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on behalf of himself and all others similarly situated  
and aggrieved

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

ALEJANDRO HERNANDEZ, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

M.P. ENVIRONMENTAL SERVICES,  
INC., a California corporation; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: BCV-23-100247  
(consolidated with BCV-23-101009)

[Assigned for all purposes to the Hon. T.  
Mark Smith in Dept. T-2]

**CLASS AND PAGA SETTLEMENT  
AGREEMENT**

Action Filed: January 25, 2023  
Trial Date: None Set

1  
2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and  
3 between plaintiff Alejandro Hernandez (“Plaintiff”) and defendant MP Environmental Services  
4 Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,”  
5 or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against  
8 Defendant, captioned *Alejandro Hernandez v. MP Environmental Services Inc., et al.*, Case No.  
9 BCV-23-100247, initiated on January 25, 2023, and pending in Superior Court of the State of  
10 California, County of Kern (“Class Action”), and consolidated with case number BCV-23-  
11 101009 (“PAGA Action”).

12 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity  
13 the Parties have agreed to appoint to administer the Settlement.

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

18 1.4. “Aggrieved Employee” means all persons employed by Defendants in California and  
19 classified as non-exempt, hourly-paid employees who worked for Defendants during the PAGA  
20 Period.

21 1.5. “Class” means all persons employed by Defendants in California and classified as non-  
22 exempt, hourly-paid employees who worked for Defendants during the Class Period.

23 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
24 P.C.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean  
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
27 expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,

1 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)  
2 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of  
3 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

11 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION  
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to  
13 Class Members in English and Spanish in the form, without material variation, attached as Exhibit  
14 A and incorporated by reference into this Agreement.

15 1.12. "Class Period" means the period from January 25, 2019, through July 2, 2025.

16 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action  
17 seeking Court approval to serve as a Class Representative.

18 1.14. "Class Representative Service Payment" means the payment to the Class Representative  
19 for initiating the Action and providing services in support of the Action.

20 1.15. "Court" means the Superior Court of California, County of Kern.

21 1.16. "Defendant" means named defendant MP Environmental Services Inc.

22 1.17. "Defense Counsel" means T. Scott Belden and Tyler D. Anthony of Belden Blaine Raytis,  
23 LLP.

24 1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting  
25 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the  
26 latest of the following occurrences: (a) if no Participating Class Member objects to the  
27 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members  
28 objects to the Settlement, the day after the deadline for filing a notice of appeal from the

1 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court  
2 affirms the Judgment and issues a remittitur.

3 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

4 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval  
5 of the Settlement.

6 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final  
7 Approval.

8 1.22. “Gross Settlement Amount” means \$655,000.00 (Six Hundred Fifty-Five Thousand  
9 Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement,  
10 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the  
11 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to  
12 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
13 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and  
14 Administrator’s Expenses.

15 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the  
16 Net Settlement Amount calculated according to the number of Workweeks worked during the  
17 Class Period.

18 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of  
19 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA  
20 Period.

21 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

22 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency  
23 entitled, under Labor Code section 2699, subd. (i).

24 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA  
25 under Labor Code section 2699, subd. (i).

26 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

1 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be  
2 paid to Participating Class Members as Individual Class Payments.

3 1.29. “Non-Participating Class Member” means any Class Member who opts out of the  
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
6 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as  
7 applicable), and termination dates (as applicable).

8 1.31. “PAGA Period” means the period from January 24, 2022 through the end of the Class  
9 Period.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.33. “PAGA Notice” means plaintiff’s January 24, 2023 letter to defendant and the LWDA,  
12 providing notice pursuant to Labor Code section 2699.3 subd. (a).

13 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
14 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$16,375.00) and the 75%  
15 to the LWDA (\$49,125.00) in settlement of PAGA claims.

16 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
17 timely Request for Exclusion from the Settlement.

18 1.36. “Plaintiff” means Alejandro Hernandez the named plaintiff in the Action.

19 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
20 Settlement.

21 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval  
22 and Approval of PAGA Settlement.

23 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2  
24 below.

25 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4  
26 below.

27 1.41. “Released Parties” means: Defendant, and each of their former, present and future owners,  
28 parents, and subsidiaries, affiliates, and all of their current, former, and future officers, directors,

1 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,  
2 predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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

5 1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to  
6 Class Members and Aggrieved Employees, and shall be the last date on which Class Members  
7 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the  
8 Settlement. Class Members to whom Notice Packets are resent after having been returned  
9 undeliverable to the Administrator shall have an additional 15 days beyond the Response  
10 Deadline has expired.

11 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the  
12 Judgment.

13 1.45. “Workweek” means any week during which a Class Member worked for Defendant, for  
14 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and  
15 termination dates (as applicable).

16 **2. RECITALS**

17 2.1. On January 24, 2023, Plaintiff filed with the LWDA and served on Defendant a notice  
18 under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to  
19 recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations  
20 (“PAGA Notice”).

21 2.2. On January 25, 2023, Plaintiff commenced this Action by filing a complaint against  
22 Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide  
23 meal periods; failure to provide rest periods; waiting time penalties; wage statement violations;  
24 failure to timely pay wages; and unfair competition (the “Class Action”).

25 2.3. On April 3, 2023, Plaintiff filed a separate representative action in the Superior Court of  
26 California for the County of Kern, Case No. BCV-23-101009, seeking PAGA civil penalties  
27 against Defendant for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).  
28

1 2.4. On September 21, 2023, the cases were ordered consolidated by the Court with BCV-23-  
2 100247 as the lead case.

3 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

4 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll  
5 records for 33% of Class Members through mediation; (b) Plaintiff's personnel file; (c) internal  
6 policy documents from 2019, 2021, and 2023 related to Plaintiff's claims that governed  
7 employees throughout the Class Period; (d) internal onboarding documents in effect throughout  
8 the Class Period; (e) sample meal waivers and pay stubs; (f) and internal wage and hour policies  
9 in effect throughout the Class Period.

10 2.7. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in  
11 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*  
12 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

13 2.8. On January 10, 2025, the Parties participated in an all-day mediation presided over by  
14 Steven G. Mehta, Esquire. The mediation was unsuccessful and the Parties then engaged in  
15 formal written discovery, but the Parties continued negotiations with the aid of the mediator and  
16 agreed to globally resolve all class and PAGA claims in the Action on or around July 2, 2025.

17 2.9. The Court has not granted class certification.

18 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any  
19 other pending matter or action asserting claims that will be extinguished or affected by the  
20 Settlement.

