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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF LOS ANGELES**

18 LETICIA CORNELL, on behalf of herself,  
those similarly situated, and/or aggrieved  
19 California-based non-exempt employees,

20 Plaintiff,

21 v.

22 FLEMING & BARNES, INC. dba  
23 DIMONDALE ADOLESCENT CARE  
FACILITY; and Does 1 through 100,  
24 inclusive,

25 Defendants.

) Case No.: 22STCV29152

) CLASS ACTION

) Assigned For All Purposes to:  
Honorable Yvette M. Palazuelos  
Department 9

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

) Complaint Filed: September 7, 2022  
Trial Date: Not Set

1 This “Joint Stipulation of Class Action and PAGA Settlement and Release” (hereinafter  
2 “Agreement” or “Settlement”) is made by and between Plaintiff Leticia Cornell (“Plaintiff”) and  
3 Defendant Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility (“Defendant”). The  
4 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant  
7 captioned Leticia Cornell v. Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility, et al., Los  
8 Angeles Superior Court Case No. 22STCV29152, initiated on September 7, 2022 and pending in Superior  
9 Court of the State of California, County of Los Angeles, and also includes the claims outlined in Plaintiff’s  
10 letter to the LWDA dated June 30, 2022, attached as “Exhibit A” to Plaintiff’s initial complaint.

11 1.2. “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed to  
12 appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the  
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the  
15 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of  
16 the Settlement. Should the Court approve administrative expenses in an amount less than the amount  
17 provided herein, then the unapproved portion shall be a part of the Net Settlement Amount for distribution  
18 to Participating Class Members.

19 1.4. “Aggrieved Employee” means a person employed by Defendant either directly or through any  
20 subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid  
21 employee in the State of California during the PAGA Period.

22 1.5. “Class” means all persons currently or formerly employed by Defendant either directly or  
23 through any subsidiary, staffing agency, or professional employer organization, as non-exempt in the State  
24 of California during the Class Period. It shall be an opt-out class.

25 1.6. “Class Counsel” means Jaurigue Law Group, a/k/a JLG Lawyers.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
27 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses,  
28 respectively, incurred to prosecute the Action. All such amounts are subject to approval by the Court.

1 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including  
2 the Class Member’s name, last-known mailing address, Social Security number, and start dates and end  
3 dates of employment.

4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a  
5 Participating Class Member or Non-Participating Class Member (including a Non-Participating Class  
6 Member who qualifies as an Aggrieved Employee).

7 1.10. “Class Member Address Search” means the Administrator’s investigation and search for  
8 current Class Member mailing addresses using all reasonably available sources, methods and means  
9 including, but not limited to, the “National Change of Address Database”, skip traces, and direct contact  
10 by the Administrator with Class Members.

11 1.11. “Class Notice” means the Court approved “NOTICE OF CLASS ACTION AND PAGA  
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL”, to be mailed to Class  
13 Members in English, with a Spanish translation, substantially similar to the form attached as **Exhibit A**  
14 and incorporated by reference into this Agreement, subject to Court approval. The Class Notice shall  
15 constitute class notice pursuant to California Rule of Court 3.769(f) and once approved by the Court shall  
16 be deemed compliant with California Rule of Court 3.766.

17 1.12. “Class Period” means the period from September 7, 2018 through October 7, 2024.

18 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action  
19 seeking Court approval to serve as a Class Representative.

20 1.14. “Class Representative Service Payment” means the payment to the Class Representative for  
21 initiating the Action and providing services in support of the Action, subject to Court approval. If the  
22 Court awards less than the amount requested, any amount not awarded will become part of the Net  
23 Settlement Amount for distribution to Participating Class Members.

24 1.15. “Court” means the Superior Court of California, County of Los Angeles.

25 1.16. “Defendant” means Defendant Fleming & Barnes, Inc. dba Dimondale Adolescent Care  
26 Facility.

27 1.17. “Defense Counsel” means Messner Reeves LLP, along with its counsel Kathleen Carter and  
28 Jeffrey R. Gillette.

1 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court  
2 enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final.  
3 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member  
4 objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class  
5 Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the  
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the  
7 Judgment and issues a remittitur or the date there is a final dismissal of any proceeding to review the Final  
8 Approval, provided that the Final Approval is affirmed and/or not reversed in any part.

9 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

10 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the  
11 Settlement.

12 1.22. "Gross Settlement Amount" means \$600,000.00 (six-hundred-thousand-dollars-and-zero-  
13 cents) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement  
14 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA  
15 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative  
16 Service Payment and the Administration Expenses Payment.

17 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net  
18 Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

19 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the  
20 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA  
21 Period.

22 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

23 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency  
24 entitled, under Labor Code section 2699, subd. (i).

25 1.27. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor  
26 Code section 2699, subd. (i).

27 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments  
28 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class

1 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses  
2 Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class  
3 Members as Individual Class Payments.

4 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Class portion  
5 of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for  
7 Defendant for at least one day during the PAGA Period.

