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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JANNET MELISSA SUASTI, on behalf of herself and all others similarly situated and aggrieved,

Plaintiff,

v.

PREMIERE MEDICAL CENTER OF BURBANK, a California stock corporation; PEOPLE 2.0 GLOBAL LLC, a Delaware limited liability company; MICHAEL D. MARSH, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV29459

CONSOLIDATED CASE NO. 24STCV02991

[Assigned to the Hon. William F. Highberger in Dept. 10]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: December 1, 2023

Trial Date: None Set

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23 Premiere Medical Center of Burbank and Michael

24 D. Marsh, M.D.

1 This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made by and between Plaintiff Jannet Melissa Suasti (“Plaintiff”)
3 and Defendant Premiere Medical Center of Burbank (“Premiere”), Defendant People 2.0 Global
4 LLC (“People 2.0”) and Defendant Michael D. Marsh (“Marsh”) (all defendants collectively
5 referred to as “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as
6 “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations captioned *Jannet*
9 *Melissa Suasti v. Premiere Medical Center of Burbank et. al.*, Case No. 23STCV29459, initiated
10 on December 1, 2023, and pending in the Superior Court of the State of California, County of
11 Los Angeles, and Plaintiff’s lawsuit alleging civil penalties under California Private Attorneys’
12 General Act of 2004, California Labor Code § 2698 et seq. (“PAGA”) captioned *Jannet Melissa*
13 *Suasti v. Premiere Medical Center of Burbank et. al.*, Case No. 24STCV02991, initiated on
14 February 5, 2024, and pending in Superior Court of the State of California, County of Los
15 Angeles.

16 1.2. “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity Plaintiff has
17 agreed upon to appoint to administer the Settlement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.4. “Aggrieved Employees” means all current and former non-exempt, hourly-paid
23 employees who performed work at Premiere Medical Center of Burbank and are/were employed
24 by either People 2.0 Global LLC, or Premiere Medical Center of Burbank, from December 1,
25 2022 through May 13, 2025 (the “PAGA Period”) in the State of California.

26 1.5. “Class” or “Settlement Class” means all current and former non-exempt, hourly-paid
27 employees who performed work at Premiere Medical Center of Burbank, and are/were employed
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1 by either People 2.0 Global LLC, or Premiere Medical Center of Burbank during the Class Period
2 in the State of California.

3 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
4 P.C.

5 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
6 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
7 expenses, respectively, incurred to prosecute the Action.

8 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
9 possession, or control, including the Class Member’s: (1) name; (2) last known address(es); (3)
10 last known telephone number(s); (4) last four digits of the last known Social Security Number(s);
11 and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or
12 separation date(s)).

13 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
14 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
15 Class Member who qualifies as an Aggrieved Employee).

16 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
17 current Class Member mailing addresses using all reasonably available sources, methods and
18 means including, but not limited to, the National Change of Address database, skip traces, and
19 direct contact by the Administrator with Class Members.

20 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
21 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
22 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
23 A and incorporated by reference into this Agreement.

24 1.12. “Class Period” means the period from December 1, 2019 through May 13, 2025.

25 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the
26 Action seeking Court approval to serve as a Class Representative.

27 1.14. “Class Representative Enhancement Fee” means the payment to the Class Representative
28 for initiating the Action and providing services in support of the Action.

- 1 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 2 1.16. "Defendants" means named Defendants Premiere Medical Center of Burbank, People 2.0
3 Global LLC, and Michael D. Marsh.
- 4 1.17. "Defense Counsel" means Laura E. Hayward and Sandra J. McMullan of Littler
5 Mendelson, P.C. and Jonathan Fraser Light, Chandra A. Beaton, and Brier Miron Setlur of
6 LightGabler LLP.
- 7 1.18. "Effective Date" means: (a) the day after the last date to appeal Final Approval and judgment
8 by the Court and no appeal is filed; or (b) if an appeal is filed, review or writ is sought from the Judgment,
9 the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the
10 Judgment is no longer subject to further judicial review.
- 11 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 12 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
13 of the Settlement.
- 14 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
15 Approval.
- 16 1.22. "Gross Settlement Amount" means \$200,000.00 (Two Hundred Thousand Dollars and
17 Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except as
18 provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
19 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
20 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
21 Counsel Fees Payment, Class Counsel Expenses Payment, the Class Representative
22 Enhancement Fee, and Administrator's Expenses.
- 23 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
24 Net Settlement Amount calculated according to the number of Workweeks worked during the
25 Class Period.
- 26 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
27 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
28 Period.

