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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF FRESNO**

18  
19  
20 DAISY RAMIREZ, an individual, on behalf  
of herself and others similarly situated,

21 Plaintiff,

22 vs.

23 BEHAVIORAL INTERVENTION  
ASSOCIATION, a California corporation,  
24 and DOES 1 through 50, inclusive,

25 Defendants.

Case No. 24CECG01917

CLASS ACTION

Assigned for all purposes to:

Hon. D. Tyler Tharpe

Dept.: 501

**CLASS ACTION AND PAGA SETTLEMENT  
AGREEMENT**

26 Class Complaint filed: May 3, 2024

27 First Amended Complaint: July 09, 2024

Trial Date: Not set

1 This "Class Action and PAGA Settlement Agreement" ("Agreement") is made by and  
2 between plaintiff Daisy Ramirez ("Plaintiff") and Behavioral Intervention Association  
3 ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "the Parties," or  
4 individually as "Party."

5 **A. DEFINITIONS.**

6 1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against  
7 Defendant captioned *Daisy Ramirez v. Behavioral Intervention Association*, case number  
8 24CECG01917, filed on May 03, 2024, and the First Amended Complaint thereto adding a PAGA  
9 cause of action filed on July 09, 2024, in Fresno County Superior Court.

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

12 3. "Administration Costs" means the amount the Administrator will be paid from the  
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the  
14 Administrator's "not to exceed" bid the parties have received from Apex for \$9,950.00.

15 4. "Aggrieved Employee" means all non-exempt hourly employees employed by  
16 Defendant in California during the PAGA Period (i.e. the period from May 3, 2023, through June  
17 22, 2025).

18 5. "Class" means all non-exempt, hourly individuals that worked for Defendant in  
19 California during the Class Period (i.e. the period from May 3, 2020, through June 22, 2025).

20 6. "Class Counsel" means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J.  
21 Kim, Marta Manus, and the other attorneys of D.Law, Inc.

22 7. "Class Counsel Fees Payment" means an award of attorneys' fees granted to Class  
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request  
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$163,333.33.

25 8. "Class Counsel Litigation Expenses Payment" means the amount allocated from the  
26 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs  
27 incurred in the Action, not to exceed \$30,000.00. If Class Counsel Litigation Expenses Payment is  
28 less than \$30,000.00, the difference will remain in the Net Settlement Amount to be distributed to

1 the Class Members.

2 9. "Class Data" means Class Member identifying information in Defendant's possession  
3 including the Class Member's name, last-known mailing address, email address, telephone number,  
4 Social Security number, Workweek data, and PAGA Pay Period data.

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

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

12 12. "Class Notice" means the Court approved "Notice of Class Action and PAGA  
13 Settlement" to be mailed to Class Members and incorporated by reference into this Agreement as  
14 Exhibit "A."

15 13. "Class Period" means the period from May 3, 2020, through June 22, 2025.

16 14. "Class Representative" means the named Plaintiff Daisy Ramirez, in the Action  
17 seeking Court approval to serve as a Class representative.

18 15. "Class Representative Enhancement Award" means the payment to the Class  
19 Representative for initiating the Action and providing services in support of the Action, and  
20 Defendant agreed not to object to a requested Class Representative Enhancement Award of up to  
21 \$10,000.00 subject to Court approval.

22 16. "Court" means the Superior Court of California, County of Fresno.

23 17. "Defendant" means named Defendant Behavioral Intervention Association.

24 18. "Defense Counsel" means Kathleen Carter, Jeffrey R. Gillette and the other attorneys  
25 of Messner Reeves LLP.

26 19. "Effective Date" means the date by which all the following have occurred: (a) the Court  
27 enters Judgment upon Final Approval and (b) the Judgment is final. The judgment is final as of the  
28 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,

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

5 20. "Final Approval" means the Court's order granting final approval of the Settlement.

6 21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval  
7 of the Settlement.

8 22. "Gross Settlement Amount" means Four Hundred Ninety Thousand and No Cents  
9 (\$490,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as  
10 provided in Paragraph H below.

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

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

17 25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

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

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

1           30. “Operative Complaint” means the operative “First Amended Complaint” filed in the  
2 Action on July 09, 2024.

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

5           32. “PAGA Period” means the period from May 3, 2023, through June 22, 2025.

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

7           34. “PAGA Notice” means Plaintiff’s May 03, 2024, letter to LWDA (LWDA Case No.  
8 LWDA-CM-1026106-24) and the Defendant providing notice pursuant to Labor Code section  
9 2699.3, subd.(a).

10          35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the  
11 Gross Settlement Amount (\$40,000.00), allocated 25% to the Aggrieved Employees (\$10,000.00)  
12 and 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

13          36. “Participating Class Member” means a Class Member who does not submit a valid and  
14 timely Request for Exclusion from the Class portion of the Settlement.

15          37. “Plaintiff” means Daisy Ramirez, the named plaintiff in the Action.

16          38. “Preliminary Approval” means the Court’s order granting preliminary approval of the  
17 Settlement.

18          39. “Release Effective Date” means the date upon which Defendant fully funds the entire  
19 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
20 Individual Class Payments.

