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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

TONY LARA, individually, and on behalf of all  
others similarly situated, and on behalf of other  
aggrieved employees pursuant to the California  
Private Attorneys General Act (“PAGA”);

Plaintiff,

vs.

JG COMPANIES, INC., a California corporation;  
and DOES 1 through 10, inclusive,

Defendants

Case No.: CIVRS2501368

Assigned for All Purposes to:  
Hon. Kory Mathewson, Dept. R12

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

Complaint Filed: February 28, 2025  
Trial Date: None Set

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

2                   This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
3 Plaintiff Tony Lara (“Plaintiff”) and Defendant JG Companies, Inc. (“Defendant”). The Agreement refers  
4 to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5                   **1.     DEFINITIONS.**

6                   1.1.    “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against  
7                   Defendant captioned *Tony Lara, individually, and on behalf of all others similarly*  
8                   *situated, and on behalf of other aggrieved employees pursuant to the California Private*  
9                   *Attorney General Act vs. JG Companies Inc., a California corporation; and DOES 1*  
10                  *through 10, inclusive*, Case No. CIVRS2501368 initiated on February 11, 2025, and  
11                  pending in Superior Court of the State of California, County of San Bernardino.

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

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

18                  1.4.    “Aggrieved Employee” means all persons employed by Defendant as non-exempt, hourly-  
19                  paid employees in the State of California at any time during the PAGA Period.

20                  1.5.    “Class” or “Class Members” means all persons employed by Defendant as non-  
21                  exempt, hourly-paid employees in the State of California at any time during the Class  
22                  Period.

23                  1.6.    “Class Counsel” means THE SENTINEL FIRM, APC.

24                  1.7.    “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
25                  amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
26                  expenses, respectively, incurred to prosecute the Action.

27                  1.8.    “Class Data” means Class Member identifying information in Defendant’s possession  
28                  including the Class Member’s name, last-known mailing address, Social Security number,

1 and number of Class Period Workweeks and PAGA Pay Periods.

2 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a  
3 Participating Class Member or Non-Participating Class Member (including a Non-  
4 Participating Class Member who qualifies as an Aggrieved Employee).

5 1.10. “Class Member Address Search” means the Administrator’s investigation and search for  
6 current Class Member mailing addresses using all reasonably available sources, methods  
7 and means including, but not limited to, the National Change of Address database, skip  
8 traces, and direct contact by the Administrator with Class Members.

9 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION  
10 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed  
11 to Class Members in English and Spanish in the form, without material variation, attached  
12 as **Exhibit A** and incorporated by reference into this Agreement.

13 1.12. “Class Period” means period of February 28, 2021 through January 12, 2026, or as modified  
14 pursuant to Paragraph 8 of the Agreement.

15 1.13. “Class Representative” means the named Plaintiff Tony Lara in the operative complaint in  
16 the Action seeking Court approval to serve as a Class Representative for settlement purposes  
17 only.

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

20 1.15. “Court” means the Superior Court of California, County of San Bernardino.

21 1.16. “Defendant” means JG Companies, Inc.

22 1.17. “Defense Counsel” means GOE FORSYTHE & HODGES LLP.

23 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court  
24 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if  
26 no Participating Class Member objects to the Settlement, the day the Court enters Judgment;  
27 (b) if one or more Participating Class Members objects to the Settlement, the day after the  
28 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the

1 Judgment is filed, the day after the appellate court affirms the Judgment and issues a  
2 remittitur.

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

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

6 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval  
7 of the Settlement.

8 1.22. “Gross Settlement Amount” means **Two Hundred Fifty Thousand Dollars and Zero**  
9 **Cents (\$250,000.00)** which is the total amount Defendant agrees to pay under the Settlement  
10 except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay  
11 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
12 Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment and the  
13 Administrator’s Expenses.

14 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net  
15 Settlement Amount calculated according to the number of Workweeks worked during the  
16 Class Period.

17 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the  
18 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
19 the PAGA Period.

20 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

21 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency  
22 entitled to receive penalty payments, under Labor Code § 2699(i).

23 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under  
24 Labor Code § 2699(m).

25 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments  
26 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
27 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class  
28 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The

1 remainder is to be paid to Participating Class Members as Individual Class Payments.

2 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement  
3 by sending the Administrator a valid and timely Request for Exclusion.

4 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
5 for Defendant for at least one day during the PAGA Period.

6 1.31. “PAGA Period” means the period from February 27, 2024 through January 12, 2026, or as  
7 modified pursuant to Paragraph 8 of the Agreement.

