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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF KERN**

PRISCILLA HERRERA, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

CENTRE FOR NEURO SKILLS, a California corporation; CFN SERVICES, INC., a California corporation; CFN SERVICES, INC. CALIFORNIA, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. BCV-22-101922

*Assigned for all purposes to the Hon. Gregory Pulskamp, Bakersfield Division: J*

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

Complaint Filed: August 1, 2022

Trial Date: None

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Priscilla Herrera and Brittany Marie Davidson, individually and on behalf of the Class and as representatives of the State of California pursuant to the California Labor Code Private Attorneys General Act (“Plaintiffs”) and Defendants Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. – California (“Defendants”)

**DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Actions” means the court and arbitration actions, entitled *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-22-101922 ("Herrera Class Action"); (2) *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-23-100344 ("Herrera PAGA Action"); (3) *Davidson v. Centre for Neuro Skills, et al.* Kern County Superior Court Case No. BCV-22-102038 ("Davidson Class Action"); and (4) *Davidson v. Centre for Neuro Skills, et al.* AAA Case No. 01-23-0001-6364 ("Davidson Individual Arbitration").

3. “Class Counsel” means Protection Law Group, LLP, and Lawyers for Justice, P.C.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and their expenses and costs incurred in connection with the Actions, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, i.e. One Million, One Hundred and Thirty-Seven Thousand Five Hundred Dollars (\$1,137,500.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Fifty Thousand Dollars (\$50,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

1           5.       “Class List” means a complete list of all Class Members that Defendants will  
2 diligently and in good faith compile from their records and provide to the Settlement Administrator  
3 within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List  
4 will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class  
5 Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4)  
6 social security number; (5) start and end dates of active employment as a non-exempt employee  
7 of Defendants in the State of California; (6) total Workweeks worked by each Class Member  
8 during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA  
9 Period; and (8) any other information required by the Settlement Administrator in order to  
10 effectuate the terms of the Settlement.

11           6.       “Class” or “Class Members” means all current and former non-exempt employees  
12 of Defendants who worked for Defendants, in California, at any time during the Class Period.

13           7.       “Class Period” means the period from August 1, 2018, through October 5, 2025.

14           8.       “Class Representatives” means Plaintiffs Priscilla Herrera and Brittany Marie  
15 Davidson in their capacity as representatives of the Participating Class Members.

16           9.       “Class Representative Enhancement Payments” means the amount that the Court  
17 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in  
18 recognition of the efforts and risks they have taken in assisting with the prosecution of the Actions  
19 and in exchange for the General Release of their claims as provided herein.

20           10.      “Court” means the Superior Court of the State of California for the County of Kern.

21           11.      “Defendants” means Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre  
22 for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills -  
23 Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. -  
24 California.

25           12.      “Effective Date” means: the later of: (a) if no timely objections are filed or if all  
26 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection  
27 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if

1 any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way  
2 that does not alter the terms of the settlement.

3 13. “Final Approval” means the Court entering an order granting final approval of the  
4 Settlement Agreement.

5 14. “Gross Settlement Amount” means the sum of Three Million Two Hundred and  
6 Fifty Thousand Dollars (\$3,250,000.00). The Gross Settlement Amount is non-reversionary; no  
7 portion of the Gross Settlement Amount will return to Defendants.

8 15. “Individual Settlement Payment” means the amount payable from the Net  
9 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
10 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
11 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
12 and/or PAGA Members.

13 16. “Net Settlement Amount” means the funds available for payments to the Class,  
14 which shall be amount remaining after the following amounts are deducted from the Gross  
15 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement  
16 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the  
17 PAGA Payment to the LWDA and PAGA Members.

18 17. “Notice” means the Notice of Class Action Settlement in a form substantially  
19 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known  
20 addresses and which will provide Class Members with information regarding the Actions and  
21 information regarding the settlement of the Action.

22 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
23 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

24 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in  
25 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
26 2698, *et seq.*)(“PAGA”). The Parties have agreed that Three Hundred and Twenty-Five Thousand  
27 Dollars (\$325,000.00) of the Gross Settlement Amount will be allocated to the resolution of claims  
28 arising under the Private Attorneys General Act. Seventy Five Percent (75%) of this amount

1 (\$243,750.00) will be paid to the California Labor and Workforce Development Agency in  
2 accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount  
3 (\$81,250.00), will be distributed to PAGA Members. PAGA Members will receive payment from  
4 the employee portion of the PAGA Payment regardless of their decision to participate in the class  
5 action if the PAGA Payment is approved by the Court.

6 20. “PAGA Period” means the period from May 19, 2021, through October 5, 2025.

