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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF SACRAMENTO**

18 KIMBERLY DOEPKEN, individually, and  
19 on behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 NORTH RIDGE COUNTRY CLUB,  
a California nonprofit corporation; and DOES  
23 1 through 10, inclusive,

24 Defendants.

Lead Case No. 23CV005710  
Consolidated with 24CV002362

*Assigned for all purposes to: Hon. Lauri A.  
Damrell, Dept. 22*

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
2 Plaintiff Kimberly Doepken (“Plaintiff”) and Defendant North Ridge Country Club  
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or  
4 individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against  
7 Defendant captioned *Kimberly Doepken v. North Ridge Country Club*, Case No. 23CV005710,  
8 filed on July 31, 2022, in Sacramento County Superior Court.

9 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties  
10 have agreed to appoint to administer the Settlement.

11 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross  
12 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the  
13 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary  
14 Approval of the Settlement.

15 1.4 “Aggrieved Employee” means all persons currently or formerly employed by Defendant  
16 North Ridge Country Club as hourly-paid, non-exempt employees in the State of California  
17 during the PAGA Period.

18 1.5 “Class” means all persons currently or formerly employed by Defendant North Ridge  
19 Country Club as hourly-paid, non-exempt employees in the State of California during the Class  
20 Period.

21 1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam  
22 Nazaretyan of Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class  
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will  
25 request approval from the Court of up to one-third (1/3) of the GSA (currently \$266,640.00).

26 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class  
27 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action and  
28 paid from the Gross Settlement Amount.

1 1.9 “Class Data” means Class Member identifying information in Defendant’s possession  
2 including the Class Member’s name, last-known mailing address, Social Security number, and  
3 number of Workweeks and PAGA Pay Periods.

4 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either  
5 a Participating Class Member or Non-Participating Class Member (including a Non-Participating  
6 Class Member who qualifies as an Aggrieved Employee).

7 1.11 “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  
9 means including, but not limited to, the National Change of Address database, skip traces, and  
10 direct contact by the Administrator with Class Members.

11 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for  
12 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,  
13 without material variation, attached as Exhibit A and incorporated by reference into this  
14 Agreement.

15 1.13 “Class Period” or “Class Settlement Period” means the period from February 3, 2019  
16 through May 6, 2025 (“Settlement Class Period”).

17 1.14 “Class Representative” means the named Plaintiff Kimberly Doepken in the Action.

18 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment  
19 to the Class Representative for initiating the Action and providing services in support of the  
20 Action.

21 1.16 “Court” means the Superior Court of California, County of Sacramento.

22 1.17 “Defendant” means named Defendant North Ridge Country Club.

23 1.18 “Defense Counsel” means Brandon D. Saxon and John Solis of Gordon Rees Scully  
24 Mansukhani, LLP.

25 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the  
26 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
27 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
28 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if

1 one or more Participating Class Members objects to the Settlement, the day after the deadline for  
2 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,  
3 the day after the appellate court affirms the Judgment and issues a remittitur.

4 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

5 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval  
6 of the Settlement.

7 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final  
8 Approval of the Settlement.

9 1.23 “Gross Settlement Amount” or “GSA” means \$800,000.00, which is the total amount  
10 Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

11 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of  
12 the Net Settlement Amount calculated according to the number of Workweeks worked during the  
13 Class Period.

14 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%  
15 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
16 the PAGA Period.

17 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

18 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency  
19 entitled, under Labor Code section 2699, subd. (i).

20 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
21 under Labor Code section 2699, subd. (i).

22 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following  
23 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative  
24 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and  
25 the Administration Costs Payment. The remainder is to be paid to Participating Class Members  
26 as Individual Class Payments.

27 1.30 “Non-Participating Class Member” means any Class Member who opts out of the  
28 Settlement by sending the Administrator a valid and timely Request for Exclusion.

1 1.31 “Operative Complaint” means the Complaint filed on July 31, 2023 in *Kimberly*  
2 *Doepken v. North Ridge Country Club*, Case No. 23CV005710 (Sacramento County Superior  
3 Court), and the Complaint filed on February 7, 2024 in *Kimberly Doepken v. North Ridge Country*  
4 *Club*, Case No. 24CV002362 (Sacramento County Superior Court).

