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**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

JOSEPH AGUILAR, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMPUTER SCIENCES CORPORATION,
and DOES 1 through 20, inclusive,

Defendant.

Case No.: 30-2023-01310026-CU-OE-CXC

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

JURY DEMANDED

Complaint filed: March 1, 2023

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Joseph Aguilar (“Plaintiff”) and defendant Computer Sciences Corporation
3 (“CSC”). The Agreement refers to Plaintiff and CSC collectively as “Parties,” or individually as
4 “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 CSC captioned *Aguilar v. Computer Sciences Corporation*, Case No. 30-2023-01310026-CU-
8 OE-CXC initiated on March 1, 2023 and pending in Superior Court of the State of California,
9 County of Orange.

10 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the
11 Parties have agreed to appoint to administer the Settlement.

12 1.3 “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with Preliminary Approval of the Settlement.

16 1.4 “Aggrieved Employee” means all non-exempt employees of CSC in California
17 during the PAGA Period.

18 1.5 “Class” means all non-exempt employees of CSC in California during the Class
19 Period who have not already released their claims against CSC.

20 1.6 “Class Counsel” means Aegis Law Firm, PC.

21 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
22 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
23 and expenses, respectively, incurred to prosecute the Action.

24 1.8 “Class Data” means Class Member identifying information in CSC’s possession
25 including the Class Member’s name, last-known mailing address, Social Security number, and
26 number of Class Period Workweeks and PAGA Pay Periods.

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

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

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

1.12 “Class Period” means the period from September 4, 2018 to September 9, 2024.

1.13 “Class Representative” means Joseph Aguilar, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

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

1.15 “Court” means the Superior Court of California, County of Orange.

1.16 “CSC” means named Defendant Computer Sciences Corporation.

1.17 “Defense Counsel” means Heather Hearne of The Kullman Firm.

1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) Apex Class Action Administration informs CSC of the amount of employer payroll taxes it owes; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1 1.19 “Final Approval” means the Court’s order granting final approval of the
2 Settlement.

3 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final
4 Approval of the Settlement.

5 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final
6 Approval of the Settlement.

7 1.22 “Gross Settlement Amount” means \$1,045,000.00 (ONE-MILLION, FORTY-
8 FIVE-THOUSAND DOLLARS AND NO CENTS) which is the total amount CSC agrees to
9 pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement
10 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the
11 LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
12 Service Payment and the Administrator’s Expenses.

13 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata
14 share of the Net Settlement Amount calculated according to the number of Workweeks worked
15 during the Class Period.

16 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
17 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
18 during the PAGA Period.

19 1.25 “Judgment” means the judgment entered by the Court based upon the Final
20 Approval.

21 1.26 “LWDA” means the California Labor and Workforce Development Agency, the
22 agency entitled, under Labor Code section 2699, subdivision (i).

23 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
24 LWDA under Labor Code section 2699, subdivision (i).

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

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

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

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

7 1.31 “PAGA Period” means the period from March 1, 2022 to September 9, 2024.

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

9 1.33 “PAGA Notice” means Plaintiff’s March 1, 2023 letter to CSC and the LWDA
10 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

11 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
12 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
13 LWDA in settlement of PAGA claims.

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

16 1.36 “Plaintiff” means Joseph Aguilar, the named plaintiff in the Action.

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

19 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary
20 Approval and Approval of PAGA Settlement.

21 1.39 “Released Class Claims” means the claims being released as described in
22 Paragraph 5.2 below.

23 1.40 “Released PAGA Claims” means the claims being released as described in
24 Paragraph 5.3 below.

25 1.41 “Released Parties” means CSC and each of its former and present directors,
26 officers, shareholders, owners, parents, employees, members, predecessors, successors, assigns,
27 and subsidiaries.

1.42 “Request for Exclusion” means a Class Member’s submission of a written request for exclusion form (agreed upon by the Parties) from the Class Settlement signed by the Class Member.

1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) fax, email or mail his, her, or their Objection to the Settlement, or (c) fax, email or mail his, her, or their challenge of the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.45 “Workweek” means any week during which a Class Member worked for CSC for at least one day, during the Class Period.

