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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROSSYO ORTIZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

ASTROPHYSICS, INC., a Delaware
corporation; LEE HECHT HARRISON,
LLC, a Delaware limited liability company;
MARK ZAYEK, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24STCV01341

RELATED CASE: 24STCV08228(PAGA
Action),

2:24-cv-06678-CBM-BFM (FCRA Class
Action)

[Assigned for all purposes to Honorable
Samantha P. Jessner in Dept.7]

**AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: January 18, 2024

Trial Date: None Set

1 This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made
2 by and between plaintiff Rossyo Ortiz (“Plaintiff”) and defendant Astrophysics, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **DEFINITIONS**

6 **A. “Action” or “Class Action”** means the Plaintiff’s lawsuit alleging wage and hour
7 violations against Defendant, captioned *Rossyo Ortiz v. Astrophysics Inc., et al.*, Case No.
8 24STCV01341, initiated on January 18, 2024, and pending in the Superior Court of the State of
9 California, County of Los Angeles; Plaintiff’s lawsuit alleging FCRA and other related and
10 similar violations, initiated on June 28, 2024 in the Superior Court of the State of California,
11 County of Los Angeles, Case No. 24STCV16300, removed on August 7, 2024 and is pending in
12 the United States District Court, Central District of California, Western Division, captioned
13 *Rossyo Ortiz v. Astrophysics, Inc., et al.*, Case No. 2:24-cv-06678-CBM-BFM, and Plaintiff’s
14 separate representative action under PAGA captioned *Rossyo Ortiz v. Astrophysics Inc., et al.*,
15 Case No. 24STCV08228, initiated on April 2, 2024, and pending in Superior Court of the State
16 of California, County of Los Angeles.

17 **B. “Aggrieved Employees”** means all non-exempt employees who worked for
18 Defendant in California, during the PAGA Period, who were directly hired by Defendant or were
19 placed to work by a staffing agency or under the heading of a Professional Employer
20 Organization.

21 **C. “Class Counsel”** means: David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar
22 of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term
23 “Plaintiff’s Counsel.”

24 **D. “Class Period” or “Settlement Period”** means the period from January 18, 2020
25 through June 8, 2025.

26 **E. “Class Notice”** means and refers to the notice sent to Class Members after
27 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
28 Agreement.

1 **F.** **“Court”** means the Superior Court of the State of California for the County of Los
2 Angeles.

3 **G.** **“Final Approval Date”** means the later of: (1) the date the Court signs an Order
4 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
5 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
6 have been filed, the date on which they have been resolved or exhausted.

7 **H.** **“Defendant”** means named defendant Astrophysics, Inc.

8 **J.** **“FCRA Class Period”** means the period from January 18, 2019 through June 8,
9 2025

10 **K.** **“FCRA Settlement Class”** or **“FCRA Settlement Class Members”** or **“FCRA**
11 **Class Members”** means all consumers who applied for employment with Defendant in
12 California at any time during the FCRA Class Period and whose application, interview, hiring,
13 and/or continued employment was subject to an employee background check, regardless of
14 whether the individual was actually hired.

15 **L.** **“FCRA Settlement Payments”** means a payment to a Participating Class
16 Member (defined below) of his or her share of the FCRA Settlement Amount relating to disputed
17 violations of FCRA during the FCRA Class Period. The Parties have agreed that the FCRA
18 Settlement Amount will be divided equally among the Participating Class Members working
19 during the FCRA Class Period from the FCRA allocation (defined below).

20 **M.** **“FCRA Settlement Amount”** means the non-reversionary allocation of Fifty
21 Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount toward FCRA
22 Settlement Payments, as penalties, which will be divided equally among the Participating Class
23 Members working during the FCRA Class Period (hereinafter “FCRA Allocation”).

24 **N.** **“Employer Taxes”** means employer-funded taxes and contributions imposed on
25 the wage portions of the Individual Settlement Payments under the Federal Insurance
26 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
27 and contributions required of employers, such as for unemployment insurance.
28

1 **O. “General Release”** means the broader release of claims by Plaintiff, which is in
2 addition to Plaintiff’s limited release of claims as a Participating Class Member.

