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Attorneys for Defendant  
15 CREATIVE PATHWAYS, INC

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

17 **COUNTY OF LOS ANGELES**

18 JONATHAN ESPINOSA, individually, and on  
19 behalf of all others similarly situated, and on  
20 behalf of other aggrieved employees pursuant to  
the California Private Attorney General Act;

21 Plaintiff,

22 vs.

23 CREATIVE PATHWAYS, INC., a California  
24 corporation; and DOES 1 through 10, inclusive,

25 Defendants

Case No.: 24STCV19574

Assigned for All Purposes to:  
Hon. David S. Cunningham III, Dept. 11

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND  
CLASS NOTICE**

Complaint Filed: August 5, 2024  
FAC Filed: October 15, 2024  
Trial Date: None Set



1 including the Class Member's name, last-known mailing address, last-known telephone  
2 number, Social Security number, number of Class Period Workweeks and PAGA Pay  
3 Periods, and any other information required by the Settlement Administrator in order to  
4 effectuate the terms of the Settlement.

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

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

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

16 1.12. "Class Period" means the period from August 5, 2020 through July 12, 2025, or as modified  
17 pursuant to Paragraph 8 of the Agreement, whichever is earliest.

18 1.13. "Class Representative" means the named Plaintiff Jonathan Espinosa in the operative  
19 complaint in the Action seeking Court approval to serve as a Class Representative for  
20 settlement purposes only.

21 1.14. "Class Representative Service Payment" means the payment to the Class Representative for  
22 initiating the Action and providing services in support of the Action.

23 1.15. "Court" means the Superior Court of California, County of Los Angeles.

24 1.16. "Defendant" means Creative Pathways, Inc.

25 1.17. "Defense Counsel" means FISHER & PHILLIPS, LLP.

26 1.18. "Effective Date" means the later of the following: (i) if no timely objections are filed or if  
27 all objections are withdrawn, the date upon which the Court enters an order granting the  
28 motion for final approval of class settlement; (ii) if an objection is filed and not

1 withdrawn, the date for filing an appeal and no such appeal being filed; or (iii) if any  
2 timely appeal(s) are filed, the date of the resolution (or withdrawal) of any such appeal in  
3 a way that does not alter the terms of the Settlement.

4 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

7 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval  
8 of the Settlement.

9 1.22. “Gross Settlement Amount” means **One Hundred Ninety-Nine Thousand (\$199,000.00)**  
10 which is the total and maximum amount Defendant agrees to pay under the Settlement  
11 except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay  
12 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
13 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the  
14 Administrator’s Expenses.

15 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net  
16 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 35% of the  
19 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
20 the PAGA Period.

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

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

24 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under  
25 Labor Code § 2699(m).

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

1 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The  
2 remainder is to be 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 Settlement  
4 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.

7 1.31. “PAGA Period” means the period from August 2, 2023 through July 12, 2025, or as modified  
8 pursuant to Paragraph 8 of the Agreement, whichever is earliest.

9 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

10 1.33. “PAGA Notice” means Plaintiff’s August 2, 2024 letter to Defendant and the LWDA  
11 providing notice pursuant to Labor Code § 2699.3(a).

12 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross  
13 Settlement Amount, which will be \$20,000.00, allocated 35% to the Aggrieved Employees  
14 (\$7,000.00) and the 65% to LWDA (\$13,000.00) in settlement of PAGA claims.

15 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
16 timely Request for Exclusion from the Settlement.

17 1.36. “Plaintiff” means Jonathan Espinosa, the named plaintiff in the Action.

18 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
19 Settlement.

20 1.38. “Released Class Claims” means the claims being released by all Participating Class  
21 Members as described in Paragraph 5.2 below.

22 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1.2  
23 below.

24 1.40. “Released Parties” means: Defendant Creative Pathways, Inc., and any of its past, present,  
25 and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors,  
26 divisions, assigns, joint venturers, third parties, and other related entities, as well as each of  
27 their present and/or future officers, directors, administrators, trustees, staff, members,  
28 managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners,

1 investors, and shareholders, as well as any individual or entity which could be jointly liable  
2 with Defendant.