7 21. “PAGA Members” means all current and former non-exempt employees of  
8 Defendants who worked for Defendants, in California, at any time during the PAGA Period.

9 22. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean  
10 either Plaintiffs or Defendants, separately.

11 23. “Participating Class Members” means all Class Members who do not submit valid  
12 and timely Requests for Exclusion.

13 24. “Plaintiffs” means Priscilla Herrera and Brittany Marie Davidson.

14 25. “Preliminary Approval” means the Court order granting preliminary approval of  
15 the Settlement Agreement.

16 26. “Objection” means a Participating Class Member’s valid and timely written  
17 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the  
18 objector’s full name, address, telephone number, last four digits of the employees social security  
19 number or employee ID number and (b) the name of the case and case number; and (c) a written  
20 statement of all grounds for the objection accompanied by legal support, if any, for such objection.

21 27. “Released Class Claims” means all claims, rights, demands, liabilities and causes  
22 of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the  
23 operative complaint in the *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court  
24 Case No. BCV-22-101922 including factual allegations regarding Defendants' alleged: (i) failure  
25 to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal  
26 periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu  
27 thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide

1 timely pay wages during employment; (vi) failure to provide complete, accurate wage statements;  
2 (vii) failure to reimburse business expenses, and (viii) unfair business practices.

3 28. “Released PAGA Claims” means all claims for civil penalties under the California  
4 Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been  
5 premised on the facts alleged in Plaintiff Herrera's May 19, 2022, PAGA Letter to the LWDA and  
6 in the operative complaint in *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior  
7 Court Case No. BCV-22-101922, including but not limited to penalties that could have been  
8 awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

9 29. “Released Parties” means Defendants Centre for Neuro Skills, Centre for Neuro  
10 Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for  
11 Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services,  
12 Inc. - California., and their past, present and/or future officers, directors, members, managers,  
13 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,  
14 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,  
15 assigns, and joint venturers.

16 30. “Request for Exclusion” means a valid and timely written statement submitted by  
17 a Class Member requesting to be excluded from the Action. To be effective, the Request for  
18 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four  
19 digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a  
20 clear statement requesting to be excluded from the settlement of the class claims. To be effective,  
21 the Request for Exclusion must be post-marked by the Response Deadline and received by the  
22 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of  
23 claims arising under the Private Attorneys General Act.

24 31. “Response Deadline” means the date forty-five (45) days after the Settlement  
25 Administrator mails Notice to Class Members and the last date on which Class Members may  
26 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the  
27 event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended  
28 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for

1 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days  
2 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th  
3 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended  
4 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be  
5 extended by express agreement between Class Counsel and Defendants. Under no circumstances,  
6 however, will the Settlement Administrator have the authority to unilaterally extend the Response  
7 Deadline.

8 32. "Settlement" means the disposition of the Actions pursuant to this Agreement.

9 33. "Settlement Administrator" means Apex Class Action, LLC The Parties each  
10 represent that they do not have any financial interest in the Settlement Administrator or otherwise  
11 have a relationship with the Settlement Administrator that could create a conflict of interest.

12 34. "Settlement Administration Costs" mean the costs payable from the Gross  
13 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
14 but not limited to, printing, distributing, and tracking documents for this Settlement,  
15 calculating/confirming the class member Workweeks from the information contained in the Class  
16 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,  
17 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other  
18 duties and responsibilities set forth herein to process this Settlement, and as requested by the  
19 Parties. Settlement Administration Costs shall not exceed Fifteen Thousand Six Hundred and  
20 Ninety Dollars (\$15,690.00).

21 35. "Workweek" shall mean any calendar week in which a Class Member or PAGA  
22 Member worked at least 1 day for Defendants.

23 **TERMS OF AGREEMENT**

24 36. Filing of Amended Complaint: Within fourteen (14) days of execution of this  
25 Agreement the Parties will stipulate to permit the filing of a First Amended Complaint in *Herrera*  
26 *v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-22-101922 ("Herrera  
27 Class Action") in order to add a PAGA Cause of Action and the allegations from *Herrera v. Centre*  
28 *for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-23-100344 ("Herrera PAGA

1 Action") to the Herrera Class Action and to add Plaintiff Davidson as a proposed Class  
 2 Representative in the Herrera Class Action. Within thirty (30) calendar days of receipt of the  
 3 conformed copy of the First Amended Complaint Plaintiff Herrera will dismiss the Herrera PAGA  
 4 Action without prejudice and Plaintiff Davidson will dismiss the "Davidson Class Action" and  
 5 "Davidson Individual Arbitration" without prejudice.