3 **P. “Gross Settlement Amount” or “Gross Fund Value”** means a non-reversionary
4 fund in the sum of Six Hundred Eighty Two Thousand Seven Hundred Fifty Dollars and Forty
5 Four Cents (\$682,750.44),¹ which shall be paid by Defendant, from which all payments for the
6 Individual Settlement Payments and FCRA Settlement Payments to Participating Class
7 Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs
8 and expenses to Class Counsel, Settlement Administration Costs, the Incentive Award, the
9 PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
10 which shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount.

11 **Q. “Incentive Award”** means monetary amounts to be paid to Plaintiff of up to Seven
12 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court approval,
13 will be paid out of the Gross Settlement Amount.

14 **S. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
15 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
16 Settlement Share whether he or she is also a Participating Class Member and his or her FCRA
17 Settlement Payment if he or she worked during the FCRA Class Period.

18 **T. “Individual Settlement Payment”** means a payment to a Participating Class
19 Member of his or her net share of the Net Settlement Amount resulting from the settlement of
20 the non-FCRA claims.

21 **U. “Individual Settlement Share”** means the gross amount of the Net Settlement
22 Amount that a Participating Class Member is projected to receive from the non-FCRA portion of
23 the Settlement based on the number of Workweeks that he or she worked as a Settlement Class
24 Member during the Class Period, which shall be reflected in his or her Class Notice.

25 **V. “LWDA Payment”** means the payment to the State of California Labor and
26 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
27 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
28

¹ As the same may be increased in accordance with Paragraph 17, below.

1 Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and Zero Cents
2 (\$50,000.00) shall be allocated toward PAGA penalties, of which Thirty Seven Thousand Five
3 Hundred Dollars and Zero Cents (\$37,500.00) will be paid to the LWDA (*i.e.*, the LWDA
4 Payment) and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be paid
5 to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendant as
6 a non-exempt employee in California in the PAGA Period (*i.e.* the PAGA Payment).

7 **W. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
8 that is available for distribution to the Participating Class Members after deductions for the Court-
9 approved allocations for FCRA Settlement Amount, Settlement Administration Costs, an
10 Incentive Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and
11 expenses to Class Counsel, the LWDA Payment, and the PAGA Payment.

12 **X. “Operative Complaint” or “Complaint”** means the First Amended Complaint to
13 be filed with the Court.

14 **Y. “PAGA Payment”** is the 25% portion of the Fifty Thousand Dollars and Zero
15 Cents (\$50,000.00) that is allocated toward PAGA penalties (\$12,500.00) that will be paid to
16 Aggrieved Employees on a *pro rata* basis based on the Workweeks worked as non-exempt
17 employees in California in the PAGA Period, which would be in addition to their Individual
18 Settlement Payment if they are Participating Class Members, as well.

19 **Z. “PAGA Pay Period”** means any pay period during which Aggrieved Employees
20 worked for Defendant for at least one day during the PAGA Period. PAGA Pay Periods will
21 be calculated by the Settlement Administrator according to the number of verified pay
22 periods spent by Aggrieved Employees in Defendant’s employ during the PAGA Period.

23 **AA. “PAGA Period”** means the period from January 18, 2023 through June 8, 2025.

24 **BB. “Participating Class Members”** means all Settlement Class Members and FCRA
25 Settlement Class Members who do not submit a timely and valid Request for Exclusion.

26 **CC. “Participating Individual Settlement Share”** means the gross amount of the Net
27 Settlement Amount that a Participating Class Member is eligible to receive based on the number
28 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once

1 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
2 may be entitled if he or she is also an Aggrieved Employee, and any amounts he or she may be
3 eligible to receive as a FCRA Settlement Class Member.

4 **DD. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
5 Rosyo Ortiz.

6 **EE. “Preliminary Approval Date”** means the date on which the Court enters an Order
7 granting preliminary approval of the Settlement.

8 **FF. “Released Parties”** shall mean Defendant and each of its former and present
9 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
10 assigns, subsidiaries, affiliates..

11 **GG. “Response Deadline”** means the deadline for Settlement Class Members to mail
12 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
13 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
14 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
15 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
16 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
17 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
18 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
19 Workweek Dispute was submitted by the Response Deadline.