3 1.41. “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 1.42. “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  
7 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b)  
8 fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice  
9 Packets are resent after having been returned undeliverable to the Administrator shall have  
10 an additional 14 calendar days beyond the Response Deadline has expired to submit  
11 Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the  
12 Workweeks allocated to them as a part of the Settlement.

13 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the  
14 Judgment.

15 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at  
16 least one day, during the Class Period.

17 **2. RECITALS.**

18 2.1. On August 5, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles  
19 Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194,  
20 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay  
21 Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4)  
22 Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor  
23 Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203  
24 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to  
25 Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair  
26 Business Practices). On October 15, 2024, Plaintiff filed a First Amended Complaint adding a cause of action  
27 for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, *et seq.*]. The First Amended Complaint is the  
28 operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the

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

4 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and  
5 the LWDA by sending the PAGA Notice on August 2, 2024, a copy of which is attached to this Settlement  
6 as **Exhibit B**.

7 2.3. On May 13, 2025, the Parties participated in an all-day mediation presided over by Kevin  
8 Barnes, Esq. and reached an agreement to settle the Action.

9 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and  
10 information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and  
11 time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval  
12 set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*  
13 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

14 2.5. The Court has not granted class certification.

15 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
16 other pending class action asserting claims that will be extinguished or affected by the Settlement.

17 **3. MONETARY TERMS.**

18 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant  
19 promises to pay a maximum of **\$199,000.00** as the Gross Settlement Amount, and to separately pay any and  
20 all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has  
21 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in  
22 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
23 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a  
24 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

25 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
26 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
27 Approval and according to the timing specified in this Settlement Agreement:

28 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not

1 more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA  
2 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant  
3 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed  
4 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the  
5 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the  
6 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
7 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form  
8 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
9 Representative Service Payment, and agrees to indemnify Defendant and Released Parties and hold  
10 them harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any  
11 other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the Class  
12 Representative Service Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross  
14 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$20,000.00.  
15 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the  
16 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval  
17 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation  
18 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to  
19 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other  
20 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or  
21 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees  
22 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.  
23 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees  
24 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant  
25 and Released Parties and hold them harmless for any responsibility, liability, claim, complaint,  
26 damages, penalties, interest or any other actual or potential damages arising from Plaintiff's  
27 obligations to pay taxes owed on these Payments or from any dispute or controversy regarding any  
28 division or sharing of any of these Payments.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,990.00 except  
2 upon a showing of good cause and as approved by the Court. To the extent the Administration  
3 Expenses are less than, or the Court approves payment less than this amount, the Administrator will  
4 retain the remainder in the Net Settlement Amount. Apex Class Action Administrators has been  
5 selected as the Administrator, based upon its “not to exceed” bid of \$5,990.00.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)  
7 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating  
8 Class Members during the Class Period and (b) multiplying the result by each Participating Class  
9 Member’s Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
11 Class Member’s Individual Class Payment will be allocated to settlement of  
12 wage claims (the “Wage Portion”). The Wage Portion of each Individual  
13 Class Payment is subject to tax withholding and will be reported on an IRS  
14 W-2 Form. 80% of each Participating Class Member’s Individual Class  
15 Payment will be allocated to settlement of claims for interest and penalties  
16 (the “Non-Wage Portion”). The Non-Wage Portion of each Individual Class  
17 Payment is not subject to wage withholdings and will be reported on IRS  
18 1099 Forms. Participating Class Members assume full responsibility and  
19 liability for any taxes owed on their Individual Class Payments and agree to  
20 indemnify Defendant and Released Parties and hold them harmless for any  
21 responsibility, liability, claim, complaint, damages, penalties, interest or any  
22 other actual or potential damages arising from Participating Class Members’  
23 obligations to pay taxes owed on these Payments.

24 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
25 Class Payments. Non-Participating Class Members will not receive any  
26 Individual Class Payments. The Administrator will retain amounts equal to  
27 their Individual Class Payments in the Net Settlement Amount for  
28 distribution to Participating Class Members on a pro rata basis.