8 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

9 1.33. “PAGA Notice” means Plaintiff’s February 11, 2025 letter to Defendant and the LWDA  
10 providing notice pursuant to Labor Code § 2699.3(a).

11 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross  
12 Settlement Amount, which will be \$25,000.00, allocated 35% to the Aggrieved Employees  
13 (\$8,750.00) and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.

14 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
15 timely Request for Exclusion from the Settlement.

16 1.36. “Plaintiff” means Tony Lara, the named plaintiff in the Action.

17 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
18 Settlement.

19 1.38. “Released Class Claims” means the claims being released by all Participating Class  
20 Members as described in Paragraph 5.2 below.

21 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3  
22 below.

23 1.40. “Released Parties” means: Defendant JG Companies, Inc., and Defendant’s respective  
24 agents, officers, employees, directors, owners, subsidiaries, DBAs, affiliates, and parent  
25 companies.

26 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be  
27 excluded from the Class Settlement signed by the Class Member.

28 1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class

1 Members and Aggrieved Employees and shall be the last date on which Class Members  
2 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,  
3 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are  
4 resent after having been returned undeliverable to the Administrator shall have an additional  
5 14 calendar days beyond the Response Deadline has expired to submit Requests for  
6 Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks  
7 allocated to them as a part of the Settlement.

8 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the  
9 Judgment.

10 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at  
11 least one day, during the Class Period.

12 **2. RECITALS.**

13 2.1. On February 28, 2025, Plaintiff commenced this Action by filing a Complaint in San  
14 Bernardino Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§  
15 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198  
16 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide  
17 Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5)  
18 Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor  
19 Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code §  
20 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200  
21 et seq. (Unfair Business Practices). On May 6, 2025, Plaintiff filed a First Amended Complaint adding a  
22 cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended  
23 Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the  
24 allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws  
25 identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the  
26 causes of action alleged.

27 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and  
28 the LWDA by sending the PAGA Notice on February 27, 2025.

1           2.3.    On November 12, 2025, the Parties participated in an all-day mediation presided over by  
2 Kevin Barnes, Esq. Subsequently, and following additional efforts by the mediator, the Parties were  
3 eventually able to subsequently reach an agreement to settle the Action.

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

9           2.5.    The Court has not granted class certification.

10          2.6.    The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
11 other pending class action asserting claims that will be extinguished or affected by the Settlement.

12 **3.    MONETARY TERMS.**

13          3.1.    Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant  
14 promises to pay a maximum of **\$250,000.00** as the Gross Settlement Amount, and to separately pay any and  
15 all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has  
16 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in  
17 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
18 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a  
19 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

20          3.2.    Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
21 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
22 Approval:

23          3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not  
24 more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA  
25 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant  
26 will not oppose Plaintiff's requests for Class Representative Service Payments that do not exceed  
27 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the  
28 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the

1 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
2 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form  
3 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
4 Representative Service Payments and agree to indemnify Defendant and hold it harmless for any  
5 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential  
6 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service  
7 Payment.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross  
9 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$20,000.00.  
10 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the  
11 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval  
12 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation  
13 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to  
14 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other  
15 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or  
16 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees  
17 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.  
18 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees  
19 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant  
20 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest  
21 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on  
22 these Payments or from any dispute or controversy regarding any division or sharing of any of these  
23 Payments.

24 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,675.00 except  
25 upon a showing of good cause and as approved by the Court. To the extent the Administration  
26 Expenses are less than, or the Court approves payment less than this amount, the Administrator will  
27 retain the remainder in the Net Settlement Amount. Apex Class Action, LLC has been selected as  
28 the Administrator, based upon its "not to exceed" bid of \$5,675.00.

1 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)  
2 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating  
3 Class Members during the Class Period and (b) multiplying the result by each Participating Class  
4 Member's Workweeks.