- 1 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 2 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
3 entitled, under Labor Code section 2699, subd. (i).
- 4 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
5 under Labor Code section 2699, subd. (i).
- 6 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
8 Payment, Class Representative Enhancement Fee, Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments.
- 11 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
12 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 13 1.30. “Operative Complaint” means the Complaint filed in the Action on December 1, 2023.
- 14 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was
15 employed by Defendants for at least one day during the PAGA Period, based on hire dates, re-
16 hire dates (as applicable), and termination dates (as applicable).
- 17 1.32. “PAGA Period” means the period from December 1, 2022 through May 13, 2025.
- 18 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 19 1.34. “PAGA Notice” means Plaintiff’s December 1, 2023, letter to Defendants and the LWDA,
20 providing notice pursuant to Labor Code section 2699.3 subd. (a).
- 21 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
22 Gross Settlement Amount (\$25,000.00), allocated 25% to the Aggrieved Employees (\$6,250.00)
23 and 75% to the LWDA (\$18,750.00) in settlement of PAGA claims.
- 24 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
25 timely Request for Exclusion from the Settlement.
- 26 1.37. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Jannet Melissa Suasti,
27 the named Plaintiff in the Action.

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1 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
2 Settlement.

3 1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
4 and Approval of PAGA Settlement.

5 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2
6 below.

7 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
8 below.

9 1.42. “Released Parties” means: Premiere, Marsh, People 2.0, Office Works (the placement
10 agency for People 2.0 payrolled employees), as well as each and all of their past and present
11 parent(s), subsidiary(ies), and affiliated corporations, entities, divisions, general and limited
12 partners, joint venturers and affiliates, and each of their respective current and former directors,
13 officers, managers, employees, principals, members, agents, managing agents, insurers,
14 reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general
15 partners, limited partners, joint venturers, and affiliated companies, staffing agencies, and each of
16 their respective executors, predecessors, successors, assigns, trustees and legal representatives in
17 their representative and individual capacities whether under Lab. Code sections 558, 558.1 or
18 otherwise, during the Release Period.

19 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
20 excluded from the Class Settlement signed by the Class Member.

21 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
22 Class Members and Aggrieved Employees and shall be the last date on which Class Members
23 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
24 Settlement. Class Members to whom Notice Packets are resent after having been returned
25 undeliverable to the Administrator shall have an additional 15 days beyond the Response
26 Deadline has expired.

27 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
28 Judgment.

1 1.46. “Workweek” means any week during which a Class Member was employed by
2 Defendants for at least one day in a non-exempt, hourly-paid position during the Class Period in
3 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
4 applicable).

5 **2. RECITALS**

6 2.1. Plaintiff filed her wage and hour class action on December 1, 2023 against Defendants in
7 Los Angeles County Superior Court Case No. 23STCV29459 (the “Class Action”), alleging,
8 among other things: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to
9 provide meal periods and compensation in lieu thereof; (4) failure to provide rest periods and
10 compensation in lieu thereof; (5) failure to pay due wages by separation of employment; (6)
11 failure to provide accurate wage statements; (7) failure to reimburse work expenses; (8) failure
12 to pay for unused vacation time; and (9) unfair competition.

13 2.2. Plaintiff filed a separate representative action under the Private Attorneys General Act of
14 2004 (“PAGA”) on February 5, 2024 against Defendants in Los Angeles County Superior Court,
15 Case No. 24STCV02991 (the “PAGA Action”).

16 2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

17 2.4. Prior to the mediation, Plaintiff obtained from Defendant Premiere Medical Center of
18 Burbank, through informal discovery: (a) a copy of a sample of the employee time and pay
19 history records for Class Members and Aggrieved Employees; and (b) a copy of Defendant
20 Premiere Medical Center’s Employee Handbook. Also, Plaintiff obtained from Defendant People
21 2.0 Global LLC, through informal discovery: (a) a copy of the employee time and pay history as
22 well as pay data for the 10 Class Members and Aggrieved Employees that Defendant People 2.0
23 Global LLC employed and placed at Premiere Medical Center from 2019 through 2023.

