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16 Ruhnau Clarke Architects

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SAN DIEGO**

19 JACQUELINE MALDONADO, an
20 individual, on behalf of herself and others
21 similarly situated,

22 *Plaintiff,*

23 vs.

24 RUHNAU CLARKE ARCHITECTS, a
25 California corporation; and DOES 1 through
26 10, inclusive,

27 *Defendants.*

Case No. 37-2023-00037299-CU-OE-CTL

*Assigned for All Purposes to:
Hon. Richard S. Whitney
Dept. 68*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Jacqueline Maldonado (“Plaintiff”) and Defendant Ruhnau Clarke Architects
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiff’s lawsuit alleging class action wage and hour violations
7 against Defendant captioned *Jacqueline Maldonado v. Ruhnau Clarke Architects*, filed on August
8 28, 2023 in San Diego County Superior Court, Case No. 37-2023-00037299-CU-OE-CTL, and
9 Plaintiff’s representative PAGA action captioned *Jacqueline Maldonado v. Ruhnau Clarke*
10 *Architects*, filed on June 11, 2024 in San Diego County Superior Court, Case No. 37-2024-
11 00027674-CU-OE-CTL.

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

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

18 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an
19 hourly-paid or non-exempt employee at any time during the PAGA Period.

20 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or
21 non-exempt employee at any time during the Class Period.

22 1.6 “Class Counsel” means John G. Yslas, Jeffrey C. Bills, Aram Boyadjian, and Andrew
23 Sandoval of Wilshire Law Firm, PLC.

24 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
25 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
26 request approval from the Court of up to one-third (1/3) of the Gross Settlement Amount.

27 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,

1 not to exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents) and paid from the Gross
2 Settlement Amount.

3 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
4 including the Class Member’s name, last-known mailing address, Social Security number, and
5 number of Workweeks and PAGA Pay Periods.

6 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
7 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
8 Class Member who qualifies as an Aggrieved Employee).

9 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
10 current Class Member mailing addresses using all reasonably available sources, methods, and
11 means including, but not limited to, the National Change of Address database, skip traces, and
12 direct contact by the Administrator with Class Members.

13 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
14 Final Approval, to be mailed to Class Members in English, attached as Exhibit A and incorporated
15 by reference into this Agreement.

16 1.13 “Class Period” or “Class Settlement Period” means the period from August 28, 2019
17 through November 19, 2024 (“Settlement Class Period”).

18 1.14 “Class Representative” means the named Plaintiff Jacqueline Maldonado in the Action.

19 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
20 to the Class Representative for initiating the Actions and providing services in support of the
21 Action.

22 1.16 “Court” means the Superior Court of California, County of San Diego.

23 1.17 “Defendant” means named Defendant Ruhnau Clarke Architects.

24 1.18 “Defense Counsel” means Megan A. Childress and Joana M. Brooker of O’Hagan Meyer
25 LLP.

26 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the
27 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
28 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

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

5 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

6 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
7 of the Settlement.

8 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
9 Approval of the Settlement.

10 1.23 “Gross Settlement Amount” or “GSA” means \$495,000.00 (Four Hundred Ninety-Five
11 Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement,
12 except as provided in Paragraph 8 below.

13 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
14 the Net Settlement Amount calculated according to the number of Workweeks worked during the
15 Class Period.

16 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
17 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
18 the PAGA Period.

19 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

20 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
21 entitled, under Labor Code section 2699, subd. (i) (2016).

22 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
23 under Labor Code section 2699, subd. (i) (2016).

24 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
26 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
27 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
28 as Individual Class Payments.

1 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
2 Settlement by sending the Administrator a valid and timely Request for Exclusion.

3 1.31 “Operative Complaints” mean the operative Class Action Complaint filed on August 28,
4 2023, and the PAGA Representative Action, filed on June 11, 2024.

5 1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
6 worked for Defendant for at least one day during the PAGA Period.

7 1.33 “PAGA Period” means the period from August 28, 2022 through November 19, 2024.