21          40. “Released Class Claims” means the class claims being released on the Release  
22 Effective Date and as described in Paragraph 66 below.

23          41. “Released PAGA Claims” means the PAGA claims being released on the Release  
24 Effective Date as described in Paragraph 67 below.

25          42. “Released Parties” means: Defendant and all of Defendant’s former and present  
26 officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers,  
27 predecessors, successors, owners, and assigns.

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

1 be excluded from the Class portion of the Settlement signed by the Class Member.

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

9 45. "Settlement" means the disposition of the Action effected by this Agreement and the  
10 Judgment.

11 46. "Workweek" means any week during which a Class Member worked for Defendant  
12 for at least a portion of one day, during the Class Period.

13 **B. RECITALS.**

14 47. On May 03, 2024, Plaintiff commenced the Action by filing a complaint alleging  
15 causes of action against Defendant for (1) failure to pay minimum wages for all hours worked, (2)  
16 failure to pay wages and overtime in violation of Labor Code § 510, (3) failure to provide meal  
17 periods in violation of Labor Code § 226.7, (4) failure to provide rest periods in violation of Labor  
18 Code § 226.7, (5) failure to pay reporting time under 8 CCR § 11090(5), (6) violation of Labor Code  
19 §§ 226(a) and 226.2, (7) violation of Labor Code § 221, (8) violation of Labor Code § 204, (9)  
20 violation of Labor Code § 203, (10) failure to maintain records required under Labor Code §§ 1174,  
21 1174.5, (11) failure to reimburse necessary business expenses under Labor Code § 2802, and (12)  
22 violation of Business & Professions Code § 17200 *et seq.* On May 3, 2024, and pursuant to Labor  
23 Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff  
24 intended to proceed with a representative action under PAGA (LWDA-CM-1026106-24). On July  
25 09, 2024, after the 65-day statutory period passed, Plaintiff filed her First Amended Complaint  
26 (Operative Complaint), which added claims for penalties under PAGA, Labor Code §2698.

27 48. Defendant denies the allegations in the Operative Complaint, denies any failure to  
28 comply with the laws identified in the Operative Complaint, and denies any and all liability for the

1 causes of action alleged.

2 49. On March 24, 2025, the Parties participated in a mediation presided over by respected  
3 wage and hour mediator Louis Marlin and were able to reach an agreement on general settlement  
4 terms.

5 50. In advance of mediation, Class Counsel conducted a thorough investigation into the  
6 facts of, and applicable law to, the Action. Class Counsel provided Defense Counsel with a  
7 comprehensive listing of informal discovery items required to constructively mediate. Defendant  
8 responded by producing a class list for current and former employees, timekeeping records and payroll records  
9 files for active and terminated employees, several handbooks, and Plaintiff's personnel file. The  
10 timekeeping and corresponding payroll records produced were for 100% of the Class Members and  
11 spanned from May 3, 2020, through November 29, 2024. Prior to mediation, Plaintiff therefore  
12 obtained and analyzed the production of payroll data for Class Members and the necessary policy  
13 documents through informal discovery to properly evaluate the strengths and weaknesses of the  
14 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to  
15 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th  
16 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)  
17 ("*Dunk/Kullar*").

18 51. The Court has not granted class certification and the Parties are stipulating to  
19 conditional class certification for Settlement purposes only.

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

23 **C. MONETARY TERMS.**

24 53. Gross Settlement Amount. Except as otherwise provided by Paragraph H below,  
25 Defendant will pay Four Hundred Ninety Thousand and No Cents (\$490,000.00) to fully settle,  
26 resolve, and extinguish all claims asserted in the Action, including without limitation all claims  
27 asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not  
28 include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which

1 Defendant will pay separately.

2       54. Schedule for Payment of the Gross Settlement Amount: Defendant shall fund the Gross  
3 Settlement Amount, plus Defendant's share of payroll taxes, through the payment of a first  
4 installment of Two Hundred Forty Five Thousand Dollars (\$245,000.00) fourteen (14) days after the  
5 Effective Date and the payment of a second installment of Two Hundred Forty Five Thousand  
6 Dollars (\$245,000.00) plus the separate employee payroll taxes, by 180 days after the first payment.  
7 This is a non-reversionary funding in which Defendant is required to pay the entire Gross Settlement  
8 Amount. No portion of the Gross Settlement Amount will revert to Defendant. Defendant is  
9 separately and solely responsible for any employer payroll taxes owed as a result of this Agreement.  
10 Defendant will deposit the two funding installments into the Qualified Settlement Fund established  
11 by the Settlement Administrator.

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

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

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

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

9       56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the  
10 Gross Settlement Amount, that is up to \$163,333.33, and a Class Counsel Litigation Expenses  
11 Payment for actual costs, not to exceed \$30,000.00. Defendant will not oppose requests for these  
12 payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment  
13 and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the  
14 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel  
15 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,  
16 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to  
17 Participating Class Members. Released Parties shall have no liability to Class Counsel or any other  
18 Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class  
19 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment  
20 and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel  
21 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the  
22 Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies  
23 Defendant, from any dispute or controversy regarding any division or sharing of any of these  
24 payments.