24 2.5. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
25 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
26 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

27 2.6. On or around September 13, 2024, the PAGA Action was consolidated within the Class
28 Action, with the Class Action as the lead action (hereinafter the “Action”).

1 2.7. On March 14, 2025, the Parties participated in an all-day mediation presided over by
2 Tagore Subramaniam, Esquire. The mediation was successful, which led to the Parties reaching
3 an agreement to settle the Action.

4 2.8. The Court has not granted class certification.

5 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
6 other pending matter or action asserting claims that will be extinguished or affected by the
7 Settlement.

8 **3. MONETARY TERMS**

9 3.1. Gross Settlement Amount. Defendants promise to pay \$200,000.00 as the Gross
10 Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to
11 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
12 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
13 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator
14 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
15 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
16 Gross Settlement Amount will revert to Defendants.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
18 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
19 in the Final Approval:

20 3.2.1. To Plaintiff: Class Representative Enhancement Fee to Plaintiff in the amount of
21 \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
22 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants
23 will not oppose Plaintiff's request for a Class Representative Enhancement Fee that
24 does not exceed this amount. As part of the motion for Class Counsel Fees Payment
25 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
26 Representative Enhancement Fee prior to the Final Approval Hearing. If the Court
27 approves a Class Representative Enhancement Fee less than the amount requested, the
28 Administrator will retain the remainder in the Net Settlement Amount and shall be

1 distributed to Participating Class Members as part of their Individual Settlement
2 Payment. The Administrator will pay the Class Representative Enhancement Fee using
3 IRS Form 1099. Plaintiff assumes full responsibility and liability for any applicable
4 employee taxes owed on the Class Representative Enhancement Fee.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty five
6 percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to
7 Paragraph 8.1 of this Agreement, is currently estimated to be \$70,000.00 and a Class
8 Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendants will
9 not oppose requests for these payments provided that they do not exceed these amounts.
10 Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees
11 Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing.
12 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
13 Expenses Payment less than the amounts requested, the Administrator will allocate the
14 remainder to the Net Settlement Amount. Released Parties shall have no liability to
15 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion
16 of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
17 The Administrator will pay the Class Counsel Fees Payment and Class Counsel
18 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full
19 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
20 Class Counsel Litigation Expenses Payment and hold Defendants harmless, and
21 indemnify Defendants, from any dispute or controversy regarding any division or
22 sharing of any of these Payments. There will be no additional charge of any kind to
23 either the Settlement Class Members or request for additional consideration from
24 Defendants for such work, unless Defendants materially breach this Agreement,
25 including any term regarding funding, and further efforts are necessary from Class
26 Counsel to remedy said breach, including, without limitation, moving the Court to
27 enforce this Agreement.. Should the Court approve attorneys' fees and/or litigation
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1 costs and expenses in amounts that are less than the amounts provided for herein, the
2 Administrator will allocate the remainder to the Net Settlement Amount.

3 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
4 \$5,990.00, except for a showing of good cause and as approved by the Court. To the
5 extent the Administration Expenses are less or the Court approves payment less than
6 \$5,990.00, the Administrator will allocate the remainder to the Net Settlement Amount.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
8 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
9 by all Participating Class Members during the Class Period and (b) multiplying the
10 result by each Participating Class Member's Workweeks.

11 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating
12 Class Member's Individual Class Payment will be allocated to settlement of
13 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
14 withholding and will be reported on an IRS W-2 Form. The 85% of each
15 Participating Class Member's Individual Class Payment will be allocated to
16 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
17 Non-Wage Portions are not subject to wage withholdings and will be reported
18 on IRS 1099 Forms. Participating Class Members assume full responsibility and
19 liability for any employee taxes owed on their Individual Class Payment.

20 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any
22 Individual Class Payments. The Administrator will allocate the amounts equal
23 to the Non-Participating Class Members Individual Class Payments to the Net
24 Settlement Amount for distribution to Participating Class Members on a pro rata
25 basis.

26 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
27 \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00)
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1 allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual
2 PAGA Payments.