1           3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 be  
2 paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment  
3 and 35% (\$7,000.00) allocated to Individual PAGA Payments.

4                   3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)  
5                   dividing the amount of the Aggrieved Employees' 35% share of PAGA  
6                   Penalties (\$7,000) by the total number of PAGA Period Pay Periods worked  
7                   by all Aggrieved Employees during the PAGA Period and (b) multiplying  
8                   the result by each Aggrieved Employee's PAGA Period Pay Periods.  
9                   Aggrieved Employees assume full responsibility and liability for any taxes  
10                  owed on their Individual PAGA Payments and agree to indemnify  
11                  Defendant and Released Parties and hold them harmless for any  
12                  responsibility, liability, claim, complaint, damages, penalties, interest or any  
13                  other actual or potential damages arising from Participating Class Members'  
14                  obligations to pay taxes owed on these Payments.

15                  3.2.5.2. The Administrator will report the Individual PAGA Payments on the  
16                  appropriate IRS 1099 Forms.

17                  3.2.5.3. If the Court approves PAGA Penalties of less than the amount requested, the  
18                  Administrator will allocate the remainder to the Net Settlement Amount.

19 **4. SETTLEMENT FUNDING AND PAYMENTS.**

20           4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of May 13, 2025, the number  
21 of Workweeks worked by the estimated 98 class members during the period from August 5, 2020 to April  
22 29, 2025 is estimated to be 8,063 and the number of pay periods worked by the Aggrieved Employees is  
23 2,075.

24           4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of  
25 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
26 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in  
27 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict  
28 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform

1 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel  
2 if it discovers that the Class Data omitted class member identifying information and to provide corrected or  
3 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
4 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously  
5 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted  
6 Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,  
8 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion  
9 of the Gross Settlement Amount by transmitting the funds to the Administrator within fourteen (14) days of  
10 the Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds  
12 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class  
13 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
14 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses  
15 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,  
16 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not  
17 precede disbursement of Individual Class Payments and Individual PAGA Payments.

18 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
19 Individual PAGA Payments and send them to the Class Members via First Class  
20 U.S. Mail, postage prepaid. The face of each check shall prominently state the date  
21 when the check will be voided, which date shall be one hundred eighty (180) days  
22 after the date of mailing. The Administrator will cancel all checks not cashed by the  
23 void date. The Administrator will send checks for Individual Settlement Payments  
24 to all Participating Class Members (including those for whom Class Notice was  
25 returned undelivered). The Administrator will send checks for Individual PAGA  
26 Payments to all Aggrieved Employees including Non-Participating Class Members  
27 who qualify as Aggrieved Employees (including those for whom Class Notice was  
28 returned undelivered). The Administrator may send Participating Class Members a

1 single check combining the Individual Class Payment and the Individual PAGA  
2 Payment. Before mailing any checks, the Settlement Administrator must update the  
3 recipients' mailing addresses using the National Change of Address Database.

4 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class  
5 Members whose checks are returned undelivered without USPS forwarding address.  
6 Within seven (7) days of receiving a returned check the Administrator must re-mail  
7 checks to the USPS forwarding address provided or to an address ascertained  
8 through the Class Member Address Search. The Administrator need not take further  
9 steps to deliver checks to Class Members whose re-mailed checks are returned as  
10 undelivered. The Administrator shall promptly send a replacement check to any  
11 Class Member whose original check was lost or misplaced, requested by the Class  
12 Member prior to the void date.

13 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA  
14 Payment check is uncashed and cancelled after the void date, the Administrator shall  
15 transmit the funds represented by such checks to the California Controller's  
16 Unclaimed Property Fund in the name of the Class Member thereby leaving no  
17 "unpaid residue" subject to the requirements of California Code of Civil Procedure  
18 § 384(b).

19 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
20 not obligate Defendant to confer any additional benefits or make any additional  
21 payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
22 specified in this Agreement.

