

1 **D.LAW, INC.**
 Emil Davtyan (SBN 299363)
 2 Emil@d.law
 David Yeremian (SBN 226337)
 3 d.yeremian@d.law
 Arsiné Grigoryan (SBN 319517)
 4 a.grigoryan@d.law
 Enoch J. Kim (SBN 261146)
 5 e.kim@d.law
 Marta Manus (SBN 260132)
 6 m.manus@d.law
 450 N Brand Blvd., Suite 840
 7 Glendale, CA 91203
 Telephone: (818) 962-6465
 8 Facsimile: (818) 962-6469

9 Attorneys for Plaintiff Pedro Luciano,
 on behalf of himself and others similarly situated

10 **LITTLER MENDELSON P.C.**
 Jannine E. Kranz (SBN 272389)
 11 jkranz@littler.com
 2049 Century Park East, 5th Floor
 12 Los Angeles, CA 90067
 Telephone: (310) 553-0308
 13 Facsimile: (800) 715-1330

14 Attorneys for Defendant, GS OPERATING, LLC

15
 16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **FOR THE COUNTY OF ALAMEDA**

18 PEDRO LUCIANO, an individual, on
 19 behalf of himself and others similarly
 situated,

20 Plaintiff,

21 vs.

22 GS OPERATING, LLC, a Delaware stock
 23 corporation, and DOES 1 through 50,
 inclusive,

24 Defendant

CLASS ACTION

Case No. 24CV081724

Assigned for all purposes to:
 Honorable

**CLASS ACTION AND PAGA SETTLEMENT
 AGREEMENT**

Complaint filed: June 28, 2024
 Trial Date: Not set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and between
2 plaintiff Pedro Luciano (“Plaintiff”) and GS Operating, LLC (“Defendant”). The Agreement refers
3 to Plaintiff and Defendant collectively as “the Parties,” or individually as “Party.”

4 **A. DEFINITIONS.**

5 1. “Action” means the Plaintiff’s lawsuit captioned *Pedro Luciano v. GS Operating, LLC*,
6 initiated on June 28, 2024, in the Superior Court for the County of Alameda, Case No. 24CV081724
7 which was removed to U.S. District Court, Northern District (Case No. 3:24-cv-05408-JD) on
8 August 19, 2024, and amended on May 13, 2025, to add a PAGA cause of action.

9 2. “Administrator” means Apex Class Action LLC (“Apex”), and Apex is the neutral
10 entity the Parties have agreed to appoint to administer the Settlement.

11 3. “Administration Costs” means the amount the Administrator will be paid from the
12 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
13 Administrator’s bid the parties have received from Apex.

14 4. “Aggrieved Employee” means non-exempt employees who worked for Defendant in
15 the State of California from June 28, 2023, to the earlier of December 31, 2025, or the date of
16 preliminary approval (the “PAGA Period”).

17 5. “Class” means all persons employed by Defendant in California as non-exempt
18 employees at any point from June 28, 2020, through the date of preliminary approval or December
19 31, 2025, whichever comes first (the “Settlement Period”). It shall be an opt-out class.

20 6. “Class Counsel” Emil Davtyan, Esq., David Yeremian, Esq., Arsiné Grigoryan, Esq.,
21 Enoch J. Kim, Esq., and Marta Manus, Esq. and the other attorneys of D.Law, Inc.

22 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$98,333.33.

25 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
26 Gross Settlement Amount to Class Counsel for reimbursement of reasonable and actual expenses
27 and costs incurred in the Action. If Class Counsel Litigation Expenses Payment is less than the
28 amount requested, the difference will remain in the Net Settlement Amount to be distributed to the

1 Class Members.

2 9. "Class Data" means Class Member identifying information in Defendant's possession
3 including the Class Member's name, last-known mailing address, telephone number, Social Security
4 number, email address (if known), number of Workweeks and PAGA Pay Periods.

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

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

12 12. "Class Notice" means the Court Approved Notice of Class Action and PAGA
13 Settlement, with a Spanish translation, to be mailed to Class Members, which is attached as Exhibit
14 A and incorporated by reference into this Agreement.