8 1.31. "PAGA Period" means the period from July 5, 2021 through October 7, 2024.

9 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.)

10 1.33. "PAGA Notice" means Plaintiff's June 30, 2022, letter to Defendant and the LWDA providing  
11 notice pursuant to Labor Code section 2699.3, subd. (a).

12 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross  
13 Settlement Amount. The PAGA Penalties agreed upon, subject to Court approval, consists of \$28,000.  
14 Twenty-Five percent (25%), which is Seven Thousand Dollars \$7,000 of the PAGA Penalties, shall be  
15 distributed to the Aggrieved Employees, on a pro rata basis, and Seventy-Five percent (75%), which is  
16 Twenty-One Thousand Dollars \$21,000 of the PAGA Penalties , shall be paid to the LWDA.

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

19 1.36. "Plaintiff" means Leticia Cornell, the named Plaintiff in the Action.

20 1.37. "Preliminary Approval" means the Court's order granting Preliminary Approval of the  
21 Settlement.

22 1.38. "Preliminary Approval Order" means the proposed order granting Preliminary Approval of  
23 the Settlement.

24 1.39. "Class Released Claims" means the claims being released as described in Paragraph 6.2 below.

25 1.40. "PAGA Released Claims" means the claims being released as described in Paragraph 6.3  
26 below.

27 1.41. "Released Parties" means Defendant, and its respective past, present, and future subsidiaries,  
28 dba's, affiliates, parents, predecessors, successors, investors, and their current and former employees,

1 managing agents, Professional Employer Organizations, staffing agencies, servants, consultants, agents,  
2 directors, officers, members, independent contractors, representatives, insurers, reinsurers, and attorneys.

3 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be  
4 excluded from the Class portion of the Settlement signed by the Class Member.

5 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Class Notice to  
6 Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)  
7 fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or  
8 mail his or her written objection to the Settlement. Class Members to whom Class Notice is resent after  
9 having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar  
10 days beyond the Response Deadline to submit Requests for Exclusion or written objections.

11 1.44. "Settlement Class Member" means all Class Members who have not submitted a timely  
12 Request for Exclusion.

13 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least  
14 one day, during the Class Period.

15 **2. RECITALS.**

16 2.1. On September 7, 2022, Plaintiff commenced this Action by filing a complaint alleging eight (8)  
17 causes of action against Defendant for failing to (1) pay minimum wages; (2) pay overtime wages; (3)  
18 provide meal period premiums; (4) provide rest period premiums; (5) timely pay final wages; (6) provide  
19 compliant wage statements; (7) comply with the requirements of Business & Professions Code section  
20 17200, *et seq.*; and for (8) violations under the Private Attorneys General Act, Cal. Lab. Codes sections  
21 2698 *et. seq.* (The "Operative Complaint") Defendant denies the allegations in the Operative Complaint,  
22 denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all  
23 liability for the causes of action alleged.

24 2.2. Pursuant to Labor Code section 2699.3, subd., on June 30, 2022, (a), Plaintiff gave timely written  
25 notice to Defendant and the LWDA by sending the PAGA Notice regarding the specific provisions of the  
26 Labor Code he contends were violated and the theories supporting his contentions.

1 2.3. After engaging in discovery, investigations, and negotiation, on July 9, 2024, the Parties  
2 participated in an all-day mediation presided over by Lou Marlin, ultimately resulting in the Parties  
3 reaching a tentative global settlement, subject to the Court's approval.

4 2.4. Prior to negotiating the Settlement and attending mediation, Plaintiff obtained, through informal  
5 discovery, an agreed upon sampling of data from pay and time records. Plaintiff's investigation was  
6 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48  
7 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130  
8 ("Dunk/Kullar").

9 2.5. The Court has not granted class certification.

10 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other  
11 pending matter or action asserting claims that will be extinguished or affected by the Settlement.  
12 Defendant has not conducted any independent research regarding other case filings.

### 13 **3. MONETARY TERMS.**

14 3.1. Gross Settlement Amount. Defendants promise to pay \$600,000.00 and no more as the Gross  
15 Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking  
16 or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of  
17 payment. None of the Gross Settlement Amount will revert to Defendants.

18 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
19 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
20 Approval:

21 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more  
22 than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class  
23 Representative is entitled to receive as a Participating Class Member). Defendant will not oppose  
24 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part  
25 of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff  
26 will seek Court approval for any Class Representative Service Payments no later than 16 court days prior  
27 to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than  
28 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes  
2 full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three percent (33%)  
4 of the Gross Settlement Amount, which is \$200,000.00, and a Class Counsel Litigation Expenses Payment  
5 of not more than \$23,000. Defendant will not oppose requests for these payments provided that do not  
6 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment  
7 and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval  
8 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses  
9 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net  
10 Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's  
11 counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel  
12 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class  
13 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full  
14 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel  
15 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute  
16 or controversy regarding any division or sharing of any of these payments.