3 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
4 dividing the amount of the Aggrieved Employees' 25% share of PAGA
5 Penalties \$6,250.00 by the total number of PAGA Period Pay Periods worked
6 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
7 result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved
8 Employees assume full responsibility and liability for any taxes owed on their
9 Individual PAGA Payment.

10 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
11 the Administrator will allocate the remainder to the Net Settlement Amount.
12 The Administrator will report the Individual PAGA Payments on IRS 1099
13 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS**

15 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date,
16 Defendants estimate there are 100 Class Members who collectively worked a total of 7,849
17 Workweeks, and 52 Aggrieved Employees who worked a total of 3,706 PAGA Pay Periods.

18 4.2. Class Data. Not later than 21 days after the Court's entry of the order granting Preliminary
19 Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the
20 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
21 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
22 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
23 Administrator employees who need access to the Class Data to effect and perform under this
24 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
25 discover that the Class Data omitted class member identifying information and to provide
26 corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will
27 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
28 to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
3 transmitting the funds to the Administrator within the later of either: (1) thirty (30) days after
4 Court's entry of the Order Granting Final Approval of the Settlement; or (2) March 15, 2027.

5 4.4. On the Effective Date, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
8 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
9 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
10 Service Payment shall not precede disbursement of Individual Class Payments, and/or the
11 Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class U.S.
14 Mail, postage prepaid. The face of each check shall prominently state the date (not less
15 than 180 days after the date of mailing) when the check will be voided. The
16 Administrator will cancel all checks not cashed by the void date. The Administrator will
17 send checks for Individual Settlement Payments to all Participating Class Members
18 (including those for whom Class Notice was returned undelivered). The Administrator
19 will send checks for Individual PAGA Payments to all Aggrieved Employees including
20 Non-Participating Class Members who qualify as Aggrieved Employees (including
21 those for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment
23 and the Individual PAGA Payment in each installment. Before mailing any checks, the
24 Settlement Administrator must update the recipients' mailing addresses using the
25 National Change of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other
27 Class Members whose checks are returned undelivered without USPS' forwarding
28 address. Within 7 days of receiving a returned check, the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained through
2 the Class Member Address Search. The Administrator need not take further steps to
3 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
4 The Administrator shall promptly send a replacement check to any Class Member whose
5 original check was lost or misplaced, requested by the Class Member prior to the void
6 date.

7 4.4.3. For any Class Member whose Individual Class Payment check or Individual
8 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
9 shall transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
11 residue" subject to the requirements of California Code of Civil Procedure section 384,
12 subd. (b).

13 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
14 not obligate Defendants to confer any additional benefits or make any additional
15 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
16 specified in this Agreement.

17 **5. RELEASE OF CLAIMS**

18 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
19 and on the date after Defendants fully fund the Gross Settlement Amount and all employer
20 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
21 Members, and Class Counsel will release claims against all Released Parties as follows:

22 5.1. Claims Released by Named Plaintiff. In addition to the claims released by Participating
23 Settlement Class Members and Aggrieved Employees, Plaintiff releases any and all claims,
24 rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or
25 related to the Plaintiff's employment with or separation from People 2.0, Office Works and/or
26 Premiere through the Release Period, including a California Civil Code Section 1542 waiver.

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1 5.2. Plaintiff's General Release. Upon the Effective Date, to the extent allowed by California
2 law, Suasti waives all rights and benefits afforded by section 1542 of the California Civil Code
3 as to any Released Claims. Section 1542 provides:

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

8 5.3. Release of Class Claims: For the duration of the Class Period, all Participating Class
9 Members, on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
11 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint including: (1) failure to pay overtime wages; (2) failure to pay minimum
13 wages; (3) failure to provide meal periods and compensation in lieu thereof; (4) failure to provide
14 rest periods and compensation in lieu thereof; (5) failure to pay all wages due upon termination;
15 (6) failure to provide accurate wage statements; (7) failure to timely pay wages during
16 employment; (8) violation of Labor Code section 2802; (9) violation of Labor Code section 227.3
17 (based upon failure to pay unused vacation time) (10) violation of California Business &
18 Professions Code section 17200, *et seq.* based upon unfair competition.

19 5.4. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
20 release any other claims, including claims for vested benefits, wrongful termination, violation of
21 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
22 workers' compensation, or claims based on facts occurring outside the Class Period.