23 **5. RELEASES OF CLAIMS.**

24 As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release  
25 claims against all Released Parties as follows:

26 5.1. Plaintiff's Release.

27 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses,  
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 generally, release and discharge Released Parties from any and all of the claims,  
2 whether known or unknown, suspected or unsuspected, contingent or non-  
3 contingent, which now exist, or have existed, upon any theory of law or equity now  
4 existing, including, but not limited to, conduct that is negligent, intentional, with or  
5 without malice, or a breach of any duty, law or rule, without regard to the subsequent  
6 discovery or existence of such different or additional facts. Additionally, Plaintiff  
7 releases the Released Parties of all claims, charges, complaints, liens, demands,  
8 causes of action, obligations, damages and liabilities, known or suspected, arising  
9 from his employment with the Defendant. The released claims include, without  
10 limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C.  
11 § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the  
12 Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair  
13 Labor Standards Act (including the Equal Pay Act); (7) the California and the United  
14 States Constitution; (8) the California Labor Code; (9) the Family and Medical  
15 Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and  
16 Retraining Notification Act; (12) the Employee Retirement Income Security Act;  
17 (13) the Immigration Reform and Control Act; (14) the California Business and  
18 Professions Code, sections 17200, et seq.; (15) the California Government Code; and  
19 (16) the California Wage Orders (collectively “Claim” or “Claims”) which Plaintiff  
20 now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any  
21 time had, owned or held, or claimed to have, own or hold against any of the Released  
22 Parties up to and including, as of the final approval of this Settlement Agreement.  
23 (Everything released based on the above as well as everything released as part of the  
24 Released Class Claims discussed below will be referred to as “Plaintiff’s Release.”)  
25 Plaintiff’s Release does not extend to any claims for vested benefits, unemployment  
26 benefits, disability benefits, social security benefits, workers’ compensation benefits  
27 that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or  
28 law different from, or in addition to, the facts or law that Plaintiff now knows or

1 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and  
2 remain effective in all respects, notwithstanding such different or additional facts or  
3 Plaintiff's discovery of them.

4 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of  
5 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
6 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

12 5.2. Release by Participating Class Members: Upon Approval by the Court and upon funding of  
13 the Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of themselves and  
14 their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and  
15 assigns, shall fully and finally release and discharge Defendant and the Released Parties from all claims,  
16 rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged  
17 based on the facts and claims asserted in the Action, including, but not limited to, the following claims: (i)  
18 failure to pay minimum wages; (ii) failure to pay overtime compensation; (iii) failure to provide meal  
19 periods; (iv) failure to authorize and permit rest breaks; (v) failure to indemnify necessary business expenses;  
20 (vi) failure to timely pay final wages at termination; (vii) failure to provide accurate itemized wage  
21 statements; and (viii) unfair business practices under California Business & Professions Code section 17200,  
22 et seq. (collectively, "the Released Class Claims"). This release is limited to claims arising during the Class  
23 Period.

24 Released PAGA Claims: Upon approval by the Court and upon funding of the Gross Settlement  
25 Amount, Plaintiff, as agent and proxy of the LWDA, shall fully and finally release and discharge  
26 Defendant from any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible  
27 under PAGA arising out of the violations alleged in the Action and the PAGA Notice submitted in  
28 connection with the Action. This release is limited to claims arising during the PAGA Period.

## 29 **6. MOTION FOR PRELIMINARY APPROVAL.**

30 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary

1 Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

2 6.1. Defendant’s Declaration in Support of Preliminary Approval. If required by the Court  
3 during the process to obtain preliminary or final approval of this Agreement, Defendant will prepare and  
4 deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any  
5 actual or potential conflicts of interest with the Administrator that Defendant or Defense Counsel may have.  
6 In this Declaration, Defense Counsel shall aver that they are not aware of any other pending class action  
7 asserting claims that will be extinguished or adversely affected by the Settlement.

8 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
9 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
10 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement  
11 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)  
12 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft  
13 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for  
14 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for  
15 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of  
16 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class  
17 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
18 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and  
19 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the  
20 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent  
21 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice  
22 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement  
23 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class  
24 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not  
25 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected  
26 by the Settlement.