20 **HH. “Request for Exclusion”** means a written request to be excluded from the
21 Settlement Class pursuant to Paragraph 9(C) below.

22 **II. “Settlement Administration Costs”** means all costs incurred by the Settlement
23 Administrator in administration of the Settlement, including, but not limited to, translating the
24 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
25 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, FCRA
26 Settlement Payments, Individual PAGA Payments and Participating Individual Settlement
27 Shares, as well as associated taxes and withholdings, providing declarations, generating
28 Individual Settlement Payment checks and FCRA Settlement Payment checks and related tax

reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for his Incentive Award, and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$6,750.00. If the actual amount of the Settlement Administration Costs is less than \$6,750.00, the difference between \$6,750.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,750.00, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

JJ. "Settlement Administrator" means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments and FCRA Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

KK. "Settlement Class," "Settlement Class Members" or "Class Members" means all non-exempt employees who worked for Defendant in California, during the Class Period, who were directly hired by Defendant or were placed to work by a staffing agency or under the heading of a Professional Employer Organization.

LL. "Workweeks" means the number of weeks each Class Member worked for Defendant for at least one day as a non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator according to the number of verified weeks spent by Participating Class Members in Defendant's employ during the Class Period.

2. BACKGROUND

A. On January 18, 2024, Plaintiff filed a wage and hour class action against Defendant in Los Angeles Superior Court, Case No. 24STCV01341, alleging: (1) failure to pay

1 overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure
2 to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to
3 timely pay wages, (8) failure to indemnify, and (9) unfair competition (“WHCA Class Action”
4 or “Action”).

5 **B.** On January 18, 2024, plaintiff filed with the LWDA and served on Defendant a
6 notice under Labor Code section 2699, et seq. seeking to represent other non-exempt employees
7 against Defendant for various Labor Code violations (“PAGA Notice”).

8 **C.** On April 2, 2024, after sixty-five (65) days had passed without any action by the
9 LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a
10 separate representative action under PAGA against Defendant in Los Angeles Superior Court,
11 Case No. 24STCV08228, for the Labor Code violations set out in the PAGA Notice (the “PAGA
12 Action”).

13 **D.** On June 28, 2024, Plaintiff filed a class action complaint against Defendant in Los
14 Angeles County Superior Court, Case No. 24STCV16300, for (1) Violation of the Fair Credit
15 Reporting Act, (2) Violation of the California Investigative Consumer Reporting Act, and (3)
16 Violation of the Consumer Credit Reporting Agencies Act (“FCRA Action”).

17 **E.** On August 7, 2024, the FCRA Action was removed to the United States District
18 Court, Central District of California, Case No. 2:24-cv-06678-CBM-BFM.

19 **F.** Thereafter, the Parties agreed to exchange informal discovery and attend
20 mediation.

21 **G.** Prior to mediation Plaintiff obtained, through informal discovery: (1) a sampling
22 of time and payroll records for Class Members during the Class Period; (2) class data points,
23 including the number of Class Members and Workweeks during the Class Period, the number of
24 Aggrieved Employees and Pay Periods during the PAGA Period, and number of FCRA Class
25 Members during the FCRA Class Period; (3) Defendant’s wage and hour policy documents,
26 including employee handbooks; (4) all documents pertaining to Plaintiff available to Defendant,
27 including Plaintiff’s personnel and payroll records.
28

1 **H.** Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set
2 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
3 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

4 **I.** On April 8, 2025, parties participated in all-day mediation presided over by
5 Michael Dickstein, Esq. The mediation was successful, and parties agreed to globally resolve all
6 class, PAGA, and FCRA claims in the Action. The Parties agree to stipulate for Plaintiff to file
7 an amended complaint in the Action that effectively consolidates the allegations of the WHCA
8 Class Action, the PAGA Action, and the FCRA Action within the WHCA Class Action, and
9 includes all the facts, theories, and claims included in Plaintiff’s LWDA notice letter, for the
10 purpose of settlement approval (“Operative Complaint”).

11 **J.** The Court has not granted class certification.

12 **K.** The Parties, Class Counsel, and Defense Counsel represent that they are not aware
13 of any other pending matter or action asserting claims that will be extinguished or affected by
14 the Settlement.

