

1 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in
2 lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage
3 statements, failure to timely pay wages upon termination, and failure to reimburse necessary business
4 expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on
5 the aforementioned California Labor Code violations, and for civil penalties under PAGA based on
6 the aforementioned California Labor Code violations.

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

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

16 7. On August 11, 2025, the Parties participated in mediation with Monique Ngo-Bonnici,
17 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
18 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
19 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
20 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
21 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
22 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
23 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
24 Class Members, State of California, and PAGA Employees in light of all known facts and
25 circumstances, including the risk of significant delay and uncertainty associated with litigation and
26 various defenses asserted by Defendant.

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1 g. "Class Settlement" means the settlement and resolution of all Released Class
2 Claims.

3 h. "Court" means the Superior Court of the State of California for the County of
4 Butte.

5 i. "Defendant's Counsel" means Alexander M. Medina and Eric M. Lloyd of
6 Medina McKelvey LLP.

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

15 k. "Effective Date" means the following: (i) if no Settlement Class Member
16 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
17 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
18 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
19 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
20 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
21 in final judicial approval of the Settlement.

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

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

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

5 p. “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 q. “Gross Settlement Amount” means the amount of Eight Hundred Fifty
9 Thousand Dollars and Zero Cents (\$850,000.00) to be paid by Defendant in full satisfaction of the
10 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
11 Costs, Enhancement Award, PAGA Penalties, Settlement Administration Costs, and Net Settlement
12 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
13 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
14 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
15 Settlement Amount may be subject to increase, as provided in Paragraph 16.

16 r. “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 s. “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 19.

23 t. “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 u. “LWDA Payment” means the amount of Thirty-Two Thousand Five Hundred
27 Dollars and Zero Cents (\$32,500.00), i.e., 65% of the PAGA Penalties, that the Parties have agreed to
28 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

1 v. “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 Award, PAGA Penalties, and
4 Settlement Administration Costs.

5 w. “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 x. “PAGA Penalties” means the allocation of Fifty Thousand Dollars and Zero
13 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent
14 (65%) of the PAGA Penalties, or \$32,500.00, will be paid to the LWDA (i.e., the LWDA Payment)
15 and the remaining thirty-five percent (35%), or \$17,500.00, will be distributed to the PAGA
16 Employees (i.e., the PAGA Employee Amount).

17 y. “PAGA Employee(s)” means all current and former non-exempt, hourly-paid
18 employees who worked for Defendant in California at any time during the PAGA Period.

19 z. “PAGA Employee Amount” means the amount of Seventeen Thousand Five
20 Hundred Dollars and Zero Cents (\$17,500.00), i.e., 35% of the PAGA Penalties, to be distributed to
21 PAGA Employees on a *pro rata* basis based on their Pay Periods.

22 aa. “PAGA Period” means the period from August 15, 2023, through October 11,
23 2025.

24 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
25 Claims.

26 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
27 for Defendant as a non-exempt, hourly-paid employee in California during the PAGA Period. The
28 number of Pay Periods for each PAGA Employee will be provided by Defendant to the Settlement

1 Administrator.

2 dd. "Preliminary Approval" means the date on which the Court enters the
3 Preliminary Approval Order.

4 ee. "Preliminary Approval Order" means the order granting preliminary approval
5 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
6 the Court.

7 ff. "Released Class Claims" means any and all claims, rights, demands, liabilities,
8 and causes of action which were alleged or which could have been reasonably alleged based on the
9 factual allegations in the Class Operative Complaint, arising during the Class Period, which shall
10 specifically include claims for Defendant's alleged failure to pay overtime and minimum wages,
11 provide compliant meal and rest periods and associated premium payments, timely pay wages during
12 employment and upon termination, provide accurate wage statements, and reimburse necessary
13 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
14 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial
15 Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et*
16 *seq.*

17 gg. "Released PAGA Claims" means any and all claims for civil penalties under
18 the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were
19 alleged or which could have been reasonably alleged based on the factual allegations in the PAGA
20 Letter and the PAGA Operative Complaint, arising during the PAGA Period, which shall specifically
21 include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant
22 meal and rest periods and associated premium payments, timely pay wages during employment and
23 upon termination, provide compliant wage statements, maintain complete and accurate payroll
24 records, and reimburse necessary business-related expenses in violation of California Labor Code
25 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,
26 and 2802, and the applicable Industrial Welfare Commission Wage Order.