23 5.5. Release of PAGA Claims: For the duration of the PAGA Period and to the extent
24 permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent
25 and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that
26 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
27 Complaint and the PAGA Notice.

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1 **6. MOTION FOR PRELIMINARY APPROVAL**

2 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
3 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
4 Approvals.

5 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
6 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
7 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
8 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
9 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
10 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
11 declaration from the Administrator attaching its “not to exceed” bid for administering the
12 Settlement and attesting to its willingness to serve; competency; operative procedures for
13 protecting the security of Class Data; amounts of insurance coverage for any data breach,
14 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
15 interest with Class Members; and the nature and extent of any financial relationship with
16 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
17 willingness and competency to serve and disclosing all facts relevant to any actual or potential
18 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
19 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
20 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
21 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
22 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
23 with Class Members and the Administrator.

24 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
25 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
26 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
27 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
28

1 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
2 Administrator.

3 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
6 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
7 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
9 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
10 Court’s concerns.

11 **7. SETTLEMENT ADMINISTRATION**

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

18 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
19 Identification Number for purposes of calculating payroll tax withholdings and providing reports
20 state and federal tax authorities.

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
22 the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section
23 468B-1.

24 7.4. Notice to Class Members

25 7.4.1. No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall notify Class Counsel that the list has been received and state the
27 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
28 Class Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
2 days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
4 the Class Notice with Spanish translation, substantially in the form attached to this
5 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
6 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
7 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
8 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
9 update Class Member addresses using the National Change of Address database.

10 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a
13 forwarding address, the Administrator shall conduct a Class Member Address Search,
14 and re-mail the Class Notice to the most current address obtained. The Administrator
15 has no obligation to make further attempts to locate or send Class Notice to Class
16 Members whose Class Notice is returned by the USPS a second time.

17 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
19 beyond the 45 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
21 deadline with the re-mailed Class Notice.

22 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data
24 and should have received Class Notice, the Parties will expeditiously meet and confer,
25 in good faith, in an effort to agree on whether to include them as Class Members. If the
26 Parties agree, such persons will be Class Members entitled to the same rights as other
27 Class Members, and the Administrator will send, via email or overnight delivery, a Class
28 Notice requiring them to exercise options under this Agreement not later than 15 days

1 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
2 later.

3 7.5. Requests for Exclusion (Opt-Outs).

4 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
5 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
6 not later than 45 days after the Administrator mails the Class Notice (plus an additional
7 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
8 is a letter from a Class Member or his/her representative, signed by the Class Member,
9 that reasonably communicates the Class Member's election to be excluded from the
10 Settlement and includes the Class Member's name, signature, the last four digits of their
11 Social Security Number, address, and email address or telephone number. To be valid,
12 a Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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1 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or
3 have the right to object to the class action components of the Settlement. Because future
4 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
5 Participating Class Members who are Aggrieved Employees are deemed to release the
6 claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual
7 PAGA Payment.

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

20 7.7. Objections to Settlement

21 7.7.1. Only Participating Class Members may object to the class action components of
22 the Settlement and/or this Agreement, including contesting the fairness of the
23 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
24 Counsel Litigation Expenses Payment and/or Class Representative Enhancement Fee.

25 7.7.2. Participating Class Members may send written objections to the Administrator, by
26 mail. In the alternative, Participating Class Members may appear in Court (or hire an
27 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
28 A Participating Class Member who elects to send a written objection to the

1 Administrator must do so not later than 45 days after the Administrator’s mailing of the
2 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
3 mailed).

4 7.7.3. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.

6 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
7 performed or observed by the Administrator contained in this Agreement or otherwise.

8 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
9 and use an internet website to post information of interest to Class Members including
10 the date, time and location for the Final Approval Hearing and copies of the Settlement
11 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
12 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment and Class Representative Enhancement
14 Fee, the Final Approval and the Judgment. The Administrator will also maintain and
15 monitor an email address and a toll-free telephone number to receive Class Member
16 calls and emails.

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

26 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
27 reports to Class Counsel and Defense Counsel that, among other things, tally the number
28 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for

1 Exclusion (whether valid or invalid) received, objections received, challenges to
2 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
3 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
4 Weekly Reports must include provide the Administrator’s assessment of the validity of
5 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
6 received.