5 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
6 worked for Defendant for at least one day during the PAGA Period.

7 1.33 “PAGA Period” means the period from October 17, 2022 through May 6, 2025..

8 1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

9 1.35 “PAGA Notice” means Plaintiff’s October 17, 2023 letter to the LWDA and Defendant  
10 providing notice pursuant to Labor Code section 2699.3, subd.(a).

11 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
12 Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00)  
13 and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

14 1.37 “Participating Class Member” means a Class Member who does not submit a valid and  
15 timely Request for Exclusion from the Settlement.

16 1.38 “Plaintiff” means Kimberly Doepken, the named plaintiff in the Action.

17 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
18 Settlement.

19 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2  
20 below.

21 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph  
22 5.3 below.

23 1.42 “Released Parties” means Defendant North Ridge Country Club and all of Defendant  
24 North Ridge Country Club’s parents, successors, affiliates, members, officers, managers, and  
25 directors.

26 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be  
27 excluded from the Class Settlement signed by the Class Member.  
28

1 1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to  
2 Class Members and Aggrieved Employees and shall be the last date on which Class Members  
3 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail  
4 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after  
5 having been returned undeliverable to the Administrator shall have an additional fourteen (14)  
6 calendar days beyond the Response Deadline has expired.

7 1.45 "Settlement" means the disposition of the Action effected by this Agreement and the  
8 Judgment.

9 1.46 "Workweek" means any week during which a Class Member worked for Defendant for  
10 at least one day, during the Class Period.

11 2. **RECITALS.**

12 2.1 On July 31, 2023, Plaintiff filed a class action complaint alleging causes of action against  
13 Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime  
14 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5)  
15 Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized  
16 Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business  
17 Practices.

18 2.2 On October 17, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to  
19 the LWDA and Defendant that Plaintiff intended to proceed with a representative action under  
20 PAGA (LWDA-CM-1014928-24). On February 7, 2024, after the 65-day statutory period passed,  
21 Plaintiff amended the class action complaint, adding a PAGA claim for penalties pursuant to  
22 Labor Code § 2699, *et seq.*

23 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the  
24 laws identified in the Action, and denies any and all liability for the causes of action alleged in  
25 the Action.

26 2.4 On February 20, 2025, the Parties participated in an all-day mediation presided over by  
27 mediator Michael D. Young. Following mediation, Mr. Young presented the Parties with a  
28 mediator's proposal that was accepted on March 6, 2025.

1           2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts  
2 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a  
3 representative sampling of time and payroll data for Class Members and the necessary policy  
4 documents through informal discovery to properly evaluate the strengths and weakness of the  
5 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient  
6 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48  
7 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-  
8 130 (2008) ("*Dunk/Kullar*").

9           2.6 The Court has not granted class certification because the Parties engaged in mediation  
10 before any class certification.

11           2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
12 other pending matter or action asserting claims that will be extinguished or affected by the  
13 Settlement.

14 3. **MONETARY TERMS.**

15           3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,  
16 Defendant will pay \$800,000.00 to fully settle, resolve, and extinguish all claims asserted in the  
17 Action, including without limitation all claims asserted in the PAGA Notice. The Gross  
18 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the  
19 wage portions of the Individual Class Payments, which Defendant will pay separately.

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

23           3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff  
24 of not more than \$10,000.00 in addition to any Individual Class Payment and any Individual  
25 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member.  
26 Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that  
27 does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation  
28 Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service

1 Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise  
2 ordered by the Court. If the Court approves a Class Representative Service Payment less than the  
3 amount requested, the Administrator will retain the remainder in the Net Settlement Amount to  
4 be distributed to Participating Class Members. The Administrator will pay the Class  
5 Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and  
6 liability for employee taxes owed on the Class Representative Service Payment.

7       3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)  
8 of the GSA, which is currently estimated to be \$266,640.00 and a Class Counsel Litigation  
9 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.  
10 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses  
11 Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise  
12 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel  
13 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the  
14 remainder to the Net Settlement Amount for distribution to Participating Class Members.  
15 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising  
16 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation  
17 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class  
18 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full  
19 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class  
20 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,  
21 from any dispute or controversy regarding any division or sharing of any of these Payments.