6 37. Settlement Consideration: Defendants shall fund the Gross Settlement Amount and  
 7 all applicable employer-side payroll taxes following Final Approval by the Court and the  
 8 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:  
 9 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,  
 10 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as  
 11 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement  
 12 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendants  
 13 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement  
 14 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

15 38. Potential Increase to the Gross Settlement Amount: Defendants have represented  
 16 there are approximately 133,181 Workweeks in the Class Period. Should the actual number of  
 17 Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 13,318  
 18 Workweeks) Defendants shall have the option to either (1) increase the Gross Settlement Amount  
 19 on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the  
 20 Class Members above 10%. For example, if the number of Workweeks increases by 11%, the  
 21 Gross Settlement Amount will increase by 1%; or (2) cut off the end of the Class and PAGA Period  
 22 so that the Workweeks in the Class Period do not exceed 146,499. In the event this provision is  
 23 triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order  
 24 granting approval of the revised terms prior to sending Notice to the proposed settlement class.

25 39. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of  
 26 the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and all  
 27 applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established  
 28 by the Settlement Administrator. Defendants shall provide all information necessary for the

1 Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit  
2 state unemployment insurance tax ID number, and other information requested by the Settlement  
3 Administrator, no later than seven (7) calendar days of the Effective Date.

4 40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days  
5 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
6 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development  
7 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs  
8 and (e) Settlement Administration Costs.

9 41. Attorneys' Fees and Costs: Defendants agree not to oppose any application or  
10 motion by Class Counsel for attorneys' fees of not more than One Million, One Hundred and  
11 Thirty-Seven Thousand Five Hundred Dollars (\$1,137,500.00) plus the reimbursement of costs  
12 and expenses associated with the litigation and settlement of the Actions, in an amount not to  
13 exceed Fifty Thousand Dollars (\$50,000.00), both of which will be paid from the Gross Settlement  
14 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall  
15 be reallocated to the Net Settlement Amount and distributed to Participating Class Members as  
16 provided in this Agreement.

17 42. Class Representative Enhancement Payment: Defendants agree not to oppose or  
18 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments  
19 of Ten Thousand Dollars (\$10,000) each for Plaintiffs Herrera and Davidson. The Class  
20 Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs'  
21 individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any  
22 portion of the requested Class Representative Enhancement Payments that is not awarded to the  
23 Class Representatives shall be reallocated to the Net Settlement Amount and distributed to  
24 Participating Class Members as provided in this Agreement.

25 43. Settlement Administration Costs: The Settlement Administrator will be paid for the  
26 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
27 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall  
28 not exceed Fifteen Thousand Six Hundred and Ninety Dollars (\$15,690.00).

1           44.    PAGA Payment: Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00)  
 2 shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties  
 3 under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA  
 4 Payment i.e. Two Hundred and Forty-Three Thousand Seven Hundred and Fifty Dollars  
 5 (\$243,750.00,), to the California Labor and Workforce Development Agency (“LWDA”). Twenty-  
 6 five percent (25%) of the PAGA Payment i.e. Eighty-On Thousand Two Hundred and Fifty Dollars  
 7 (\$81,250.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number  
 8 of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall  
 9 receive their portion of the PAGA Payment regardless of their decision to opt-out of the class  
 10 settlement.

11           45.    Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount  
 12 will be used to satisfy the class portion of Participating Class Members Individual Settlement  
 13 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount  
 14 is as follows:

Gross Settlement Amount	\$	3,250,000.00
Enhancement Payments:	\$	20,000.00
Class Counsel’s Fees:	\$	1, 137,500.00
Class Counsel’s Costs:	\$	50,000.00
PAGA Payment	\$	325,000.00
Settlement Administration Costs:	\$	15,690.00
<b>Estimated Net Settlement Amount</b>	<b>\$</b>	<b>1,701,810.00</b>

22           46.    Individual Settlement Payment Calculations: Individual Settlement Payments will  
 23 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for  
 24 PAGA Members and shall be paid pursuant to the formula set forth herein:

25                   a)    Calculation of Class Portion of Individual Settlement Payments: The  
 26 Settlement Administrator will calculate the total Workweeks for all Participating Class Members  
 27 by adding the number of Workweeks worked by each Participating Class Member during the Class  
 28

1 Period. The respective Workweeks for each Participating Class Member will be divided by the  
 2 total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each  
 3 Participating Class Member. Each Participating Class Member's Payment Ratio will then be  
 4 multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated  
 5 share of the Net Settlement Amount.

6 b) Calculation of PAGA Portion of Individual Settlement Payments:

7 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by  
 8 adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
 9 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all  
 10 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
 11 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
 12 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this  
 13 portion of their Individual Settlement Payment regardless of whether they opt out of the  
 14 participation regarding the class claims.