27 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for  
28 expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this

1 Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in  
2 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for  
3 delivering the Court's Preliminary Approval to the Administrator.

4 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
5 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
6 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and  
7 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions  
8 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will  
9 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,  
10 to modify the Agreement and otherwise satisfy the Court's concerns.

11 **7. SETTLEMENT ADMINISTRATION.**

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

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

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
22 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

23 7.4. Notice to Class Members.

24 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator  
25 shall notify Class Counsel that the list has been received and state the number of  
26 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class  
27 Data.

28 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen

1 (14) days after receiving the Class Data, the Administrator will send to all Class  
2 Members identified in the Class Data, via first-class United States Postal Service  
3 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form  
4 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall  
5 prominently estimate the dollar amounts of any Individual Class Payment and/or  
6 Individual PAGA Payment payable to the Class Member, and the number of  
7 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing  
8 Class Notices, the Administrator shall update Class Member addresses using the  
9 National Change of Address database.

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

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

22 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
23 discovers any persons who believe they should have been included in the Class Data  
24 and should have received Class Notice, the Parties will expeditiously meet and  
25 confer in person or by telephone, and in good faith in an effort to agree on whether  
26 to include them as Class Members. If the Parties agree, such persons will be Class  
27 Members entitled to the same rights as other Class Members, and the Administrator  
28 will send, via email or overnight delivery, a Class Notice requiring them to exercise

1 options under this Agreement not later than fourteen (14) days after receipt of Class  
2 Notice, or the deadline dates in the Class Notice, which ever are later.

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

4 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
5 Settlement must send the Administrator, by fax, email, or mail, a signed written  
6 Request for Exclusion not later than forty-five (45) days after the Administrator  
7 mails the Class Notice or as otherwise extended for re-mailed Class Notices as  
8 described herein. A Request for Exclusion is a letter from a Class Member or his/her  
9 representative that reasonably communicates the Class Member's election to be  
10 excluded from the Settlement and includes the Class Member's name, address and  
11 email address or telephone number. To be valid, a Request for Exclusion must be  
12 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension  
13 for remailed Class Notices as described herein.

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

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

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

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

19 7.7. Objections to Settlement.

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

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

1 objection to the Administrator must do so not later than the Response Deadline, or  
2 as otherwise extended for re-mailed Class Notices as described herein.

3 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
4 components of the Settlement.

5 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved  
6 Employees have no right to object to or intervene in any of the PAGA components  
7 of the Settlement.

8 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
9 performed or observed by the Administrator contained in this Agreement or otherwise.

10 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post  
11 information of interest to Class Members including the date, time and location for  
12 the Final Approval Hearing and copies of the Settlement Agreement, the Class  
13 Notice, the Final Approval and the Judgment on the Administrator's website. The  
14 Administrator will also maintain and monitor an email address and a toll-free  
15 telephone number to receive Class Member calls, faxes and emails.

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

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
26 to Class Counsel and Defense Counsel that, among other things, tally the number of:  
27 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
28 Exclusion (whether valid or invalid) received, objections received, challenges to

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

6 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
7 address and make final decisions consistent with the terms of this Agreement on all  
8 Class Member challenges over the calculation of Workweeks and/or Pay Periods.  
9 The Administrator’s decision shall be final and not appealable or otherwise  
10 susceptible to challenge.

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

22 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the  
23 Administrator disburses all funds in the Gross Settlement Amount, the Administrator  
24 will provide Class Counsel and Defense Counsel with a final report detailing its  
25 disbursements by employee identification number only of all payments made under  
26 this Agreement. At least fourteen (14) days before any deadline set by the Court, the  
27 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
28 signed declaration suitable for filing in Court attesting to its disbursement of all

1 payments required under this Agreement. Class Counsel is responsible for filing the  
2 Administrator's declaration in Court.