22       3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to  
23 exceed \$8,650.00 except for a showing of good cause and as approved by the Court. To the extent  
24 the Administration Costs are less or the Court approves payment of less than requested, the  
25 Administrator will retain the remainder in the Net Settlement Amount to be distributed to  
26 Participating Class Members.

27       3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by  
28 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all

1 Participating Class Members during the Class Period, and (b) multiplying the result by each  
2 individual Participating Class Member’s Workweeks.

3           3.2.4.1   Tax Allocation of Individual Class Payments. Twenty percent (20%) of  
4 each Participating Class Member’s Individual Class Payment will be allocated to the Settlement  
5 of wage claims (the “Wage Portion”). The Wage Portion is subject to tax withholding and will be  
6 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class  
7 Member’s Individual Class Payment will be allocated to the settlement of claims for interest and  
8 penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage  
9 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full  
10 responsibility and liability for any employee taxes owed on their Individual Class Payment.

11           3.2.4.2   Effect of Non-Participating Class Members on Calculation of Individual  
12 Class Payments. Non-Participating Class Members will not receive any Individual Class  
13 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the  
14 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

15           3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
16 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the  
17 LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

18           3.2.5.1   The Administrator will calculate each Individual PAGA Payment by (a)  
19 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties of \$5,000.00 by  
20 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the  
21 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA  
22 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on  
23 their Individual PAGA Payment.

24           3.2.5.2   If the Court approves PAGA Penalties of less than the amount requested,  
25 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to  
26 Participating Class Members. The Administrator will report the Individual PAGA Payments on  
27 IRS 1099 Forms.

28 / / /

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1 Class Workweeks. Based on a review of its records, Defendant represents there are 328  
3 Class Members who collectively worked a total of 34,000 workweeks from February 3, 2019 to  
4 February 20, 2025.

5 4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of  
6 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a  
7 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must  
8 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement  
9 and for no other purpose, and restrict access to the Class Data to Administrator employees who  
10 need access to the Class Data to effect and perform under this Agreement. Defendant has a  
11 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted  
12 class member identifying information and to provide corrected or updated Class Data as soon as  
13 reasonably feasible. Without any extension of the deadline by which Defendant must send the  
14 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,  
15 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class  
16 Data.

17 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
18 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting  
19 the funds to the Administrator no later than fourteen (14) days after the Effective Date.

20 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant  
21 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all  
22 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the  
23 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class  
24 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class  
25 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not  
26 precede disbursement of Individual Class Payments and Individual PAGA Payments.

27 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or  
28 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The

1 face of each check shall prominently state the date (180 days after the date of mailing) when the  
2 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the  
3 Void Date. The Administrator will send checks for Individual Settlement Payments to all  
4 Participating Class Members (including those for whom the Class Notice was returned  
5 undelivered). The Administrator will send checks for Individual PAGA Payments to all  
6 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved  
7 Employees (including those for whom Class Notice was returned undelivered). The Administrator  
8 may send Participating Class Members a single check combining the Individual Class Payment  
9 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator  
10 must update the recipients’ mailing addresses using the National Change of Address Database.

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

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

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

27 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross  
28 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual

1 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all  
2 Released Parties as follows:

3 5.1 Plaintiff's Release. Plaintiff discharges North Ridge Country Club from all claims,  
4 transactions, or occurrences, that occurred during the Class Period, including all claims that were,  
5 or reasonably could have been, alleged, based on the facts contained in the Action; and claims  
6 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the  
7 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law  
8 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this  
9 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,  
10 social security benefits, workers' compensation benefits that arose at any time, or based on  
11 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or  
12 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be  
13 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
14 notwithstanding such different or additional facts or Plaintiff's discovery of them.

15 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
16 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
17 and benefits, if any, of section 1542 of the California Civil Code as to North Ridge Country Club,  
18 which reads:

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

23 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,  
24 demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class  
25 Period for the class claims brought by Plaintiff in the Operative Complaint, or that could have  
26 been brought by Plaintiff against Defendant in the Operative Complaint based on the facts alleged  
27 therein. The Released Class Claims do not include a release for PAGA civil penalties pursuant to  
28 Labor Code § 2699, *et seq.*

1           5.3 Released PAGA Claim: All Aggrieved Employees will release all claims for PAGA civil  
2 penalties that were alleged or could have been alleged in the Operative Complaint and the PAGA  
3 Notice based on the facts alleged therein during the PAGA Period.