15 c) Allocation of Individual Settlement Payments: The Class Portion of

16 each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each  
 17 Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as  
 18 interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each  
 19 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual  
 20 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS  
 21 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the  
 22 Settlement Administrator.  
 23

24 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
 25 Participating Class Members under this Settlement, as well as any other payments made pursuant  
 26 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
 27 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
 28

1 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and  
2 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not  
3 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
4 any benefit plans.

5 48. Settlement Administration Process: The Parties agree to cooperate in the  
6 administration of the Settlement and to make all reasonable efforts to control and minimize the  
7 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will  
8 provide the following services:

- 9 a) Establish and maintain a Qualified Settlement Fund.
- 10 b) Calculate the Individual Settlement Payment each Participating Class  
11 Member is eligible to receive and the portion of the PAGA Payment each  
12 PAGA Member shall receive.
- 13 c) Print and mail the Notice.
- 14 d) Conduct additional address searches for mailed Notices that are returned as  
15 undeliverable.
- 16 e) Process Requests for Exclusion, field inquiries from Class Members,
- 17 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and  
18 1099 Tax Forms and any other filings required by any governmental taxing  
19 authority.
- 20 g) Provide declarations and/or other information to this Court as requested by  
21 the Parties and/or the Court regarding the settlement administration process.
- 22 h) Provide weekly status reports to counsel for the Parties.
- 23 i) Post settlement documents and a notice of final judgment online at  
24 Settlement Administrator's website.
- 25 j) Translate the Notice from English to Spanish

26 49. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary  
27 Approval, Defendants will provide the Class List to the Settlement Administrator. This is a  
28 material term of the Agreement, and if Defendants fail to comply, Plaintiffs shall have the right to

1 void the Agreement after providing Defendants with notice and seven (7) calendar days to cure.

2 50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the  
3 Class List from Defendants, the Settlement Administrator will mail the Notice to all Class  
4 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
5 identified in the Class List.

6 51. Confirmation of Contact Information in the Class List: Prior to mailing, the  
7 Settlement Administrator will perform a search based on the National Change of Address Database  
8 for information to update and correct for any known or identifiable address changes. Any Notice  
9 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
10 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
11 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
12 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
13 the correct address using a skip-trace, or other search using the name, address and/or Social  
14 Security number of the Class Member involved, and will then perform a single re-mailing. If any  
15 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a  
16 current employee, then Defendants shall make all reasonable efforts to obtain the current address  
17 from the Class Member and provide the same within seven (7) calendar days of notice from the  
18 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-  
19 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or  
20 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek  
21 dispute.

22 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
23 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
24 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked  
25 for Defendat during the Class Period; (e) each Class Member's estimated Individual Settlement  
26 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which  
27 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)  
28 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to

1 the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the  
2 date for the final approval hearing.

3 53. Disputed Information on Notice: Class Members will have an opportunity to  
4 dispute the information provided in their Notice. To the extent Class Members dispute the number  
5 of Workweeks with which they have been credited or the amount of their Individual Settlement  
6 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
7 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'  
8 records will be presumed determinative. However, if a Class Member produces evidence to the  
9 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
10 Member regarding the number of eligible Workweeks that should be applied and/or the Individual  
11 Settlement Payment to which the Class Member may be entitled. If the Parties and the Class  
12 Member do not agree, the dispute will be submitted to the Court.

13 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as  
14 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
15 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
16 business days of receiving the defective submission to advise the Class Member that his or her  
17 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
18 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar  
19 days from the date of the cure letter, whichever date is later, to postmark a revised Request for  
20 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the  
21 Settlement Administrator will have no further obligation to give notice of a need to cure. If the  
22 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

23 55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
24 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement  
25 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class  
26 Member's name, address, telephone number, and the last four digits of the Class Member's Social  
27 Security number and/or the Employee ID number and (b) a clear statement requesting to be  
28 excluded from the settlement of the class claims. The date of the postmark on the return mailing

1 envelope receipt confirmation will be the exclusive means to determine whether a Request for  
 2 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the  
 3 Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the  
 4 Requests for Exclusion that were timely submitted. All Class Members who do not request  
 5 exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the  
 6 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective  
 7 as to the release of claims arising under the Private Attorneys General Act.

8       56. Defendants' Right to Rescind: If ten percent (10%) or more of the Class Members  
 9 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at  
 10 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be  
 11 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising  
 12 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar  
 13 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants exercise  
 14 their right to rescind the Agreement, Defendants shall be responsible for all Settlement  
 15 Administration Costs incurred to the date of rescission.