15 13. "Class Representative" means the named Plaintiff Pedro Luciano, in the Action
16 seeking Court approval to serve as a Class Representative.

17 14. "Class Representative Service Award" means the payment to the Class Representative
18 for initiating the Action and providing services in support of the Action, and Defendant agreed not
19 to object to a requested Class Representative Service Award of up to \$10,000.00, subject to Court
20 approval.

21 15. "Court" means the Superior Court of California, County of Alameda.

22 16. "Defendant" means named Defendant GS Operating, LLC.

23 17. "Defense Counsel" means Jannine Kranz of Littler Mendelson PC.

24 18. "Effective Date" means the date by which all the following have occurred: (a)
25 Defendant has not voided this Settlement pursuant to "Defendant's Right to Withdraw" provision
26 below; (b) the Court enters Judgment upon Final Approval; and (c) the Judgment is final. The
27 judgment is final as of the latest of the following occurrences: (a) the day after the last date on which
28 a notice of appeal from the Judgment may be filed pursuant to California Rules of Court 8.406 (i.e.,

1 61 days after entry of the Judgment), and none is filed; (b) if an appeal is filed, and the appeal is
2 finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of
3 the order and judgment, the day after the last date for filing a request for further review of the order
4 and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal
5 is filed and the order approving this Settlement is affirmed and further review of the order is
6 requested, the day after the review is finally resolved and the order and judgment approving this
7 Settlement is affirmed.

8 19. "Final Approval" means the Court's order granting final approval of the Settlement.

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

11 21. "Gross Settlement Amount" means \$295,000.00 (Two Hundred Ninety-Five Thousand
12 Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement.

13 22. "Individual Class Payment" means the Participating Class Member's pro rata share of
14 the Net Settlement Amount calculated according to the number of Workweeks worked during the
15 Settlement Period.

16 23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35%
17 of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the
18 PAGA Period.

19 24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

20 25. "LWDA" means the California Labor and Workforce Development Agency, the
21 agency entitled, under Labor Code section 2699, subd. (i).

22 26. "LWDA PAGA Payment" means the 65% of the PAGA Payment paid to the LWDA
23 under Labor Code section 2699, subd. (i).

24 27. "Net Settlement Amount" means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: PAGA Payment, Class Representative Service
26 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
27 Administration Costs. The remainder is to be paid to Participating Class Members as Individual
28 Class Payments.

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

3 29. “Operative Complaint” means the operative First Amended Complaint filed in the U.S.
4 District Court, Northern District (Case No. 3:24-cv-05408-JD) on May 13, 2025.

5 30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
6 worked for Defendant for at least a portion of one day during the PAGA Period.

7 31. “PAGA Period” means the period from June 28, 2023, to the earlier of December 31,
8 2025, or the date of preliminary approval.

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

10 33. “PAGA Notice” means Plaintiff’s June 28, 2024, letter to LWDA (LWDA Case No.
11 LWDA-CM-1037000-24) and the Plaintiff providing notice pursuant to Labor Code section 2699.3,
12 subd.(a).

13 34. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the
14 Gross Settlement Amount (\$20,000), allocated 35% to the Aggrieved Employees (\$7,000) and 65%
15 to LWDA (\$13,000) in settlement of PAGA claims.

16 35. “Participating Class Member” means a Class Member who does not submit a valid and
17 timely Request for Exclusion from the Class portion of the Settlement.

18 36. “Plaintiff” means Pedro Luciano, the named plaintiff in the Action.

19 37. “Preliminary Approval” means the Court’s order granting preliminary approval of the
20 Settlement.

21 38. “Released Class Claims” means the class claims being released by the Participating
22 Class Members in connection with this Settlement as set forth fully below.

23 39. “Released PAGA Claims” means the PAGA claims being released by the Aggrieved
24 Employees and State of California in connection with this settlement, as set forth fully below.

25 40. “Released Parties” means: Defendant and all of Defendant’s subsidiaries, parent, and
26 affiliated companies, and each of their former and present directors, officers, shareholders, owners,
27 employees, attorneys, insurers, predecessors, successors, and assigns.