7 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
8 address and make final decisions consistent with the terms of this Agreement on all
9 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
10 Administrator’s decision shall be final and not appealable or otherwise susceptible to
11 challenge.

12 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
13 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
14 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
15 due diligence and compliance with all of its obligations under this Agreement, including,
16 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
17 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
18 Requests for Exclusion from Settlement it received (both valid or invalid), the number
19 of written objections and attach the Exclusion List. The Administrator will supplement
20 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
21 responsible for filing the Administrator’s declaration(s) in Court.

22 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
23 disburses all funds in the Gross Settlement Amount, the Administrator will provide
24 Class Counsel and Defense Counsel with a final report detailing its disbursements by
25 employee identification number only of all payments made under this Agreement. At
26 least 7 days before any deadline set by the Court, the Administrator will prepare, and
27 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
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1 Court attesting to its disbursement of all payments required under this Agreement. Class
2 Counsel is responsible for filing the Administrator's declaration in Court.

3 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

4 Based on its records, Defendants estimate that, as of the date of this Settlement
5 Agreement, (1) there are 100 Class Members and 7,849 Total Workweeks during the Class Period
6 and (2) there are 52 Aggrieved Employees who worked 3,706 Pay Periods during the PAGA
7 Period.

8 8.1 Increase in Workweeks. Defendants represent that there are approximately 7,849
9 Workweeks during the Class Period, with a class size comprised of approximately 100 Class
10 Members, including Plaintiff. In the event the number of workweeks worked by Class Members
11 during the Class Period increases by more than 10%, or 785 Workweeks, then: (1) at Defendants'
12 election, the Gross Settlement Amount shall be increased proportionally by the Workweeks in
13 excess of 8,634 Workweeks multiplied by the Workweek Value; or (2) the Class Period and the
14 PAGA Period shall end on the date the number of Workweeks reaches 8,634. The Workweek
15 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
16 (\$200,000.00) by 7,849, which amounts to a Workweek Value of \$25.48. Thus, for example,
17 should there be 8,700 Workweeks in the Class Period, and Defendants elect option (1), then the
18 Gross Settlement Amount shall be increased by \$1,681.68 ((8,700 Workweeks – 8,634
19 Workweeks) × \$25.48 per Workweek). Defendants must exercise the option to modify the end
20 date of the Class and PAGA Periods at least 30 days before the first set hearing on Plaintiff's
21 Motion for Preliminary Approval.

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

23 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten
24 percent (10%) of the total of all Class Members, Defendants may, but are not obligated to, elect
25 to withdraw from the Settlement. All Defendants must agree to withdraw for the withdraw to be
26 valid; if only one Defendant withdraws, then the withdraw is not valid and all Defendants remain
27 bound by the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be
28 void ab initio, have no force or effect whatsoever, and that none of the Parties will have any

1 further obligation to perform under this Agreement; provided, however, Defendants will remain
2 responsible for paying all Settlement Administration Expenses incurred to that point. Defendants
3 must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days
4 after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have
5 no effect.

6 **10. MOTION FOR FINAL APPROVAL**

7 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
8 final approval of the Settlement that includes a request for approval of the PAGA settlement
9 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
10 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
11 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
12 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
13 any disagreements concerning the Motion for Final Approval.

14 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
15 a Participating Class Member, including the right to file responsive documents in Court no later
16 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
17 by the Court.

18 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
19 Approval on any material change to the Settlement (including, but not limited to, the scope of
20 release to be granted by Class Members), the Parties will expeditiously work together in good
21 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
22 Approval. The Court’s decision to award less than the amounts requested for the Class
23 Representative Enhancement Fee, Class Counsel Fees Payment, Class Counsel Litigation
24 Expenses Payment, and Administrator Expenses Payment shall not constitute a material
25 modification to the Agreement within the meaning of this paragraph.

26 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
27 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
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1 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
2 and (iii) addressing such post-Judgment matters as are permitted by law.

3 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
6 respective counsel, and all Participating Class Members who did not object to the Settlement as
7 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
8 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
9 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
10 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
11 Parties' obligations to perform under this Agreement will be suspended until such time as the
12 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
13 the amount of the Net Settlement Amount.