8 1.34 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§
9 2698, *et seq.*).

10 1.35 “PAGA Notice” means Plaintiff’s October 17, 2023 letters to the LWDA and Defendant
11 providing notice pursuant to Labor Code section 2699.3, subd.(a).

12 1.36 “PAGA Penalties” means the total amount of \$22,500.00 in PAGA civil penalties to be
13 paid from the Gross Settlement Amount, allocated 25% (\$5,625.00) to the Aggrieved Employees
14 and 75% (\$16,875.00) to the LWDA in settlement of PAGA claims.

15 1.37 “Participating Class Member” means a Class Member who does not submit a valid and
16 timely Request for Exclusion from the Settlement.

17 1.38 “Plaintiff” means Jacqueline Maldonado, the named plaintiff in the Action.

18 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
19 Settlement.

20 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.3
21 below.

22 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph
23 5.4 below.

24 1.42 “Released Parties” means Defendant and any of its past, present and/or future, directors,
25 officers, partners, principals, trustees, shareholders, owners, members, managers, employees,
26 administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents,
27 subsidiaries.
28

1 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be
2 excluded from the Class Settlement signed by the Class Member.

3 1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
4 Class Members and Aggrieved Employees and shall be the last date on which Class Members
5 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
6 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after
7 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
8 calendar days beyond the Response Deadline has expired.

9 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.46 “Workweek” means any week during which a Class Member worked for Defendant for
12 at least one day, during the Class Period.

13 **2. RECITALS.**

14 2.1 On August 28, 2023, Plaintiff filed a Class Action Complaint alleging causes of action
15 against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay
16 Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest
17 Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate
18 Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to
19 Produce Requested Employment Records; and (9) Unfair Business Practices.

20 2.2 On October 17, 2023, pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave notice
21 to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under
22 PAGA (LWDA-CM-988146-23). On June 11, 2024, after the 65-day statutory period passed,
23 Plaintiff filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, Case No.
24 37-2024-00027674-CU-OE-CTL.

25 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the
26 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
27 the Actions.
28

1 2.4 On September 19, 2024 the Parties participated in an all-day mediation presided over by
2 mediator Russ J. Wunderli, Esq. The Parties reached settlement that day and agreed on general
3 settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding
4 on June 20, 2025.

5 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
6 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
7 representative sampling of time and payroll data for Class Members and the necessary policy
8 documents through informal discovery to properly evaluate the strengths and weakness of the
9 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
10 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
11 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
12 (“*Dunk/Kullar*”).

13 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
14 other pending matters or actions asserting claims that will be extinguished or affected by the
15 Settlement.

16 3. **MONETARY TERMS.**

17 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
18 Defendant will pay \$495,000.00 (Four Hundred Ninety-Five Dollars and Zero Cents) to fully
19 settle, resolve, and extinguish all claims asserted in the Action, including without limitation all
20 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
21 not include employer payroll taxes owed on the wage portions of the Individual Class Payments,
22 which Defendant will pay separately.

23 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
24 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
25 in the Final Approval:

26 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
27 of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any Individual
28 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive

1 as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class
2 Representative Service Payment that does not exceed this amount. As part of the motion for the
3 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
4 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
5 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
6 Representative Service Payment less than the amount requested, the Administrator will retain the
7 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
8 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
9 assumes full responsibility and liability for employee taxes owed on the Class Representative
10 Service Payment.

11 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
12 Gross Settlement Amount, which is currently estimated to be \$165,000.00 (One Hundred Sixty-
13 Five Thousand Dollars and Zero Cents) and a Class Counsel Litigation Expenses Payment for
14 actual costs, not to exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents). Defendant will
15 not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class
16 Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the
17 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
18 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
19 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
20 distribution to Participating Class Members. Released Parties shall have no liability to Class
21 Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel
22 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
23 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099
24 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
25 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
26 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
27 sharing of any of these Payments.