### 21 3. MONETARY TERMS

22 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,  
23 Defendant promises to pay \$655,000.00 as the Gross Settlement Amount, unless increased  
24 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll  
25 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation  
26 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in  
27 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement  
28 Amount without asking or requiring Participating Class Members or Aggrieved Employees to

1 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert  
2 to Defendant.

3 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct  
4 the following payments from the Gross Settlement Amount, in the amounts specified by the Court  
5 in the Final Approval:

6 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than  
7 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA  
8 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will  
9 not oppose Plaintiff's request for a Class Representative Service Payment that does not  
10 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class  
11 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
12 Representative Service Payments prior to the Final Approval Hearing. If the Court  
13 approves a Class Representative Service Payment less than the amount requested, the  
14 Administrator will retain the remainder in the Net Settlement Amount. The  
15 Administrator will pay the Class Representative Service Payment using IRS Form 1099.  
16 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
17 Representative Service Payment.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the  
19 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this  
20 Agreement, is currently estimated to be \$229,250.00 and a Class Counsel Litigation  
21 Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for  
22 these payments provided that do not exceed these amounts. Plaintiff and/or Class  
23 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class  
24 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves  
25 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less  
26 than the amounts requested, the Administrator will allocate the remainder to the Net  
27 Settlement Amount. Released Parties shall have no liability to Class Counsel or any  
28 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee

1 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will  
2 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one  
3 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes  
4 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
5 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute  
6 or controversy regarding any division or sharing of any of these Payments. There will  
7 be no additional charge of any kind to either the Settlement Class Members or request  
8 for additional consideration from Defendant for such work unless, Defendant materially  
9 breach this Agreement, including any term regarding funding, and further efforts are  
10 necessary from Class Counsel to remedy said breach, including, without limitation,  
11 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees  
12 and/or litigation costs and expenses in amounts that are less than the amounts provided  
13 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
15 \$6,490.00 except for a showing of good cause and as approved by the Court. To the  
16 extent the Administration Expenses are less or the Court approves payment less than  
17 \$6,490.00 the Administrator will retain the remainder in the Net Settlement Amount.

18 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated  
19 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
20 by all Participating Class Members during the Class Period and (b) multiplying the result  
21 by each Participating Class Member's Workweeks.

22 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
23 Class Member's Individual Class Payment will be allocated to settlement of  
24 wage claims (the "Wage Portion"). The Wage Portions are subject to tax  
25 withholding and will be reported on an IRS W-2 Form. The 80% of each  
26 Participating Class Member's Individual Class Payment will be allocated to  
27 settlement of claims for interest and penalties (the "Non-Wage Portion"). The  
28 Non-Wage Portions are not subject to wage withholdings and will be reported

1 on IRS 1099 Forms. Participating Class Members assume full responsibility  
2 and liability for any employee taxes owed on their Individual Class Payment.

3 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
4 Class Payments. Non-Participating Class Members will not receive any  
5 Individual Class Payments. The Administrator will retain amounts equal to  
6 their Individual Class Payments in the Net Settlement Amount for distribution  
7 to Participating Class Members on a pro rata basis.

8 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
9 \$65,500.00 to be paid from the Gross Settlement Amount, with 75% (\$49,125.00)  
10 allocated to the LWDA PAGA Payment and 25% (\$16,375.00) allocated to the  
11 Individual PAGA Payments.

12 3.2.5.1. The Administrator will calculate each Individual PAGA  
13 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share  
14 of PAGA Penalties \$16,375.00 by the total number of PAGA Period Pay  
15 Periods worked by all Aggrieved Employees during the PAGA Period and (b)  
16 multiplying the result by each Aggrieved Employee's PAGA Period Pay  
17 Periods. Aggrieved Employees assume full responsibility and liability for any  
18 taxes owed on their Individual PAGA Payment.

19 3.2.5.2. If the Court approves PAGA Penalties of less than the  
20 amount requested, the Administrator will allocate the remainder to the Net  
21 Settlement Amount. The Administrator will report the Individual PAGA  
22 Payments on IRS 1099 Forms.

#### 23 **4. SETTLEMENT FUNDING AND PAYMENTS**

24 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records  
25 to date, Defendant estimates there are 146 Class Members who collectively worked a total of  
26 21,477 Workweeks, and 117 of Aggrieved Employees who worked a total of 6,067 PAGA Pay  
27 Periods.

28 4.2. Class Data. Not later than 14 days after full execution of this Agreement, Defendant will

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

11 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement  
12 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by  
13 transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the  
15 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,  
16 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
17 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
18 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,  
19 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment  
20 shall not precede disbursement of Individual Class Payments, and the Individual PAGA  
21 Payments.

22 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
23 Individual PAGA Payments and send them to the Class Members via First Class U.S.  
24 Mail, postage prepaid. The face of each check shall prominently state the date (not less  
25 than 180 days after the date of mailing) when the check will be voided. The  
26 Administrator will cancel all checks not cashed by the void date. The Administrator  
27 will send checks for Individual Settlement Payments to all Participating Class Members  
28 (including those for whom Class Notice was returned undelivered). The Administrator

1 will send checks for Individual PAGA Payments to all Aggrieved Employees including  
2 Non-Participating Class Members who qualify as Aggrieved Employees (including  
3 those for whom Class Notice was returned undelivered). The Administrator may send  
4 Participating Class Members a single check combining the Individual Class Payment  
5 and the Individual PAGA Payment. Before mailing any checks, the Settlement  
6 Administrator must update the recipients' mailing addresses using the National Change  
7 of Address Database.

8 4.4.2. The Administrator must conduct a Class Member Address Search for all other  
9 Class Members whose checks are returned undelivered without USPS forwarding  
10 address. Within 7 days of receiving a returned check the Administrator must re-mail  
11 checks to the USPS forwarding address provided or to an address ascertained through  
12 the Class Member Address Search. The Administrator need not take further steps to  
13 deliver checks to Class Members whose re-mailed checks are returned as undelivered.  
14 The Administrator shall promptly send a replacement check to any Class Member whose  
15 original check was lost or misplaced, requested by the Class Member prior to the void  
16 date.

17 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
18 PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
19 shall transmit the funds represented by such checks to the cy pres recipient, Greater  
20 Bakersfield Legal Assistance, for use in Kern County.

21 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
22 not obligate Defendant to confer any additional benefits or make any additional  
23 payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
24 specified in this Agreement.