5 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
6 Class Member's Individual Class Payment will be allocated to settlement of  
7 wage claims (the "Wage Portion"). The Wage Portion of each Individual  
8 Class Payment is subject to tax withholding and will be reported on an IRS  
9 W-2 Form. The remaining 80% of each Participating Class Member's  
10 Individual Class Payment will be allocated to settlement of claims for  
11 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of  
12 each Individual Class Payment is not subject to wage withholdings and will  
13 be reported on IRS 1099 Forms. Participating Class Members assume full  
14 responsibility and liability for any taxes owed on their Individual Class  
15 Payments and agree to indemnify Defendant and hold it harmless for any  
16 responsibility, liability, claim, complaint, damages, penalties, interest or any  
17 other actual or potential damages arising from Participating Class Members'  
18 obligations to pay taxes owed on these Payments.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
20 Class Payments. Non-Participating Class Members will not receive any  
21 Individual Class Payments. The Administrator will retain amounts equal to  
22 their Individual Class Payments in the Net Settlement Amount for  
23 distribution to Participating Class Members on a pro rata basis.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to  
25 be paid from the Gross Settlement Amount, with 75% (\$16,250.00) allocated to the LWDA PAGA  
26 Payment and 25% (\$8,750.00) allocated to Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)  
28 dividing the amount of the Aggrieved Employees' 25% share of PAGA

1 Penalties (\$8,750.00) by the total number of PAGA Period Pay Periods  
2 worked by all Aggrieved Employees during the PAGA Period and (b)  
3 multiplying the result by each Aggrieved Employee's PAGA Period Pay  
4 Periods. Aggrieved Employees assume full responsibility and liability for  
5 any taxes owed on their Individual PAGA Payments and agree to indemnify  
6 Defendant and hold it harmless for any responsibility, liability, claim,  
7 complaint, damages, penalties, interest or any other actual or potential  
8 damages arising from Participating Class Members' obligations to pay taxes  
9 owed on these Payments.

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

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15 4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on  
16 the estimate that number of Workweeks worked by Class Members during the Class Period is estimated to  
17 be 5,301 and the number of pay periods worked by the estimated 29 Aggrieved Employees is 792.

18 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of  
19 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
20 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in  
21 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict  
22 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform  
23 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel  
24 if it discovers that the Class Data omitted class member identifying information and to provide corrected or  
25 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
26 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously  
27 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted  
28 Class Data.

1           4.3.    Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,  
2 and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes as to the Wage Portion  
3 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the  
4 Effective Date.

5           4.4.    Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds  
6 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class  
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
8 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses  
9 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,  
10 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not  
11 precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

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

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

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

17 **5. RELEASES OF CLAIMS.**

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

20 5.1. Plaintiff's Release.

21 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses,  
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns  
23 generally, release and discharge Released Parties from any and all of the claims,  
24 whether known or unknown, suspected or unsuspected, contingent or non-  
25 contingent, which now exist, or have existed, upon any theory of law or equity now  
26 existing, including, but not limited to, conduct that is negligent, intentional, with or  
27 without malice, or a breach of any duty, law or rule, without regard to the subsequent  
28 discovery or existence of such different or additional facts. Additionally, Plaintiff

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

26 5.1.2. Release of PAGA Claims and Civil Penalties Under PAGA: Upon approval by the  
27 Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and  
28 proxy of the LWDA, will release the Released Parties from any and all claims for

1 civil penalties under the California Labor Code Private Attorneys General Act of  
2 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for  
3 work performed during the PAGA Period and based on or arising out of the alleged  
4 violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and  
5 the Action.

6 5.1.3. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of  
7 Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
8 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

14 5.2. Release by Participating Class Members: Upon final approval of the settlement, all  
15 Participating Class Members, on behalf of themselves and their respective former and present  
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties  
17 from all claims that occurred during the Class Period and were alleged, or reasonably could have been  
18 alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”) for unpaid overtime,  
19 meal period premiums, rest period premiums, unpaid minimum wage, untimely payment of final wages,  
20 failure to timely pay wages during employment, non-compliant wage statements, failure to keep requisite  
21 payroll records, waiting time penalties, unreimbursed business expenses, and violation of Business and  
22 Professions Code §§ 17200, et seq. Participating Class Members do not release any other claims, including  
23 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
24 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts  
25 occurring outside the Class Period.

26 **6. MOTION FOR PRELIMINARY APPROVAL.**

27 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary  
28 Approval”) that complies with the Court’s current checklist for Preliminary Approval.

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

20           6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and  
21 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt  
22 hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the  
23 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary  
24 Approval to the Administrator.

25           6.3. 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 telephone, and  
28 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions

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

4 **7. SETTLEMENT ADMINISTRATION.**

5 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC  
6 ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be  
7 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange  
8 for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest  
9 or relationship, financial or otherwise, with the Administrator other than a professional relationship arising  
10 out of prior experiences administering settlements.

11 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
12 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
13 federal tax authorities.

14 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
15 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

16 7.4. Notice to Class Members.