17 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$9,875 except for  
18 a showing of good cause and as approved by the Court. To the extent the Administration Expenses  
19 Payment is less than \$9,875 or in the event the amount awarded by the Court is less than \$9,875, the  
20 difference shall become part of the Net Settlement Amount and available for distribution to Participating  
21 Class Members on a pro rata basis.

22 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing  
23 the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members  
24 during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

25 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating  
26 Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage  
27 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form.  
28 Eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be allocated

1 to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are  
2 not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members  
3 assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments.

5 Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will  
6 retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to  
7 Participating Class Members on a pro rata basis.

8 3.2.5. To the LWDA and Aggrieved Employees: The PAGA Penalties agreed upon, subject to Court  
9 approval, consists of \$28,000 of the Gross Settlement Amount . Twenty-Five percent (25%) which is  
10 Seven Thousand Dollars \$7,000 of the PAGA Penalties, shall be distributed to the Aggrieved Employees  
11 on a pro rata basis, and Seventy-Five percent (75%) which is Twenty-One Thousand Dollars \$21,000 of  
12 the PAGA Penalties shall be paid to the LWDA.

13 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount  
14 of the Aggrieved Employees’ 25% share of PAGA Penalties \$7,000 by the total number of PAGA Pay  
15 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by  
16 each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and  
17 liability for any taxes owed on their Individual PAGA Payment.

18 3.2.5.2. If the amount of PAGA Penalties awarded by the Court is less than \$28,000, the difference  
19 shall become part of the Net Settlement Amount and available for distribution to eligible Participating  
20 Class Members on a pro rata basis. The Administrator will report the Individual PAGA Payments on IRS  
21 1099 Forms.

22 **4. SETTLEMENT FUNDING AND PAYMENTS.**

23 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records,  
24 Defendant estimates that there are 691 Class Members who collectively worked a total of 40,060  
25 Workweeks through the mediation of July 9, 2024, with qualifying Aggrieved Employees estimated to  
26 have worked a total 11,699 PAGA Pay Periods through the mediation of July 9, 2024.

27 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement,  
28 Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet.

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

10 4.3. Funding of Gross Settlement Amount. Within fourteen (14) calendar days after the Effective  
11 Date, including from Defendant's receipt of the filed Final Approval and the Administrator's calculation  
12 of the employer's payroll taxes, Defendant will make a one-time deposit of the Gross Settlement Amount  
13 and Defendant's share of employer's payroll taxes into a "Qualified Settlement Fund" account from  
14 which the Administrator will have authority to distribute money in accordance with the terms of this  
15 Settlement Agreement.

16 4.4 Administration of Taxes by the Administrator. The Administrator will be responsible for  
17 issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as  
18 may be required by law for all amounts paid pursuant to this Settlement. The Administrator will also be  
19 responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

20 4.5. Payments from the Gross Settlement Amount. Within 14 days after receipt of receipt of the  
21 Gross Settlement Amount and Defendant's share of employer's payroll taxes, the Administrator will mail  
22 checks as directed by the Court in its order of Final Approval for all Individual Class Payments and all  
23 Individual PAGA Payments as described in subsection 4.5.1, below.

24 4.5.1. Payments to Class Members. Within 14 days after receipt of Gross Settlement  
25 Amount and Defendant's share of employer's payroll taxes, the Administrator will issue checks for the  
26 Individual Class Payments and/or Individual PAGA Payments and send them to the recipients via First  
27 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than  
28 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks

1 not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all  
2 Participating Class Members (including those for whom Class Notice was returned undelivered). The  
3 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including  
4 Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class  
5 Notice was returned undelivered). The Administrator may send Participating Class Members a single  
6 check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any  
7 checks, the Administrator must update the recipients' mailing addresses using the National Change of  
8 Address Database.

9 4.5.2. The Administrator must conduct a Class Member Address Search for all other Class  
10 Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of  
11 receiving a returned check the Administrator must re-mail checks to the USPS forwarding address  
12 provided or to an address ascertained through the Class Member Address Search. The Administrator need  
13 not take further steps to deliver checks to Class Members whose re-mailed checks are returned as  
14 undelivered. The Administrator shall promptly send a replacement check to any Class Member whose  
15 original check was lost or misplaced, requested by the Class Member prior to the void date.

16 4.5.3. For any Class Member whose Individual Class Payment check or Individual PAGA  
17 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds  
18 represented by such checks to the California Controller's Unclaimed Property Fund in the name of the  
19 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil  
20 Procedure Section 384, subd. (b).