16       57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
 17 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
 18 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
 19 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
 20 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
 21 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the  
 22 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General  
 23 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the  
 24 Counsel for both Plaintiffs and Defendants and noted in the proposed Judgment submitted to the  
 25 Court.

26       58. Objection Procedures: To object to the Settlement, a Participating Class Member  
 27 must postmark a valid Objection to the Settlement Administrator on or before the Response  
 28 Deadline. The Objection must be signed by the Participating Class Member and contain all

1 information required by this Settlement Agreement including the employees full name, address,  
 2 telephone number, the last four digits of their social security number and/or Employee ID number,  
 3 the name of the case and case number, and the specific reason including any legal grounds for the  
 4 Participating Class Members objection. The postmark date will be deemed the exclusive means  
 5 for determining that the Notice of Objection is timely. Participating Class Members who fail to  
 6 object in the manner specified above will be foreclosed from making a written objection, but shall  
 7 still have a right to appear at the Final Approval Hearing in order to have their objections heard by  
 8 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
 9 Participating Class Members to submit written objections to the Settlement or appeal from the  
 10 Order and Judgment. Class Counsel will not represent any Class Members with respect to any  
 11 objections to this Settlement.

12 59. Certification Reports Regarding Individual Settlement Payment Calculations: The  
 13 Settlement Administrator will provide Defendants’ Counsel and Class Counsel a weekly report  
 14 which certifies: (a) the number of Class Members who have submitted valid Requests for  
 15 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
 16 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
 17 Administrator will provide to counsel for both Parties any updated reports regarding the  
 18 administration of the Settlement Agreement as needed or requested.

19 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
 20 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
 21 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
 22 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to  
 23 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
 24 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
 25 Participating Class Members and PAGA Members who did not cash their checks until such time  
 26 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”  
 27 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid  
 28 out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid

1 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment  
2 checks. Therefore, Defendants will not be required to pay any interest on such amounts. The  
3 Individual Settlement Payments provided to Participating Class Members and to PAGA Members  
4 shall prominently state the expiration date or a statement that the Settlement Check will expire in  
5 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
6 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will  
7 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties  
8 agree no unclaimed funds will result from the settlement.

9 61. Administration of Taxes by the Settlement Administrator: The Settlement  
10 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA  
11 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
12 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible  
13 for forwarding all payroll taxes and penalties to the appropriate government authorities.

14 62. Tax Liability: Defendants make no representation as to the tax treatment or legal  
15 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are  
16 not relying on any statement, representation, or calculation by Defendants or by the Settlement  
17 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that  
18 they will be solely responsible for the payment of any taxes and penalties assessed on the payments  
19 described herein. Defendants' share of any employer payroll taxes and other required employer  
20 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants'  
21 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement  
22 Amount.

23 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
24 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
25 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
26 communication or disclosure between or among the Parties or their attorneys and other advisers,  
27 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
28 or be relied upon as, tax advice within the meaning of United States Treasury Department circular

1 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
 2 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
 3 connection with this Agreement, (b) has not entered into this Agreement based upon the  
 4 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
 5 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party  
 6 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or  
 7 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
 8 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
 9 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,  
 10 including any transaction contemplated by this Agreement.

11 64. No Prior Assignments: The Parties and their counsel represent, covenant, and  
 12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
 13 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
 14 action, cause of action or right herein released and discharged.

15 65. Release by Participating Class Members: Upon the complete funding of the Gross  
 16 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating  
 17 Class Members shall fully release and discharge the Released Parties from the Released Class  
 18 Claims that arose during the Class Period. This release shall be binding on all Participating Class  
 19 Members.

20 66. Release by the State of California and LWDA: Upon the complete funding of the  
 21 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants the  
 22 LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and  
 23 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA  
 24 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or  
 25 otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim  
 26 on behalf of the LWDA based on the same factual predicate as this action and covering the same  
 27 time period.

28 67. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross

1 Settlement Amount, Plaintiffs—on behalf of themselves only—provide the additional following  
2 General Release: In consideration of Defendants’ promises and agreements as set forth herein,  
3 Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and  
4 Released PAGA Claims and also generally release and discharge the Released Parties from any  
5 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have  
6 been or could have been asserted against the Released Parties arising out of or relating to their  
7 employment by Defendants or termination thereof, including but not limited to claims for wages,  
8 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination  
9 of employment. This release specifically includes any and all claims, demands, obligations and/or  
10 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except  
11 provided by the Settlement Agreement) relating to or in any way connected with the matters  
12 referred to herein, whether or not known or suspected to exist, and whether or not specifically or  
13 particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by  
14 California Civil Code Section 1542, which provides:

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

21 This release specifically excludes claims for unemployment insurance, disability, social  
22 security, and workers compensation (with the exception of claims arising pursuant to California  
23 Labor Code Sections 132(a) and 4553)