28 41. “Request for Exclusion” means a Class Member’s submission of a written request to

1 be excluded from the Class portion of the Settlement.

2 42. "Response Deadline" means sixty (60) days after the Administrator mails Class Notice
3 to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail
4 Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her
5 objection to the Settlement. Class Members to whom Class Notice is resent after having been
6 returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days
7 beyond when the Response Deadline has expired to provide an appropriate response.

8 43. "Settlement" means the disposition of the Action effected by this Agreement and the
9 Judgment.

10 44. "Settlement Period" means the period from June 28, 2020, through the date of
11 preliminary approval or December 31, 2025, whichever comes first.

12 45. "Workweek" means any week during which a Class Member worked for Defendant
13 for at least three calendar days, during the Settlement Period, as recorded by Defendant's time and
14 payroll system.

15 **B. RECITALS.**

16 46. On June 28, 2024, Plaintiff commenced this Action by filing a Complaint alleging
17 causes of action against Defendant for: (1) Failure to pay all wages; (2) Failure to pay all overtime
18 wages at the legal overtime pay rate; (3) Failure to provide all meal periods; (4) Failure to provide
19 legally-compliant rest periods; (5) Failure to fully reimburse work expenses; (6) Derivative failure to
20 timely furnish accurate itemized wage statements; (7) Independent failure to timely furnish accurate
21 itemized wage statements; (8) Violations of Labor Code §§ 201-202; and (9) Unfair Business Practices.
22 On the same date, Plaintiff sent a letter to the Defendant and the Labor and Workforce Development
23 Agency (LWDA) to exhaust his remedies under PAGA, Labor Code §2698, et seq. On August 19,
24 2024, Defendant removed this Action to the United States District Court, Northern District (Case
25 No. 4:24-cv-05408). On September 18, 2024, Plaintiff filed a Motion to Remand to State Court,
26 which was denied on February 28, 2025. On May 13, 2025, Plaintiff filed a First Amended
27 Complaint (Operative Complaint) adding a claim for civil penalties under PAGA.

28 47. Defendant denies the allegations in the Operative Complaint and PAGA Notice, denies

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

3 48. On July 1, 2025, the Parties participated in a mediation presided over by respected
4 wage and hour mediator Stephen M. Benardo, Esq., and were subsequently able to reach an
5 agreement on general settlement terms.

6 49. Prior to mediation, Plaintiff obtained and analyzed the production of payroll and time
7 data for Class Members and the necessary policy documents through informal discovery to properly
8 evaluate the strengths and weaknesses of the claims and engage in meaningful settlement
9 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth
10 in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
11 *Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

12 50. The Court has not granted class certification, and the Parties are stipulating to
13 conditional class certification for Settlement purposes only.

14 51. The Parties will file a stipulation to remand the Action back to the Superior Court for
15 the County of Alameda for settlement purposes only. The Parties will seek approval of the Settlement
16 and Plaintiff will file his Motion for Preliminary Approval of Class Action and PAGA Settlement in
17 the Superior Court for the County of Alameda. The Parties will execute the stipulation to remand
18 concurrently with the execution of this Agreement. If, despite the Parties' best efforts, the Settlement
19 is not finally approved in the Superior Court for the County of Alameda, the Parties shall stipulate
20 to return to the U.S. District Court, Northern District and request that the District Court extend any
21 pending deadlines for completion of discovery and the filing of a motion for class certification.

22 52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
23 any other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25 **C. MONETARY TERMS.**

26 53. Gross Settlement Amount. Except as otherwise provided in the Escalator provision of
27 this Agreement, Defendant will pay \$295,000.00 (Two Hundred Ninety-Five Thousand Dollars and
28 Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without

1 limitation all claims asserted or reasonably could have been asserted in the Operative Complaint,
2 Action, and PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include
3 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
4 Defendant will pay separately.

5 54. Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the
6 Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll
7 taxes by transmitting the funds to a Qualified Settlement Fund established by the Administrator no
8 later than fourteen (14) days after the Effective Date. Defendant has no obligation to pay the Gross
9 Settlement Amount (or any payroll taxes) prior to the deadline stated herein. The Administrator will
10 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
11 Members or Aggrieved Employees to submit any claim as a condition of payment.