4           6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for  
5 preliminary approval (“Motion for Preliminary Approval”).

6           6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining  
7 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the  
8 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*  
9 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));  
10 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;  
11 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness  
12 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of  
13 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class  
14 Counsel firm attesting to its competency to represent the Class Members; its timely transmission  
15 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section  
16 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement  
17 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential  
18 conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff  
19 and Class Counsel shall aver that they are not aware of any other pending matter or action  
20 asserting claims that will be extinguished or adversely affected by the Settlement.

21           6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
22 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a  
23 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary  
24 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the  
25 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

26           6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

1 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
2 Preliminary Approval or conditions Preliminary Approval on any material change to this  
3 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
4 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
5 otherwise satisfy the Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action  
8 Administration to serve as the Administrator and verified that, as a condition of appointment, the  
9 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties  
10 specified in this Agreement in exchange for payment of Administration Costs. The Parties and  
11 their Counsel represent that they have no interest or relationship, financial or otherwise, with the  
12 Administrator other than a professional relationship arising out of prior experiences administering  
13 settlements.

14 7.2 Employer Identification Number. The Administrator shall have and use its own  
15 Employer Identification Number for purposes of calculating payroll tax withholdings and  
16 providing reports to state and federal tax authorities.

17 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation  
19 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into  
20 the QSF prior to distribution by the Administrator will become part of the NSA for distribution  
21 to Participating Class Members.

22 7.4 Notice to Class Members.

23 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator  
24 shall notify Class Counsel that the list has been received and state the number of Class Members,  
25 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

26 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14  
27 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members  
28 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class

1 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit  
2 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any  
3 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and  
4 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before  
5 mailing Class Notices, the Administrator shall update Class Member addresses using the National  
6 Change of Address database.

7 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class  
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
9 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding  
10 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class  
11 Notice to the most current address obtained. The Administrator has no obligation to make further  
12 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the  
13 USPS a second time.

14 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks  
15 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days  
16 beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members  
17 whose notice is re-mailed. The Administrator will inform the Class Member of the extended  
18 deadline with the re-mailed Class Notice.

19 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
20 discovers any persons who believe they should have been included in the Class Data and should  
21 have received Class Notice, the Parties will expeditiously meet and confer in person or by  
22 telephone, and in good faith in an effort to agree on whether to include them as Class Members.  
23 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class  
24 Members, and the Administrator will send, via email or overnight delivery, a Class Notice  
25 requiring them to exercise options under this Agreement not later than fourteen (14) days after  
26 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

27 ///

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1           7.5 Requests for Exclusion (Opt-Outs).

2           7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
3 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
4 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional  
5 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion  
6 is a letter from a Class Member or his/her representative that reasonably communicates the Class  
7 Member's election to be excluded from the Settlement and includes the Class Member's name,  
8 address and email address or telephone number. To be valid, a Request for Exclusion must be  
9 timely faxed, emailed, or postmarked by the Response Deadline.

10           7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails  
11 to contain all the information specified in the Class Notice. The Administrator shall accept any  
12 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the  
13 person as a Class Member and the Class Member's desire to be excluded. The Administrator's  
14 determination shall be final and not appealable or otherwise susceptible to challenge. If the  
15 Administrator has reason to question the authenticity of a Request for Exclusion, the  
16 Administrator may demand additional proof of the Class Member's identity. The Administrator's  
17 determination of authenticity shall be final and not appealable or otherwise susceptible to  
18 challenge.

19           7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion  
20 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and  
21 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
22 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating  
23 Class Member actually receives the Class Notice or objects to the Settlement.

24           7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a  
25 Non-Participating Class Member and shall not receive an Individual Class Payment or have the  
26 right to object to the class action components of the Settlement. Because future PAGA claims are  
27 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who  
28

1 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in  
2 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

3 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)  
4 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for  
5 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks  
6 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member  
7 may challenge the allocation by communicating with the Administrator via fax, email or mail.  
8 The Administrator must encourage the challenging Class Member to submit supporting  
9 documentation. In the absence of any contrary documentation, the Administrator is entitled to  
10 presume that the Workweeks contained in the Class Notice are correct so long as they are  
11 consistent with the Class Data. The Administrator's determination of each Class Member's  
12 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise  
13 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the  
14 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the  
15 Administrator's determination of the challenges.