## 25 **5. RELEASE OF CLAIMS**

26 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,  
27 and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all  
28 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,

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

2 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,  
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
4 and discharge Released Parties from all claims, transactions, or occurrences, including, but not  
5 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
6 contained, in the Operative Complaint, including all claims for and (b) all PAGA claims that  
7 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint  
8 and Plaintiff's PAGA Notice, including but not limited to Released Claims by Class Members  
9 (defined in paragraph 5.2 below), all of the Released Aggrieved Employee Claims (defined in  
10 paragraph 5.4 below), and any and all past, present, or future claims, demands, actions, causes of  
11 action, controversies, judgments, rights, counterclaims, obligations, liabilities, fees, debts, losses,  
12 setoffs, indemnities, third party actions, damages, penalties, costs, expenses, attorneys' fees, and  
13 lawsuits or suits of any kind or nature whatsoever, whether known or unknown, suspected or  
14 unsuspected, accrued or unaccrued, whether at law, equity, administrative, statutory or otherwise,  
15 and whether for legal or equitable relief, including commercial damages, lost profits, lost future  
16 opportunities, lost business, injunctive relief, or compensatory, punitive or any other kind of  
17 damages (including for attorneys' fees and/or costs), which Plaintiff ever had in the past,  
18 presently may have or which may hereafter accrue against Defendant or any of the other Released  
19 Parties, of every nature and description whatsoever, up to the date of the Effective Date of the  
20 Settlement Agreement. This general release of claims includes any and all known or unknown  
21 contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation,  
22 wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are  
23 releasable by law, arising out of, or in any way related to, Plaintiff's hire by Defendant, Plaintiff's  
24 employment with Defendant, the termination of Plaintiff's employment with Defendant, the  
25 treatment of Plaintiff by Defendant or any of the other Released Parties, Plaintiff's other dealings  
26 with Defendant and/or the other Released Parties, the claims that Plaintiff asserted or could have  
27 asserted in the Action and/or the Action, and including any and all claims which Plaintiff asserts  
28 or could assert at common law or under any statute, regulation, rule, order or law, whether

1 federal, state or local, or on any grounds whatsoever, including without limitation, any tort, any  
2 oral, written, or implied-in-fact contract by or between Plaintiff and Defendant or any of the other  
3 Released Parties, including any and all claims under the California Fair Employment and  
4 Housing Act, codified as Government Code §§ 12940, et. seq.; the Americans with Disabilities  
5 Act; Age Discrimination in Employment Act; the California Family Rights Act; the California  
6 Family Care and Medical Leave Act; the Federal Family and Medical Leave Act of 1993; Title  
7 VII of the Civil Rights Act of 1964; the Civil Rights Act of 1964; the Civil Rights Act of 1991;  
8 the Equal Pay Act; the Fair Credit Reporting Act; the California Consumer Privacy Act; the Fair  
9 Labor Standards Act; Occupational Safety and Health Act; the California and Federal WARN  
10 Act; the Unruh Civil Rights Act; the Rehabilitation Act of 1973; the Racketeer Influenced and  
11 Corrupt Organizations Act; the Financial Reform Recovery and Enforcement Act of 1989; the  
12 Employee Retirement Income Security Act of 1974; Section 1981 of Title 42 of the United States  
13 Code; Article 1 Section 8 of the California Constitution; California Civil Code Sections 1709-  
14 1710; California Labor Code including, but not limited to, Sections 132a, 200, 203, 226.7,  
15 1102.5, 1194, 1194.2, 1198.5, et seq.; the California Private Attorney General Act, Labor Code  
16 Sections 2698 et seq.; any applicable California Wage Order; California Business and  
17 Professions Code Sections 17200, et seq.; all including any amendments and their respective  
18 implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory,  
19 or otherwise) that may be legally waived and released including, but not limited to, any and all  
20 claims for discrimination, harassment, and/or retaliation on account of any disability, medical  
21 condition, perceived disability or medical condition, or membership in any other protected class;  
22 failure to maintain an environment free of harassment, discrimination and/or retaliation; failure  
23 to engage in the interactive process; failure to accommodate; wrongful termination in violation  
24 of public policy; wrongful termination; constructive termination; retaliation; assault; battery;  
25 defamation; invasion of privacy or other tort claims; failure to provide meal periods; failure to  
26 provide rest breaks; failure to pay overtime compensation; failure to pay minimum wages; failure  
27 to provide accurate and itemized wage statements; failure to pay wages due upon termination;  
28 waiting time penalties; unlawful business practices; claims for attorneys' fees, costs, and

1 penalties; claims for punitive damages, under California Civil Code Section 3294(a),(b); and any  
2 and all other claims arising before the Effective Date of the Settlement that were or could have  
3 been asserted in the Action or arising from or pertaining to Plaintiff's employment with  
4 Defendant, Plaintiff's hire by Defendant, the treatment of Plaintiff by Defendant and/or any of  
5 the other Released Parties, the termination of Plaintiff's employment with Defendant, the claims  
6 that Plaintiff asserted or could have asserted in the Action and/or the Action (collectively  
7 "Plaintiff's Released Claims" or "Released Claims by Plaintiff").

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

15 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For

16 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the  
17 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,  
18 which reads:

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

23 5.2. Release by Participating Class Members: For the duration of the Class Period, all  
24 Participating Class Members, on behalf of themselves and their respective former and present  
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
26 Released Parties from all claims that were alleged, or reasonably could have been alleged, based  
27 on the facts stated in the complaint filed in the Class Action, including, but not limited to any  
28 claims for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226, 558,

1 1194, 1197, 1197.1 and applicable IWC Wage Orders;; (b) failure to pay overtime wages  
2 pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194, 1197.1, 1198, and IWC Wage  
3 Orders;; (c) failure to timely pay all wages due and owing upon separation of employment and/or  
4 pay the required waiting time penalties pursuant to Labor Code §§ 201, 202, 203, and applicable  
5 IWC Wage Orders; (d) failure to provide meal periods and/or timely pay premium wages for  
6 non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197, and  
7 applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely pay premium wages  
8 for non-compliant rest breaks pursuant to Labor Code §§ 226.7 and 512, and applicable IWC  
9 Wage Orders; (f) failure to provide recovery periods and/or timely pay premium wages for non-  
10 compliant recovery periods pursuant to Labor Code § 226.7, California Code of Regulations,  
11 Title 8, Section 3395, and applicable IWC Wage Orders;; (g) failure to timely pay all wages  
12 pursuant to Labor Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC  
13 Wage Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§ 226,  
14 226.3, 247.5, 1174, 1174.5, and applicable IWC Wage Orders;; (i) failure to furnish accurate  
15 itemized wage statements pursuant to Labor Code §§ 226, 226.3, 1174.5, and applicable IWC  
16 Wage Orders, ; (j) failure to reimburse for business expenses or indemnify employee for  
17 necessary business expenditures pursuant to Labor Code § 2802, and applicable IWC Wage  
18 Orders; and (k) violation of California’s Unfair Competition Law, Business and Professions Code  
19 §§ 17200, et seq.