25       56.3 To the Administrator: An Administration Costs payment not to exceed \$9,950.00  
26 except for a showing of good cause and as approved by the Court. To the extent the Administration  
27 Costs are less, or the Court approves payment of less than \$9,950.00, the Administrator will retain  
28 the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

1           56.4 To Each Participating Class Member: An Individual Class Payment is calculated by  
2 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all  
3 Participating Class Members during the Class Period, and (b) multiplying the result by each  
4 individual Participating Class Member's Workweeks.

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

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

16           56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
17 \$40,000.00 (Forty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%  
18 (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the  
19 Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

20           56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing  
21 the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$10,000.00 by the total  
22 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and  
23 (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved  
24 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA  
25 Payment.

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

1 1099 Forms.

2 **D. SETTLEMENT FUNDING AND PAYMENTS.**

3 57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data  
4 gathered through mediation, it is estimated there were 731 Class Members who collectively worked  
5 a total of 28,022 Workweeks from May 3, 2020, through March 24, 2025, and 411 Aggrieved  
6 Employees who worked a total of 5,691 PAGA Pay Periods from May 3, 2023, through March 24,  
7 2025.

8 58. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval  
9 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a  
10 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must  
11 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and  
12 for no other purpose, and restrict access to the Class Data to Administrator employees who need  
13 access to the Class Data to effect and perform under this Agreement. Defendant has a continuing  
14 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member  
15 identifying information and to provide corrected or updated Class Data as soon as reasonably  
16 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the  
17 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to  
18 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

19 59. Payments from the Gross Settlement Amount. The monies to be distributed to  
20 Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be  
21 paid to them by the Administrator within 10 (ten) days following the receipt of the totality of the  
22 Gross Settlement Amount by the Settlement Administrator from Defendants.

23 60. The Administrator will issue checks for the Individual Class Payments and/or  
24 Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via  
25 First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the  
26 date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all  
27 checks not cashed by the Void Date. The Administrator will send checks for Individual Class  
28 Payments to all Participating Class Members (including those for whom the Class Notice was

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

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

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

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

22 **E. RELEASES OF CLAIMS.** On the Release Effective Date, Plaintiff, Class Members,  
23 and Aggrieved Employees will release claims against all Released Parties as follows:

24 64. Plaintiff's Release. Plaintiff and her respective former and present spouses,  
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
26 and discharge Released Parties from all claims, transactions, or occurrences, that occurred during  
27 the Class Period, including all claims that were, or reasonably could have been, alleged, based on  
28 the facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release").

1 Plaintiff's Release does not extend to any claims under the Fair Employment and Housing Act,  
2 California Family Rights Act, wrongful termination in violation of public policy, or related claims.  
3 Plaintiff's Release also does not extend to any claims or actions to enforce this Agreement, or to any  
4 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,  
5 workers' compensation benefits that arose at any time, or based on occurrences outside the Class  
6 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition  
7 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
8 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or  
9 additional facts or Plaintiff's discovery of them.

10 65. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes  
11 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,  
12 if any, of section 1542 of the California Civil Code, which reads:

13 *A general release does not extend to claims that the creditor or releasing party does*  
14 *not know or suspect to exist in his or her favor at the time of executing the release, and*  
15 *that, if known by him or her, would have materially affected his or her settlement with*  
16 *the debtor or released party.*

17 66. Release by Participating Class Members: All Participating Class Members, on behalf  
18 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
19 administrators, successors, and assigns, release the Released Parties from all claims that were alleged  
20 in the Operative Complaint, or that reasonably could have been alleged, based upon the facts stated  
21 in the Operative Complaint, including any and all claims involving: (1) failure to pay minimum  
22 wages for all hours worked, (2) failure to pay wages and overtime in violation of Labor Code § 510,  
23 (3) failure to provide meal periods in violation of Labor Code § 226.7, (4) failure to provide rest  
24 periods in violation of Labor Code § 226.7, (5) failure to pay reporting time under 8 CCR § 11090(5),  
25 (6) violation of Labor Code §§ 226(a) and 226.2, (7) violation of Labor Code § 221, (8) violation of  
26 Labor Code § 204, (9) violation of Labor Code § 203, (10) failure to maintain records required under  
27 Labor Code §§ 1174, 1174.5, (11) failure to reimburse necessary business expenses under Labor  
28 Code § 2802, and (12) violation of Business & Professions Code § 17200 *et seq.* (collectively, the

1 “Released Class Claims”). The Released Class Claims apply to claims arising during the Class  
2 Period. Except as set forth in Paragraph 67 of this Agreement, Participating Class Members do not  
3 release any other claims, including claims for vested benefits, wrongful termination, violation of the  
4 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’  
5 compensation, or claims based on facts occurring outside the Class Period.