2. RECITALS.

2.1 On March 1, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against CSC for (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to provide accurate, itemized wage statements, (7) failure to pay wages timely during employment, (8) failure to pay all wages due upon separation of employment, and (9) violation of Business and Professions Code §§ 17200, *et seq.* On May 12, 2023, Plaintiff filed a First Amended Complaint adding a cause of action for penalties pursuant to California’s Private Attorneys’ General Action (PAGA), Labor Code §§ 2698, *et seq.* (the “Operative Complaint”). CSC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

1 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely
2 written notice to CSC and the LWDA by sending the PAGA Notice.

3 2.3 On July 11, 2024, the Parties participated in an all-day mediation presided over
4 by experienced wage and hour mediator Steve Serratore which led to this Agreement to settle
5 the Action.

6 2.4 Prior to mediation, Plaintiff obtained, through informal discovery anonymized
7 time and pay records for a reasonable sampling of putative class members and alleged
8 aggrieved employees; relevant policies; the number of putative class members and the number
9 of weeks they worked during the class period; the number of alleged aggrieved employees and
10 the number of pay periods they worked during the PAGA period; the number of aggrieved
11 employees and putative class members whose employment ended during the PAGA period or
12 the three-year limitations period, respectively; Plaintiff's time, pay and personnel records; and
13 an explanation of the time and pay records produced. Plaintiff's investigation was sufficient to
14 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
15 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,
16 129-130 ("*Dunk/Kullar*").

17 2.5 The Court has not granted class certification.

18 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not
19 aware of any other pending matter or action asserting claims that will be extinguished or
20 affected by the Settlement.

21 2.7 The Parties hereby stipulate to conditional certification of the class for settlement
22 purposes only. If the Settlement Agreement is not approved by the Court, is overturned on
23 appeal, or does not become final for any other reason, the Parties agree that the certification of
24 the Settlement Classes is void *ab initio* and all of the Parties' rights are reserved in accordance
25 with Paragraph 12.1.

26 **3. MONETARY TERMS.**

27 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
28 CSC promises to pay \$1,045,000.00 (ONE-MILLION, FORTY-FIVE-THOUSAND

1 DOLLARS AND ZERO CENTS) and no more as the Gross Settlement Amount and to
2 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
3 Class Payments. CSC has no obligation to pay the Gross Settlement Amount (or any payroll
4 taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
5 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
6 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
7 Gross Settlement Amount will revert to CSC.

8 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
9 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
10 the Court in the Final Approval:

11 3.2.1 To Plaintiff: Class Representative Service Payment to the Class
12 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment
13 and any Individual PAGA Payment the Class Representative is entitled to receive as a
14 Participating Class Member). CSC will not oppose Plaintiff's request for a Class
15 Representative Service Payment that does not exceed this amount. As part of the motion
16 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will
17 seek Court approval for any Class Representative Service Payments no later than 16
18 court days prior to the Final Approval Hearing. If the Court approves a Class
19 Representative Service Payment less than the amount requested, the Administrator will
20 retain the remainder in the Net Settlement Amount. The Administrator will pay the
21 Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
22 responsibility and liability for employee taxes owed on the Class Representative Service
23 Payment. Plaintiff will receive an amount of \$5,000 separate and apart from the Gross
24 Settlement Amount in exchange for his release of claims stated in Section 5 of this
25 Agreement.

26 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-
27 third of the Gross Settlement Amount, which is currently estimated to be \$348,333.33,
28 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. CSC

1 will not oppose requests for these payments provided they do not exceed these amounts.
2 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and
3 Class Litigation Expenses Payment no later than 16 court days prior to the Final
4 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
5 Counsel Litigation Expenses Payment less than the amounts requested, the
6 Administrator will allocate the remainder to the Net Settlement Amount. Released
7 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
8 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
9 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
10 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
11 Class Counsel assumes full responsibility and liability for taxes owed on the Class
12 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
13 CSC harmless, and indemnifies CSC, from any dispute or controversy regarding any
14 division or sharing of any of these Payments.

15 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
16 \$6,990 except for a showing of good cause and as approved by the Court. To the extent
17 the Administration Expenses are less or the Court approves payment less than \$6,990,
18 the Administrator will retain the remainder in the Net Settlement Amount.