21 4.5.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
22 not obligate Defendants to confer any additional benefits or make any additional payments to Class  
23 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## 24 **6. RELEASES OF CLAIMS.**

25 Upon the Effective Date of this Agreement and Defendants fully funding the entire Gross Settlement  
26 Amount as well as all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,  
27 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:  
28

1           6.1 Plaintiff's Release. In addition to the Class Released Claims and PAGA Released Claims,  
2 Plaintiff, for herself and her spouse, heirs and assigns, will be deemed to have fully, finally, and forever  
3 released, settled, compromised, relinquished, and discharged the Released Parties from any and all  
4 charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suites, rights,  
5 demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes  
6 of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or  
7 unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff,  
8 at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have,  
9 including but not limited to any and all claims arising out of, relating to, or resulting from their  
10 employment, payment of wages during that employment and/or separation of employment with the  
11 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,  
12 rule, or regulation or executive order relating to employment, including, but in no way limited to, any  
13 claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the  
14 Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age  
15 Discrimination in Employment Act ("ADEA"), the Employee Retirement Income Security Act  
16 ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing  
17 Act ("FEHA"); all claims for wages or penalties under the California Labor Code; Business and  
18 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or  
19 interference with legal rights; any and all other employment or discrimination laws; whistleblower claims;  
20 any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory  
21 estoppel. ("Plaintiff's Release") It is agreed that this is a general release and is to be broadly construed  
22 as a release of all claims, provided that Plaintiff's Release does not extend to any claims for vested  
23 benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation  
24 benefits that arose at any time, or based on occurrences outside the Class Period, or that cannot be released  
25 as a matter of law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to  
26 claims that she has against Defendant, of whatever nature and kind, known or unknown, suspected or  
27 unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or  
28 event, occurring in whole or in part, on or before the execution of this Settlement Agreement.

1           6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of  
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,  
3 of section 1542 of the California Civil Code, which reads:

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

8           6.2 Released by Participating Class Members. Claims that Plaintiff and the other Participating Class  
9 Members are releasing in exchange for the consideration provided for by this Agreement are all claims  
10 asserted against the Released Parties in the Action that arise out of the facts asserted in the Action, or that  
11 could have been asserted against the Released Parties in the Action, and include the following: For the  
12 duration of the Class Period, the release includes (a) all claims for unpaid wages, including minimum  
13 wages, regular wages, overtime and double time wages, and improper calculation of overtime and double  
14 time wages (b) all claims for failure to provide compliant meal and rest periods and associated  
15 compensation and/or premium pay; (c) all claims for failure to timely pay wages during employment,  
16 upon termination or resignation and/or separation pay; (d) all claims for non-compliant wage statements;  
17 (e) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out  
18 of the Labor Code violations referenced in the Action (the "Class Released Claims").

19           6.3. Release by Aggrieved Employees. The Aggrieved Employees release all claims for civil  
20 penalties for the Class Released Claims as well as claims for civil penalties under PAGA arising out of  
21 Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code  
22 sections alleged or that could have been alleged to have been violated in both the Action (which includes  
23 the PAGA Notice), including, without limitation to Labor Code sections 200, 201, 201.3, 201.5, 201.6,  
24 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 246, 404, 432, 432.5, 510,  
25 512, 551, 552, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5 and the  
26 IWC Wage Orders (the "PAGA Released Claims")

## 27 **7. MOTION FOR PRELIMINARY APPROVAL.**

28           The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for  
Preliminary Approval").

1           7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents  
2 necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in  
3 support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under  
4 Dunk/Kullar and a request for approval of the PAGA portion of the Settlement under Labor Code Section  
5 2699, subd. (f)(2)); (ii) a draft proposed order granting Preliminary Approval; (iii) a draft proposed Class  
6 Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering  
7 the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting  
8 the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or  
9 other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
10 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;  
11 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all  
12 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator;  
13 (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class  
14 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of  
15 violations (Labor Code section 2699.3, subd.(a)), Operative Complaint (Labor Code section 2699,  
16 subd.(l)(1)), this Agreement (Labor Code section 2699, subd.(l)(2)); (vii) the fully executed agreement to  
17 be provided to the Court ; and (viii) all facts relevant to any actual or potential conflict of interest with  
18 Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that  
19 they are not aware of any other pending matter or action asserting claims that will be extinguished or  
20 adversely affected by the Settlement.

- 21           a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,  
22           Administration Expenses Payment, and Class Representative Service Payment shall be  
23           determined by the Court, and the Court's determination on these amounts shall be final and  
24           binding. The Court's approval or denial of any amount requested for these items are not  
25           material conditions of this Agreement and are to be considered separate and apart from the  
26           fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating  
27           to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
28

1 Payment, Administration Expenses Payment, and Class Representative Service Payment  
2 shall not operate to terminate or cancel this Agreement.

3 b. If the Court declines to conditionally certify the Class or does not enter the Preliminary  
4 Approval Order and approve Plaintiff's Release, the Released Class Claims, and the  
5 Released PAGA Claims or otherwise does not approve the Settlement , this Agreement  
6 will be null and void, and the Parties will have no further obligations under the Agreement.

7 c. Defendant agrees it will not oppose Plaintiffs' Motion for Preliminary Approval so long as  
8 the motion is consistent with the terms of the Parties' Agreement.

9 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for  
10 expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after  
11 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
12 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class  
13 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

14 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary  
15 Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will  
16 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good  
17 faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions  
18 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will  
19 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good  
20 faith, to modify the Agreement and otherwise satisfy the Court's concerns.