16 7.7 Objections to Settlement.

17 7.7.1 Only Participating Class Members may object to the class action components of the  
18 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
19 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
20 Payment and/or Class Representative Service Payment.

21 7.7.2 Participating Class Members may send written objections to the Administrator, by  
22 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire  
23 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
24 Participating Class Member who elects to send a written objection to the Administrator must do  
25 so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus  
26 an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

27 7.7.3 Non-Participating Class Members have no right to object to any of the class action  
28 components of the Settlement.

1       7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
2 performed or observed by the Administrator contained in this Agreement or otherwise.

3       7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,  
4 maintain and use an internet website to post information of interest to Class Members including  
5 the date, time and location for the Final Approval Hearing and copies of the Settlement  
6 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;  
7 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation  
8 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the  
9 Judgment. The Administrator will also maintain and monitor an email address and a toll-free  
10 telephone number to receive Class Member calls, faxes and emails.

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

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

27       7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to  
28 address and make final decisions consistent with the terms of this Agreement on all Class Member

1 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision  
2 shall be final and not appealable or otherwise susceptible to challenge.

3       7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by  
4 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
5 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable  
6 for filing in Court attesting to its due diligence and compliance with all of its obligations under  
7 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices  
8 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the  
9 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
10 number of written objections and attach the Exclusion List. The Administrator will supplement  
11 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
12 for filing the Administrator's declaration(s) in Court.

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

21 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,  
22 Defendant represents there 328 Class Members who collectively worked a total of 34,000  
23 workweeks from February 3, 2019 to February 20, 2025. Should the Workweeks increase beyond  
24 10% worked by the Class Members during the Class Period, Defendant shall have the option of  
25 (1) increasing the GSA on a pro-rata basis equal to the percentage increase in the number of  
26 workweeks worked by the Class Members above 10% (for example, if the number of workweeks  
27 increase by 11% through the Class Release Period, then the GSA shall increase by 1%), or (2)  
28 ending the Class and PAGA Periods on the date in which the Workweek count reaches 37,400.

1 9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the  
2 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in  
3 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the  
4 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;  
5 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts  
6 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class  
7 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and  
8 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised  
10 by a Participating Class Member, including the right to file responsive documents in Court no  
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
12 accepted by the Court.

13 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final  
14 Approval on any material change to the Settlement (including, but not limited to, the scope of  
15 release to be granted by Class Members), the Parties will expeditiously work together in good  
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
17 Approval. The Court’s decision to award less than the amounts requested for the Class  
18 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
19 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material  
20 modification to the Agreement within the meaning of this paragraph.

21 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the  
22 Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes  
23 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
24 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

25 9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and  
26 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
27 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
28 counsel, and all Participating Class Members who did not object to the Settlement as provided in

1 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-  
2 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new  
3 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the  
4 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'  
5 obligations to perform under this Agreement will be suspended until such time as the appeal is  
6 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount  
7 of the Net Settlement Amount.

8 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
9 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
10 modification of this Agreement (including, but not limited to, the scope of release to be granted  
11 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
12 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
13 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
14 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the  
15 Court's award of the Class Representative Service Payment or any payments to Class Counsel  
16 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
17 as long as the Gross Settlement Amount remains unchanged.

18 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil  
19 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended  
20 judgment.

21 11. **ADDITIONAL PROVISIONS.**

22 11.1 No Admission of Liability, Class Certification or Representative Manageability for  
23 Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
24 claims. Nothing in this Agreement is intended or should be construed as an admission by  
25 Defendant that any of the allegations in the Action has merit or that Defendant has any liability  
26 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that  
27 Defendant's defenses in the Action have merit. The Parties agree that class certification and  
28 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does

1 grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to  
2 contest certification of any class for any reason, Defendant reserves all available defenses to the  
3 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds  
4 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'  
5 willingness to settle the Action will have no bearing on, and will not be admissible in connection  
6 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this  
7 Agreement).