1 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$5,500.00
2 except for a showing of good cause and as approved by the Court. To the extent the
3 Administration Costs are less or the Court approves payment of less than \$5,500.00, the
4 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
5 Participating Class Members.

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

10 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
11 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
12 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
13 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
14 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
15 reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject
16 to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members
17 assume full responsibility and liability for any employee taxes owed on their Individual Class
18 Payment.

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 Individual Class
21 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
22 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

23 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$22,500.00 (Twenty-Two Thousand, Five Hundred Dollars and Zero Cents) to be paid from the
25 Gross Settlement Amount, with 75% (\$16,875.00) allocated to the LWDA PAGA Payment and
26 25% (\$5,625.00) allocated to the 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 Penalties of \$16,875.00

1 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
2 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
3 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
4 their Individual PAGA Payment.

5 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
6 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
7 Participating Class Members. The Administrator will report the Individual PAGA Payments on
8 IRS 1099 Forms.

9 **4. SETTLEMENT FUNDING AND PAYMENTS.**

10 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
11 records, Defendant represents there are 152 Class Members who collectively worked a total of
12 14,642 workweeks during the Class Period, and 103 Aggrieved Employees who worked a total
13 of 2,934 PAGA Pay Periods during the PAGA Period, as of September 26, 2024.

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

26 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
27 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
28 the funds to the Administrator no later than thirty (30) days after the Effective Date.

1 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
2 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
3 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
4 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
5 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
6 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
7 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

8 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
10 face of each check shall prominently state the date (180 days after the date of mailing) when the
11 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
12 Void Date. The Administrator will send checks for Individual Settlement Payments to all
13 Participating Class Members (including those for whom the Class Notice was returned
14 undelivered). The Administrator will send checks for Individual PAGA Payments to all
15 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
16 Employees (including those for whom Class Notice was returned undelivered). The Administrator
17 may send Participating Class Members a single check combining the Individual Class Payment
18 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
19 must update the recipients’ mailing addresses using the National Change of Address Database.

20 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
21 Members whose checks are returned undelivered without USPS forwarding address. Within seven
22 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
23 forwarding address provided or to an address ascertained through the Class Member Address
24 Search. The Administrator need not take further steps to deliver checks to Class Members whose
25 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Class Member whose original check was lost or misplaced, requested
27 by the Class Member prior to the Void Date.
28

1 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
2 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
3 funds represented by such checks to the California Controller’s Unclaimed Property Fund in the
4 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
5 California Code of Civil Procedure Section 384, subd. (b).

6 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
7 not obligate Defendant to confer any additional benefits or make any additional payments to Class
8 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

9 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
10 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
11 Class Payments, Plaintiff, Class Members, Aggrieved Employees, the LWDA, and Class Counsel
12 will release claims against all Released Parties as follows:

13 5.1 **Plaintiff’s Release.** With the exception of the Excluded Claims identified in Section
14 5.2, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, releases and discharges Released Parties from all claims,
16 transactions, or occurrences, including but not limited to all claims that were, or reasonably could
17 have been, alleged, based on the facts contained in the Operative Complaints or ascertained during
18 the Actions; claims under the California Labor Code and all equivalent claims under federal law;
19 and any other claims, debts, liabilities, demands, damages, obligations, actions and causes of
20 actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected,
21 arising out of or in connection with their employment with Defendant, the separation of such
22 employment, or any other act, omission or event occurring between the Parties at any time during
23 the Class Period up through the date the Plaintiffs executed this Agreement. With the exception
24 of the Excluded Claims identified in Section 5.2, this Release includes, without limitation: (1) all
25 claims for violation of any federal, state or local statute, ordinance or regulation relating to
26 employment benefits, leaves of absence, or discrimination, harassment, retaliation, or
27 whistleblowing in employment, specifically including, without limitation, the California Fair
28 Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights

1 Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the
2 Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the
3 Americans with Disabilities Act, and the Employee Retirement Income Security Act, the
4 Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform
5 and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California
6 Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and
7 Reemployment Rights Act, and any regulation of any administrative agency or governmental
8 authority relating to employment benefits or discrimination or harassment or retaliation in
9 employment; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the Portal to Portal Act,
10 29 U.S.C. § 251 et seq.; (2) all claims for failure to pay minimum or overtime wages, failure to
11 timely pay wages, failure to provide accurate itemized wage statements, failure to maintain
12 accurate records, failure to reimburse business expenses, failure to provide meal periods or rest
13 breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of
14 payment, and any claim for violations of the California Labor Code, California’s Business and
15 Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission
16 Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of
17 oral, implied or written contract, breach of implied covenant of good faith and fair dealing,
18 negligent or intentional infliction of emotional distress, and conversion; (4) all claims for
19 wrongful termination of employment, other than on the basis of race and/or gender; (5) all claims
20 for wages, penalties and/or benefits; and (6) all claims for attorneys’ fees and costs. Plaintiff
21 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
22 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
23 Release shall be and remain effective in all respects, notwithstanding such different or additional
24 facts or Plaintiff’s discovery of them. Plaintiff’s

25 5.2 Claims Excluded From Plaintiff’s Release (“Excluded Claims”). Plaintiff’s Release
26 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
27 benefits, unemployment benefits, disability benefits, social security benefits, workers’
28 compensation benefits that arose at any time. Plaintiff’s Released claims specifically exclude any

1 claim for wrongful termination, harassment, discrimination, and retaliation in the basis of race
2 and/or gender Plaintiff may have against Defendant. For avoidance of doubt, this agreement
3 expressly does not release or waive any claims related to race or gender discrimination,
4 harassment, retaliation, emotional distress, or wrongful termination.

5 5.3 Release by Participating Class Members: Plaintiff and all Participating Class Members,
6 other than those who submit requests for exclusion, on behalf of themselves and their respective
7 former and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, shall release all claims, damages, debts, obligations, penalties, actions, rights, demands,
9 liabilities, and causes of action, of any kind, arising under state, federal or local law, whether
10 statutory, common law, or administrative law, at any time during the Class Period, that were
11 alleged or which could have reasonably been alleged based on the facts alleged in the operative
12 Complaints or ascertained in the course of the Actions (the “Released Class Claims”), including
13 but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor
14 Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal.
15 Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor
16 Code §§ 226.7, 512, 1174(d), and 1174.5); (4) failure to authorize and permit rest periods
17 (pursuant to Cal. Labor Code §§ 226.7 and 1174.5); (5) failure to timely pay final wages at
18 termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized
19 wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for
20 expenditures (pursuant to Cal. Labor Code §§ 2802 and 2699(f)(2)); (8) failure to produce
21 requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9)
22 unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration
23 of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the
24 claims that were asserted in the Actions or could have been asserted in the Actions based on the
25 facts and circumstances alleged in the Complaints. The Released Class Claims are those that
26 accrued during the Class Period.

27 5.4 Released PAGA Claims by Aggrieved Employees and the LWDA: Plaintiff and all Class
28 Members who are Aggrieved Employees, regardless of whether they are Participating Class

1 Members or Non-Participating Class Members, shall release, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, the Released Parties from all claims for PAGA civil penalties, interest, fees or costs
4 that are alleged or reasonably could have been alleged based on the facts alleged in the operative
5 PAGA Complaint and/or in Plaintiff's November 1, 2024 and November 18, 2024 PAGA
6 Notices, including but not limited to: (1) failure to pay minimum and straight time wages
7 (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 2699(f)(2)), 1197, and 1197.1); (2)
8 failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure
9 to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to
10 authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to
11 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6)
12 failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and
13 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802);
14 (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432,
15 and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding
16 accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain
17 accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and
18 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1,
19 1174, 1174.5, 1198 and 1199); (12) failure to provide proper paid sick leave (pursuant to Cal.
20 Labor. Code §§ 233, 234, 245 – 248.5); (13) refusal to pay wages due and/or denial of the validity
21 of any claim to wages due (pursuant to Cal. Labor Code § 216); (14) secretly paying wages lower
22 than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code § 223);
23 (15) failure to pay vested vacation/ paid time off (pursuant to Cal. Labor Code § 227.3); (14)
24 failure to timely provide temporary workers with owed wages (pursuant to Cal. Labor Code §
25 201.3); (16) unlawful agreements/ unlawful criminal history inquiries (pursuant to Cal. Labor
26 Code §§ 432.5, 1024.5, and CA Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et
27 seq.); (17) preventing employees from using or disclosing the skills, knowledge and experiences
28 they obtained at Employers, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6,