6 67. Release by Aggrieved Employees: All Aggrieved Employees, including Non-  
7 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of  
8 themselves and their respective former and present representatives, agents, attorneys, heirs,  
9 administrators, successors, and assigns, the Released Parties from all PAGA claims that were  
10 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint  
11 and the PAGA Notice, including PAGA claims premised upon: (1) failure to pay minimum wages  
12 for all hours worked, (2) failure to pay wages and overtime in violation of Labor Code § 510, (3)  
13 failure to provide meal periods in violation of Labor Code § 226.7, (4) failure to provide rest periods  
14 in violation of Labor Code § 226.7, (5) failure to pay reporting time under 8 CCR § 11090(5), (6)  
15 violation of Labor Code §§ 226(a) and 226.2, (7) violation of Labor Code § 221, (8) violation of  
16 Labor Code § 204, (9) violation of Labor Code § 203, (10) failure to maintain records required under  
17 Labor Code §§ 1174, 1174.5, (11) failure to reimburse necessary business expenses under Labor  
18 Code § 2802, and (12) violation of Labor Code § 2698 et seq. (“Released PAGA Claims”). The  
19 Released PAGA Claims apply to claims arising during the PAGA Period.

20 68. Release Effective Date: As of the Release Effective Date, as defined above, all  
21 Participating Class Members will release the Released Parties from the Released Class Claims and  
22 all Aggrieved Employees will release the Released Parties from the Released PAGA Claims.

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

25 69. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval.  
26 Defendant may file a statement of non-opposition in support of preliminary approval to be filed with  
27 or after the Motion for Preliminary Approval documents.

28 70. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining

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

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

25       72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
26 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
27 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by  
28 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary

1 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
2 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting  
3 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the  
4 Court's concerns.

5 **G. SETTLEMENT ADMINISTRATION.**

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

12 74. Employer Identification Number. The Administrator shall have and use its own  
13 employer identification number for purposes of calculating payroll tax withholdings and providing  
14 reports to state and federal tax authorities.

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

21 76. Notice to Class Members.

22 76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator  
23 shall notify Class Counsel and Defense Counsel that the list has been received and state the number  
24 of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

25 76.2 Using its best efforts to perform as soon as possible, and in no event later than 14  
26 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members  
27 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class  
28 Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class

1 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or  
2 Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the  
3 number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing  
4 Class Notice, the Administrator shall update Class Member addresses using the National Change of  
5 Address Database.

6 76.3 Not later than five (5) calendar days after the Administrator's receipt of any Class  
7 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using  
8 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,  
9 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to  
10 the most current address obtained. The Administrator has no obligation to make further attempts to  
11 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second  
12 time.

13 76.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or  
14 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)  
15 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members  
16 whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline  
17 with the re-mailed Class Notice.

18 76.5 If the Administrator, Defendant, Defense Counsel or Class Counsel is contacted by or  
19 otherwise discovers any persons who believe they should have been included in the Class Data and  
20 should have received Class Notice, the Parties will expeditiously meet and confer in person or by  
21 telephone, and in good faith in an effort to agree on whether to include them as Class Members. If  
22 the Parties agree, such persons will be Class Members entitled to the same rights as other Class  
23 Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring  
24 them to exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class  
25 Notice, or the deadline dates in the Class Notice, whichever are later.

26 77. Requests for Exclusion (Opt-Outs).

27 77.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the  
28 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

1 Exclusion not later than 60 (sixty) days after the Administrator mails the Class Notice (plus an  
2 additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for  
3 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates  
4 the Class Member's election to be excluded from the Class portion of the Settlement and includes  
5 the Class Member's name, address and email address or telephone number. To be valid, a Request  
6 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7 77.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to  
8 contain all the information specified in the Class Notice. The Administrator shall accept any Request  
9 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a  
10 Class Member and the Class Member's desire to be excluded. The Administrator's determination  
11 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has  
12 reason to question the authenticity of a Request for Exclusion, the Administrator may demand  
13 additional proof of the Class Member's identity. The Administrator's determination of authenticity  
14 shall be final and not appealable or otherwise susceptible to challenge.

15 77.3 Every Class Member who does not submit a timely and valid Request for Exclusion is  
16 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound  
17 by all terms and conditions of the Settlement, including the Participating Class Members' release  
18 under Paragraph 66 of this Agreement, regardless of whether the Participating Class Member  
19 actually receives the Class Notice or objects to the Settlement.

20 77.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-  
21 Participating Class Member and shall not receive an Individual Class Payment or have the right to  
22 object to the class action components of the Settlement. Because future PAGA claims are subject to  
23 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved  
24 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this  
25 Agreement and are eligible for an Individual PAGA Payment.

26 78. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)  
27 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class  
28 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA

1 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge  
2 the allocation by communicating with the Administrator via fax, email or mail. The Administrator  
3 must encourage the challenging Class Member to submit supporting documentation. In the absence  
4 of any contrary documentation, the Administrator is entitled to presume that the Workweeks and  
5 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the  
6 Class Data. The Administrator's determination of each Class Member's allocation of Workweeks  
7 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.  
8 The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks  
9 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's  
10 determination of the challenges.

11 79. Objections to Settlement.

12 79.1 Only Participating Class Members may object to the class action components of the  
13 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
14 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
15 and/or Class Representative Enhancement Award.

16 79.2 Participating Class Members may send written objections to the Administrator, by fax,  
17 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an  
18 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
19 Participating Class Member who elects to send a written objection to the Administrator must do so  
20 not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional  
21 fourteen (14) days for Class Members whose Class Notice was re-mailed).

22 79.3 Non-Participating Class Members have no right to object to any of the class action  
23 components of the Settlement.