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

23 3.2.4.1 Tax Allocation of Individual Class Payments. 25% of each
24 Participating Class Member's Individual Class Payment will be allocated to
25 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject
26 to tax withholding and will be reported on an IRS W-2 Form. The remaining
27 75% of each Participating Class Member's Individual Class Payment will be
28 allocated to settlement of claims for interest and penalties (the "Non-Wage

Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, CSC estimates there are 168 Class Members who collectively worked a total of 20,000 Workweeks, and 105 Aggrieved Employees who worked a total 3,765 of PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, CSC will simultaneously deliver the Class Data to the Administrator, in the

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

11 4.3 Funding of Gross Settlement Amount. CSC shall fully fund the Gross Settlement
12 Amount, the additional \$5,000 payment to Plaintiff for his general release of claims, and the
13 amounts necessary to fully pay CSC's share of payroll taxes by transmitting the funds to the
14 Administrator no later than 14 days after the Effective Date.

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

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

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

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

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

24 4.4.4 The payment of Individual Class Payments and Individual PAGA
25 Payments shall not obligate CSC to confer any additional benefits or make any
26 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond
27 those specified in this Agreement.
28

1 **5. RELEASES OF CLAIMS.** Effective on the date when CSC fully funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
3 the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class
4 Counsel will release claims against all Released Parties as follows:

5 5.1 Plaintiff's Release. Plaintiff and his, her, or their respective former and present
6 spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns
7 generally, release and discharge Released Parties from all claims, transactions or occurrences,
8 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
9 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
10 reasonably could have been, alleged based on facts contained in the Operative Complaint and/or
11 Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
12 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
13 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
14 at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
15 Plaintiff may discover facts or law different from, or in addition to, the facts or law that
16 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
17 be and remain effective in all respects, notwithstanding such different or additional facts or
18 Plaintiff's discovery of them.

19 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes
20 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
21 and benefits, if any, of section 1542 of the Civil Code, which reads:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
23 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
24 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
25 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
27 **OR RELEASED PARTY.**

28 5.2 Release by Participating Class Members: All Participating Class Members, on
behalf of themselves and their respective former and present representatives, agents, attorneys,
heirs, administrators, successors and assigns, release Released Parties from all claims that were

1 alleged, or reasonably could have been alleged based on the Class Period facts stated in the
2 Operative Complaint, i.e. alleged failure to pay minimum or overtime wages, failure to provide
3 meal periods and/or rest breaks, failure to reimburse business expenses, failure to provide
4 accurate, itemized wage statements, failure to timely pay wages during or after employment,
5 and violation of Business and Professions Code § 17022 *et seq.*

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

10 5.3 Release by Aggrieved Employees (Including Those Who are Non-Participating
11 Class Members): All Aggrieved Employees, including Non-Participating Class Members who
12 are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators, successors and
14 assigns, the Released Parties from all claims for civil penalties available under PAGA that were
15 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
16 Operative Complaint and the PAGA Notice, i.e. failure to pay minimum or overtime wages,
17 failure to provide meal periods or rest breaks, failure to reimburse business expenses, failure to
18 provide accurate, itemized wage statements, failure to timely pay wages during or after
19 employment, failure to maintain accurate and complete records and/or timely allow inspection
20 of records, failure to pay wages using the appropriate regular rate of pay, failure to pay for all
21 recorded time, and claims for violations of the following Labor Code sections: 201, 202, 203,
22 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
23 1197.1, 1198, 2800, and 2802.

24 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
25 and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies
26 with the Court's current checklist for Preliminary Approvals.

27 6.1 CSC's Declaration in Support of Preliminary Approval. Within 14 days of the
28 full execution of this Agreement, CSC will prepare and deliver to Class Counsel a signed

1 Declaration from CSC and Defense Counsel disclosing all facts relevant to any actual or
2 potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel
3 and CSC shall aver that they are not aware of any other pending matter or action asserting
4 claims that will be extinguished or adversely affected by the Settlement.