8 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and  
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
10 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
11 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly  
12 or indirectly, specifically or generally, to any person, corporation, association, government  
13 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
14 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
15 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order  
16 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
17 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,  
18 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense  
19 Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
20 communication, before the filing of the Motion for Preliminary Approval, with any third party  
21 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
22 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
23 communications with Class Members in accordance with Class Counsel's ethical obligations  
24 owed to Class Members.

25 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and  
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
27 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability  
28

1 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s  
2 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

3 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
4 together with its attached exhibits shall constitute the entire agreement between the Parties  
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
6 inducements made to or by any Party.

7 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
8 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate  
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate  
10 its terms, and to execute any other documents reasonably required to effectuate the terms of this  
11 Agreement including any amendments to this Agreement.

12 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their  
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
14 Settlement Agreement, submitting supplemental evidence and supplementing points and  
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
16 or content of any document necessary to implement the Settlement, or on any modification of the  
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
18 assistance of a mediator and/or the Court for resolution.

19 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not  
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
22 action, or right released and discharged by the Party in this Settlement.

23 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
26 Part 10, as amended) or otherwise.  
27  
28

1 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,  
2 modified, changed, or waived only by an express written instrument signed by all Parties or their  
3 representatives, and approved by the Court.

4 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure  
5 to the benefit of, the successors of each of the Parties.

6 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
7 governed by and interpreted according to the internal laws of the state of California, without  
8 regard to conflict of law principles.

9 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
10 of this Agreement. This Agreement will not be construed against any Party on the basis that the  
11 Party was the drafter or participated in the drafting.

12 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders  
13 entered during the Action and in this Agreement relating to the confidentiality of information  
14 shall survive the execution of this Agreement.

15 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is  
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
18 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
19 weekend or federal legal holiday, such date or deadline shall be on the first business day  
20 thereafter.

21 11.16 Notice. All notices, demands, or other communications between the Parties in  
22 connection with this Agreement will be in writing and deemed to have been duly given as of the  
23 third business day after mailing by United States mail, or the day sent by email or messenger,  
24 addressed as follows:

25  
26 To Plaintiff:

27 John G. Yslas  
john.yslas@wilshirelawfirm.com  
28 Diego Aviles  
diego.aviles@wilshirelawfirm.com

1 Harry Erganyan  
harry.erganyan@wilshirelawfirm.com  
2 Mariam Nazaretyan  
mariam.nazaretyan@wilshirelawfirm.com  
3 **WILSHIRE LAW FIRM**  
660 S. Figueroa St., Sky Lobby  
4 Los Angeles, California 90017  
Telephone: (213) 381-9988  
5 Facsimile: (213) 381-9989

6 To Defendant:

7 Brandon D. Saxon (SBN: 252712)  
bsaxon@grsm.com  
8 John Solis (SBN: 303917)  
jsolis@grsm.com  
9 GORDON REES SCULLY MANSUKHANI, LLP  
10 101 W. Broadway, Suite 2000  
San Diego, CA 92101  
11 Telephone: (619) 544-7229  
Facsimile: (619) 696-7124

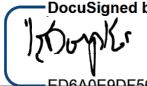
12  
13 11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts  
14 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement  
15 shall be accepted as an original. All executed counterparts and each of them will be deemed to be  
16 one and the same instrument if counsel for the Parties will exchange between themselves signed  
17 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and  
18 contents of this Agreement.

19 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
21 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date  
22 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

23 IT IS SO AGREED.

24 By the Parties:

25 DATED: 10/1/2025 \_\_\_\_\_

DocuSigned by:  
  
ED6A0E9DF66F40A...

26  
27 Plaintiff Kimberly Doepken

1 DATED: 11/18/2025

2 Defendant North Ridge Country Club

3 By:  Michael Galli

4 Position: GENERAL MANAGER

5  
6 Approved by counsel:

7  
8 DATED: 10/1/2025

WILSHIRE LAW FIRM

9  
10 BY: 

11 John G. Yslas  
12 Diego Aviles  
13 Counsel for Kimberly Doepken

14 DATED: December 4, 2025

GORDON REES SCULLY MANSUKHANI, LLP

15  
16 BY: 

17 Brandon D. Saxon (SBN: 252712)  
18 John Solis  
19 Counsel for Defendant North Ridge Country Club