20 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not  
21 release any other claims, including claims for vested benefits, wrongful termination, violation of  
22 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
23 workers’ compensation, or claims based on facts occurring outside the Class Period.

24 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved  
25 Employees are deemed to release, on behalf of themselves and their respective former and present  
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
27 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been  
28 alleged, based on the facts stated in the PAGA Action and the PAGA Notice, all claims pursuant

1 to or under the Private Attorneys General Act (“PAGA”), codified in Labor Code §§ 2698, et  
2 seq., that were or could have been alleged in the Action based upon the allegations, facts, legal  
3 theories, or causes of action alleged in the PAGA Action, including, but not limited to claims for  
4 relief for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226, 558, 1194,  
5 1197, 1197.1 and applicable IWC Wage Orders;; (b) failure to pay overtime wages pursuant to  
6 Labor Code §§ 200, 203, 226, 510, 558, 860, 1194, 1197.1, 1198, and IWC Wage Orders;; (c)  
7 failure to timely pay all wages due and owing upon separation of employment and/or pay the  
8 required waiting time penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC  
9 Wage Orders; (d) failure to provide meal periods and/or timely pay premium wages for non-  
10 compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197, and applicable  
11 IWC Wage Orders; (e) failure to provide rest breaks and/or timely pay premium wages for non-  
12 compliant rest breaks pursuant to Labor Code §§ 226.7 and 512, and applicable IWC Wage  
13 Orders; (f) failure to provide recovery periods and/or timely pay premium wages for non-  
14 compliant recovery periods pursuant to Labor Code § 226.7, California Code of Regulations,  
15 Title 8, Section 3395, and applicable IWC Wage Orders;; (g) failure to timely pay all wages  
16 pursuant to Labor Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC  
17 Wage Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§ 226,  
18 226.3, 247.5, 1174, 1174.5, and applicable IWC Wage Orders;; (i) failure to furnish accurate  
19 itemized wage statements pursuant to Labor Code §§ 226, 226.3, 1174.5, and applicable IWC  
20 Wage Orders, ; (j) failure to reimburse for business expenses or indemnify employee for  
21 necessary business expenditures pursuant to Labor Code § 2802, and applicable IWC Wage  
22 Orders; and (k) violation of California’s Unfair Competition Law, Business and Professions Code  
23 §§ 17200, et seq.

24 **6. MOTION FOR PRELIMINARY APPROVAL**

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

28 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 7 days of full

1 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed  
2 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or  
3 potential conflicts of interest with the Administrator and Cy Pres Recipient.

4 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all  
5 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
6 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the  
7 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor  
8 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and  
9 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from  
10 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting  
11 to its willingness to serve; competency; operative procedures for protecting the security of Class  
12 Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
13 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
14 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
15 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve  
16 and disclosing all facts relevant to any actual or potential conflicts of interest with Class  
17 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to  
18 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA  
19 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative  
20 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,  
21 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class  
22 Members and the Administrator.

23 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
24 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full  
25 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
26 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary  
27 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the  
28 Administrator.

1 6.4. 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  
3 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
4 conferring, 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  
7 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the  
8 Court's concerns.

9 6.5. Class Certification. For settlement purposes only, the Parties stipulate to conditional class  
10 certification of the Class for the Class Period. This stipulation to certification is in no way an  
11 admission that class action certification is proper and shall not be admissible in this or in any  
12 other action except for the sole purposes of enforcing this Agreement. Should the Court fail to  
13 issue Final Approval for any reason, or if approval of the Settlement and Judgment is reserved,  
14 modified, or declared or rendered void, or if Defendant is in any way prevented or prohibited  
15 from obtaining a complete resolution of the claims as described herein, the conditional class  
16 certification (obtained for any purpose) shall be null and void ab initio and of no force and effect  
17 and shall have no bearing, but remains protected by California Evidence Code Section 1152 and  
18 shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or  
19 with respect to any issue, substantive or procedural, and all Parties to the Settlement shall stand  
20 in the same position, without prejudice, as if the Settlement had been neither entered into nor  
21 filed with the Court, and any order of judgment entered by the Court in furtherance of the  
22 Settlement shall be vitiated nunc pro tunc. Plaintiff expressly reserves his rights and declares  
23 that he will continue to pursue class certification and a trial should the Court fail to grant Final  
24 Approval, and Defendant expressly reserves its rights and declares that it will continue to object  
25 and oppose class certification should the Court fail to grant Final Approval. None of the Parties  
26 to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or  
27 arguments in the Action, including with respect to the issue of class certification should the Court  
28 fail to issue Final Approval for any reason, or if approval of the Settlement and Judgment is

1 reserved, modified, or declared or rendered void, or if Defendant is in any way prevented or  
2 prohibited from obtaining a complete resolution of the claims as described herein.  
3 Notwithstanding, the Parties agree to cooperate in addressing any Court concerns for purposes  
4 of approval of the Settlement, including, but not limited to, amendment of the Agreement as is  
5 mutually acceptable and agreed upon by the Parties.

6 6.6. Plaintiff and all Settlement Class Members will be bound by the release of all claims and  
7 causes of action falling within the definition of “Released Claims by Settlement Class Members”  
8 (as defined in above). The res judicata effect of the Court’s final approval order and judgment  
9 will be the same as that of the release. Further, Plaintiff and the Settlement Class Members will  
10 be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the  
11 Action are disputed, and that their Individual Settlement Payments constitute payment of all sums  
12 allegedly due to them under this Agreement. Plaintiff and the Settlement Class Members will be  
13 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not  
14 applicable to the Individual Settlement Payments. That Section provides in pertinent part as  
15 follows:

16 “An employer shall not require the execution of a release of a claim or right on  
17 account of wages due, or to become due, or made as an advance on wages to be earned,  
18 unless payment of those wages has been made.”

19 The Parties understand and specifically agree that the scope of the release described in  
20 this Section is a material part of the consideration for this Agreement; was critical in justifying  
21 the agreed upon economic value of this Settlement and without it Defendant would not have  
22 agreed to the consideration provided; and is narrowly drafted and necessary to ensure that  
23 Defendant is obtaining peace of mind regarding the resolution of claims that were or could have  
24 been alleged in the Action based on the facts, causes of action and legal theories asserted in the  
25 Action.