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

26 80.1 Website, Email Address and Toll-Free Number. The Administrator will establish,  
27 maintain and use an internet website to post information of interest to Class Members including the  
28 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for

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

6       80.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than  
8 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the  
9 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and  
10 other identifying information of Class Members who have timely submitted valid Requests for  
11 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members  
12 who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion  
13 submitted (whether valid or invalid).

14       80.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
15 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices  
16 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or  
17 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received  
18 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments  
19 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity  
20 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

21       80.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority  
22 to address and make final decisions consistent with the terms of this Agreement on all Class Member  
23 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s  
24 decision shall be final and not appealable or otherwise susceptible to challenge.

25       80.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by which  
26 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class  
27 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due  
28 diligence and compliance with all of its obligations under this Agreement, including, but not limited

1 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class  
2 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received  
3 (both valid or invalid), the number of written objections and attach the Exclusion List. The  
4 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.  
5 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6       80.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator  
7 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
8 and Defense Counsel with a final report detailing its disbursements by employee identification  
9 number only of all payments made under this Agreement. At least 15 (fifteen) days before any  
10 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
11 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments  
12 required under this Agreement. Class Counsel is responsible for filing the Administrator's  
13 declaration in Court.

14       **H. CLASS SIZE ESTIMATES/ESCALATOR CLAUSE.** Based on data gathered  
15 through the March 24, 2025, mediation, it is estimated that there are 731 Class Members who  
16 collectively worked a total of 28,022 Workweeks from May 3, 2020, through March 24, 2025. If it  
17 is determined that the total number of Workweeks is greater than 30,824 as of Preliminary Approval  
18 (i.e. a 10% increase or more than 28,022 workweeks), the Gross Settlement Amount will be  
19 increased by the same number of percentage points above 10% by which the actual number of  
20 Workweeks exceeds 30,824. If this provision is triggered so as to increase the Gross Settlement  
21 Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys'  
22 fees will increase proportionally such that the total amount of attorneys' fees remains one third of  
23 the Gross Settlement Amount after the upward adjustment required by this provision is implemented.  
24 Alternatively, Defendant may elect to shorten the Class Period to stay within the ten percent (10%)  
25 cushion, i.e., 30,824 Workweeks.

26       **I. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for  
27 Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class  
28 Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties

1 agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect  
2 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;  
3 provided, however, Defendant will remain responsible for paying all Administration Costs incurred  
4 to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later  
5 than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late  
6 elections will have no effect.

7 **J. MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before  
8 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file  
9 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the  
10 PAGA portion of the Settlement under Labor Code section 2699, subd. (I); a proposed Final  
11 Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

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

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

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

28 84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

1 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
2 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
3 counsel, and all Participating Class Members who did not object to the Settlement as provided in  
4 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment  
5 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,  
6 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to  
7 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations  
8 to perform under this Agreement will be suspended until such time as the appeal is finally resolved  
9 and the Judgment becomes final.

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

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

23 **L. ADDITIONAL PROVISIONS.**

24 86. No Admission of Liability, Class Certification or Representative Manageability for  
25 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.  
26 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any  
27 of the allegations in the Operative Complaint has merit or that Defendant has any liability for any  
28 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's

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

9       87. No Public Comment. The Parties and their counsel agree that they will not issue any  
10 press releases, initiate any contact with the press, respond to any press inquiry, or have any  
11 communication with the press about the fact, amount or terms of the Settlement or Agreement. Class  
12 Counsel further agrees not to use the Settlement, Agreement or any of the Agreement's terms for  
13 any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including  
14 publicly available information regarding this Settlement and Agreement in future judicial  
15 submissions regarding Class Counsel's qualifications and experience. This paragraph does not  
16 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's  
17 ethical obligations owed to Class Members.

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

23       89. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
24 together with its attached exhibits shall constitute the entire agreement between the Parties relating  
25 to the Settlement, superseding any and all oral representations, warranties, covenants, or  
26 inducements made to or by any Party.

27       90. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its  
2 terms, and to execute any other documents reasonably required to effectuate the terms of this  
3 Agreement including any amendments to this Agreement.

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

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

15 93. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part  
18 10, as amended) or otherwise.

19 94. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
20 modified, changed, or waived only by an express written instrument signed by all Parties or their  
21 representatives, and approved by the Court.

22 95. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
23 the benefit of, the successors of each of the Parties.

24 96. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
25 governed by and interpreted according to the internal laws of the State of California, without regard  
26 to conflict of law principles.

27 97. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
28 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party

1 was the drafter or participated in the drafting.

2 98. Confidentiality. To the extent permitted by law, all agreements made, and orders  
3 entered during Action and in this Agreement relating to the confidentiality of information shall  
4 survive the execution of this Agreement.