21 **8. SETTLEMENT ADMINISTRATION.**

22 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as  
23 the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be  
24 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange  
25 for the Administration Expenses Payment. The Parties and their Counsel represent that they have no  
26 interest or relationship, financial or otherwise, with the Administrator other than a professional  
27 relationship arising out of prior experiences administering settlements.

1           8.2 Employer Identification Number. The Administrator shall have and use its own Employer  
2 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
3 federal tax authorities.

4           8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the  
5 requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

6           8.4 Notice to Class Members.

7           8.4.1 Class Data: No later than fifteen (15) calendar days after the Court grants Preliminary  
8 Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
9 spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data  
10 in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict  
11 access to the Class Data to Administrator employees who need access to the Class Data to effect and  
12 perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it  
13 discovers the Class Data omitted Class Members’ identifying information and to provide corrected or  
14 updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the  
15 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel  
16 will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
17 to missing or omitted Class Data.

18           8.4.2. No later than three (3) business days after receipt of the Class Data, the Administrator shall  
19 notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved  
20 Employees, Workweeks and PAGA Pay Periods in the Class Data

21           8.4.3 Using best efforts to perform as soon as possible, and in no event later than ten (10) days after  
22 receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data,  
23 via first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish translation, if  
24 applicable) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class  
25 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual  
26 PAGA Payment and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate  
27 these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses  
28 using the National Change of Address database.

1 8.4.4 Not later than three (3) business days after the Administrator's receipt of any Class Notice  
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any  
3 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
4 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most  
5 current address obtained. The Administrator has no obligation to make further attempts to locate or send  
6 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7 8.4.5 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA  
8 Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days  
9 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The  
10 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

11 8.4.6 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any  
12 persons who believe they should have been included in the Class Data and should have received Class  
13 Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an  
14 effort to agree on whether to include them as a Class Member. If the Parties agree, such person(s) will  
15 become a Class Member entitled to the same rights as other Class Members, and the Administrator will  
16 send, via email or overnight delivery, a Class Notice requiring them to exercise options under this  
17 Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class  
18 Notice, which ever are later.

19 8.5 Requests for Exclusion (Opt-Outs).

20 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send  
21 the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days  
22 after the Administrator mails the Class Notice plus an additional 14 days for Class Members whose Class  
23 Notice is re-mailed. A Request for Exclusion is a letter from a Class Member or his/her representative that  
24 reasonably communicates the Class Member's election to be excluded from the Class portion of the  
25 Settlement and includes the Class Member's name and number of the Action, address and email address  
26 or telephone number, contain a statement that the Class Member wishes to be excluded from the Class  
27 portion of the Settlement and be signed by the Class Member. To be valid, a Request for Exclusion must  
28

1 be timely postmarked by the Response Deadline and mailed or delivered to the Administrator at the  
2 address specified in the Class Notice.

3 8.5.2 If the Request for Exclusion does not contain the information listed above, it will not be deemed  
4 valid for exclusion from the Class portion of the Settlement, except that a Request for Exclusion not  
5 containing a Class Member's telephone number will be deemed valid. The date of the postmark on the  
6 Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion  
7 has been timely submitted. Any Class Member who requests to be excluded from the Class portion of the  
8 Settlement will not be entitled to any recovery under the class portion of the Settlement and will not be  
9 bound by the terms of the Class portion of the Settlement or have any right to object, appeal, or comment  
10 thereon except that if the Class Member is also entitled to any Individual PAGA Payment, he/she will be  
11 bound by the PAGA Released Claims.

12 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed  
13 to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms  
14 and conditions of the Settlement, including the Released Class Claims under Paragraph 6.2 of this  
15 Agreement, regardless whether the Participating Class Member actually receives the Class Notice or  
16 objects to the Settlement.

17 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-  
18 Participating Class Member and shall not receive an Individual Class Payment or have the right to object  
19 to the Class action components of the Settlement. Because future PAGA claims are subject to claim  
20 preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees  
21 are deemed to release the claims identified as PAGA Released Claims in Paragraph 6.2 of this Agreement  
22 and are eligible for an Individual PAGA Payment.

23 8.5.5. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff  
24 acting as a proxy and as a Private Attorney General of and for the State of California and LWDA, the  
25 Parties agree that no Aggrieved Employee (including Plaintiffs) has the right to object to the PAGA  
26 portion of the Settlement or exclude himself or herself from the release of claims set forth in Section 6.3  
27 of this Settlement regardless of whether the Aggrieved Employee cashes any payment received as a result  
28 of this Settlement.

1           8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days  
2 after the Administrator mails the Class Notice plus an additional 14 days for Class Members whose Class  
3 Notice is re-mailed to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to  
4 the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating  
5 with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class  
6 Member to submit supporting documentation. In the absence of any contrary documentation, the  
7 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long  
8 as they are consistent with the Class Data. The Administrator's determination of each Class Member's  
9 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise  
10 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation  
11 of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's  
12 determination of the challenges.

13           8.7 Objections to Settlement.