26 In addition, Plaintiff is forever barred and enjoined from instituting or accepting damages  
27 or obtaining relief against the Released Parties for any period covered by this Agreement, relating  
28 to claims that individual has released pursuant to Paragraphs 5.2 and 5.4 of this Settlement, and  
the Final Judgment in this matter shall reflect same

1 6.7 Nullification of Settlement Agreement. In the event: (a) the Court does not enter the  
2 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the  
3 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;  
4 (d) the Settlement does not become final for any other reason; (e) the Court should for any reason  
5 fail to approve this Agreement in the form agreed to by the Parties; (f) the Court fails or refuses  
6 to approve any material condition of this Settlement Agreement which effects a fundamental  
7 change of the Settlement Agreement; (g) the Court should for any reason fail to enter a judgment  
8 with prejudice of the Action; (h) the Court does not enter a Final Approval Order and Judgment  
9 as provided for herein that becomes final as a result of the occurrence of the Effective Date; (i)  
10 the Settlement does not become final for any other reason; or (j) the approval of the Settlement  
11 and judgment is reversed, modified, or declared or rendered void, this entire Settlement  
12 Agreement and conditional class certification shall be null and void and unenforceable as to all  
13 Parties herein at the option of any Party but remains protected by California Evidence Code  
14 Section 1152, and any order or judgment entered by the Court in furtherance of this Settlement  
15 shall be treated as void from the beginning, and neither the Class, conditional class certification,  
16 nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties  
17 to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been  
18 neither entered into nor filed with the Court, and any order of judgment entered by the Court in  
19 furtherance of the Settlement shall be vitiated *nunc pro tunc*. In such cases, the Parties and any  
20 funds to be awarded under this Settlement shall be returned to their respective statuses as of the  
21 date and time immediately prior to the execution of this Agreement, and the Parties shall proceed  
22 in all respects as if this Agreement had not been executed, except that any fees already incurred  
23 by the Settlement Administrator shall be paid by Defendant. Further, if the Settlement Agreement  
24 is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under  
25 the Settlement Agreement, including any obligation by Defendant to pay the Gross Settlement  
26 Amount, or any amounts that otherwise would have been owed under this Settlement Agreement  
27 except for the costs already incurred by the Settlement Administrator. In the event an appeal is  
28 filed from the Court's Final Approval Order and Judgment, or any other appellate review is

1 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or  
2 other appellate review, and any fees incurred by the Settlement Administrator prior to it being  
3 notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any  
4 other appellate review, shall be paid to the Settlement Administrator by the party or person that  
5 filed the appeal, within thirty (30) calendar days of said notification. Further, in the event that  
6 this Settlement Agreement is not preliminarily or finally approved by the Court; fails to become  
7 effective as set forth herein; voided; or is reversed, withdrawn or modified by the Court or in any  
8 way prevents or prohibits Defendant from obtaining a complete resolution of the claims as  
9 described herein: (1) this Settlement Agreement shall be void *ab initio* and of no force or effect,  
10 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose  
11 or with respect to any issue, substantive or procedural; (2) the conditional class certification  
12 (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be  
13 admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect  
14 to any issue, substantive or procedural; and (3) none of the Parties to this Settlement Agreement  
15 will be deemed to have waived any claims, objections, defenses or arguments in the Action,  
16 including with respect to the issue of class certification. Further, invalidation of any material  
17 portion of this Settlement Agreement shall invalidate this Settlement Agreement and the  
18 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining  
19 provisions of the Settlement are to remain in full force and effect. Notwithstanding, the Parties  
20 agree to cooperate in addressing any Court concerns for purposes of approval of the Settlement,  
21 including, but not limited to, amendment of the Agreement as is mutually acceptable and agreed  
22 upon by the Parties.

23 6.8 No Admission by Defendant. Defendant denies any and all claims alleged in this Action  
24 and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or  
25 admission and shall not be used against Defendant as an admission or indication with respect to  
26 any claim of any fault, concession, or omission by Defendant. This Settlement Agreement  
27 represents a compromise and settlement of disputed claims. Nothing in this Settlement  
28 Agreement is intended to or should be construed as an admission by Defendant that any of the

1 allegations in the Operative Complaint have merit or that Defendant has any liability for any  
2 claims asserted; nor should it be intended or construed as an admission by Plaintiff that  
3 Defendant's defenses in the Action have merit. The Settlement, this Settlement Agreement, and  
4 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in  
5 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement  
6 and this Settlement Agreement). To the contrary, Defendant denies each and every material factual  
7 allegation in the Action and all claims alleged therein. Defendant denies any and all liability and/or  
8 wrongdoing of any kind associated with the claims alleged by Plaintiff and denies all of the  
9 allegations, claims, and contentions alleged by Plaintiff in the Action, and has asserted numerous  
10 affirmative defenses. Defendant expressly denies all charges of wrongdoing or liability against it  
11 arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant  
12 further contends that, for any purpose other than settling this Action, the Action and the claims  
13 asserted therein, are not appropriate for class or representative action treatment. To this end, the  
14 Settlement, the negotiation and execution of this Settlement Agreement, and all acts performed or  
15 documents executed pursuant to or in furtherance of this Settlement Agreement or the Settlement  
16 are not, shall not be deemed to be, and may not be used as, an admission or evidence of any  
17 wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in  
18 the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an  
19 admission or evidence of any fault or omission on the part of Defendant in the Action or any civil,  
20 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.  
21 Further, this Settlement Agreement and any attached exhibits are settlement documents, and,  
22 pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any  
23 proceeding except in an action or proceeding to approve, interpret, or enforce this Settlement  
24 Agreement.

## 25 7. SETTLEMENT ADMINISTRATION

26 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the  
27 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this  
28 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for

1 payment of Administration Expenses. The Parties and their Counsel represent that they have no  
2 interest or relationship, financial or otherwise, with the Administrator other than a professional  
3 relationship arising out of prior experiences administering settlements.

4 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
5 Identification Number for purposes of calculating payroll tax withholdings and providing reports  
6 state and federal tax authorities.

7 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
8 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section  
9 468B-1.

10 7.4. Notice to Class Members

11 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
12 Administrator shall notify Class Counsel that the list has been received and state the  
13 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the  
14 Class Data.

15 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14  
16 days after receiving the Class Data, the Administrator will send to all Class Members  
17 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,  
18 the Class Notice with Spanish translation, substantially in the form attached to this  
19 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the  
20 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable  
21 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)  
22 used to calculate these amounts. Before mailing Class Notices, the Administrator shall  
23 update Class Member addresses using the National Change of Address database.

24 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
26 using any forwarding address provided by the USPS. If the USPS does not provide a  
27 forwarding address, the Administrator shall conduct a Class Member Address Search,  
28 and re-mail the Class Notice to the most current address obtained. The Administrator

1 has no obligation to make further attempts to locate or send Class Notice to Class  
2 Members whose Class Notice is returned by the USPS a second time.