17 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator  
18 shall notify Class Counsel that the list has been received and state the number of  
19 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class  
20 Data.

21 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen  
22 (14) days after receiving the Class Data, the Administrator will send to all Class  
23 Members identified in the Class Data, via first-class United States Postal Service  
24 ("USPS") mail, the Class Notice (with Spanish translation) substantially in the form  
25 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall  
26 prominently estimate the dollar amounts of any Individual Class Payment and/or  
27 Individual PAGA Payment payable to the Class Member, and the number of  
28 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing

1 Class Notices, the Administrator shall update Class Member addresses using the  
2 National Change of Address database.

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

10 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks  
11 and/or Pay Periods, and Requests for Exclusion will be extended an additional  
12 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice  
13 for all Class Members whose notice is re-mailed. The Administrator will inform the  
14 Class Member of the extended deadline with the re-mailed Class Notice.

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

24 7.5. Requests for Exclusion (Opt-Outs).

25 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
26 Settlement must send the Administrator, by fax, email, or mail, a signed written  
27 Request for Exclusion not later than sixty (60) days after the Administrator mails the  
28 Class Notice or as otherwise extended for re-mailed Class Notices as described

1                    herein. A Request for Exclusion is a letter from a Class Member or his/her  
2                    representative that reasonably communicates the Class Member's election to be  
3                    excluded from the Settlement and includes the Class Member's name, address and  
4                    email address or telephone number. To be valid, a Request for Exclusion must be  
5                    timely faxed, emailed, or postmarked by the Response Deadline, subject to extension  
6                    for re-mailed Class Notices as described herein.

7                    7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails  
8                    to contain all the information specified in the Class Notice. The Administrator shall  
9                    accept any Request for Exclusion as valid if the Administrator can reasonably  
10                   ascertain the identity of the person as a Class Member and the Class Member's desire  
11                   to be excluded. The Administrator's determination shall be final and not appealable  
12                   or otherwise susceptible to challenge. If the Administrator has reason to question  
13                   the authenticity of a Request for Exclusion, the Administrator may demand  
14                   additional proof of the Class Member's identity. The Administrator's determination  
15                   of authenticity shall be final and not appealable or otherwise susceptible to challenge.

16                   7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion  
17                   is deemed to be a Participating Class Member under this Agreement, entitled to all  
18                   benefits and bound by all terms and conditions of the Settlement, including the  
19                   Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,  
20                   regardless whether the Participating Class Member actually receives the Class  
21                   Notice or objects to the Settlement.

22                   7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
23                   Non-Participating Class Member and shall not receive an Individual Class Payment  
24                   or have the right to object to the class action components of the Settlement. Because  
25                   future PAGA claims are subject to claim preclusion upon entry of the Judgment,  
26                   Non-Participating Class Members are eligible for an Individual PAGA Payment.

27                   7.6.    Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days  
28                   after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class

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

12 **7.7. Objections to Settlement.**

13 7.7.1. Only Participating Class Members may object to the class action components of the  
14 Settlement and/or this Agreement, including contesting the fairness of the  
15 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
16 Counsel Litigation Expenses Payment and/or Class Representative Service  
17 Payment.

18 7.7.2. Participating Class Members may send written objections to the Administrator, by  
19 fax, email, or mail. In the alternative, Participating Class Members may appear in  
20 Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
21 Approval Hearing. A Participating Class Member who elects to send a written  
22 objection to the Administrator must do so not later than the Response Deadline, or  
23 as otherwise extended for re-mailed Class Notices as described herein.

24 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
25 components of the Settlement.

26 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved  
27 Employees have no right to object to or intervene in any of the PAGA components  
28 of the Settlement.

1           7.8.    Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
2 performed or observed by the Administrator contained in this Agreement or otherwise.

3           7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post  
4 information of interest to Class Members including the date, time and location for  
5 the Final Approval Hearing and copies of the Settlement Agreement, the Class  
6 Notice, the Final Approval and the Judgment on the Administrator’s website. The  
7 Administrator will also maintain and monitor an email address and a toll-free  
8 telephone number to receive Class Member calls, faxes and emails.

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

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

27           7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
28 address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Workweeks and/or Pay Periods.  
2 The Administrator's decision shall be final and not appealable or otherwise  
3 susceptible to challenge.