14           8.7.1 Only Participating Class Members may object to the Class action components of the Settlement  
15 and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for  
16 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative  
17 Service Payment.

18           8.7.2 Participating Class Members may send written objections to the Administrator which must be  
19 timely postmarked by the Response Deadline and mailed or delivered to the Administrator at the address  
20 specified in the Class Notice. The written objection must: (i) indicate what the Class Member is objecting  
21 to; (ii) why the Class Member is objecting; (iii) any fact that support the objection; and (iv) include the  
22 case name and number of the Action and Class Member's full name, present address, and email address  
23 or telephone number. In the alternative, Participating Class Members may appear in Court (or hire an  
24 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating  
25 Class Member who elects to send a written objection to the Administrator must do so not later than forty-  
26 five (45) days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class  
27 Members whose Class Notice was re-mailed). Any attorney who will represent an individual objecting to  
28 this Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense

1 Counsel no later than fifteen (15) calendar days before the Final Approval Hearing. If a Participating Class  
2 Member objects to the Settlement, the objecting Participating Class Member will remain a member of the  
3 Settlement and if the Court overrules the objection and approves the Settlement, the objecting Participating  
4 Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a  
5 Participating Class Member who does not object.

6 8.7.3 Non-Participating Class Members have no right to object to any of the class action components  
7 of the Settlement. In addition, Plaintiff waives any right to object to the Settlement, and hereby endorses  
8 the Settlement as fair, reasonable and adequate and in the best interests of the Class.

9 8.7.4 Aggrieved Employees have no right to object to the PAGA portion of the Settlement and  
10 shall be bound by the release of claims identified in Section 6.3 of this Agreement.

11 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
12 performed or observed by the Administrator contained in this Agreement or otherwise.

13 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain  
14 and use an internet website to post information of interest to Class Members including the date, time and  
15 location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval,  
16 the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval and the  
17 Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone  
18 number to receive Class Member calls, faxes and emails.

19 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review  
20 on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the  
21 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to  
22 Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class  
23 Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and  
24 other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)  
25 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). At no time  
26 will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members  
27 to object to the Class portion of the Settlement or appeal from the Final Approval and Judgment. Class  
28 Counsel will not seek to represent any Class Member who has submitted a Request for Exclusion.

1           8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class  
2 Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-  
3 mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received,  
4 objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and  
5 checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The  
6 Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for  
7 Exclusion based on the requirements of this Agreement and attach copies of all Requests for Exclusion  
8 and objections received.

9           8.8.4 If there is a Workweek or PAGA Pay Period dispute, the Administrator will consult with the  
10 Parties to determine whether an adjustment is warranted. Absent evidence rebutting the accuracy of  
11 Defendant’s records and data as they pertain to the number of Workweeks or PAGA Pay Periods to be  
12 credited to a disputing Class Member, Defendant’s records will be presumed to be correct and  
13 determinative of the dispute.

14           8.8.5 Administrator’s Declaration. Not later than sixteen (16) days before the date by which Plaintiff  
15 is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and  
16 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and  
17 compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of  
18 Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate  
19 Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or  
20 invalid), the number of written objections and attach the Exclusion List. The Administrator will  
21 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
22 responsible for filing the Administrator’s declaration(s) in Court.

23           8.8.6 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds  
24 in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with  
25 a final report detailing its disbursements by employee identification number only of all payments made  
26 under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator  
27 will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
28

1 Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is  
2 responsible for filing the Administrator's declaration in Court.

3 8.8.7. Employer Taxes. The Administrator shall calculate Defendant's share of employer payroll  
4 taxes due on the Wage Portion of Individual Class Payments and provide this information to the Parties  
5 and the Court for purposes of Final Approval. The Administrator shall remit employer taxes and required  
6 forms to the appropriate taxing authorities within the deadlines set by law.

7 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant  
8 estimates there were: (1) 691 Class Members who worked a total of approximately 40,060 Workweeks  
9 through the mediation of July 9, 2024; and (2) qualifying Aggrieved Employees who worked a total of  
10 approximately 11,699 PAGA Pay Periods through the mediation of July 9, 2024. If it is determined that  
11 the number of Workweeks through the Class Period (September 7, 2018 through October 7, 2024) exceeds  
12 ten percent (10%) or more of 40,060 (*i.e.*, more than 44,066 Workweeks), then Defendant will have the  
13 option of either: (a) increasing the Gross Settlement Amount to account for the additional number of  
14 Workweeks above 44,066, or (b) shortening the Class Period so that the total Workweeks is 44,066 or  
15 less. If Defendant exercises option (a), an increase by more than 10% through the Class Period, will  
16 increase the Gross Settlement Amount proportionally over the 10% increase. For example, if the number  
17 of Workweeks increase by 11% through the Class Period, and Defendant elects option (a) set forth above,  
18 then the Gross Settlement Amount shall increase by 1%. The Parties agree that the Workweek value is  
19 \$14.98 per Workweek ( $\$600,000 / 40,060$  Workweeks).