3 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks  
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days  
5 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose  
6 notice is re-mailed. The Administrator will inform the Class Member of the extended  
7 deadline with the re-mailed Class Notice.

8 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
9 discovers any persons who believe they should have been included in the Class Data  
10 and should have received Class Notice, the Parties will expeditiously meet and confer,  
11 and in good faith, in an effort to agree on whether to include them as Class Members.  
12 If the Parties agree, such persons will be Class Members entitled to the same rights as  
13 other Class Members, and the Administrator will send, via email or overnight delivery,  
14 a Class Notice requiring them to exercise options under this Agreement not later than  
15 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which  
16 ever are later.

17 7.5. Requests for Exclusion (Opt-Outs).

18 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
19 must send the Administrator, by mail, a signed written Request for Exclusion not later  
20 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days  
21 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
22 from a Class Member or his/her representative that reasonably communicates the Class  
23 Member's election to be excluded from the Settlement and includes the Class Member's  
24 name, address and email address or telephone number. To be valid, a Request for  
25 Exclusion must be timely postmarked by the Response Deadline.

26 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
27 fails to contain all the information specified in the Class Notice. The Administrator  
28 shall accept any Request for Exclusion as valid if the Administrator can reasonably

1 ascertain the identity of the person as a Class Member and the Class Member's desire  
2 to be excluded. The Administrator's determination shall be final and not appealable or  
3 otherwise susceptible to challenge. If the Administrator has reason to question the  
4 authenticity of a Request for Exclusion, the Administrator may demand additional proof  
5 of the Class Member's identity. The Administrator's determination of authenticity shall  
6 be final and not appealable or otherwise susceptible to challenge.

7 7.5.3. Every Class Member who does not submit a timely and valid Request for  
8 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled  
9 to all benefits and bound by all terms and conditions of the Settlement, including the  
10 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,  
11 regardless whether the Participating Class Member actually receives the Class Notice  
12 or objects to the Settlement.

13 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
14 Non-Participating Class Member and shall not receive an Individual Class Payment or  
15 have the right to object to the class action components of the Settlement. Because future  
16 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-  
17 Participating Class Members who are Aggrieved Employees are deemed to release the  
18 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual  
19 PAGA Payment.

20 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after  
21 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
22 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods  
23 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge  
24 the allocation by communicating with the Administrator via mail. The Administrator must  
25 encourage the challenging Class Member to submit supporting documentation. In the absence  
26 of any contrary documentation, the Administrator is entitled to presume that the Workweeks  
27 contained in the Class Notice are correct so long as they are consistent with the Class Data. The  
28 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay

1 Periods shall be final and not appealable or otherwise susceptible to challenge. The  
2 Administrator shall promptly provide copies of all challenges to calculation of Workweeks  
3 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
4 the challenges.

5 7.7. Objections to Settlement

6 7.7.1. Only Participating Class Members may object to the class action components of  
7 the Settlement and/or this Agreement, including contesting the fairness of the  
8 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
9 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

10 7.7.2. Participating Class Members may send written objections to the Administrator, by  
11 mail. In the alternative, Participating Class Members may appear in Court (or hire an  
12 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.  
13 A Participating Class Member who elects to send a written objection to the  
14 Administrator must do so not later than 45 days after the Administrator's mailing of the  
15 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-  
16 mailed).

17 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
18 components of the Settlement.

19 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
20 performed or observed by the Administrator contained in this Agreement or otherwise.

21 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain  
22 and use an internet website to post information of interest to Class Members including  
23 the date, time and location for the Final Approval Hearing and copies of the Settlement  
24 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
25 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,  
26 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,  
27 the Final Approval and the Judgment. The Administrator will also maintain and monitor  
28 an email address and a toll-free telephone number to receive Class Member calls and

1 emails.

2 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
3 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
4 Not later than 5 days after the expiration of the deadline for submitting Requests for  
5 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel  
6 containing (a) the names and other identifying information of Class Members who have  
7 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and  
8 other identifying information of Class Members who have submitted invalid Requests  
9 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted  
10 (whether valid or invalid).

11 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
12 reports to Class Counsel and Defense Counsel that, among other things, tally the number  
13 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
14 Exclusion (whether valid or invalid) received, objections received, challenges to  
15 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
16 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The  
17 Weekly Reports must include provide the Administrator’s assessment of the validity of  
18 Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
19 received.

20 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
21 address and make final decisions consistent with the terms of this Agreement on all  
22 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The  
23 Administrator’s decision shall be final and not appealable or otherwise susceptible to  
24 challenge.

25 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file  
26 the Motion for Final Approval of the Settlement, the Administrator will provide to Class  
27 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its  
28 due diligence and compliance with all of its obligations under this Agreement,

1 including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
2 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total  
3 number of Requests for Exclusion from Settlement it received (both valid or invalid),  
4 the number of written objections and attach the Exclusion List. The Administrator will  
5 supplement its declaration as needed or requested by the Parties and/or the Court. Class  
6 Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

## 15 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

16 Based on its records, Defendant estimates that, as of the date of this Settlement  
17 Agreement, (1) there are 146 Class Members and 21,477 Total Workweeks during the Class  
18 Period and (2) there are 117 Aggrieved Employees who worked 6,067 Pay Periods during the  
19 PAGA Period.

20 8.1 Increase in Workweeks. Defendant represents that there are no more than 21,477  
21 Workweeks worked during the Class Period. In the event the number  
22 of Workweeks worked during the Class Period increases by more than 10%, or an  
23 additional 2,147 Workweeks, then either (1) the GFV shall be increased proportionally by  
24 the Workweeks worked in excess of 23,624 multiplied by the Workweek Value; or (2) at  
25 Defendant's election, the Class Period shall end on the date the number of workweeks reaches  
26 23,624. For purposes of this paragraph, the Workweek Value shall be calculated by dividing the  
27 GSA by 21,477. The Parties agree that the Workweek Value equals  
28 \$30.50 per Workweek ( $\$655,000 / 21,477$  Workweeks). Thus, for example, in the event

1 Defendant elects option (1) stated above, and should there be 24,000 Workweeks in the Class  
2 Period, then the GSA shall be increased by \$11,468 (24,000 Workweeks – 23,624  
3 Workweeks x \$30.50/Workweek). Defendant shall make its election no later than 7 business days  
4 after receiving sufficient information from the Administrator that the number of Workweeks has  
5 increased by more than 10%. Should Defendant fail to make its election within that timeframe,  
6 option (1) shall be presumed selected.