12 55. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross
13 Settlement Amount by the deadline set forth in Paragraph 54 and pursuant to the Administrator's
14 payment timeline, and such failure continues for more than thirty (30) days after written notice from
15 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will
16 incur interest at the statutory rate for a judgment for wage under California law. Any such interest
17 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court
18 directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in
19 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
20 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
21 during the time that any Paragraph 54 issue is submitted to and is before the Court.

22 56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
23 this Agreement, the Administrator will make and deduct the following payments from the Gross
24 Settlement Amount in the amounts specified by the Court in the Final Approval:

25 56.1. To Plaintiff: A payment for the Class Representative Service Award to the Class
26 Representative, Pedro Luciano, of not more than \$10,000.00 (Ten Thousand Dollars) in addition to
27 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
28 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for

1 a Class Representative Service Award that does not exceed this amount. As part of the motion for
2 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek
3 Court approval for any Class Representative Service Award. If the Court approves a Class
4 Representative Service Award less than the amount requested, the Administrator will retain the
5 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
6 Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff
7 assumes full responsibility and liability for employee taxes owed on the Class Representative
8 Service Award.

9 56.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
10 Gross Settlement Amount, that is up to \$98,333.33, and a Class Counsel Litigation Expenses
11 Payment for actual costs incurred in litigation this action. Defendant will not oppose requests for
12 these payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees
13 Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the
14 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
15 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
16 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
17 Participating Class Members. The Administrator will pay the Class Counsel Fees Payment and Class
18 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
19 full 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 56.3 To the Administrator: An Administration Costs payment not to exceed \$6,000.00
23 except for a showing of good cause and as approved by the Court. To the extent the Administration
24 Costs are less, or the Court approves payment of less than \$6,000.00, the Administrator will retain
25 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

26 56.4 To Each Participating Class Member: An Individual Class Payment is calculated by
27 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
28 Participating Class Members during the Settlement Period, and (b) multiplying the result by each

1 individual Participating Class Member’s Workweeks.

2 56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class
 3 Member’s Individual Class Payment will be allocated to wage claims (the “Wage Portion”). The
 4 Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each
 5 Participating Class Member’s Individual Class Payment will be allocated to interest and penalties
 6 (the “Non-Wage Portion”). The Non-Wage Portion is not subject to wage withholdings and will be
 7 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability
 8 for any employee taxes owed on their Individual Class Payment.

9 56.4(b) Effect of Non-Participating Class Members on Calculation of Individual
 10 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
 11 The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement
 12 Amount for distribution to Participating Class Members on a pro-rata basis.

13 56.5 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of
 14 \$20,000.00 (Twenty Thousand Dollars) will be paid from the Gross Settlement Amount, with 65%
 15 (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the
 16 Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

17 56.5(a) The Administrator will calculate each Individual PAGA Payment by (a)
 18 dividing the amount of the Aggrieved Employees’ 35% share of PAGA Payment of \$7,000.00 by
 19 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
 20 Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA Pay Periods.
 21 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual
 22 PAGA Payment.

23 56.5(b) If the Court approves PAGA Payment of less than the amount requested, the
 24 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
 25 Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS
 26 1099 Forms.

27 **D. SETTLEMENT FUNDING AND PAYMENTS.**

28 57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data

1 gathered through mediation, Defendant certifies that the number of Workweeks for 96 Class
2 Members from June 28, 2020, to July 1, 2025, is 8,390 (the “Certified Workweek Amount”), and 50
3 Aggrieved Employees who worked a total of approximately 1,551 PAGA Pay Periods from June 28,
4 2023, to July 1, 2025.

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

16 59. Payments from the Gross Settlement Amount. The monies to be distributed to
17 Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be
18 paid to them by the Administrator within fourteen (14) days following the receipt of the Gross
19 Settlement Amount by the Administrator from Defendant.