24 68. Neutral Employment Reference: Defendants agree that they will adopt a neutral  
25 reporting policy regarding any future employment references related to Plaintiffs. In the event that  
26 any potential or future employers of Plaintiffs request a reference regarding Defendants’  
27 employment of Plaintiffs, Defendants shall only provide the requested Plaintiff’s dates of  
28 employment and job title. Defendants shall not refer to the Actions or this Settlement

1           69.    Nullification of Settlement Agreement: In the event that: (a) the Court does not  
2 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
3 material term of this Settlement Agreement; or (c) the Settlement does not become final as written  
4 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
5 documents generated to bring it into effect, will be null and void, all amounts deposited into the  
6 QSF will be returned to Defendants, and the Parties shall be returned to their original respective  
7 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement  
8 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement  
9 for any reason, the Parties agree that they will return to and attend mediation with a mutually  
10 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

11           70.    Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to  
12 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
13 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)  
14 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
15 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
16 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
17 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the  
18 Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that they  
19 will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and  
20 completely approve the Agreement as to the Actions will result in this Settlement Agreement and  
21 the Memorandum of Understanding entered into by the Parties, and all obligations under this  
22 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

23           71.    Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
24 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with  
25 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
26 determine the Final Approval of the Settlement Agreement along with the amounts properly  
27 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class  
28 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class

1 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any  
2 failure by the Court to fully and completely approve the Settlement Agreement as to all of the  
3 Actions, or the entry of any Order by another Court with regard to any of the Actions which has  
4 the effect of modifying material terms of this Agreement or preventing the full and complete  
5 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this  
6 Agreement and all obligations under this Agreement being null and void. Defendants agree they  
7 shall not oppose the granting of the Motion for Final Approval, provided Defendants have not  
8 exercised their right to rescind pursuant to the terms of this Agreement.

9 72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
10 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
11 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
12 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms  
13 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as  
14 may be appropriate under court rules or as set forth in this Settlement.

15 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
16 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
17 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

18 74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
19 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
20 agreements may be deemed binding on the Parties.

21 75. Amendment or Modification: This Settlement Agreement may be amended or  
22 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
23 interest and approved by the Court.

24 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
26 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
27 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
28 documents required to effectuate the terms of this Settlement Agreement. The Parties and their

1 counsel will cooperate with each other and use their best efforts to affect the implementation of  
 2 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
 3 needed to implement the Settlement, or on any supplemental provisions that may become  
 4 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
 5 to resolve such disagreement.

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

9 78. California Law Governs: All terms of this Settlement Agreement and Exhibits  
 10 hereto will be governed by and interpreted according to the laws of the State of California.

11 79. Execution and Counterparts: This Settlement Agreement is subject only to the  
 12 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
 13 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
 14 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
 15 the Parties will exchange among themselves original signed counterparts.

16 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
 17 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have  
 18 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
 19 litigation, taking into account all relevant factors, present and potential. The Parties further  
 20 acknowledge that they are each represented by competent counsel and that they have had an  
 21 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
 22 Settlement.

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

27 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
 28 class certification for purposes of this Settlement only; except, however, that either party may

1 appeal any court order that materially alters the Settlement Agreement's terms.

2 83. Class Action Certification for Settlement Purposes Only: The Parties agree to  
3 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
4 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
5 that certification for purposes of the Settlement is not an admission that class action certification  
6 is proper under the standards applied to contested certification motions and that this Agreement  
7 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
8 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than  
9 according to the Settlement's terms.

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

24 85. Captions: The captions and section numbers in this Agreement are inserted for the  
25 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
26 provisions of this Agreement.

27 86. Waiver: No waiver of any condition or covenant contained in this Settlement  
28 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered

1 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
2 right or remedy.

3 87. Enforcement Action: In the event that one or more of the Parties institutes any legal  
4 action or other proceeding against any other Party or Parties to enforce the provisions of this  
5 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
6 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees  
7 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

13 89. Representation By Counsel: The Parties acknowledge that they have been  
14 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
15 and that this Agreement has been executed with the consent and advice of counsel and reviewed  
16 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the  
17 Agreement.

18 90. All Terms Subject to Final Court Approval: All amounts and procedures described  
19 in this Settlement Agreement herein will be subject to final Court approval.

20 91. Cooperation and Execution of Necessary Documents: The Parties agree to  
21 cooperate to promote participation in the Settlement, and in seeking court approval of the  
22 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
23 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any  
24 settlement agreement waivers, Pick Up Stix agreements, or arbitration agreements (except in the  
25 ordinary course of business) from any Class Member prior to the funding of the Gross Settlement  
26 Amount concerning claims released via this Agreement, and that the Parties will work in good  
27 faith to reach an agreement approved by the Court.

