limited to, the scope of release
20 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
21 nevertheless expeditiously work together in good faith to address the appellate court's
22 concerns (including by revising this Agreement as appropriate) and to obtain Final Approval
23 and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
24 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
25 Court's award of the Class Representative Service Payment or any payments to Class
26 Counsel shall not constitute a material modification of the Judgment within the meaning of
27 this paragraph, as long as the Gross Settlement Amount remains unchanged.
28

1 **11. AMENDED JUDGMENT.**

2 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
3 together in good faith to jointly submit and a proposed amended judgment.

4 **12. ADDITIONAL PROVISIONS.**

5 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
7 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
8 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should
9 it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit.
10 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
11 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
12 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all
13 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification
14 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
15 willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any
16 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

17 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
18 the good faith efforts of the Parties pursuant to Paragraphs 6.4, 10.2 and 12.7 of this Agreement, or if the
19 appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise
20 terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to
21 their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the
22 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class
23 Members, the Settlement Administrator, the LWDA, Plaintiffs or Plaintiffs' counsel; (3) any preliminary
24 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and
25 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation
26 settlement communications and not subject to disclosure for any purpose in any proceeding.

27 12.3. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and
28 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they

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

14 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
16 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
17 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

18 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
20 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
21 by any Party.

22 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
24 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
25 execute any other documents reasonably required to effectuate the terms of this Agreement including any
26 amendments to this Agreement.

27 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
28 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement

1 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
2 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
3 to implement the Settlement, or on any modification of the Agreement that may become necessary to
4 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

5 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
7 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
8 discharged by the Party in this Settlement.

9 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
11 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
12 or otherwise.

13 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
14 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
15 approved by the Court.

16 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
17 benefit of, the successors of each of the Parties.

18 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
19 governed by and interpreted according to the internal laws of the state of California, without regard to
20 conflict of law principles.

21 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
22 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
23 drafter or participated in the drafting.

24 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
25 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
26 of this Agreement.

27 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
28 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in

1 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
2 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
3 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
4 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
5 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
6 Defendant.

7 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
8 for convenience of reference only and does not constitute a part of this Agreement.

9 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
10 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
11 legal holiday, such date or deadline shall be on the first business day thereafter.

12 12.18. Notice. All notices, demands or other communications between the Parties in connection
13 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
14 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

15
16 To Plaintiff:

17 Seung L. Yang
18 seung.yang@thesentinel.com
19 Tiffany Hyun
20 tiffany.hyun@thesentinel.com
21 Jeffrey P. Jackson
22 jeffrey.jackson@thesentinel.com
23 **THE SENTINEL FIRM, APC**
24 355 S Grand Ave. Suite 1450
25 Los Angeles, California 90071
26 Telephone: (213) 985-1150
27 Facsimile: (213) 985-2155

28 To Defendant:

Derek J. Haynes, Esq. dhaynes@porterscott.com
Dylan T. De Wit, Esq. ddewit@porterscott.com
Keren Carrillo (kcarrillo@porterscott.com)
PORTER SCOTT, APC
2180 Harvard Street, Suite 500
Sacramento, CA 95815
Telephone: (916) 929-1481
Facsimile: (916) 927-3706

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

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

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[SIGNATURES ON NEXT PAGE]

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: ____

By: _____
OSIE MARIE CASTANEDA

5 **Plaintiff & Class Representative:**

6 Dated: 10 / 02 / 2025

7 By:  _____
SAMVELLE LANIER

8
9 **Plaintiffs' Counsel:**

10 Dated: ____

THE SENTINEL FIRM, APC

11 By: _____

12
13 Seung L. Yang
14 Tiffany Hyun
15 Jeffrey P. Jackson

Attorneys for Plaintiffs

16 **Defendant:**

17 Dated: 10/15/2025

SENECA FAMILY OF AGENCIES

18 By: Leticia Galyean
19 Print Name

20  _____
21 Signature

22 CEO
23 Title

24 **Defendant's Counsel:**

25 Dated: 10/25/2025

PORTER SCOTT, APC

26 By:  _____

27 Derek J. Haynes, Esq.
28 Dylan T. De Wit, Esq.
Keren Carrillo Esq.

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 10 / 03 / 2025

By: 
_____ **OSIE MARIE CASTANEDA**

5 **Plaintiff & Class Representative:**

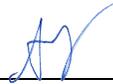
6 Dated: _____

By: _____
SAMVELLE LANIER

7
8
9 **Plaintiffs' Counsel:**

10 Dated: 10/3/2025

THE SENTINEL FIRM, APC

11 By: 

12
13 Seung L. Yang
14 Tiffany Hyun
15 Jeffrey P. Jackson

Attorneys for Plaintiffs

16 **Defendant:**

17 Dated: 10/15/2025

SENECA FAMILY OF AGENCIES

18 By: Leticia Galyean
_____ Print Name

19
20 
_____ Signature

21
22 CEO
_____ Title

23 **Defendant's Counsel:**

24 Dated: 10/15/25

PORTER SCOTT, APC

25
26 By: 

27 Derek J. Haynes, Esq.
28 Dylan T. De Wit, Esq.
Keren Carrillo Esq.

Attorneys for Defendant
SENECA FAMILY OF AGENCIES

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