15 **3. JURISDICTION**

16 The Court has jurisdiction over the Parties and the subject matter of the Action. The
17 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
18 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
19 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
20 pursuant to California Rule of Court, rule 3.769, subdivision (h).

21 **4. STIPULATION OF CLASS CERTIFICATION**

22 The Parties stipulate to the certification of the Settlement Class and FCRA Settlement
23 Class under this Agreement for purposes of settlement only. If the Court does not grant both
24 Preliminary and Final Approval of the Class Action and Representative Settlement, the parties
25 will not stipulate to Class Certification and this settlement stipulation will have no legal effect.

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1 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL**
2 **OF SETTLEMENT**

3 The Parties hereby stipulate to the filing of a First Amended Complaint in the WHCA
4 Class Action that includes all the allegations in the PAGA Action and FCRA Action.

5 After full execution of this Agreement, Plaintiff will move for an order granting
6 preliminary approval of the Settlement, approving, and directing the mailing of the proposed
7 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
8 certifying the Settlement Class and FCRA Settlement Class for settlement purposes only, and
9 approving the deadlines proposed by the Parties for the submission of Requests for Exclusion,
10 Workweek Disputes and Objections. If and when the Court preliminarily approves the
11 Settlement, and after administration of the Class Notice in a manner consistent with the Court’s
12 Preliminary Approval Order, Plaintiffs will move for an order finally approving the Settlement
13 and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any
14 Objections lodged to final approval of the Settlement up to five (5) court days before the Final
15 Approval Hearing.

16 **6. STATEMENT OF NO ADMISSION**

17 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff,
18 the Settlement Class and FCRA Settlement Class with respect to any claims or allegations
19 asserted in the Action and the PAGA Notice. This Agreement shall not be deemed an admission
20 by Defendant of any claims or allegations asserted in the Action or the PAGA Notice. Except as
21 set forth elsewhere herein, in the event that this Agreement is not approved by the Court or any
22 appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed
23 to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the
24 Action or the PAGA Notice, and Defendant will not be deemed to have waived, limited or
25 affected in any way any of their objections or defenses in the Action and the PAGA Notice.
26 Moreover, in such event, the Parties agree to share the Settlement Administration Costs. Payment
27 of wages does not extend or alter the Class Member’s period of employment for any purpose.
28

1 The Parties shall be restored to their respective positions in the Action prior to the entry of this
2 Settlement.

3 **7. RELEASE OF CLAIMS**

4 **A. Release by All Participating Class Members**

5 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
6 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
7 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and
8 all Participating Class Members release all claims, asserted in the Operative Complaint Action,
9 or any and all claims that could have been asserted based on the factual allegations in the
10 Operative Complaint, as follows:

11 **1. FCRA Claims:** For the duration of the FCRA Class Period, all
12 Participating FCRA Class Members will release all claims for violations under the Fair
13 Credit Reporting Act, the Investigative Consumer Reporting Agencies Act, and the
14 California Consumer Reporting Agency Act that were asserted in the Operative
15 Complaint.

16 **2. Class Claims:** For the duration of the Class Period, all Participating Class
17 Members will release all claims that were alleged, or reasonably could have been alleged,
18 based on the facts stated in the Operative Complaint arising under state, federal or local
19 law, whether statutory, common law or administrative, and including, but not limited to,
20 failure to pay all wages under Labor Code, §§ 204, 510(a), 1194, and 1197; failure to pay
21 all overtime wages at the legal overtime payrate under Labor Code, §§ 204, 510(a), and
22 1194; failure to provide all meal periods under Labor Code, §§ 226.7, and 512; failure to
23 authorize and permit all paid rest periods under Labor Code, §§ 226.7; failure to provide
24 legally compliant rest periods under Labor Code, §§ 226.7; failure to pay premium wages
25 at the legal pay rate under Labor Code; failure to timely furnish accurate itemized wage
26 statements under Labor Code, § 226(a); derivative violations under Labor Code §§ 201
27 203; independent violations under Labor Code §§ 201—203; §§ 201—204; § 205; §
28 205.5, 226(a), 1194; unfair business practices under Business & Professions Code, §

1 17200 failure to reimburse all business expenses under Labor Code § 2802; improper
2 final payment of wages under Labor Code; as well as any and all claims whatsoever that
3 were alleged in this case, including all related claims for restitution and other equitable
4 relief under Business and Professions Code § 17200 et seq., liquidated damages.