28 92. Confidentiality: The Parties and their counsel agree to keep the terms of the

1 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,  
2 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,  
3 initiate any contact with the press, respond to any press inquiry or have any communication with  
4 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement  
5 Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by  
6 law or in furtherance of business purposes, including the fulfillment of obligations stated in this  
7 Settlement Agreement or limit Class Counsel's communications with the Class Members in  
8 furtherance of approval of this Settlement.

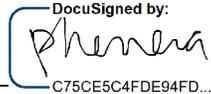
9       93. Binding Agreement: The Parties warrant that they understand and have full  
10 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
11 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
12 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
13 provisions that otherwise might apply under federal or state law.

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15 [SIGNATURES ON FOLLOWING PAGE]  
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Dated: 11/18/2025

**PLAINTIFF**

By:  Priscilla Herrera  
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Dated: 11/18/2025

**PLAINTIFF**

By:  Brittany Marie Davidson  
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Dated: \_\_\_\_\_

**DEFENDANT**

**CENTRE FOR NEURO SKILLS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEFENDANT**

**CENTRE FOR NEURO SKILLS- LA.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEFENDANT**

**CENTRE FOR NEURO SKILLS - SF**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PLAINTIFF**

By: \_\_\_\_\_  
Priscilla Herrera

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

**PLAINTIFF**

By: \_\_\_\_\_  
Brittany Marie Davidson

Dated: 24/11/25

**DEFENDANT**

**CENTRE FOR NEURO SKILLS**

By: *Jamie Mason* \_\_\_\_\_

Name: Jamie Mason, Esq.

Title: General Counsel

Dated: 24/11/25

**DEFENDANT**

**CENTRE FOR NEURO SKILLS- LA.**

By: *Jamie Mason* \_\_\_\_\_

Name: Jamie Mason, Esq.

Title: General Counsel

Dated: 24/11/25

**DEFENDANT**

**CENTRE FOR NEURO SKILLS - SF**

By: *Jamie Mason* \_\_\_\_\_

Name: Jamie Mason, Esq.

Title: General Counsel

1 Dated: 24/11/25  
2 \_\_\_\_\_

**DEFENDANT**

**CENTRE FOR NEURO SKILLS - HOLDING  
3 COMPANY**

4 By: Jamie Mason  
\_\_\_\_\_

5 Name: Jamie Mason, Esq.  
\_\_\_\_\_

6 Title: General Counsel  
\_\_\_\_\_

7  
8 Dated: 24/11/25  
9 \_\_\_\_\_

**DEFENDANT**

**CENTRE FOR NEURO SKILLS - CLINICAL  
10 RESEARCH & EDUCATION FOUNDATION.**

11 By: Jamie Mason  
\_\_\_\_\_

12 Name: Jamie Mason, Esq.  
\_\_\_\_\_

13 Title: General Counsel  
\_\_\_\_\_

14  
15 Dated: 24/11/25  
16 \_\_\_\_\_

**DEFENDANT**

**CFN SERVICES INC.**

17 By: Jamie Mason  
\_\_\_\_\_

18 Name: Jamie Mason, Esq.  
\_\_\_\_\_

19 Title: General Counsel  
\_\_\_\_\_

20  
21 Dated: 24/11/25  
22 \_\_\_\_\_

**DEFENDANT**

**CFN SERVICES, INC. – CALIFORNIA.**

23 By: Jamie Mason  
\_\_\_\_\_

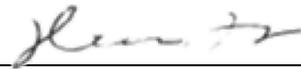
24 Name: Jamie Mason, Esq.  
\_\_\_\_\_

25 Title: General Counsel  
\_\_\_\_\_

**APPROVED AS TO FORM**

Dated: 11/18/2025

**PROTECTION LAW GROUP, LLP.**

By: 

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiffs

Dated: 11/18/2025

**LAWYERS FOR JUSTICE P.C.**

By: 

Joanna Ghosh, Esq.  
Arby Aiwazian, Esq.  
Ryan Slinger  
Attorneys for Plaintiffs

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

**BELDEN BLAINE RAYTIS LLP.**

By: \_\_\_\_\_

T. Scott Belden, Esq.  
Kaleb Judy, Esq.  
Attorneys for Defendants

**APPROVED AS TO FORM**

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

**PROTECTION LAW GROUP, LLP.**

By: \_\_\_\_\_

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiffs

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

**LAWYERS FOR JUSTICE P.C.**

By: \_\_\_\_\_

Joanna Ghosh, Esq.  
Arby Aiwazian, Esq.  
Attorneys for Plaintiffs

Dated: 11-24-2025

**BELDEN BLAINE RAYTIS LLP.**

By:  \_\_\_\_\_

T. Scott Belden, Esq.  
Kaleb Judy, Esq.  
Attorneys for Defendants

# **Exhibit A**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Herrera v. Centre for Neuro Skills et. al*  
Kern County Superior Court, Case No. BCV-22-101922