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

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

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

14 To Plaintiff:

15 **D.LAW, INC.**  
16 David Yeremian  
[d.yeremian@d.law](mailto:d.yeremian@d.law)  
17 Alvin B. Lindsay  
[a.lindsay@d.law](mailto:a.lindsay@d.law)  
18 Enoch J. Kim  
[e.kim@d.law](mailto:e.kim@d.law)  
19 Marta Manus  
[m.manus@d.law](mailto:m.manus@d.law)  
20 450 N. Brand Blvd., Suite 840  
21 Glendale, CA 91203  
Telephone: (818) 962-6465  
Facsimile: (818) 962-6469

22 To Defendant:

23 **MESSNER REEVES LLP**  
24 Kathleen Carter (SBN 157790)  
[Kcarter@messner.com](mailto:Kcarter@messner.com)  
25 Jeffrey R. Gillette (SBN 123346)  
[JGillette@messner.com](mailto:JGillette@messner.com)  
26 611 Anton Blvd., Ste 450  
27 Costa Mesa, CA 92626  
Telephone: (949) 612-9128  
28 Facsimile: (949) 438-2304

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

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

11           104. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.  
12 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by  
13 Defendant in connection with the mediation, other settlement negotiations, or in connection with the  
14 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be  
15 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later  
16 than 90 days after the date when the Court discharges the Administrator's obligation to provide a  
17 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and  
18 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of  
19 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,  
20 rather than the destructions, of Class Data.

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

25           106. Severability. In the event that one or more of the provisions contained in this  
26 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such  
27 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense  
28 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved

1 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision  
2 had never been included in this Agreement.

3 107. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
4 is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after  
5 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

6  
7 **IT IS SO AGREED.**

8 By the Parties:

9  
10 DATED: 11/12/2025

Signed by:

Daisy Ramirez  
11D7E670A699421...

11 Plaintiff Daisy Ramirez

12  
13 DATED: 11/11/2025

[Signature]

14 Defendants Behavioral Intervention Association

15 By: Deanne Detmers  
16 Position: CEO

17 Approved by counsel:

18 DATED: 11/12/2025

D.LAW, INC.

19 By: [Signature]

20 David Yeremian  
21 Alvin Lindsay  
22 Enoch Kim  
23 Marta Manus  
24 Counsel for Plaintiff Daisy Ramirez

25 DATED: 11/11/2025

MESSNER REEVES LLP

26 By: Jeffrey R. Gillette

27 ~~Kathleen Carter~~  
28 Jeffrey R. Gillette  
Attorneys for Defendant, Behavioral Intervention  
Association

# EXHIBIT A

*Daisy Ramirez v. Behavioral Intervention Association, et al.*  
*Superior Court for the County of Fresno Case No. 24CECG01917 (“Court”)*

*A court has authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
Your legal rights are affected whether you act or do not act.*

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT (“Notice”)**

To: All non-exempt, hourly individuals that worked for Defendant Behavioral Intervention Association (“Defendant” or “BIA”) in California during the Class Period, which is May 3, 2020, through June 22, 2025 (the “Class”).

**YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS ACTION AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	To receive a Settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval of the Settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
<b>CHANGE YOUR CONTACT INFORMATION</b>	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
<b>EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT</b>	<p>If you do not want to participate in the Class portion of the Settlement, you may exclude yourself (opt out) from the Class portion of the Settlement. If you exclude yourself from the Class portion of the Settlement, you will not receive an Individual Class Payment (defined below). This is the only option that allows you to pursue your own Class claims (in your own lawsuit) against Defendant about the legal claims in the Lawsuit.</p> <p>However, even if you exclude yourself from the Class portion of the Settlement, you will still receive your Individual PAGA Payment from the PAGA portion of the Settlement if eligible and be bound by it as further explained below.</p>
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court if you think the Settlement is not fair or you can appear at the Final Approval Hearing to explain to the Court why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **BIA WILL NOT RETALIATE IN ANY MANNER AGAINST ANYONE FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

## BACKGROUND ON THE LAWSUIT

### 1. Why did I get this notice?

You received this notice because BIA's records identify you as someone who worked for BIA in California as a non-exempt hourly employee at any time from May 3, 2020, through June 22, 2025, making you a "Class Member" during the "Class Period." The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant in California as a non-exempt hourly employee at any time from May 3, 2023, through June 22, 2025 ("PAGA Period").

The purpose of this Notice is to explain the Lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court has already preliminarily approved the proposed Settlement and directed that you receive this Notice. The Court will hold a Final Approval Hearing (details provided below) to determine whether to finally approve the Settlement.

### 2. What is this Class and PAGA Lawsuit about?

Plaintiff, Daisy Ramirez ("Plaintiff" or "Class Representative") initiated this wage and hour class and representative action against Defendant on May 3, 2024. Also, on May 3, 2024, Plaintiff sent a letter to the LWDA and Defendant advising of her PAGA claims ("PAGA Notice"). The first amended complaint filed on July 9, 2024 ("Operative Complaint") alleges claims against Defendant for: (1) failure to pay minimum wages for all hours worked, (2) failure to pay wages and overtime in violation of Labor Code § 510, (3) failure to provide meal periods in violation of Labor Code § 226.7, (4) failure to provide rest periods in violation of Labor Code § 226.7, (5) failure to pay reporting time under 8 CCR § 11090(5), (6) violation of Labor Code §§ 226(a) and 226.2, (7) violation of Labor Code § 221, (8) violation of Labor Code § 204, (9) violation of Labor Code § 203, (10) failure to maintain records required under Labor Code §§ 1174, 1174.5, (11) failure to reimburse necessary business expenses under Labor Code § 2802, (12) violation of Business & Professions Code § 17200 *et seq* and (13) penalties under PAGA, Labor Code § 2698 (the "Lawsuit"). Plaintiff's class action and representative claims are brought on behalf of all Class Members and Aggrieved Employees. Collectively, Plaintiff and Defendant are referred to as the "Parties."