14 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
15 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
16 modification of this Agreement (including, but not limited to, the scope of release to be granted
17 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
18 expeditiously work together in good faith to address the appellate court's concerns and to obtain
19 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
20 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
21 the Court's award of the Class Representative Enhancement Fee or any payments to Class
22 Counsel shall not constitute a material modification of the Judgment within the meaning of this
23 paragraph, as long as the Gross Settlement Amount remains unchanged.

24 **11. AMENDED JUDGMENT**

25 10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the
26 Parties will work together in good faith to jointly submit a proposed amended judgment.

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1 **12. ADDITIONAL PROVISIONS**

2 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
3 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or should be construed as an admission by Defendants
5 that any of the allegations in the Operative Complaint have merit or that Defendants have any
6 liability for any claims asserted; nor should it be intended or construed as an admission by
7 Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree that class
8 certification and representative treatment is for purposes of this Settlement only. If, for any reason
9 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
10 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
11 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
12 certification on any grounds available and to contest Defendants’ defenses. The Settlement, this
13 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
14 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
15 Settlement and this Agreement).

16 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
17 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
18 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
19 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
20 or indirectly, specifically or generally, to any person, corporation, association, government
21 agency, or other entity except: (1) to the Parties’ attorneys, accountants, or spouses, all of whom
22 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
23 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
24 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
25 government agency. Each Party agrees to immediately notify each other Party of any judicial or
26 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
27 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
28 conversation or other communication, before the filing of the Motion for Preliminary Approval,

1 any with third party regarding this Agreement or the matters giving rise to this Agreement except
2 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
3 restrict Class Counsel’s communications with Class Members in accordance with Class
4 Counsel’s ethical obligations owed to Class Members.

5 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
7 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
8 ability to communicate with Class Members in accordance with Class Counsel’s ethical
9 obligations owed to Class Members.

10 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
13 inducements made to or by any Party.

14 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that Plaintiff and Defendants authorize them, respectively, to take all appropriate action
16 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
17 terms, and to execute any other documents reasonably required to effectuate the terms of this
18 Agreement including any amendments to this Agreement.

19 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
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1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

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

7 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed or agreed to by all
9 Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly
10 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
11 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
12 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
13 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
14 the use of signatures previously provided by the Parties.

15 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
16 the benefit of, the successors of each of the Parties.

17 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
18 governed by and interpreted according to the internal laws of the State of California, without
19 regard to conflict of law principles.

20 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
21 this Agreement. This Agreement will not be construed against any Party on the basis that the
22 Party was the drafter or participated in the drafting.

23 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
24 during Action and in this Agreement relating to the confidentiality of information shall survive
25 the execution of this Agreement

26 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
27 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
28 in connection with the mediation, other settlement negotiations, or in connection with the

1 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
2 be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

9 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
10 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
11 of this Agreement shall be accepted as an original. All executed counterparts and each of them
12 will be deemed to be the same instrument if counsel for the Parties will exchange between his
13 signed counterparts. Any executed counterpart will be admissible in evidence to prove the
14 existence and contents of this Agreement.

15 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
17 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
18 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
19 process.

20 12.19. Severability. In the event that one or more of the provisions contained in this Agreement
21 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
22 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
23 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
24 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
25 Agreement.

26 **IT IS SO AGREED:**

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28 **[SIGNATURE PAGE FOLLOWS]**

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Jannet Melissa Suasti

Plaintiff, Jannet Melissa Suasti

For Defendant, Premiere Medical Center of
Burbank

Catherine Chidyausiku

For Defendant, People 2.0 Global LLC

For Defendant, Michael D. Marsh

AGREED AS TO FORM ONLY:

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David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Sandra J. McMullan

Laura E. Hayward
Sandra J. McMullan
Counsel for Defendants

Jonathan Fraser Light
Chandra A. Beaton
Brier Miron Setlur
Counsel for Defendants

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Plaintiff, Jannet Melissa Suasti

M Marsh

For Defendant, Premiere Medical Center of
Burbank

For Defendant, People 2.0 Global LLC

M Marsh

For Defendant, Michael D. Marsh

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Laura E. Hayward
Sandra J. McMullan
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Jonathan Fraser Light
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