4 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by  
5 which Plaintiff is required to file the Motion for Final Approval of the Settlement,  
6 the Administrator will provide to Class Counsel and Defense Counsel, a signed  
7 declaration suitable for filing in Court attesting to its due diligence and compliance  
8 with all of its obligations under this Agreement, including, but not limited to, its  
9 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of  
10 Class Notices, attempts to locate Class Members, the total number of Requests for  
11 Exclusion from Settlement it received (both valid or invalid), the number of written  
12 objections and attach the Exclusion List. The Administrator will supplement its  
13 declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
14 responsible for filing the Administrator's declaration(s) in Court.

15 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the  
16 Administrator disburses all funds in the Gross Settlement Amount, the Administrator  
17 will provide Class Counsel and Defense Counsel with a final report detailing its  
18 disbursements by employee identification number only of all payments made under  
19 this Agreement. At least fourteen (14) days before any deadline set by the Court, the  
20 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
21 signed declaration suitable for filing in Court attesting to its disbursement of all  
22 payments required under this Agreement. Class Counsel is responsible for filing the  
23 Administrator's declaration in Court.

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

25 Based on its records, Defendant estimates that the number of Workweeks during the Class Period is  
26 estimated to be 5,301. The Parties have stipulated to a 10% escalation of the estimated Workweeks in the  
27 final Workweeks' count at the end of the Class Period without any increase to the Gross Settlement Amount.  
28 In the event the number of Workweeks worked increases by more than 10%, (i.e., exceeds 5,831

1 Workweeks), then Defendant shall make an election that one of the following occur: (1) either the GSA  
2 shall be increased proportionally by the Workweeks worked in excess of 5,831; or (2) the Class Period and  
3 PAGA Period (as well as the end date for the release period) will end on the date that the number of  
4 Workweeks worked by Class Members reaches 5,831. Defendant shall inform Plaintiff no later than three  
5 days prior to the filing of a Motion for Preliminary Approval whether the provisions of this Paragraph appear  
6 to have been triggered and if so, its election under this paragraph. Final confirmation of whether the  
7 provisions of this Paragraph have triggered will be verified by the Administrator prior to sending the Class  
8 Notice.

9 **9. RIGHT TO WITHDRAW**

10 If 10% or more of the Settlement Class members elect not to participate in the Settlement by  
11 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all  
12 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects  
13 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect  
14 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,  
15 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that  
16 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 30  
17 calendar days following the Response Deadline.

18 **10. MOTION FOR FINAL APPROVAL**

19 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will  
20 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA  
21 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment  
22 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense  
23 Counsel prior to filing the Motion for Final Approval upon request. Class Counsel and Defense Counsel  
24 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements  
25 concerning the Motion for Final Approval.

26 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a  
27 Participating Class Member, including the right to file responsive documents in Court no  
28 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or

1 accepted by the Court.

2 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval  
3 on any material change to the Settlement (including, but not limited to, the scope of release  
4 to be granted by Class Members), the Parties will expeditiously work together in good faith  
5 to address the Court's concerns by revising the Agreement as necessary to obtain Final  
6 Approval. The Parties agree that changes to the timing of payments or notice periods, or to  
7 the contents of the Notice of Settlement, which are requested by the Court do not necessitate  
8 an amendment or revision to this Agreement unless such an Amendment is required by the  
9 Court.

10 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
11 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes  
12 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
13 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

14 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
16 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,  
17 their respective counsel, and all Participating Class Members who did not object to the  
18 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,  
19 including all rights to post-judgment and appellate proceedings, the right to file motions to  
20 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
21 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
22 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement  
23 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
24 final, except as to matters that do not affect the amount of the Net Settlement Amount.

25 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
27 material modification of this Agreement (including, but not limited to, the scope of release  
28 to be granted by Class Members), this Agreement shall be null and void. The Parties shall

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

8 **11. AMENDED JUDGMENT.**

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

11 **12. ADDITIONAL PROVISIONS.**

12 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
13 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in  
14 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations  
15 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should  
16 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.  
17 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.  
18 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,  
19 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
20 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification  
21 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, any papers  
22 submitted or filed in connection with the approval of this Agreement, and Parties' willingness to settle the  
23 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for  
24 proceedings to enforce or effectuate the Settlement and this Agreement).

25 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding  
26 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate  
27 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)  
28 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective

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

7       12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
8 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they  
9 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to  
10 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or  
11 generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
12 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
13 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
14 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued  
15 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any  
16 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,  
17 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
18 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding  
19 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was  
20 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with  
21 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.  
22 Notwithstanding the foregoing, the settlement is not confidential, and Plaintiff and/or Plaintiff's Counsel  
23 shall submit the settlement to the LWDA and the Court for purposes of obtaining preliminary and/or final  
24 settlement approval.