1 232, 232.5, 1102.5, and 1197.5); (18) unlawful inquiries into criminal histories (pursuant to Cal.
2 Labor Code § 432.7; (19) workplace health and safety violations (pursuant to Cal. Labor Code §§
3 1527, 3366, 3457, 8397.4, 6401, and 6401; (20) willful misclassification (pursuant to Cal. Labor
4 Code §§ 223 and 226.8); (19) retaliation (pursuant to Cal. Labor Code § 1102.5); and (21) civil
5 penalties for wage and hour violations (pursuant to Cal. Labor Code §§ 210, 226.3, 558, 1174.5,
6 1197.1, and 2699). The Released PAGA Claims are those that accrued during the PAGA Period.

7 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
8 preliminary approval (“Motion for Preliminary Approval”).

9 6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents necessary for obtaining
10 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
11 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
12 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)
13 (2016); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA
14 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming
15 willingness and competency to serve and disclosing all facts relevant to any actual or potential
16 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from
17 Class Counsel firm attesting to its competency to represent the Class Members; its timely
18 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
19 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)
20 (2016)), this Agreement (Labor Code section 2699, subd. (l)(2) (2016)); and (vi) all facts relevant
21 to any actual or potential conflict of interest with Class Members, and/or the Administrator. In
22 their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other
23 pending matter or action asserting claims that will be extinguished or adversely affected by the
24 Settlement.

25 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
26 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
27 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
28

1 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
2 Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

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

11 7. **SETTLEMENT ADMINISTRATION.**

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

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

21 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
23 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
24 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
25 to Participating Class Members.

26 7.4 Notice to Class Members.

1 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
2 shall notify Class Counsel that the list has been received and state the number of Class Members,
3 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

12 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
14 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
15 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
16 Notice to the most current address obtained. The Administrator has no obligation to make further
17 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
18 USPS a second time.

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

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

1 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
2 requiring them to exercise options under this Agreement not later than fourteen (14) days after
3 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

4 7.5 Requests for Exclusion (Opt-Outs).

5 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
6 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
7 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
8 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
9 is a letter from a Class Member or his/her representative that reasonably communicates the Class
10 Member's election to be excluded from the Settlement and includes the Class Member's name,
11 address and email address or telephone number. To be valid, a Request for Exclusion must be
12 timely faxed, emailed, or postmarked by the Response Deadline.

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

22 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
24 bound by all terms and conditions of the Settlement, including the Participating Class Members'
25 Releases under paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating
26 Class Member actually receives the Class Notice or objects to the Settlement.

27 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or have the

1 right to object to the class action components of the Settlement. Because future PAGA claims are
2 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
3 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
4 Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

5 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
6 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
7 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
8 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
9 may challenge the allocation by communicating with the Administrator via fax, email or mail.
10 The Administrator must encourage the challenging Class Member to submit supporting
11 documentation. In the absence of any contrary documentation, the Administrator is entitled to
12 presume that the Workweeks contained in the Class Notice are correct so long as they are
13 consistent with the Class Data. The Administrator's determination of each Class Member's
14 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
15 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
16 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
17 Administrator's determination of the challenges.

18 7.7 Objections to Settlement.

19 7.7.1 Only Participating Class Members may object to the class action components of the
20 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
21 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
22 Payment and/or Class Representative Service Payment.