20 60. The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face
22 of each check shall prominently state the date (180 days after the date of mailing) when the check
23 will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date.
24 The Administrator will send checks for Individual Settlement Payments to all Participating Class
25 Members (including those for whom the Class Notice was returned undelivered). The Administrator
26 will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-
27 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class
28 Notice was returned undelivered). Before mailing any checks, the Administrator must update the

1 recipients' mailing addresses using the National Change of Address Database.

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

10 62. For any Class Member whose Individual Class Payment check or Individual PAGA
 11 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
 12 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
 13 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
 14 California Code of Civil Procedure Section 384, subd. (b).

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

18 **E. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the
 19 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
 20 the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and
 21 the State of California will release claims against all Released Parties as follows:

22 64. Plaintiff's Release. Plaintiff and his respective former and present spouses,
 23 representatives, agents, heirs, administrators, successors, and assigns generally, releases and
 24 discharges Released Parties from all claims, transactions, or occurrences, known or unknown,
 25 including, but not limited to (a) all claims that were, or reasonably could have been, alleged, based
 26 on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any
 27 other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any
 28 nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in

1 connection with Plaintiff's employment with Defendant, the separation of such employment, or any
2 other act, omission or event occurring between the Parties at any time prior to the date the Plaintiff
3 executes this Agreement. Plaintiff's Release includes, without limitation: (1) all claims for violation
4 of any federal, state or local statute, ordinance or regulation relating to leaves of absence, or
5 discrimination, harassment, retaliation, or whistleblowing in employment, specifically including,
6 without limitation, the California Fair Employment and Housing Act, the California Family Rights
7 Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age
8 Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic
9 Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee
10 Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the
11 Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining
12 Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the
13 Uniformed Service Employment and Reemployment Rights Act, and any regulation of any
14 administrative agency or governmental authority relating to employment benefits or discrimination
15 or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime
16 wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to
17 maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or
18 rest breaks, failure to provide paid sick leave, and any claim for violations of the California Labor
19 Code, California's Business and Professions Code § 17200 et seq., and the applicable California
20 Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim,
21 including all claims for breach of oral, implied or written contract, breach of implied covenant of
22 good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion;
23 (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or
24 benefits; and (6) all claims for attorneys' fees and costs, except as specifically set forth in this
25 Agreement.

26 64.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
27 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
28 if any, of section 1542 of the California Civil Code, which reads:

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

5 64.2. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
6 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
7 benefits, workers' compensation benefits that arose at any time, or based on occurrences after the
8 date of Plaintiff's execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover
9 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
10 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
11 notwithstanding such different or additional facts or Plaintiff's discovery of them.

12 65. Released Class Claims by Participating Class Members: All Participating Class
13 Members release the Released Parties from all claims, damages, and penalties, that were alleged, or
14 reasonably could have been alleged, based on the facts stated in the Operative Complaint, which
15 occurred during the Settlement Period and during employment in a non-exempt position with
16 Defendant in California, including any claims for: (1) failure to pay all wages [Labor Code §§ 117.3,
17 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2) failure to pay all overtime
18 wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3) meal period violations
19 [Labor Code §§218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11]; (4) rest period violations
20 [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5) failure to reimburse
21 business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate and time wage
22 statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties [Labor Code §§
23 201-203]; (8) paid sick leave violations [Labor Code §§ 200, 218, 246 et seq., and 248 et seq]; (9)
24 untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to maintain
25 temperature providing reasonable comfort [Labor Code §§ 1198, IWC Wage Order §15]; and (11)
26 unfair competition [Bus. & Prof. Code §§ 17200 et seq.]. Participating Class Members do not release
27 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
28 Employment and Housing Act, unemployment insurance, disability, social security, workers'

1 compensation, or claims based on facts occurring outside the Settlement Period (the “Released Class
2 Claims”). The Released Class Claims do not include civil penalties pursuant to PAGA.