Defendant denies all allegations in the Lawsuit and contends that it has fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

On March 24, 2025, through arms-length negotiations with an experienced wage and hour mediator, Louis Marlin, the Parties settled the Lawsuit ("Settlement") subject to Court approval. The Settlement is memorialized in a "Class Action and PAGA Settlement Agreement" ("Agreement").

### 3. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed on a class or representative basis. Instead, with the assistance of an experienced and neutral mediator, the parties successfully negotiated the Settlement to resolve the Lawsuit rather than continue the expensive and time-consuming process of litigation.

Plaintiff and her attorneys strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees.

#### **4. Who are the Attorneys for the Parties?**

##### Counsel for Plaintiff and the Class (“Class Counsel”)

Emil Davtyan, Esq.  
David Yeremian, Esq.  
Enoch J. Kim, Esq.  
Marta Manus, Esq.  
D.LAW, INC.  
450 North Brand, Suite 840  
Glendale, CA 91203  
Telephone: (818) 962-6465  
Fax: (818) 962-6469

##### Counsel for Defendant

Kathleen Carter, Esq.  
Jeffrey R. Gillette, Esq.  
MESSNER REEVES LLP  
611 Anton Blvd., Suite 450  
Costa Mesa, CA 92626  
Telephone: (949) 612-9128  
Facsimile: (949) 438-2304

### **THE TERMS OF THE SETTLEMENT**

#### **5. What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$490,000.00 (the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for attorneys’ fees of \$163,333.33 and up to \$30,000.00 in costs; a payment of up to \$10,000.00 to Plaintiff for her time and efforts to initiate and prosecute the Lawsuit (“Class Representative Service Payment”); \$30,00.00 to the California Labor Workforce Development Agency (“LWDA”) out of \$40,000.00 allocated to PAGA penalties (“PAGA Penalties”); \$10,000.00 in Individual PAGA Payments to the Aggrieved Employees based on the number of pay periods worked during the PAGA Period (“PAGA Pay Periods”); and payment not to exceed \$[XXXXXX] to [NAME] (“Settlement Administrator”) for settlement administration expenses (“Administration Costs”). The exact amount of the attorneys’ fees, litigation costs, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount (“Net Settlement Amount”) is currently estimated to be approximately [XXXXXXXX]. The Net Settlement Amount will be apportioned and paid out to Class Members who do not opt out from the Settlement (“Settlement Class Members”) as individual payments based on the number of Workweeks worked during the Class Period (“Individual Class Payments”).

The Gross Settlement Amount will be funded in two installments paid by Defendant into a “Qualified Settlement Fund” established by the Settlement Administrator as follow: (1) \$245,000 to be paid fourteen (14) days after the Effective Date, which is defined in the Agreement as “the date by which all the following have occurred: (a) the Court enters Judgment upon Final Approval and (b) the Judgment is final. The judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur”; and (2) \$245,000 to be paid 180 days after the date of the first payment. Distribution of the Individual Class Payments to the Settlement Class Members and Individual PAGA Payments to the Aggrieved Employees shall be paid to them by the Settlement Administrator within 10 (ten) days following the receipt of the entire Gross Settlement Amount by the Settlement Administrator from Defendant.

**6. How will the Individual Settlement Payments to Settlement Class Members be calculated?**

Settlement Class Members will receive Individual Class Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required.** Class Members who opt out of the Class portion of the Settlement will not receive an Individual Class Payment and will not be bound by the Class portion of the Settlement.

Each Settlement Class Member's Individual Class Payment will be a pro-rata share of the Net Settlement Amount based on the number of workweeks worked during the Class Period ("Workweeks"). The Settlement Administrator will calculate the total Workweeks for all Settlement Class Members. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the pro-rata share of the Net Settlement Amount that each Settlement Class Member would be entitled to.

All Individual Class Payments to Settlement Class Members shall be allocated as follows for tax purposes: 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Your total estimated Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Class Payment is [REDACTED].

**7. How will the PAGA Penalties be allocated to the LWDA and Aggrieved Employees?**

The Parties will ask the Court to approve \$40,000.00 in PAGA Penalties for claims of civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties, or \$30,000.00, will be paid to the LWDA ("LWDA PAGA Payment"). The remaining 25% of the PAGA Penalties, or \$10,000.00, will be paid to Aggrieved Employees ("Individual PAGA Payment").

No claim form is required to receive an Individual PAGA Payment. Because Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, Aggrieved Employees will receive an Individual PAGA Payment and be bound by the PAGA portion of the Settlement even if they opt out of the Class portion of the Settlement.

Each Aggrieved Employee's Individual PAGA Payment will be a pro-rata share of the 25% (\$10,000.00) of the PAGA Penalties to be distributed to Aggrieved Employees. Individual PAGA Payments will be based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period as a proportion of all PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated PAGA Pay Periods are [REDACTED]. Based on that, your anticipated Individual PAGA Payment is [REDACTED].