23 7.7.2 Participating Class Members may send written objections to the Administrator, by
24 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
25 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
26 Participating Class Member who elects to send a written objection to the Administrator must do
27 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
28 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

1 7.7.3 Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

3 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
4 performed or observed by the Administrator contained in this Agreement or otherwise.

5 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
6 maintain and use an internet website to post information of interest to Class Members including
7 the date, time and location for the Final Approval Hearing and copies of the Settlement
8 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
9 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
11 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
12 telephone number to receive Class Member calls, faxes and emails.

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

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

1 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
2 address and make final decisions consistent with the terms of this Agreement on all Class Member
3 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
4 shall be final and not appealable or otherwise susceptible to challenge.

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

15 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
16 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
17 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
18 identification number only of all payments made under this Agreement. At least fifteen (15) days
19 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
20 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
21 of all payments required under this Agreement. Class Counsel is responsible for filing the
22 Administrator's declaration in Court.

23 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
24 Defendant represents there are 152 Class Members who collectively worked a total of 14,642
25 Workweeks during the Class Period, and 103 Aggrieved Employees who worked a total of 2,934
26 PAGA Period as of September 26, 2024. If, on final calculation, the total number of Workweeks
27 is greater than 10% higher than 14,642 Workweeks (i.e. greater than 16,106 Workweeks), then
28 Defendant shall have the option to either (1) increase the Gross Settlement Amount proportionally

1 by the number of Workweeks worked in excess of 16,106 by multiplying the excess Workweeks
2 by the per Workweek value (for example, if the final number of total workweeks increased by
3 15% over 14,642, the Gross Settlement Amount will increase by 5%); or (2) the Class Period will
4 end when the number of workweeks equals 16,106. Defendant shall verify the total workweeks
5 and select an option prior to the filing for preliminary approval. If the Escalator Clause is
6 triggered and Defendant chooses option (1) above so as to increase the Gross Settlement Amount,
7 the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will
8 increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the
9 Gross Settlement Amount after the upward adjustment required by this provision is implemented.

10 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
11 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
12 Defendant may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
13 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
14 whatsoever, and that neither Party will have any further obligation to perform under this
15 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
16 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
17 Court of its election to withdraw not later than 7 days after the Administrator sends the final
18 Exclusion List to Defense Counsel; late elections will have no effect.

19 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
20 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
21 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
22 PAGA settlement under Labor Code section 2699, subd. (l) (2016); a Proposed Final Approval
23 Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall
24 provide drafts of these documents to Defense Counsel prior to filing the Motion for Final
25 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
26 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
27 Approval.
28

1 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member, including the right to file responsive documents in Court no
3 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of
7 release to be granted by Class Members), the Parties will expeditiously work together in good
8 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
9 Approval. The Court's decision to award less than the amounts requested for the Class
10 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
12 modification to the Agreement within the meaning of this paragraph.

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

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

1 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including, but not limited to, the scope of release to be granted
4 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
5 expeditiously work together in good faith to address the appellate court's concerns and to obtain
6 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
7 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
8 Court's award of the Class Representative Service Payment or any payments to Class Counsel
9 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
10 as long as the Gross Settlement Amount remains unchanged.

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

14 12. **ADDITIONAL PROVISIONS**.

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

1 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
3 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
4 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
5 or indirectly, specifically or generally, to any person, corporation, association, government
6 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
7 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
8 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
9 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
10 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
11 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
12 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
13 communication, before the filing of the Motion for Preliminary Approval, with any third party
14 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
15 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
16 communications with Class Members in accordance with Class Counsel's ethical obligations
17 owed to Class Members.

18 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
21 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
22 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

23 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.

27 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate

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

4 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
8 or content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of a mediator and/or the Court for resolution.

11 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed by all Parties or their
21 representatives, and approved by the Court.

22 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
23 to the benefit of, the successors of each of the Parties.

24 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

1 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during the Actions and in this Agreement relating to the confidentiality of information
6 shall survive the execution of this Agreement.