3 66. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees,
4 including Non-Participating Class Members who are Aggrieved Employees, and the State of
5 California, are deemed to release the Released Parties from all claims for PAGA penalties that were
6 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
7 and the PAGA Notice, which occurred during the PAGA Period (“Released PAGA Claims”),
8 including penalties predicated on the underlying alleged violations for: (1) failure to pay all wages
9 [Labor Code §§ 117.3, 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2)
10 failure to pay all overtime wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3)
11 meal period violations [Labor Code §§218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11];
12 (4) rest period violations [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5)
13 failure to reimburse business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate
14 and time wage statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties
15 [Labor Code §§ 201-203]; (8) paid sick leave violations [Labor Code §§ 200, 218, 246 et seq., and
16 248 et seq]; (9) untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to
17 maintain temperature providing reasonable comfort [Labor Code §§ 1198, and IWC Wage Order
18 §15]]. The Released PAGA Claims apply to claims arising during the PAGA Period. The express
19 purpose of this Agreement and the Judgment to be entered by the Court following approval of this
20 Agreement is to forever bar Plaintiff, the LWDA, the State of California, and the Aggrieved
21 Employees from asserting any of the Released PAGA Claims that occurred during the PAGA Period
22 in any future litigation. The Released PAGA Claims do not include any Aggrieved Employees’
23 individual (*i.e.* non-representative) claims for wages or damages.

24 67. Release Effective Date: As of the Release Effective Date, as defined above, all
25 Participating Class Members shall release the Released Parties from the Released Class Claims and
26 all Aggrieved Employees shall release the Released Parties from the Released PAGA Claims.

27 **F. MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a
28 motion for preliminary approval (“Motion for Preliminary Approval”).

1 68. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval.

2 Defendant may file a statement of non-opposition in support of preliminary approval to be filed with
3 or after the Motion for Preliminary Approval documents.

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

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

1 71. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
3 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
4 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
5 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
6 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
7 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
8 Court's concerns.

9 **G. SETTLEMENT ADMINISTRATION.**

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

16 73. Employer Identification Number. The Administrator shall have and use its own
17 employer identification number for purposes of calculating payroll tax withholdings and providing
18 reports to state and federal tax authorities.

19 74. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
20 meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation
21 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
22 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
23 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
24 will be fully funded in one payment as addressed above.

25 75. Notice to Class Members.

26 75.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
27 shall notify Class Counsel that the list has been received and state the number of Class Members,
28 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

1 75.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
2 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
3 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
4 Spanish translation as the parties have agreed substantially in the form attached to this Agreement
5 as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of
6 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
7 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
8 Class Notice, the Administrator shall update Class Member addresses using the National Change of
9 Address Database.

10 75.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
12 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
13 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
14 the most current address obtained. The Administrator has no obligation to make further attempts to
15 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
16 time.

17 75.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or
18 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
19 beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose
20 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
21 the re-mailed Class Notice.

22 75.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
25 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
26 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
27 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
28 exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice,

1 or the deadline dates in the Class Notice, whichever are later.

2 76. Requests for Exclusion (Opt-Outs).

3 76.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the
4 Settlement must send the Administrator, by fax, email, or mail, a completed and signed Request for
5 Exclusion form not later than sixty (60) days after the Administrator mails the Class Notice (plus
6 an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid,
7 a Request for Exclusion form must be timely faxed, emailed, or postmarked by the Response
8 Deadline.

9 76.2 The Administrator may not reject a Request for Exclusion form as invalid because it
10 fails to contain all the information specified in the Class Notice. The Administrator shall accept any
11 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person
12 as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason
13 to question the authenticity of a Request for Exclusion form, the Administrator may demand
14 additional proof of the Class Member's identity. The Administrator's decision regarding the validity
15 of a Request for Exclusion form shall be final and not appealable or otherwise susceptible to
16 challenge.

17 76.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
18 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
19 by all terms and conditions of the Settlement, and are deemed to release the Released Class Claims
20 identified in this Agreement, regardless of whether the Participating Class Member actually receives
21 the Class Notice or objects to the Settlement.

22 76.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
23 Participating Class Member and shall not receive an Individual Class Payment or have the right to
24 object to the class action components of the Settlement. Because future PAGA claims are subject to
25 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
26 Employees are deemed to release the Released PAGA Claims identified in this Agreement and are
27 eligible for an Individual PAGA Payment.