5 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
6 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
7 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
8 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
9 Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary
10 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
11 declaration from Plaintiff confirming willingness and competency to serve and disclosing all
12 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the
13 Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to
14 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
15 documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint
16 (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all
17 facts relevant to any actual or potential conflict of interest with Class Members and/or, the
18 Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
19 aware of any other pending matter or action asserting claims that will be extinguished or
20 adversely affected by the Settlement.

21 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
23 than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the
24 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
25 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
26 Approval to the Administrator.

27 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
28 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

1 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
2 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
3 Preliminary Approval or conditions Preliminary Approval on any material change to this
4 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
5 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
6 and otherwise satisfy the Court's concerns.

7 **7. SETTLEMENT ADMINISTRATION.**

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

15 7.2 Employer Identification Number. The Administrator shall have and use its own
16 Employer Identification Number for purposes of calculating payroll tax withholdings and
17 providing reports state and federal tax authorities.

18 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
19 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
20 Regulation section 468B-1.

21 7.4 Notice to Class Members.

22 7.4.1 No later than three (3) business days after receipt of the Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and state the
24 number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class
25 Data.

26 7.4.2 Using best efforts to perform as soon as possible, and in no event later
27 than 14 days after receiving the Class Data, the Administrator will send to all Class
28 Members identified in the Class Data, via first-class USPS mail, the Class Notice

1 substantially in the form attached to this Agreement as Exhibit A. The first page of the
2 Class Notice shall prominently estimate the dollar amounts of any Individual Class
3 Payment and/or Individual PAGA Payment payable to the Class Member, and the
4 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
5 amounts. Before mailing Class Notices, the Administrator shall update Class Member
6 addresses using the National Change of Address database.

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

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

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

28 7.5 Requests for Exclusion (Opt-Outs).

1 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
2 Settlement must send the Administrator, by fax, email, or mail, a signed, completed,
3 written Request for Exclusion not later than 60 days after the Administrator mails the
4 Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-
5 mailed). A Request for Exclusion form will be included with the Class Notice. To be
6 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the
7 Response Deadline.

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

17 7.5.3 Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
19 to all benefits and bound by all terms and conditions of the Settlement, including the
20 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
21 regardless of whether the Participating Class Member actually receives the Class Notice
22 or objects to the Settlement.

23 7.5.4 Every Class Member who submits a valid and timely Request for
24 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
25 Payment or have the right to object to the class action components of the Settlement.
26 Because future PAGA claims are subject to claim preclusion upon entry of the
27 Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed
28

1 to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
2 an Individual PAGA Payment.

3 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
4 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
5 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
6 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
7 challenge the allocation by communicating with the Administrator via fax, email or mail. The
8 Administrator must encourage the challenging Class Member to submit supporting
9 documentation. In the absence of any contrary documentation, the Administrator is entitled to
10 presume that the Workweeks and PAGA Pay Periods (if any) contained in the Class Notice are
11 correct so long as they are consistent with the Class Data. The Administrator shall promptly
12 provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense
13 Counsel and Class Counsel and the Administrator's determination of the challenges. The
14 Parties will file with the Court all disputes submitted under this section, the evidence submitted
15 (with appropriate redactions as necessary), and the resolution of those disputes. Although the
16 Administrator may make the initial determination of each Class Member's allocation of
17 Workweeks and/or Pay Periods, the Court may review any decision made by the Administrator
18 regarding a claim dispute.

19 7.7 Objections to Settlement.

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

24 7.7.2 Participating Class Members may send written objections to the
25 Administrator, by fax, email or mail using an Objection Form as jointly agreed upon by
26 the Parties. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present oral objections at the Final Approval Hearing.
28 A Participating Class Member who elects to send a written objection to the

1 Administrator must do so not later than 60 days after the Administrator’s mailing of the
2 Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-
3 mailed).

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

6 7.8 Administrator Duties. The Administrator has a duty to perform or observe all
7 tasks to be performed or observed by the Administrator contained in this Agreement or
8 otherwise.

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

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

27 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
28 written reports to Class Counsel and Defense Counsel that, among other things, tally the

1 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
2 Requests for Exclusion (whether valid or invalid) received, objections received,
3 challenges to Workweeks and/or Pay Periods received and/or resolved (subject to
4 Section 7.6), and checks mailed for Individual Class Payments and Individual PAGA
5 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
6 assessment of the validity of Requests for Exclusion and attach copies of all Requests
7 for Exclusion and objections received.