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

4 The Gross Settlement Amount is based on Defendant's representation that the Class Members  
5 worked approximately 8,063 workweeks during the period between August 5, 2020 to April 29, 2025  
6 ("Workweeks"). Should the final number of Workweeks ultimately increase by more than 10% of this  
7 figure, (i.e., by more than 806, exceeding 8,869), Defendant shall have the option to: (1) increase the Gross  
8 Settlement Amount on a pro rata basis relative to the increase in Workweeks above 10% (for example, if the  
9 number of Workweeks increases by 11% to 8,950, the GSA shall increase by 1% to \$200,990); or (2) end  
10 the Class Period on a date in which the Workweeks are equal to or less than 8,869 Workweeks. To avoid  
11 any uncertainty as to the Class and PAGA Period end dates, Defendant and/or the Administrator must verify  
12 the total workweek count and confirm the end dates of the Class and PAGA Periods prior to Plaintiff filing  
13 a Motion for Preliminary Approval.

14 **9. RIGHT TO WITHDRAW**

15 If 10% or more of the Settlement Class members elect not to participate in the Settlement by  
16 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all  
17 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects  
18 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect  
19 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,  
20 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that  
21 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)  
22 days after the Administrator sends the final Exclusion List to the Parties; late elections will have no effect.

23 **10. MOTION FOR FINAL APPROVAL.**

24 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will  
25 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA  
26 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment  
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense  
28 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will

1 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements  
2 concerning the Motion for Final Approval.

3 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a  
4 Participating Class Member, including the right to file responsive documents in Court no  
5 later that five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
6 accepted by the Court.

7 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval  
8 on any material change to the Settlement (including, but not limited to, the scope of release  
9 to be granted by Class Members), the Parties will expeditiously work together in good faith  
10 to address the Court's concerns by revising the Agreement as necessary to obtain Final  
11 Approval.

12 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
13 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes  
14 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
15 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

16 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
17 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
18 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,  
19 their respective counsel, and all Participating Class Members who did not object to the  
20 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,  
21 including all rights to post-judgment and appellate proceedings, the right to file motions to  
22 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
23 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
24 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement  
25 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
26 final, except as to matters that do not affect the amount of the Net Settlement Amount.

27 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
28 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

1 material modification of this Agreement (including, but not limited to, the scope of release  
2 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
3 nevertheless expeditiously work together in good faith to address the appellate court's  
4 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any  
5 additional Administration Expenses reasonably incurred after remittitur. An appellate  
6 decision to vacate, reverse, or modify the Court's award of the Class Representative Service  
7 Payment or any payments to Class Counsel shall not constitute a material modification of  
8 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount  
9 remains unchanged.

10 **11. AMENDED JUDGMENT.**

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

13 **12. ADDITIONAL PROVISIONS.**

14 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
15 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in  
16 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations  
17 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should  
18 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.  
19 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.  
20 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,  
21 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
22 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification  
23 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'  
24 willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any  
25 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

26 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding  
27 the good faith efforts of the Parties pursuant to Paragraphs 6.4, 10.2 and 12.7 of this Agreement, or if the  
28 appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise

1 terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to  
2 their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the  
3 Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class  
4 Members, the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary  
5 approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and  
6 all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation  
7 settlement communications and not subject to disclosure for any purpose in any proceeding.

8 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they  
10 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to  
11 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or  
12 generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
13 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
14 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
15 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued  
16 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any  
17 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,  
18 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
19 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding  
20 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was  
21 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with  
22 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

23 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and  
24 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
25 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
26 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

27 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
28 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the

1 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
2 by any Party.

3 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action  
5 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to  
6 execute any other documents reasonably required to effectuate the terms of this Agreement including any  
7 amendments to this Agreement.

8 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best  
9 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
10 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by  
11 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary  
12 to implement the Settlement, or on any modification of the Agreement that may become necessary to  
13 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

14 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not  
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
16 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and  
17 discharged by the Party in this Settlement.

18 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
19 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
20 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)  
21 or otherwise.

22 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,  
23 changed, or waived only by an express written instrument signed by all Parties or their representatives, and  
24 approved by the Court.