5 **B. Release by All Aggrieved Employees**

6 For the duration of the PAGA Period, all Aggrieved Employees are deemed to release,
7 on behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
10 the Operative Complaint and the PAGA Notice, including penalties under Labor Code §§ 96(k),
11 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226(a), 226(e), 226.3, 226.7, 227.3,
12 232, 232.5, 245 et seq., 2699, 2699.3(a)(2)(A), 2802, 404, 432, 432.7, 432.8, 510, 510(a), 511,
13 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5(k), 1198.5, 2810.5;
14 Cal. Code Regs., tit. 8, §§ 3395, 1527, 3366, 3457, 8397.4, 110404(5)(A); Bus. & Prof. Code
15 §§ 17200, 16600, 16700; Government Code § 12952; and all applicable Wage Orders.

16 **C. Claims Not Released**

17 The releases above expressly exclude all other claims, including claims for vested
18 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
19 compensation, and any other claims outside of the Class Released Claims of Participating Class
20 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
21 Employees (and, to the extent permitted by law, the State of California) arising outside of the
22 PAGA Period.

23 **D. General Release.**

24 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
25 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
26 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to
27 the Released Claims, Plaintiff makes the following General Release: Plaintiff releases the
28 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature

1 and description whatsoever, known or unknown, asserted or that might have been asserted,
2 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
3 arising out of, relating to, or in connection with any act or omission of the Released Parties
4 through the date of full execution of this Agreement in connection with Plaintiff's employment
5 with Defendant or termination thereof, except for any and all other claims that may not be
6 released as a matter of law through this Agreement. To the extent of the General Release provided
7 herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the
8 Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the
9 full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, they
10 shall have expressly waived and relinquished, to the fullest extent permitted by law, the
11 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
12 provision under federal or state law, which provides:

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

16 **8. SETTLEMENT ADMINISTRATOR**

17 Plaintiff and Defendant, through their respective counsel, have selected Apex Class Action
18 Administration ("Apex") to administer the Settlement, which includes, but is not limited to,
19 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
20 Notice, and calculating all amounts to be paid from the Gross Settlement Fund. Charges and
21 expenses of the Settlement Administrator, currently estimated to be \$6,750.00, will be paid from
22 the Gross Settlement Fund. If the actual amount of the Settlement Administration Costs is less
23 than \$6,750.00, the difference between \$6,750.00 and the actual Settlement Administration Costs
24 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
25 \$6,750.00, then such excess will be paid solely from the Gross Settlement Amount and Defendant
26 will not be responsible for paying any additional funds in order to pay these additional costs.

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1 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
2 **PROCESS**

3 **A. Notice to the Settlement Class Members**

4 (1) Within thirty (30) calendar days after full execution of this agreement,
5 Defendant's Counsel shall provide the Settlement Administrator with information with respect
6 to each Settlement Class Member and FCRA Settlement Class Member, including his or her: (1)
7 name; (2) last known address(es) currently in Defendant's possession, custody or control; (3) last
8 known telephone number(s) currently in Defendant's possession, custody or control; (4) last
9 known Social Security Number(s) in Defendant's possession, custody or control; and (5) the
10 dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s))
11 for each Settlement Class Member and FCRA Settlement Class Member ("Class List")². The
12 Settlement Administrator shall perform an address search using the United States Postal Service
13 National Change of Address ("NCOA") database and update the addresses contained on the Class
14 List with the newly found addresses, if any. Within seven (7) calendar days after the Preliminary
15 Approval Date, the Settlement Administrator shall mail the Class Notice in English and Spanish
16 to the Settlement Class Members and FCRA Settlement Class Members via first-class regular
17 U.S. Mail using the most current mailing address information available. The Settlement
18 Administrator shall maintain the Class List and digital copies of all the Settlement
19 Administrator's records evidencing the giving of notice to any Settlement Class Member and
20 FCRA Settlement Class Member, for at least four (4) years from the Final Approval Date.