8 7.8.4 Workweek and/or Pay Period Challenges. Subject to Section 7.6, the
9 Administrator has the authority to address and make final decisions, based on records
10 received from CSC and considering input from the parties, provided that such decisions
11 are consistent with the terms of this Agreement on all Class Member challenges over the
12 calculation of Workweeks and/or Pay Periods. The Administrator does not have
13 authority to increase the Gross Settlement Amount, except as provided in Paragraph 8.

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

25 7.8.6 Final Report by Settlement Administrator. Within 10 days after the
26 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
27 will provide Class Counsel and Defense Counsel with a final report detailing its
28 disbursements by employee identification number only of all payments made under this

1 Agreement. At least 15 days before any deadline set by the Court, the Administrator will
2 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable
3 for filing in Court attesting to its disbursement of all payments required under this
4 Agreement. Class Counsel is responsible for filing the Administrator's declaration in
5 Court.

6 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, CSC
7 estimates that, as of the date of this Settlement Agreement, (1) there are 168 Class Members
8 and 20,000 Total Workweeks during the Class period and (2) there were 105 Aggrieved
9 Employees who worked 3,765 Pay Periods during the PAGA Period. If the number of
10 workweeks as of that date is inaccurate by more than ten percent, *i.e.* by more the 2,000
11 workweeks periods, the amount of the Gross Settlement Amount shall increase by the amount
12 in excess of ten percent. For example, if the number of represented work weeks was inaccurate
13 by twelve percent, the gross settlement amount would increase by two percent.

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

23 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
24 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of
25 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
26 section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to
28 Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class

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

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

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

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

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

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

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

16 12. **ADDITIONAL PROVISIONS.**

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

1 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
2 and this Agreement).

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

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

27 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
28 Agreement together with its attached exhibits shall constitute the entire agreement between the

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

3 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
4 and represent that they are authorized by Plaintiff and CSC, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

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

15 12.7 No Prior Assignments. The Parties separately represent and warrant that they
16 have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer
17 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action or right released and discharged by the Party in this Settlement.

19 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, CSC, nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
21 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
22 CFR Part 10, as amended) or otherwise.

23 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
24 amended, modified, changed or waived only by an express written instrument signed by all
25 Parties or their representatives and approved by the Court.

26 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
27 inure to the benefit of, the successors of each of the Parties.

28 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will

1 be governed by and interpreted according to the internal laws of the State of California, without
2 regard to conflict of law principles.

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

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

9 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
10 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
11 Counsel by CSC in connection with the mediation, other settlement negotiations, or in
12 connection with the Settlement, may be used only with respect to this Settlement, and no other
13 purpose, and may not be used in any way that violates any existing contractual agreement,
14 statute or California Rules of Court rule. Not later than 90 days after the date when the Court
15 discharges the Administrator's obligation to provide a Declaration confirming the final pay out
16 of all Settlement funds, Plaintiff shall destroy or return all paper and electronic versions of
17 Class Data received from CSC.

18 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
19 is inserted for convenience of reference only and does not constitute a part of this Agreement.

20 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 12.17 Notice. All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 To Plaintiff:

1 Aegis Law Firm, PC
2 Samuel A. Wong
3 Kashif Haque
4 Jessica L. Campbell
5 Alex J. Valle
6 9811 Irvine Center Drive, Suite 100
7 Irvine, CA 92618
8 (949) 379-6250
9 jcampbell@aegislawfirm.com
10 avalle@aegislawfirm.com

11 To CSC:

12 Heather Hearne,
13 The Kullman Firm
14 4605 Bluebonnet Blvd., Ste. A
15 Baton Rouge, LA 70809
16 (720) 447-6628
17 hdh@kullmanlaw.com

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

24 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
25 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
26 further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure
27 section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section
28 583.310 for the entire period of this settlement process.

Plaintiff

For
COMPUTER SCIENCES CORPORATION

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____ Counsel For Plaintiff _____ Counsel For
COMPUTER SCIENCES CORPORATION

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