28 77. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)

1 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
2 Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the
3 Class Member in the Class Notice. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email or mail. The Administrator must encourage
5 the challenging Class Member to submit supporting documentation. In the absence of any contrary
6 documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods
7 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks to
9 Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
10 Although the Administrator shall make the initial decision regarding challenges to the calculation of
11 Workweeks and/or Pay Periods, the Court may review any decision made by the Administrator.

12 78. Objections to Settlement.

13 78.1 Only Participating Class Members may object to the class action components of the
14 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
15 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
16 and/or Class Representative Enhancement Award.

17 78.2 Participating Class Members may send written objections to the Administrator, by fax,
18 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
19 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do so
21 not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional
22 fourteen (14) days for Class Members whose Class Notice was re-mailed).

23 78.3 Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 79. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
26 be performed or observed by the Administrator contained in this Agreement or otherwise.

27 79.1. Website, Email Address and Toll-Free Number. The Administrator will establish,
28 maintain and use an internet website to post information of interest to Class Members including the

1 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
2 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
3 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
4 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
5 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
6 and emails.

7 79.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
9 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
10 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
11 other identifying information of Class Members who have timely submitted valid Requests for
12 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
13 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion forms
14 submitted (whether valid or invalid).

15 79.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
16 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
17 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
18 invalid) received, objections received, challenges to Workweeks, and challenges to PAGA Pay
19 Periods to the extent they are affected by challenges to the Workweeks, received and/or resolved,
20 and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
21 Report”). The Weekly Reports must include the Administrator’s assessment of the validity of
22 Requests for Exclusion and attach copies of all Requests for Exclusion forms and objections
23 received.

24 79.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
25 to address and make the initial decision consistent with the terms of this Agreement on all Class
26 Member challenges over the calculation of Workweeks, and/or PAGA Pay Periods to the extent they
27 are affected by challenges to the Workweeks. Although the Administrator shall make the initial
28 decision regarding challenges to the calculation of Workweeks, the Court may review any decision

1 made by the Administrator.

2 79.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which
3 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class
4 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
5 diligence and compliance with all of its obligations under this Agreement, including, but not limited
6 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
7 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
8 (both valid or invalid), the number of written objections and attach the Exclusion List. The
9 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
10 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

11 79.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
13 and Defense Counsel with a final report detailing its disbursements by employee identification
14 number only of all payments made under this Agreement. At least fifteen (15) days before any
15 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
17 required under this Agreement. Class Counsel is responsible for filing the Administrator's
18 declaration in Court.

19 **F. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on data gathered
20 through the mediation, it is estimated that there are 96 Class Members who collectively worked a
21 total of **8,390** Workweeks from June 28, 2020, through July 1, 2025 (the "Certified Workweek
22 Amount"). If it is determined that the actual number of Workweeks for all Class Members during
23 the Settlement Period exceeds the Certified Workweek Amount by more than ten percent (10%),
24 Defendant shall have the option to either (a) pay an increased GSA (at a rate of \$35.16 per
25 workweek) reflecting the percentage difference between the Certified Workweek Amount and the
26 actual number of Workweeks that accrued for all Class members during the Settlement Period, i.e.,
27 the number of Workweeks over 9,229 Workweeks; or (b) backdate the end date for the Settlement
28 Period to the date on which the 10% threshold was reached. If this provision is triggered so as to

1 increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement
2 Amount allocated to attorneys' fees will increase proportionally such that the total amount of
3 attorneys' fees remains one third of the Gross Settlement Amount after the upward adjustment
4 required by this provision is implemented.

5 **G. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
6 Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class
7 Members, or a number of Class Members whose settlement shares would be worth more than 10%
8 of the Net Settlement Amount, Defendant may, but is not obligated, to elect to withdraw from the
9 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*,
10 have no force or effect whatsoever, and that neither Party will have any further obligation to perform
11 under this Agreement; provided, however, Defendant will remain responsible for paying all
12 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of
13 its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion
14 List to Defense Counsel; late elections will have no effect.

15 **H. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
16 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
17 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
18 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval
19 Order; and a proposed Judgment (collectively "Motion for Final Approval").