21 (2) The Class Notice will set forth:

- 22 (a) the Settlement Class Member's estimated Individual
23 Settlement Payment, and/or estimated FCRA
24 Settlement Payment, and/or Individual PAGA
25 Payment, and the basis for each;

26
27
28 ² For FCRA Settlement Class Members who were not hired by Defendant, Defendant shall not be required
to provide the Settlement Administrator with their dates of employment.

- 1 (b) the information required by California Rule of Court,
2 rule 3.766, subdivision (d);
- 3 (c) the material terms of the Settlement;
- 4 (d) the proposed Settlement Administration Costs;
- 5 (e) the definition of the Settlement Class and FCRA
6 Settlement Class;
- 7 (f) a statement that the Court has preliminarily approved
8 the Settlement;
- 9 (g) how the Settlement Class Member and/or FCRA
10 Settlement Class Member can obtain additional
11 information, including contact information for Class
12 Counsel;
- 13 (h) information regarding opt-out and objection
14 procedures;
- 15 (i) the date and location of the Final Approval Hearing;
16 and
- 17 (j) that the Settlement Class Member and/or FCRA
18 Settlement Class Member must notify the Settlement
19 Administrator no later than the Response Deadline if
20 the Settlement Class Member and/or FCRA Settlement
21 Class Member disputes the accuracy of the number of
22 Workweeks as set forth on his or her Class Notice
23 (“Workweek Dispute”). If a Settlement Class Member
24 and/or FCRA Settlement Class Member fails to timely
25 dispute the number of Workweeks attributed to him or
26 her in conformity with the instructions in the Class
27 Notice, then he or she shall be deemed to have waived
28

any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member and/or FCRA Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member and/or FCRA Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within three (3) business days. Any change in hearing date will be available on the Settlement Administrator website or court docket.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member and/or FCRA Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the

1 last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a
2 statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the
3 reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in
4 support of the Objection. If a Settlement Class Member and/or FCRA Settlement Class Member
5 objects to the Settlement, the Settlement Class Member and/or FCRA Settlement Class Member
6 will remain a member of the Settlement Class and/or FCRA Settlement Class and if the Court
7 approves this Agreement, the Settlement Class Member and/or FCRA Settlement Class Member
8 will be bound by the terms of the Settlement in the same way and to the same extent as a
9 Settlement Class Member and/or FCRA Settlement Class Member who does not object. The date
10 of mailing of the Class Notice to the objecting Settlement Class Member and/or FCRA Settlement
11 Class Member shall be conclusively determined according to the records of the Settlement
12 Administrator. Settlement Class Members and/or FCRA Settlement Class Members need not
13 object in writing to be heard at the Final Approval Hearing; they may object or comment in
14 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
15 to any objection lodged with the Court up to five (5) court days before the Final Approval
16 Hearing.

17 **C. Requesting Exclusion**

18 Any Settlement Class Member and/or FCRA Settlement Class Member may request
19 exclusion from (*i.e.*, "opt out" of) the Settlement by mailing a written request to be excluded
20 from the Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on
21 or before the Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class
22 Member's name; (2) the last four digits of the Class Member's Social Security Number; (3) the
23 Class Member's signature; and (4) any statement of similar meaning standing for the proposition
24 that the Class Member does not wish to participate in the Settlement. The Settlement
25 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
26 and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the
27 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
28 Class Member and/or FCRA Settlement Class Member who requests exclusion using this

1 procedure will not be entitled to receive any payment from the Settlement and will not be bound
2 by the Settlement Agreement or have any right to object to, appeal, or comment on the
3 Settlement. Any Settlement Class Member and/or FCRA Settlement Class Member who does not
4 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
5 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
6 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
7 Settlement Class Member and/or FCRA Settlement Class Member cannot submit both a Request
8 for Exclusion and an objection. If a Settlement Class Member and/or FCRA Settlement Class
9 Member submits an Objection and a Request for Exclusion, the Request for Exclusion will
10 control, and the Objection will be overruled. Settlement Class Members and/or FCRA Settlement
11 Class Members who worked during the PAGA Period as Aggrieved Employees that submit a
12 valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
13 Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

14 **D. Disputes Regarding Settlement Class Members' Workweek Data**

15 Each Settlement Class Member and/or FCRA Settlement Class Member may dispute the
16 number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute").
17 Any such disputes must be mailed to the Settlement Administrator by the Settlement Class
18 Member and/or FCRA Settlement Class Member, postmarked on or before the Response
19 Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class
20 Counsel and counsel for Defendant and shall immediately attempt to resolve all such disputes
21 directly with relevant Settlement Class Member(s) and/or FCRA Settlement Class Member(s)
22 with the assistance of Defendant's and Class Counsel. If the dispute cannot be resolved in this
23 manner, the dispute shall be submitted to the mediator.