7 **9. MOTION FOR FINAL APPROVAL**

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

15 9.1. Response to Objections. Each Party retains the right to respond to any objection raised  
16 by a Participating Class Member, including the right to file responsive documents in Court no  
17 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted  
18 by the Court.

19 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
20 Approval on any material change to the Settlement (including, but not limited to, the scope of  
21 release to be granted by Class Members), the Parties will expeditiously work together in good  
22 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final  
23 Approval. The Court’s decision to award less than the amounts requested for the Class  
24 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
25 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for  
26 alleged wrongful termination, shall not constitute a material modification to the Agreement  
27 within the meaning of this paragraph.

28 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the

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

4 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
5 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
6 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
7 respective counsel, and all Participating Class Members who did not object to the Settlement as  
8 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
9 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
10 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver  
11 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the  
12 Parties' obligations to perform under this Agreement will be suspended until such time as the  
13 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect  
14 the amount of the Net Settlement Amount.

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

25 9.6. In the event that ten percent (10%) or more of the Class Members opt-out of the  
26 Settlement, Defendant has the right, but is not obligated, to elect to withdraw from the Settlement  
27 Agreement and nullify the Agreement. In order to exercise this option, Defendant must notify  
28 Class Counsel in writing within ten (10) business days of learning from the Administrator that

1 the number of opt-outs equals ten (10% or more). In such a case, the Parties and any funds to be  
2 awarded shall be returned to their respective statuses as of the date and time immediately prior  
3 the execution of the Agreement. Furthermore, should Defendant elect to withdraw, then it shall  
4 be responsible for any administration costs incurred through the date of withdrawal. The Parties  
5 agree that, if Defendant withdraws from the Settlement Agreement, (a) the Settlement Agreement  
6 shall be void ab initio and shall have no force or effect whatsoever, and shall not be admissible  
7 in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue,  
8 substantive or procedural; (b) the conditional class certification (obtained for any purpose) shall  
9 be void ab initio and of no force or effect, and shall not be admissible in any judicial,  
10 administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or  
11 procedural; (c) none of the Parties to this Settlement Agreement will be deemed to have waived  
12 any claims, objections, defenses or arguments in the Action, including with respect to the issue  
13 of class certification; and (d) neither Party will have any further obligation to perform under this  
14 Agreement. Class Counsel and Plaintiff agree not to oppose any application by Defendant and/or  
15 its Counsel that is consistent with this paragraph. The Parties and their counsel agree not to take  
16 any action to encourage any Class Members to submit a Request for Exclusion from and/or object  
17 to the Settlement. If the Settlement is voided on this basis, no payment will be made by Defendant  
18 to Plaintiff, any Class Member, any PAGA Member, nor Class Counsel, and all Parties and third  
19 parties referenced in this Agreement will bear their own costs, fees, and expenses associated with  
20 the Action.

21 **10. AMENDED JUDGMENT**

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

24 **11. ADDITIONAL PROVISIONS**

25 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
26 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
27 Nothing in this Agreement is intended or should be construed as an admission by Defendant that  
28 any of the allegations in the Operative Complaint have merit or that Defendant has any liability

1 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that  
2 Defendant's defenses in the Action have merit. The Parties agree that class certification and  
3 representative treatment is for purposes of this Settlement only. If, for any reason the Court does  
4 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to  
5 contest certification of any class for any reasons, and Defendant reserves all available defenses  
6 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any  
7 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and  
8 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in  
9 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement  
10 and this Agreement).

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

28 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and

1 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
2 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's  
3 ability to communicate with Class Members in accordance with Class Counsel's ethical  
4 obligations owed to Class Members.

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

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

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

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

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

1 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
2 modified, changed, or waived only by an express written instrument signed or agreed to by all  
3 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly  
4 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any  
5 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any  
6 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on  
7 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of  
8 the use of signatures previously provided by the Parties.

9 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
10 the benefit of, the successors of each of the Parties.

11 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
12 governed by and interpreted according to the internal laws of the state of California, without  
13 regard to conflict of law principles.

14 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
15 this Agreement. This Agreement will not be construed against any Party on the basis that the  
16 Party was the drafter or participated in the drafting

17 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
18 during Action and in this Agreement relating to the confidentiality of information shall survive  
19 the execution of this Agreement

20 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code  
21 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant  
22 in connection with the mediation, other settlement negotiations, or in connection with the  
23 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not  
24 be used in any way that violates any existing contractual agreement, statute, or rule of court.

25 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall  
28 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

1 weekend or federal legal holiday, such date or deadline shall be on the first business day  
2 thereafter.

3 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
4 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall  
5 be accepted as an original. All executed counterparts and each of them will be deemed to be one  
6 and the same instrument if counsel for the Parties will exchange between themselves signed  
7 counterparts. Any executed counterpart will be admissible in evidence to prove the existence  
8 and contents of this Agreement.

9 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
10 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
11 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend  
12 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
13 process.

14 11.19. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,  
15 the Court shall retain jurisdiction with respect to the interpretation, implementation, and  
16 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in  
17 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the  
18 Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this  
19 Agreement and all orders and judgments entered in connection therewith. All terms of this  
20 Settlement Agreement are subject to approval by the Court.

21 11.20. Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for herein,  
22 each of the Parties shall bear his or its own attorney fees, costs, and expenses, taxable or  
23 otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement  
24 thereof from any other Party to this Settlement Agreement.

25 11.21. Invalidity of Any Provision. Before declaring any provision of this Settlement  
26 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest  
27 extent possible consistent with applicable precedents so as to define all provisions of this  
28 Agreement valid and enforceable.

1 11.22. Severability. In the event that one or more of the provisions contained in this Agreement  
2 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,  
3 illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel  
4 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing  
5 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
6 Agreement.

7 ///

8 **IT IS SO AGREED:**

9 Alejandro Hernandez 02/16/2026  
10 Plaintiff, Alejandro Hernandez  
11 For Defendant, MP Environmental Services Inc.

12  
13  
14  
15 **AGREED AS TO FORM ONLY:**


16 Vedang J. Patel  
17 David D. Bibiyan T. Scott Belden  
18 Vedang J. Patel Tyler D. Anthony  
19 Counsel for Plaintiff Counsel for Defendant

1 11.22. Severability. In the event that one or more of the provisions contained in this Agreement  
2 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,  
3 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel  
4 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing  
5 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
6 Agreement.

7 ///


8 **IT IS SO AGREED:**

9  
10 \_\_\_\_\_  
11 Plaintiff, Alejandro Hernandez

  
11 \_\_\_\_\_  
12 *Richard Turner*  
13 For Defendant, MP Environmental Services Inc.