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former employees of Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. – California (“Defendants”) who worked for Defendants, in California, at any time from August 1, 2018, through October 5, 2025.**

### **BASIC INFORMATION**

#### **1. What is this settlement about?**

A lawsuit was commenced by Priscilla Herrera (“Plaintiff Herrera”), a former employee of Centre for Neuro Skills, against Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. - California. (“Defendants”) on August 1, 2022. This case, *Herrera v. Centre for Neuro Skills et. al*. Case No. BCV-22-101922 is currently pending in the Kern County Superior Court. The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit claims that the Class Members are entitled to, *inter alia*, damages, penalties and restitution.

On [REDACTED] Plaintiff Herrera filed a First Amended Complaint in *Herrera v. Centre for Neuro Skills et. al*. Case No. BCV-22-101922, in order to add claims arising under the Private Attorneys General Act that had been alleged in a separate, related action, and in order to add Brittany Marie Davidson (Plaintiff Davidson) as a proposed Class Representative.

The proposed settlement would resolve all claims alleged in the First Amended Complaint on behalf of the Class defined below. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case. However, the Parties have agreed to resolve this dispute in an effort to conserve resources and in light of the risks of further litigation. The terms of the proposed settlement are further detailed below.

#### **2. Why is this a class action?**

In a class action, one or more people called the Class Representative (in this case Priscilla Herrera and Brittany Marie Davidson, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Kern County Superior Court is in charge of this class action.

### 3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Herrera and Davidson as the Class Representatives, and appointed their attorneys at Protection Law Group, and Lawyers *for* Justice P.C. as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be ultimately be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representatives and Class Counsel think the Settlement is best for the Class.

### WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by any Defendant as a non-exempt employee and worked for Defendants, in California, at any time between August 1, 2018, and October 5, 2025.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Million Two Hundred and Fifty Thousand Dollars (\$3,250,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Million One Hundred and Thirty-Seven Thousand Five Hundred Dollars (\$1,137,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifty Thousand Dollars (\$50,000);
- C. **Incentive Payment to the Class Representatives** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each (\$20,000.00 total);
- D. **Settlement Administration Costs** which are currently estimated to be Fifteen Thousand Six Hundred and Ninety Dollars (\$15,690.00) and
- E. **PAGA Payment** in the amount of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$243,750.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$81,250.00) will be distributed to non-exempt employees who worked for Defendant, in California, at any time between May 19, 2021, and October 5, 2025, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from August 1, 2018, through October 5, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

**You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.**

This Amount was determined based on Defendants' record of your employment between August 1, 2018, and October 5, 2025, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if you and the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]  
[Address]  
[Telephone No].

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendants Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. - California., and their past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" mean all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-22-101922 including factual allegations regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to reimburse business expenses, and (viii) unfair business practices.

The “Class Period” during which the release of Released Class Claims pertains is from August 1, 2018, through October 5, 2025.

Additionally, all current and former non-exempt employees of Defendants who worked for Defendants in California between May 19, 2021, and October 5, 2025, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff Herrera's May 19, 2022, PAGA Letter to the LWDA and in the operative complaint in *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-22-101922, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from May 19, 2021, through October 5, 2025.

### **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

#### **9. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims.

#### **10. If I exclude myself, can I get money from this settlement?**

No. (except if you worked between May 19, 2021, and October 5, 2025 in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue the Released Parties for Released Class Claims.

### THE LAWYERS REPRESENTING YOU

#### 11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, LAWYERS FOR JUSTICE P.C. as Class Counsel. The firm's contact information is:

#### PROTECTION LAW GROUP LLP

Carlos Jimenez, Esq.  
D. Luke Clapp, Esq.  
149 Sheldon Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

#### LAWYERS FOR JUSTICE P.C

Arby Aiwazian  
Joanna Ghosh  
Ryan Slinger  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020  
Facsimile: (818) 265-1021

### OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

#### 12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

#### 13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

#### 14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [ ] a.m./p.m. on [ ], 2026], in Division J of the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

**15. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Kern County Superior Court website.

**16. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\] .com](http://www. [REDACTED] .com)

**IF YOU DO NOTHING**

**17. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

**GETTING MORE INFORMATION**

**18. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

**WHAT IF MY INFORMATION CHANGES?**

**19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**