24 **E. Defendant's Right to Withdraw from the Settlement**

25 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
26 10% of all Class Members, Defendant may, but is not obligated, elect to withdraw from the
27 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio,
28 have no force or effect whatsoever, and that neither Party will have any further obligation to

perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

a. FCRA Settlement Payments to Participating Class Members. The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000) of the Gross Settlement Amount toward FCRA Settlement Payment as penalties which will be divided equally among the FCRA Settlement Class Members (“FCRA Allocation”).

B. Individual Settlement Payments for claims not related to alleged violations of FCRA. Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members’ respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees’ respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

1. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period (“Class Member’s Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

2. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × (Net Settlement Amount).

3. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount).

4. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".

5. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's PAGA Pay Periods ÷ total number of PAGA Pay Periods of all Aggrieved Employees) x \$12,500.00 (the PAGA Payment).

6. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments

Participating Class Members will receive an Individual Settlement Payment and/or FCRA Settlement Payment, and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment, FCRA Settlement Payment and Individual PAGA

1 Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar
2 days after the date of their issuance, and thereafter, shall be canceled. Any funds associated
3 with such canceled checks shall be distributed by the Settlement Administrator to the State of
4 California's Unclaimed Property Division in the name of the Participating Class Member
5 and/or Aggrieved Employees. The Parties agree that this disposition results in no "unpaid
6 residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount
7 will be paid out to Settlement Class Members, whether or not they cash their settlement checks.
8 Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement
9 Administrator shall undertake amended and/or supplemental tax filings and reporting required
10 under applicable local, state, and federal tax laws that are necessitated due to the cancellation
11 of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement
12 Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless,
13 be bound by this Agreement, and Aggrieved Employees whose Individual PAGA Payment
14 checks are canceled shall, nevertheless, be bound by this Agreement..

15 **B. Funding of Settlement.**

16 Defendant shall, within 30 business days of Final Approval Date, and per instructions of
17 the Settlement Administrator, make payment of the Gross Settlement Amount (as the same may
18 be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement
19 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
20 bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for
21 distribution in accordance with this Agreement and the Court's Orders, and subject to the
22 conditions described herein.

23 **C. Time for Distribution.**

24 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
25 Employer Taxes by Defendant or as soon thereafter as practicable, the Settlement Administrator
26 shall distribute Payments from the QSA for: (1) the Incentive Award to Plaintiff as specified in
27 this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid
28 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement

1 Administrator Costs, as specified in this Agreement and approved by the Court; (4) the LWDA
2 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
3 Payments as specified in this Agreement and approved by the Court. The balance remaining shall
4 constitute the Net Settlement Amount from which Individual Settlement Payments and FCRA
5 Settlement Payments shall be made to Participating Class Members, less applicable taxes and
6 withholdings. All interests accrued shall be for the benefit of the Class Members and distributed
7 on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked
8 by them in the Class Period. Disbursement of the Incentive Award to Plaintiff, Attorneys' Fees
9 and Costs, and Settlement Administrator Costs shall not precede disbursement of Individual
10 Settlement Payments, FCRA Settlement Payments, and Individual PAGA Payments.