14  
15 **AGREED AS TO FORM ONLY:**

16  
17 \_\_\_\_\_  
18 David D. Bibiyan  
19 Vedang J. Patel  
20 Counsel for Plaintiff

  
21 \_\_\_\_\_  
22 T. Scott Belden  
23 Tyler D. Anthony  
24 Counsel for Defendant

# **EXHIBIT A**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE  
FOR FINAL APPROVAL HEARING**

*Alejandro Hernandez v. MP Environmental Services Inc., et al.*  
(County of Kern, California Superior Court Case No. BCV-23-100247)

**As a current or former non-exempt, hourly-paid California employee of MP Environmental Services Inc. you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of defendant MP Environmental Services Inc. (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendant in California and classified as non-exempt, hourly-paid employees who worked for Defendant during the period from January 25, 2019, through July 2, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Alejandro Hernandez v. MP Environmental Services Inc., et al.*, pending in the Superior Court of California for the County of Kern, Case Number BCV-23-100247 (the “Lawsuit”), alleging causes of action against Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; and unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [REDACTED], the Kern County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit or which side should win or lose the lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from January 24, 2022 through the end of the Class Period. ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed a “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the Released

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

	PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration (“Apex”), about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308. You are not required to attend the Hearing, but you are welcome to do so.

**Why Am I Receiving This Notice?**

Defendant’s records show that you currently work, or previously worked, for Defendant, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

**What is This Case About?**

Alejandro Hernandez was hourly-paid, non-exempt employee of Defendant. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seek penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

## **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$655,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$6,490.00; (2) a service award to Plaintiff in the amount of \$7,500.00, for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$229,250.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$65,500.00, seventy-five percent (75%) or \$49,125.00, will be paid to the LWDA and twenty-five percent (25%), or \$16,375.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 21,477 Workweeks worked during the Class Period. In the event the number of Workweeks worked during the Class Period increases by more than 10%, or an additional 2,147 Workweeks, then either (1) the GFV shall be increased proportionally by the Workweeks worked in excess of 23,624 multiplied by the Workweek Value; or (2) at Defendant's election, the Class Period shall end on the date the number of workweeks reaches 23,624. For purposes of this paragraph, the Workweek Value shall be calculated by dividing the GSA by 21,477. The Parties agree that the Workweek Value equals \$30.50 per Workweek ( $\$655,000 / 21,477$  Workweeks). Thus, for example, in the event Defendant elects option (1) stated above, and should there be 24,000 Workweeks in the Class Period, then the GSA shall be increased by \$11,468 ( $24,000$  Workweeks –  $23,624$  Workweeks x  $\$30.50$ /Workweek). Defendant shall make its election no later than 7 business days after receiving sufficient information from the Administrator that the number of Workweeks has increased by more than 10%. Should Defendant fail to make its election within that timeframe, option (1) shall be presumed selected.

## **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is:  $(\text{Net Settlement Amount} \div \text{total Settlement Class Eligible Workweeks}) \times \text{Individual's Eligible Workweeks}$ . In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$16,375.00 allocated to Aggrieved Employee as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [REDACTED] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [REDACTED] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [REDACTED] and your estimated payment as an Aggrieved Employee would be [REDACTED]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [REDACTED]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

**Questions? Contact the Settlement Administrator toll free at [REDACTED]**

## Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the cy pres recipient, Greater Bakersfield Legal Assistance, for use in Kern County.

## Your Options Under the Settlement

### **Option 1 – Do Nothing and Receive Your Payment**

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

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

For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the complaint filed in the Class Action, including, but not limited to any claims for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226, 558, 1194, 1197, 1197.1 and applicable IWC Wage Orders; (b) failure to pay overtime wages pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194, 1197.1, 1198, and IWC Wage Orders; (c) failure to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC Wage Orders; (d) failure to provide meal periods and/or timely pay premium wages for non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197, and applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely pay premium wages for non-compliant rest breaks pursuant to Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders; (f) failure to provide recovery periods and/or timely pay premium wages for non-compliant recovery periods pursuant to Labor Code § 226.7, California Code of Regulations, Title 8, Section 3395, and applicable IWC Wage Orders; (g) failure to timely pay all wages pursuant to Labor Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC Wage Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§ 226, 226.3, 247.5, 1174, 1174.5, and applicable

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IWC Wage Orders,; (i) failure to furnish accurate itemized wage statements pursuant to Labor Code §§ 226, 226.3, 1174.5, and applicable IWC Wage Orders, ; (j) failure to reimburse for business expenses or indemnify employee for necessary business expenditures pursuant to Labor Code § 2802, and applicable IWC Wage Orders; and (k) violation of California’s Unfair Competition Law, Business and Professions Code §§ 17200, et seq. (“Released Class Claims”).

For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Action and the PAGA Notice, all claims pursuant to or under the Private Attorneys General Act (“PAGA”), codified in Labor Code §§ 2698, et seq., that were or could have been alleged in the Action based upon the allegations, facts, legal theories, or causes of action alleged in the PAGA Action, including, but not limited to claims for relief for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226, 558, 1194, 1197, 1197.1 and applicable IWC Wage Orders,; (b) failure to pay overtime wages pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194, 1197.1, 1198, and IWC Wage Orders,; (c) failure to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC Wage Orders; (d) failure to provide meal periods and/or timely pay premium wages for non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197, and applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely pay premium wages for non-compliant rest breaks pursuant to Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders; (f) failure to provide recovery periods and/or timely pay premium wages for non-compliant recovery periods pursuant to Labor Code § 226.7, California Code of Regulations, Title 8, Section 3395, and applicable IWC Wage Orders,; (g) failure to timely pay all wages pursuant to Labor Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC Wage Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§ 226, 226.3, 247.5, 1174, 1174.5, and applicable IWC Wage Orders,; (i) failure to furnish accurate itemized wage statements pursuant to Labor Code §§ 226, 226.3, 1174.5, and applicable IWC Wage Orders, ; (j) failure to reimburse for business expenses or indemnify employee for necessary business expenditures pursuant to Labor Code § 2802, and applicable IWC Wage Orders; and (k) violation of California’s Unfair Competition Law, Business and Professions Code §§ 17200, et seq. (“Released PAGA Claims”).

“Released Parties” means Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Apex Class Action Administration  
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

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The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

### **Option 3 – *Submit an Objection to the Settlement***

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.kern.courts.ca.gov/online-services/remote-hearings>. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER], Class Counsel, or Defendant's Counsel, whose information appears below:

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**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.kern.courts.ca.gov>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, OR THE JUDGE WITH INQUIRIES.**

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**