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

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

19 kk. “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 ll. “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.

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1 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
2 who do not submit a timely and valid Request for Exclusion.

3 nn. "Workweeks" means the number of weeks each Class Member worked for
4 Defendant as a non-exempt, hourly-paid employee in California during the Class Period. Workweeks
5 will be calculated by the Settlement Administrator by dividing the number of total regular hours
6 worked for each Class Member by 40.

7 **CLASS CERTIFICATION**

8 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
9 Class.

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

16 **TERMS OF THE AGREEMENT**

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

19 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
20 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
21 Gross Settlement Amount (i.e., \$297,500.00 if the Gross Settlement Amount is \$850,000.00) and
22 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
23 of the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both
24 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
25 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
26 Actions, including without limitation all work performed and costs incurred to date, and all work to
27 be performed and all costs to be incurred in connection with obtaining the Court's approval of this
28 Settlement Agreement, including any objections raised and any appeals necessitated by those

1 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
2 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
3 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
4 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
5 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

6 13. Enhancement Award. Defendant agrees not to oppose or impede any application or
7 motion by Plaintiff for an Enhancement Award in the amount up to Ten Thousand Dollars and Zero
8 Cents (\$10,000.00). The Enhancement Award, which will be paid from the Gross Settlement Amount,
9 subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as a
10 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
11 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
12 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
13 1099 to Plaintiff for the Enhancement Award. Any portion of the requested Enhancement Award that
14 is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
15 benefit of the Settlement Class Members.

16 14. PAGA Penalties. Subject to approval by the Court, the Parties agree that the amount
17 of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
18 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
19 2698, *et seq.* (i.e., the PAGA Penalties), of which sixty-five percent (65%), or \$32,500.00, will be paid
20 to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$17,500.00, will be
21 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
22 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
23 Individual PAGA Payments).

24 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
25 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
26 which is currently estimated not to exceed Ten Thousand Two Hundred Dollars and Zero Cents
27 (\$10,200.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
28 approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other

1 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing
2 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
3 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
4 process the Settlement, and as requested by the Parties. To the extent the actual Settlement
5 Administrator's costs are greater than the estimated amount stated herein, such excess amount will be
6 deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the
7 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required
8 to fulfill payment to the Settlement Administrator to undertake the required settlement administration
9 duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
10 Members.

11 16. Escalator Clause. Defendant has represented that the Class Members worked a total of
12 approximately 37,789 workweeks from August 29, 2020 through August 11, 2025. If it is determined
13 by the Settlement Administrator that the total number of Workweeks worked by the Class Members
14 during the Class Period actually exceeds 37,789 by more than 10% (i.e., if the Workweeks exceed
15 41,568), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the
16 percentage increase in the number of Workweeks worked by the Class Members above 10%. For
17 example, if the number of Workweeks increases by 11% to 41,946 Workweeks, then the Gross
18 Settlement Amount would increase by 1%. If this provision is triggered, Defendant has the option to
19 end the Class Period and PAGA Period at an earlier date (i.e., before the earlier of October 11, 2025)
20 in order to limit the Workweeks to 41,568 (or less) in lieu of paying an increase to the Gross Settlement
21 Amount. The Parties agree that the portion of the Gross Settlement Amount allocated to attorneys'
22 fees will increase proportionally such that the total amount of attorneys' fees remains 35% of the Gross
23 Settlement Amount after the upward adjustment required by this provision is implemented.

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

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1 a. After Preliminary Approval, the Settlement Administrator will divide the Net
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
4 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
9 Value to yield each Settlement Class Member’s final Individual Settlement Share.