25 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
26 benefit of, the successors of each of the Parties.

27 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
28 governed by and interpreted according to the internal laws of the state of California, without regard to

1 conflict of law principles.

2 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this  
3 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the  
4 drafter or participated in the drafting.

5 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
6 during Action and in this Agreement relating to the confidentiality of information shall survive the execution  
7 of this Agreement.

8 12.15. Reporting Policy. Defendant also agrees that it shall adopt a neutral reporting policy  
9 regarding any future employment references related to Plaintiff. In the event that any potential or future  
10 employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall  
11 only provide Plaintiff's dates of employment, job title(s) during employment, and final rate of pay.

12 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence  
13 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in  
14 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be  
15 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates  
16 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the  
17 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all  
18 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from  
19 Defendant.

20 12.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
21 for convenience of reference only and does not constitute a part of this Agreement.

22 12.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
23 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal  
24 legal holiday, such date or deadline shall be on the first business day thereafter.

25 12.19. Notice. All notices, demands or other communications between the Parties in connection  
26 with this Agreement will be in writing and deemed to have been duly given as of the third business day after  
27 mailing by United States mail, or the day sent by email or messenger, addressed as follows:  
28

1 To Plaintiff:

2 Seung L. Yang  
3 [seung.yang@thesentinelfirm.com](mailto:seung.yang@thesentinelfirm.com)  
4 Tiffany Hyun  
5 [tiffany.hyun@thesentinelfirm.com](mailto:tiffany.hyun@thesentinelfirm.com)  
6 Jeffrey P. Jackson  
7 [jeffrey.jackson@thesentinelfirm.com](mailto:jeffrey.jackson@thesentinelfirm.com)  
8 **THE SENTINEL FIRM, APC**  
9 355 S Grand Ave. Suite 1450  
10 Los Angeles, California 90071  
11 Telephone: (213) 985-1150  
12 Facsimile: (213) 985-2155

13 To Defendant:

14 Todd B. Scherwin  
15 E-Mail: [tscherwin@fisherphillips.com](mailto:tscherwin@fisherphillips.com)  
16 Harrison M. Thorne  
17 E-Mail: [hthorne@fisherphillips.com](mailto:hthorne@fisherphillips.com)  
18 Peter Y. Lee  
19 Email: [plee@fisherphillips.com](mailto:plee@fisherphillips.com)  
20 FISHER & PHILLIPS LLP  
21 444 South Flower Street, Suite 1500  
22 Los Angeles, California 90071  
23 Telephone: (213) 330-4500  
24 Facsimile: (213) 330-4501

25 12.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
26 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted  
27 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument  
28 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart  
will be admissible in evidence to prove the existence and contents of this Agreement.

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

25 [SIGNATURES ON NEXT PAGE]



1 **IT IS SO AGREED.**

2  
3 **Plaintiff & Class Representative:**

4 Dated: \_\_\_\_

By: \_\_\_\_\_  
**JONATHAN ESPINOSA**

5  
6 **Plaintiff's Counsel:**

7 Dated: \_\_\_\_

**THE SENTINEL FIRM, APC**

8  
9 By: \_\_\_\_\_

10 Seung L. Yang  
11 Tiffany Hyun  
12 Jeffrey P. Jackson

Attorneys for Plaintiff  
**JONATHAN ESPINOSA**

13 **Defendant:**

14 Dated: 08/06/2025

**CREATIVE PATHWAYS, INC.**

15 By: Brent Daldo  
16 \_\_\_\_\_

Print Name

17   
Brent Daldo (Aug 6, 2025 08:45:53 PDT)

Signature

18  
19 CEO  
\_\_\_\_\_

Title

20 **Defendant's Counsel:**

21 Dated: 08/07/2025

**FISHER & PHILLIPS LLP**

22  
23   
24 By: \_\_\_\_\_

25 Todd B. Scherwin, Esq.  
26 Harrison M. Thorne, Esq.  
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28 Attorneys for Defendant  
**CREATIVE PATHWAYS, INC.**