20 **9. DEFENDANTS' RIGHT TO WITHDRAW.**

21 If Participating Class Members representing more than an aggregate total of seven percent (7%)  
22 of the verified Workweeks opt out of the Settlement, Defendants, at their sole discretion, shall have the  
23 option of nullifying the Settlement. To exercise this option Defendants must do so within thirty (30) days  
24 after expiration of the opt-out period and after having been given notice from the Administrator that the  
25 opt out rate exceeds the aggregate total of seven percent (7%) of the verified Workweeks. In such a case,  
26 the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses  
27 as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed  
28 in all respects as if this Settlement had not been executed, except that any fees already incurred by the

1 Administrator shall be paid by Defendants. Defendants must notify Class Counsel and the Court of their  
2 election to withdraw.

3 **10. MOTION FOR FINAL APPROVAL.**

4 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in  
5 Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA  
6 settlement under Labor Code section 2699, subd. (l), a proposed Final Approval order and a proposed  
7 Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to  
8 Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel  
9 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to  
10 resolve any disagreements concerning the Motion for Final Approval.

11 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a  
12 Participating Class Member, including the right to file responsive documents in Court no later than 5  
13 calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

14 10.2 Should the Court: Not issue Final Approval or should the Settlement not become final for any  
15 other reason and/or the Defendants exercise its option to nullify the Settlement based on an excessive  
16 number of opt-outs as described herein, then this Settlement will be null and void, and the Parties will  
17 have no further obligations under it. Any order or judgment entered by the Court in furtherance of this  
18 Settlement shall be treated as void from the beginning and the Stipulations and Recitals contained herein  
19 shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In  
20 such case, the Parties shall be returned to their respective statuses as of the date and time immediately  
21 prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement  
22 had not been executed. Any order or proceeding relating to an application for the Class Counsel Fees  
23 Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class  
24 Representative Service Payment shall not operate to terminate or cancel this Agreement. Nothing in this  
25 Agreement shall limit Plaintiff’s or Class Counsel’s ability to appeal any decision by the Court to award  
26 less than the requested Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,  
27 Administration Expenses Payment, and Class Representative Service Payment.

1            10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court  
2 will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this  
3 Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such  
4 post-Judgment matters as are permitted by law.

5            10.4 Waiver of Right to Appeal. Provided Final Approval and Judgment is entered, the Parties, their  
6 respective counsel, and all Participating Class Members who did not object to the Settlement as provided  
7 in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and  
8 appellate proceedings, the right to file motions to vacate Judgment, motions for new trial, extraordinary  
9 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions,  
10 writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this  
11 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
12 final.

13            10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing  
14 Court vacates or reverses the Judgment , this Agreement shall be null and void. The Parties shall  
15 nevertheless expeditiously work together in good faith to address the appellate court's concerns and to  
16 obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
17 Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
18 the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall  
19 not constitute a material modification of the Judgment within the meaning of this paragraph, as long as  
20 the Gross Settlement Amount remains unchanged and the other terms of the Settlement are not altered.

21 **11. AMENDED JUDGMENT.**

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

24 **12. ADDITIONAL PROVISIONS.**

25            12.1 No Admission of Liability, Class Certification or Representative Manageability for Other  
26 Purposes. Defendant generally and specifically deny any and all liability or wrongdoing of any sort with  
27 regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and  
28 contends that for any purpose other than settlement, the Action is not appropriate for PAGA or Class

1 treatment. Defendant assert a number of defenses to the claims and denies any wrongdoing or liability  
2 arising out of any of the alleged facts or conduct in the Action, any federal, state or local law, violating  
3 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations  
4 or legal requirements, breaching any contract, violating or breaching any duty, engaging in any  
5 misrepresentation or deception, or engaging in any other unlawful conduct with respect to its employees.  
6 Neither this Agreement, nor any document referred to or contemplated herein, nor any statements,  
7 discussions or communications, nor any action taken to carry out this Agreement, is or may be construed  
8 as, or may be used as an admission, concession, or indication by or against Defendant or any of the  
9 Released Parties of any fault, wrongdoing, or liability whatsoever. Except as necessary in a proceeding to  
10 enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or  
11 received as evidence in any action or proceeding to establish any liability or admission on the part of the  
12 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance  
13 with, federal, state, local or other applicable law. Nor should the Agreement be construed as an admission  
14 that the Action was properly brought as a class action pursuant to California Code of Civil Procedure  
15 section 382, a representative action under California Business and professions Code section 17200, a  
16 private attorney general action under PAGA and/or that Plaintiff can serve as an adequate Class  
17 Representative. There has been no final determination by any court as to the merits of the claims asserted  
18 by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for  
19 settlement purposes only.

20 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this  
21 Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the  
22 Action have merit. If, for any reason the Court does not grant Preliminary Approval, Final Approval or  
23 enter Judgment, Plaintiff reserves the right to move for class certification on any grounds available and to  
24 contest Defendant's defenses. The Settlement, this Agreement and Plaintiff's willingness to settle the  
25 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for  
26 proceedings to enforce or effectuate the Settlement and this Agreement).