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

1           12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
2 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
3 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
4 by any Party.

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

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

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

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

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

27           12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
28 benefit of, the successors of each of the Parties.

1           12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
2 governed by and interpreted according to the internal laws of the state of California, without regard to  
3 conflict of law principles.

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

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

10           12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence  
11 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in  
12 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be  
13 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates  
14 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the  
15 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all  
16 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from  
17 Defendant.

18           12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
19 for convenience of reference only and does not constitute a part of this Agreement.

20           12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
21 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal  
22 legal holiday, such date or deadline shall be on the first business day thereafter.

23           12.18. Notice. All notices, demands or other communications between the Parties in connection  
24 with this Agreement will be in writing and deemed to have been duly given as of the third business day after  
25 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

26                   To Plaintiff:

27                   Seung L. Yang  
28                   [seung.yang@thesentinel.com](mailto:seung.yang@thesentinel.com)  
                    Tiffany Hyun  
                    [tiffany.hyun@thesentinel.com](mailto:tiffany.hyun@thesentinel.com)

1 Jeffrey P. Jackson  
2 [jeffrey.jackson@thesentinelfirm.com](mailto:jeffrey.jackson@thesentinelfirm.com)  
3 **THE SENTINEL FIRM, APC**  
4 355 S Grand Ave. Suite 1450  
5 Los Angeles, California 90071  
6 Telephone: (213) 985-1150  
7 Facsimile: (213) 985-2155

8 To Defendants:

9 **GOE FORSYTHE & HODGES LLP**  
10 Ron Hodges ([rhodges@goeforlaw.com](mailto:rhodges@goeforlaw.com))  
11 Taylor DeRosa ([tderosa@goeforlaw.com](mailto:tderosa@goeforlaw.com))  
12 17701 Cowan, Ste 210  
13 Irvine, CA 92614-6840  
14 Telephone: (949) 798-2460  
15 Facsimile: (949) 955-9437

16 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
17 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted  
18 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument  
19 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart  
20 will be admissible in evidence to prove the existence and contents of this Agreement.

21 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation  
22 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the  
23 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial  
24 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:**



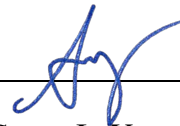
4 Dated: 03 / 10 / 2026

By: \_\_\_\_\_  
**TONY LARA**

5  
6 **Plaintiff's Counsel (as to form):**

7 Dated: 3/19/2026

**THE SENTINEL FIRM, APC**

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

Seung L. Yang  
Tiffany Hyun  
Jeffrey P. Jackson

Attorneys for Plaintiff

10  
11  
12 **Defendant:**

13 Dated: \_\_\_\_\_

**JG COMPANIES, INC.**

14  
15 By: \_\_\_\_\_  
Print Name

16  
17 \_\_\_\_\_  
Signature

18  
19 \_\_\_\_\_  
Title

20  
21  
22 **Defendant's Counsel (as to form):**

23 Dated: \_\_\_\_\_

**GOE FORSYTHE & HODGES LLP**

24  
25 By: \_\_\_\_\_  
Ron Hodges  
Taylor DeRosa

26  
27 Attorneys for Defendant  
28 **JG COMPANIES, INC.**

1 **IT IS SO AGREED.**

2  
3 **Plaintiff & Class Representative:**

4 Dated: \_\_\_\_

By: \_\_\_\_\_  
**TONY LARA**

5  
6 **Plaintiff's Counsel (as to form):**

7 Dated: \_\_\_\_

**THE SENTINEL FIRM, APC**

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

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

Attorneys for Plaintiff

12 **Defendant:**

13 Dated: Mar 20, 2026

**JG COMPANIES, INC.**

14  
15 By: Adam Shihadeh  
16 \_\_\_\_\_  
17 Print Name

18 *Adam Shihadeh*  
19 Adam Shihadeh (Mar 20, 2026 11:31:10 PDT)  
20 \_\_\_\_\_  
21 Signature

22 President  
23 \_\_\_\_\_  
24 Title

25  
26 **Defendant's Counsel (as to form):**

27 Dated: March 20, 2026

**GOE FORSYTHE & HODGES LLP**

28 By:   
\_\_\_\_\_

Ron Hodges  
Taylor DeRosa

Attorneys for Defendant  
JG COMPANIES, INC.