7 12.14 Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
8 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by
9 Defendants in connection with the mediation, other settlement negotiations, or in connection with
10 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
11 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
15 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 12.17 Notice. All notices, demands, or other communications between the Parties in
19 connection with this Agreement will be in writing and deemed to have been duly given as of the
20 third business day after mailing by United States mail, or the day sent by email or messenger,
21 addressed as follows:

22
23 To Plaintiff:

24 John G. Yslas (SBN 187324)
25 john.yslas@wilshirelawfirm.com
26 Jeffrey C. Bills (SBN 301629)
27 jeffrey.bills@wilshirelawfirm.com
28 Aram Boyadjian (SBN 334009)
29 aram.boyadjian@wilshirelawfirm.com
30 Andrew Sandoval (SBN 346996)
31 andrew.sandoval@wilshirelawfirm.com
32 **WILSHIRE LAW FIRM**
33 660 S. Figueroa St., Sky Lobby

1 Los Angeles, California 90017
2 Telephone: (213) 381-9988
3 Facsimile: (213) 381-9989

4 To Defendant:

5 MEGAN A. CHILDRESS, SBN# 266926
6 E-Mail: mchildress@ohaganmeyer.com
7 JOANA M. BROOKER, SBN# 326055
8 E-Mail: jbrooker@ohaganmeyer.com
9 **O'HAGAN MEYER LLP**
10 550 S. Hope Street, Suite 2400
11 Los Angeles, California 90071
12 Telephone: 213.647.0005

13 12.18 Execution in Counterparts. This Agreement may be executed in one or more
14 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
15 Agreement shall be accepted as an original. All executed counterparts and each of them will be
16 deemed to be one and the same instrument if counsel for the Parties will exchange between
17 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
18 the existence and contents of this Agreement.

19 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
22 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

23 12.20 Binding Agreement. The Parties intend that this Agreement shall be fully
24 enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and
25 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
26 to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that
27 otherwise might apply under federal or state law. The Parties further agree and intend that the San
28 Diego County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure
§ 664.6.

12.21 Enforcement Actions. In the event that one or more of the Parties institutes any
legal action or other proceeding against any other Party or Parties to enforce the provisions of this
Settlement or to declare rights and/or obligations under this Settlement, the successful Party or

1 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
2 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

3 12.22 Severability. In the event that one or more of the provisions contained in this
4 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
5 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
6 Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in
7 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included
8 in this Agreement.

9 12.23 Representation By Counsel. The Parties acknowledge that they have been
10 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
11 and that this Agreement has been executed with the consent and advice of counsel and reviewed
12 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
13 Settlement Agreement.

14 IT IS SO AGREED.

15
16 By the Parties:

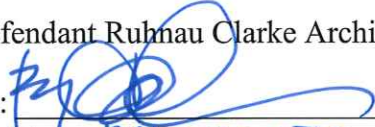
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Plaintiff Jacqueline Maldonado

20
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22 DATED: 10.20.25


Defendant Ruhnuu Clarke Architects
By: 
Position: PRESIDENT

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Approved by counsel:

DATED: 10/10/2025


WILSHIRE LAW FIRM

BY: 

John G. Yslas
Jeffrey C. Bilz
Counsel for Plaintiff Jacqueline Maldonado

DATED: 10/21/2025

O'HAGAN MEYER LLP

BY: 

Megan A. Childress
Joana M. Booker
Counsel for Defendant Ruhnau Clarke Architects

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Jacqueline Maldonado v. Ruhnau Clarke Architects
Case Nos. 37-2023-00037299-CU-OE-CTL and 37-2024-00027674-CU-OE-CTL
(San Diego County Superior Court)

***The San Diego County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Ruhnau Clarke Architects (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Jacqueline Maldonado, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid or non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (August 28, 2019 through November 19, 2024); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (August 28, 2022 through November 19, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant at some point(s) between August 28, 2019 through November 19, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is August 28, 2022 through November 19, 2024.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Diego County Superior Court, and the case is titled, *Jacqueline Maldonado v. Ruhnau Clarke Architects*, Case No. 37-2023-00037299-CU-OE-CTL. The person who sued, Jacqueline Maldonado, is the Plaintiff, and the company sued, Ruhnau Clarke Architects is the Defendant.