27 12.2 No Public Comment. The Parties and their counsel agree that they will not issue any press  
28 releases, initiate any contact with the press, respond to any press inquiry, or have any communication with

1 the press about the fact, amount or terms of the Settlement. Class Counsel further agrees not to use the  
2 Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict  
3 Class Counsel from including publicly available information regarding this Settlement in future judicial  
4 submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not  
5 include, reference or use the Settlement for any marketing or promotional purposes, either before or after  
6 the motion for preliminary approval is filed.

7 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
9 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
10 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together  
12 with its attached exhibits shall constitute the entire Agreement between the Parties relating to the  
13 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to  
14 or by any Party.

15 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent  
16 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or  
17 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute  
18 any other documents reasonably required to effectuate the terms of this Agreement including any  
19 amendments to this Agreement.

20 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best  
21 efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement,  
22 submitting supplemental evidence and supplementing points and authorities as requested by the Court. In  
23 the event the Parties are unable to agree upon the form or content of any document necessary to implement  
24 the Settlement, or on any modification of the Agreement that may become necessary to implement the  
25 Settlement, the Parties will seek the assistance of the mediator Louis Marlin for resolution.

26 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly  
27 or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person  
28

1 or entity and portion of any liability, claim, demand, action, cause of action, or right released and  
2 discharged by the Party in this Settlement.

3 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing  
4 any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within  
5 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or  
6 otherwise.

7 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,  
8 changed, or waived only by an express written instrument signed by all Parties or their representatives,  
9 and approved by the Court.

10 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
11 benefit of, the successors of each of the Parties.

12 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed  
13 by and interpreted according to the internal laws of the state of California, without regard to conflict of  
14 law principles.

15 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this  
16 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the  
17 drafter or participated in the drafting.

18 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
19 during Action and in this Agreement relating to the confidentiality of information shall survive the  
20 execution of this Agreement.

21 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.  
22 Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in  
23 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may  
24 be used only with respect to this Settlement, and no other purpose, and may not be used in any way that  
25 violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after  
26 the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the  
27 final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data  
28 received from Defendants unless, prior to the Court's discharge of the Administrator's obligation,

1 Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class  
2 Data.

3 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
4 for convenience of reference only and does not constitute a part of this Agreement.

5 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to  
6 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal  
7 legal holiday, such date or deadline shall be on the first business day thereafter.

8 12.17 Notice. All notices, demands or other communications between the Parties in connection with  
9 this Agreement will be in writing and deemed to have been duly given as of the third business day after  
10 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

11 To Plaintiff: Michael J. Jaurigue, S. Sean Shahabi, Esq., Nicole R. Clancy, Esq., JLG Lawyers, 300  
12 W. Glenoaks Blvd, Suite 300, Glendale, CA 91202; michael@jlglawyers.com; sean@jlglawyers.com;  
13 nicole@jlglawyers.com; service@jlglawyers.com.

14 To Defendants: Kathleen Carter, Esq. and Jeffrey R. Gillette, Esq., Messner Reeves LLP, 611 Anton  
15 Boulevard, Suite 450, Costa Mesa, CA 92626; kcarter@messner.com; jgillette@messner.com.

16 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by  
17 facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted  
18 as an original. All executed counterparts and each of them will be deemed to be one and the same  
19 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed  
20 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

21 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation  
22 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the  
23 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial  
24 under CCP section 583.310 for the entire period of this settlement process.

25  
26 Dated: 06 / 06 / 2025 \_\_\_\_\_, 2025

*Leticia Cornell*  
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Plaintiff LETICIA CORNELL

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Dated: \_\_\_\_\_, 2025

FLEMING & BARNES, INC. dba  
DIMONDALE ADOLESCENT CARE

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: June 06, 2025

JAURIGUE LAW GROUP

*Nicole R. Clancy*

Michael J. Jaurigue  
S. Sean Shahabi  
Nicole R. Clancy  
Attorneys for Plaintiff and the Putative Class

Dated: \_\_\_\_\_, 2025

MESSNER REEVES LLP

\_\_\_\_\_  
Kathleen Carter  
Jeffrey R. Gillette  
Attorneys for Defendant Fleming & Barnes, Inc.  
dba Dimondale Adolescent Care Facility

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# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
78HAM-KIFXN-8W9PQ-WFFK7

DOCUMENT COMPLETED BY ALL PARTIES ON  
06 JUN 2025 18:14:18 UTC

## SIGNER

**LETICIA CORNELL**

EMAIL  
LCORNELL2011@GMAIL.COM

## TIMESTAMP

SENT  
06 JUN 2025 17:03:03 UTC

VIEWED  
06 JUN 2025 18:12:34 UTC

SIGNED  
06 JUN 2025 18:14:18 UTC

## SIGNATURE



IP ADDRESS  
67.211.194.166

LOCATION  
LANCASTER, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
06 JUN 2025 18:12:34 UTC