**HOW TO GET A PAYMENT**

**8. How can I get a settlement payment?**

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment (if any) after the Court's approval of the Settlement becomes final. You must notify the Settlement Administrator

of any change in your name, mailing address, and/or telephone number if the information shown on this is not correct.

**It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email, or phone at [REDACTED] if you need to update contact information.

**9. What do I do if I believe my Workweeks and/or PAGA Pay Periods are incorrect?**

If you believe the Workweeks and/or PAGA Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2025. [60 days within mailing of Notice] You should include any documents or other information which supports what you believe to be the number of Workweeks and/or PAGA Pay Periods you worked. The Settlement Administrator will resolve any dispute regarding these issues based on Defendant's records and any information you provide.

**10. When can I expect to receive a settlement check?**

Individual Class Payments and Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees approximately 10 (ten) days following the receipt of the entire Gross Settlement Amount by the Settlement Administrator from Defendants as detailed in Section 5 above.

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks that remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately.

**WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT**

**11. What am I giving up to get an Individual Class Payment?**

If the Court approves this Settlement and unless you exclude yourself from the Class portion of the Settlement, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the Class claims being resolved in this Settlement. Specifically, you will be giving up or releasing the claims described below:

**Release by Settlement Class Members:** 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 in the Operative Complaint, or that reasonably could have been alleged, based upon the facts stated in the Operative Complaint, including any and all claims involving: (1) failure to pay minimum wages for all hours worked, (2) failure to pay wages and overtime in violation of Labor Code § 510, (3) failure to provide meal periods in violation of Labor Code § 226.7, (4) failure to provide rest periods in violation of Labor Code § 226.7, (5) failure to pay reporting time under 8 CCR § 11090(5), (6) violation of Labor Code §§ 226(a) and 226.2, (7) violation of Labor Code § 221, (8) violation of Labor Code § 204, (9) violation of Labor Code § 203, (10) failure to maintain records required under Labor Code §§ 1174, 1174.5, (11) failure to reimburse necessary business expenses under Labor Code § 2802, and (12) violation of Business & Professions Code § 17200 *et seq.* (collectively, the "Released Class Claims"). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits,

wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

## **12. What PAGA Claims are released by this Settlement?**

**Release by Aggrieved Employees:** All Aggrieved Employees, including opting-out Class Members who are 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 PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including PAGA claims premised upon: (1) failure to pay minimum wages for all hours worked, (2) failure to pay wages and overtime in violation of Labor Code § 510, (3) failure to provide meal periods in violation of Labor Code § 226.7, (4) failure to provide rest periods in violation of Labor Code § 226.7, (5) failure to pay reporting time under 8 CCR § 11090(5), (6) violation of Labor Code §§ 226(a) and 226.2, (7) violation of Labor Code § 221, (8) violation of Labor Code § 204, (9) violation of Labor Code § 203, (10) failure to maintain records required under Labor Code §§ 1174, 1174.5, (11) failure to reimburse necessary business expenses under Labor Code § 2802, and (12) violation of Labor Code § 2698 et seq. ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during the PAGA Period.

"Released Parties" means Defendant and all of Defendant's former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

### **EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT**

## **13. How do I opt out of the Class portion of the Settlement?**

If you wish to pursue your own separate lawsuit against Defendant for the Class claims asserted in the Lawsuit, or if you otherwise wish not to participate in the Class portion of the Settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the Class portion of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class portion of the Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

To opt out of the Class portion of the Settlement and the release of Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name, case number, your full name, current address, and email address, and must be signed by you and faxed, emailed, or postmarked on or before [REDACTED], 2025. [60 days within mailing of Notice] Opt-out requests faxed, emailed, or postmarked after the deadline will be invalid.

Settlement Administrator: [NAME]

Email Address:

Mailing Address:

Telephone:

Fax Number:

## **14. If I don't exclude myself from the Class portion of the Settlement, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being released by the Class portion of the Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately. You may need to exclude yourself from the Class portion of the Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

## OBJECTING TO THE SETTLEMENT

### 15. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member and don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections must be faxed, emailed, or mailed to the Settlement Administrator by [REDACTED], 2025. [60 days within mailing of Notice]

The written objection should state your name and address and describe all legal and factual reasons for objecting to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement and Agreement will be approved and you will receive your Individual Class Payment. If you do not submit a written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

Class Members who opt out from the Class portion of the Settlement have no right to object to the Settlement.

## THE COURT'S FINAL APPROVAL HEARING

### 16. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a "Final Approval Hearing" in Department 501 of the Fresno County Superior Court located at 1130 O Street Fresno, California 93724 on [REDACTED] 2025, at \_\_\_ a.m/p.m. At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment, and the Administration Costs.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You can also check the Fresno County Superior Court website at <https://fresno.courts.ca.gov/online-services/case-information> for changes to the hearing schedule.

### 17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it but you may. You may also hire and pay your own lawyer to attend if you so desire.

## GETTING MORE INFORMATION

### 18. Whom may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Apex Class Action, using its contact information provided above.

**PLEASE DO NOT TELEPHONE THE SUPERIOR COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**