QUESTIONS? CALL [1-800-XXX-XXXX](tel:1-800-XXX-XXXX) TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from August 28, 2019 through November 19, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$495,000 (Four Hundred Ninety-Five Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$165,000.00, and up to \$10,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$22,500.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action, not to exceed \$5,500.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$282,000.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$22,500.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$16,875.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,625.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (August 28, 2019 through November 19, 2024). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from August 28, 2022 to November 19, 2024 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported

on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to a non-profit, Access Reproductive Justice. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and any of Defendant's past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Release by Participating Class Members: Plaintiff and all Participating Class Members, other than those who submit requests for exclusion, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release all claims, damages, debts, obligations, penalties, actions, rights, demands, liabilities, and causes of action, of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, or ascertained in the course of the Actions (the “Released Class Claims”), including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7, 512, 1174(d), and 1174.5); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7 and 1174.5); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802 and 2699(f)(2)); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims by Aggrieved Employees and the LWDA: Plaintiff and all Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties, interest, fees or costs that are alleged or reasonably could have been alleged based on the facts alleged in the operative PAGA Complaint and/or in Plaintiff’s November 1, 2024 and November 18, 2024 PAGA Notices, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 2699(f)(2)), 1197, and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) failure to provide proper paid sick leave (pursuant to Cal. Labor. Code §§ 233, 234, 245 – 248.5); (13) refusal to pay wages due and/or denial of the validity of any claim to wages due (pursuant to Cal. Labor Code § 216); (14) secretly paying wages lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code § 223); (15) failure to pay vested vacation/ paid time off (pursuant to Cal. Labor Code § 227.3); (14) failure to timely provide temporary workers with owed wages (pursuant to Cal. Labor Code § 201.3); (16) unlawful agreements/ unlawful criminal history inquiries (pursuant to Cal. Labor Code §§ 432.5, 1024.5, and CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*); (17) preventing employees from using or disclosing the skills, knowledge and experiences they obtained at Employers, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5); (18) unlawful inquiries

QUESTIONS? CALL [1-800-XXX-XXXX](tel:1-800-XXX-XXXX) TOLL FREE

into criminal histories (pursuant to Cal. Labor Code § 432.7; (19) workplace health and safety violations (pursuant to Cal. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401; (20) willful misclassification (pursuant to Cal. Labor Code §§ 223 and 226.8); (19) retaliation (pursuant to Cal. Labor Code § 1102.5); and (21) civil penalties for wage and hour violations (pursuant to Cal. Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Apex Class Action
Maldonado v. Ruhnu Clarke Architects Settlement
XXXXX
City, State, XXXXX
Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (August 28, 2022 through November 19, 2024).

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No, you will not receive an Individual Class Payment if you exclude yourself. you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (August 28, 2022 through November 19, 2024). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members for purposes of the settlement approval process. These lawyers are called Class Counsel and their contact QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)

john.yslas@wilshirelawfirm.com

Jeffrey C. Bils (SBN 301629)

jeffrey.bils@wilshirelawfirm.com

Aram Boyadjian (SBN 334009)

aram.boyadjian@wilshirelawfirm.com

Andrew Sandoval (SBN 346996)

andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby

Los Angeles, California 90017

Telephone: (213) 378-2548

Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$165,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$10,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Jacqueline Maldonado in the amount of \$10,000 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

Apex Class Action
Maldonado v. Ruhnau Clarke Architects Settlement

[REDACTED]

City, State, [REDACTED]

Email: [REDACTED]

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement

QUESTIONS? CALL [REDACTED] TOLL FREE

Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 68 of the San Diego County Superior Court located at 330 W. Broadway, San Diego, CA 92101 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact the Court-appointed Settlement Administrator, Apex Class Action, by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

Apex Class Action
Maldonado v. Ruhnu Clarke Architects Settlement

XXXXX

City, State, XXXXX

Email:

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.