10 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
11 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
12 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
13 Amount, i.e., 35% of the PAGA Penalties, by the Pay Periods of all PAGA Employees to yield the
14 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
15 Value to yield each PAGA Employee’s Individual PAGA Payment.

16 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
17 Individual Settlement Share will be allocated as follows: one-third (1/3) wages and two-thirds (2/3)
18 penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS
19 Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on
20 an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will
21 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
22 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
23 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
24 withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement
25 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
26 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

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

17 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
20 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

1 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
4 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
5 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
7 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
8 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
9 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
10 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
11 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

22 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
23 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
24 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
25 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
26 draft of the preliminary approval motion and Defendant's Counsel shall receive a reasonable
27 opportunity to review and comment upon the motion before it is filed with the Court. Defendant
28 agrees not to oppose the motion for preliminary approval of the Settlement consistent with this

1 Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary
2 Approval Order seeking the following:

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

13 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
14 Class Counsel shall notify the LWDA of the Settlement.

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

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

24 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
25 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
26 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
27 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
28 attempt to determine the correct address using a skip-trace or other search, using the name, address,

1 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
2 calendar days.

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

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

20 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
21 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
22 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
25 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
26 submitted, and also identify the individuals who have submitted a timely and valid Request for
27 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
28 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members

1 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
2 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
3 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
4 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
5 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
6 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
7 to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants
8 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
9 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
10 submit a Request for Exclusion.

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

23 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
24 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
25 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
26 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
27 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
28 provide to counsel for the Parties any updated reports regarding the administration of the Settlement

1 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
2 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
3 Dispute.

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

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

14 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
15 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
16 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
17 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
18 Fees and Costs; (e) Enhancement Award; and (f) Settlement Administration Costs. The Final
19 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
20 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
21 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion, and
22 Defendant's Counsel shall receive a reasonable opportunity to review and comment on the motion
23 before it is filed with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
24 Approval Order and Judgment, which will provide for, in substantial part, the following:

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

27 b. Certification of the Settlement Class;

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

1 d. Approval of the application for Enhancement Award to Plaintiff;

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

4 f. Entering Judgment in the Action, while maintaining continuing jurisdiction, in
5 conformity with California Rules of Court 3.769 and the Settlement Agreement.

6 35. Funding of the Gross Settlement Amount. No later than thirty (30) calendar days after
7 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
8 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
9 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
10 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
11 unemployment insurance tax ID number, and other information requested by the Settlement
12 Administrator, no later than five (5) business days after the Effective Date.

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

20 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
21 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
22 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
23 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
24 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
25 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
26 Members and PAGA Employees are not required to submit a claim to be issued an Individual
27 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
28 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds

1 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
2 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
3 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
4 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
5 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
6 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
7 amended and/or supplemental tax filings and reporting required under applicable local, state, and
8 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
9 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
10 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
11 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
12 PAGA Settlement.

13 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
14 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
15 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
16 Released Class Claims.

17 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
19 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
20 relinquished, and discharged the Released Parties of all Released PAGA Claims.

21 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
22 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
23 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
24 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
25 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
26 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
27 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
28 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general

1 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
2 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
3 hereunder by law, including workers' compensation claims. Any and all rights granted under any state
4 or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions
5 of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542
6 of the California Civil Code reads as follows:

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

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

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

23 43. Waiver of Right to Appeal. Provided the Judgment(s) is/are consistent with the terms
24 and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal
25 from the Judgment(s), including all rights to post-judgment and appellate proceedings, the right to file
26 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
27 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector
28 appeals the Judgment(s), the Parties' obligations to perform under this Agreement will be suspended

1 until such time as the appeal is finally resolved and the Judgment(s) become(s) final, except as to
2 matters that do not affect the amount of the Net Settlement Amount.

3 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
4 Settlement Agreement shall have the following effects:

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

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

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

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

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

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

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

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

1 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
7 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
8 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
9 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
10 Agreement.