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

24 81. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the scope of release
26 to be granted by Class Members), the Parties will expeditiously work together in good faith to
27 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
28 Court's decision to award less than the amounts requested for the Class Representative Service

1 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
2 Administration Costs shall not constitute a material modification to the Agreement within the
3 meaning of this paragraph.

4 82. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
5 the Court will retain jurisdiction over the Parties, Action, and the Settlement under California Code
6 of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or
7 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
8 matters as are permitted by law.

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

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

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

4 **J. ADDITIONAL PROVISIONS.**

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

19 86. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
20 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and
21 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
22 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
23 specifically or generally, to any person, corporation, association, government agency, or other entity
24 except: (1) to the Parties’ attorneys, accountants, or spouses, all of whom will be instructed to keep
25 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
26 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
27 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
28 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking

1 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
2 directly or indirectly, initiate any conversation or other communication, before the filing of the
3 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
4 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
5 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
6 accordance with Class Counsel’s ethical obligations owed to Class Members.

7 87. 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
9 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to
10 communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to
11 Class Members.

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

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

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

28 91. No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
2 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
3 released and discharged by the Party in this Settlement.

4 92. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
7 10, as amended) or otherwise.

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

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

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

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

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

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

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

27 100. Notice. All notices, demands, or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

1 third business day after mailing by United States mail, or the day sent by email or messenger,
2 addressed as follows:

3 To Plaintiff:

4 **D.LAW, INC.**

5 David Yeremian

6 d.yeremian@d.law

7 Enoch J. Kim

8 e.kim@d.law

9 Marta Manus

10 m.manus@d.law

11 450 N. Brand Blvd., Suite 840

12 Glendale, CA 91203

13 Telephone: (818) 962-6465

14 Facsimile: (818) 962-6469

15 To Defendant:

16 **LITTLER MENDELSON P.C.**

17 Jannine E. Kranz (SBN 272389)

18 jkranz@littler.com

19 2049 Century Park East, 5th Floor

20 Los Angeles, CA 90067

21 Telephone: (310) 553-0308

22 Facsimile: (800) 715-1330

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

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

103. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
Defendant in connection with the mediation, other settlement negotiations, or in connection with the
Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be

1 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
2 than 90 days after the date when the Court discharges the Administrator’s obligation to provide a
3 declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall
4 destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the
5 Court’s discharge of the Administrator’s obligation, Defendant makes a written request to Class
6 Counsel for the return, rather than the destructions, of Class Data.

7 104. Fair Settlement. Plaintiff, Defendant, Class Counsel and Defense Counsel believe and
8 warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and
9 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
10 factors.

11 105. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
14 and enforceable.

15 106. Severability. In the event that one or more of the provisions contained in this
16 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
17 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
18 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
19 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
20 had never been included in this Agreement.

21 **IT IS SO AGREED.**

22 By the Parties:

23 DATED: 10/9/2025

DocuSigned by:

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24 Plaintiff Pedro Luciano

26 DATED: _____

27 Defendant GS Operating, LLC

28 By: _____

Position: _____

1 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
2 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
3 declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall
4 destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the
5 Court's discharge of the Administrator's obligation, Defendant makes a written request to Class
6 Counsel for the return, rather than the destructions, of Class Data.

7 104. Fair Settlement. Plaintiff, Defendant, Class Counsel and Defense Counsel believe and
8 warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and
9 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
10 factors.

11 105. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
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19 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
20 had never been included in this Agreement.

21 **IT IS SO AGREED.**

22 By the Parties:

23 DATED: _____

24 _____
Plaintiff Pedro Luciano

25
26 DATED: _____

27 _____
Defendant GS Operating, LLC


28 By: Craig Schiller
Position: CFU

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Approved by counsel:

DATED: 10/10/2025


D.LAW, INC.

By: 

David Yeremian
Enoch J. Kim
Marta Manus
Counsel for Plaintiff Pedro Luciano

DATED: 10/10/2025

LITTLER MENDELSON, PC

By: 

Jannine Kranz
Counsel for Defendant, GS Operating, LLC