11 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
12 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
13 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
14 Approval Hearing to be conducted by the Court.

15 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
16 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
17 except by written agreement signed by counsel for all Parties. After the filing of the motion for
18 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
19 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
20 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
21 constitute a waiver of any other provision.

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

1 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
3 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
4 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
5 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
6 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
7 Member and PAGA Employee.

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

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

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

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

25 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement
28 Agreement valid and enforceable.

///

1 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
3 to implement the Settlement.

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

18 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
19 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
20 intent of the provisions of this Settlement Agreement.

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

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

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

10 **IT IS SO AGREED.**

PLAINTIFF ROWENA RAY

13 Dated: _____

Plaintiff Rowena Ray

DEFENDANT SIERRA CENTRAL CREDIT UNION

16 Dated: 11/24/2025

DocuSigned by:
Ron Sweeney
3834F670C4FC462...

Full Name: Ron Sweeney

Title: CEO
On behalf of Defendant Sierra Central Credit Union

21 **APPROVED AS TO FORM ONLY:**

BLACKSTONE LAW, APC

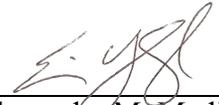
24 Dated: _____

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Jasmine Y. Kianfard
*Attorneys for Plaintiff Rowena Ray
and Proposed Class Counsel*

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MEDINA MCKELVEY LLP

Dated: November 24, 2025



Alexander M. Medina
Eric M. Lloyd
Attorneys for Defendant Sierra Central Credit Union

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rowena Ray v. Sierra Central Credit Union
Superior Court of California for the County of Butte, Case No. 24CV02890
Rowena Ray v. Sierra Central Credit Union
Superior Court of California for the County of Butte, Case No. 24CV03571

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Rowena Ray (“Plaintiff”) and Defendant Sierra Central Credit Union (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the cases entitled *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890 (“Class Action”) and *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV03571 (“PAGA Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period.

“Class Period” means the period from August 29, 2020 through October 11, 2025.

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

“PAGA Employee(s)” means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the PAGA Period.

“PAGA Period” means the period from the period from August 15, 2023 through October 11, 2025.

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

II. BACKGROUND OF THE ACTION

On August 16, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On August 29, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint (“Class Operative Complaint”) in the Action. On October 21, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“PAGA Operative Complaint”) in the PAGA Action, which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). Together, the Action and PAGA Action are referred to as the “Actions.”

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rowena Ray as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Actions; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA will be paid 65% (\$32,500.00) (“LWDA Payment”) and the remaining 35% (\$17,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Two Hundred Dollars and Zero Cents (\$10,200.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly-paid employee in California during the Class Period. Workweeks will be calculated by the Settlement

Administrator (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as one-third (1/3) as wages, which will be reported on an IRS Form W-2, and two-thirds (2/3) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as a non-exempt, hourly-paid employee in California during the PAGA Period (Pay Periods). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 35% of the PAGA Penalties, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From August 29, 2020 through October 11, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 15, 2023 through October 11, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Class Action (*Ray v. Sierra Central Credit Union*, Case No. 24CV02890); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and

will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

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

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

“Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which were alleged or which could have been reasonably alleged based on the factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

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

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Award”), in recognition of her services in connection with the Actions. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Two Hundred Dollars and Zero Cents (\$10, 200.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Ray v. Sierra Central Credit Union*, Case No. 24CV02890); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Class Action (*Ray v. Sierra Central Credit*

Union, Case No. 24CV02890) (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Butte County Superior Court, located at North Butte County Courthouse, 1775 Concord Avenue, Chico, California 95928, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely online at:

<https://www.butte.courts.ca.gov/online-services/remote-appearances/civil-probate-and-family-matters>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting Butte County Superior Court, located at 1775 Concord Avenue, Chico, California, 95928, during normal business hours, or by online by visiting the following website:

<https://www.butte.courts.ca.gov/online-services/case-information>

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Actions.

PLEASE DO NOT CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**