11 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

12 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
13 fees of up to one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant
14 to Paragraph 17 of this Agreement, amounts to Two Hundred and Twenty Seven Thousand Five
15 Hundred Eighty Three Dollars and Forty Eight Cents (\$227,583.48). Class Counsel shall further
16 apply for, and Defendant shall not oppose, an application or motion by Class Counsel for
17 reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set
18 forth by declaration testimony in an amount up to Forty Thousand Dollars and Zero Cents
19 (\$40,000.00). Plaintiff will also seek reimbursement from Defendant for plaintiff's portion of the
20 mediation costs, totaling \$17,250.00 separate from the estimated \$40,000.000 in litigation costs.
21 Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all
22 past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval
23 of the settlement in Action. The "future" aspect of the amounts stated herein includes, without
24 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
25 There will be no additional charge of any kind to either the Settlement Class Members or request
26 for additional consideration from Defendant for such work unless, Defendant materially breaches
27 this Agreement, including any term regarding funding, and further efforts are necessary from
28 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce

1 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
2 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
3 be a part of the Net Settlement Amount.

4 **13. INCENTIVE AWARD TO PLAINTIFF**

5 Named Plaintiff shall seek, and Defendant shall not oppose, an Incentive Award in an
6 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
7 Plaintiff, for participation in and assistance with the Action. Any Incentive Award awarded to
8 Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form
9 1099. If the Court approves the Incentive Award to Plaintiff in less than the amount sought herein,
10 then the unapproved portion(s) shall be a part of the Net Settlement Amount.

11 **14. TAXATION AND ALLOCATION**

12 a. Each Individual Settlement Share shall be allocated as follows: 10% as wages (to
13 be reported on an IRS Form W2); and 90% as interest and penalties (to be reported on an IRS
14 Form 1099). Each Individual PAGA Payment and FCRA Settlement Amount shall be allocated
15 entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with
16 respect to the wage-portion of the Individual Settlement Share will be withheld from the
17 Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of
18 federal income tax withholding will be based upon a flat withholding rate for supplemental wage
19 payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or
20 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
21 withholding codes or regulations.

22 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
23 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
24 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
25 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
26 set forth in this Section may be modified in a manner to bring Defendant into compliance with
27 any such changes.
28

1 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
2 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of
3 payroll taxes as described above.

4 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
5 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
6 be relied upon as such within the meaning of United States Treasury Department Circular 230
7 (31 C.F.R. Part 10, as amended) or otherwise.

8 e. Any Incentive Award approved by the Court will result in the issuance of a Form
9 1099 to Plaintiff as a class representative, who shall assume full responsibility and liability for
10 the payment of taxes due on such award.

11 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

12 The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
13 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
14 (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA and twenty-
15 five percent (25%) (\$12,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis
16 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
17 Period.

18 **16. COURT APPROVAL**

19 This Agreement is contingent upon an order by the Court granting Final Approval of the
20 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
21 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
22 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
23 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
24 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
25 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
26 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
27 the Settlement Agreement being voided or not approved, and which control in such an event.

28 ///

1 **17. INCREASE IN WORKWEEKS**

2 Defendant represents that there are no more than approximately 23,000 Workweeks
3 worked during the Class Period. In the event the number of Workweeks worked during the Class
4 Period increases by more than 10%, or 2,300 Workweeks, then the Gross Settlement Amount
5 shall be increased proportionally by the Workweeks in excess of 23,000 multiplied by the
6 Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-
7 upon GSA (\$682,750.44) by 23,000, which amounts to \$29.68 per Workweek. Thus, for
8 example, should there be 26,300 Workweeks in the Class Period, then the GSA shall be increased
9 by \$29,684.80 (26,300 Workweeks —25,300 Workweeks) x \$29.68). Defendant has provided
10 the Class Data to the administrator in the form of Exel spreadsheet.

11 **18. NOTICE OF JUDGMENT**

12 In addition to any duties set out herein, the Settlement Administrator shall provide
13 notice of the Final Judgment entered in the Action by posting the same on its website for a
14 period of no less than four (4) years.

15 **19. MISCELLANEOUS PROVISIONS**

16 **A. Interpretation of the Agreement**

17 This Agreement constitutes the entire agreement between the Parties with respect to its
18 subject matter. Except as expressly provided herein, this Agreement has not been executed in
19 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
20 written representations or terms shall modify, vary or contradict its terms. In entering into this
21 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
22 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
23 enforced under the laws of the State of California, both in its procedural and substantive aspects,
24 without regard to its conflict of law provisions. Any claim arising out of or relating to the
25 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
26 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant
27 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
28 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and

1 each of them, participated in the negotiation and drafting of this Agreement and had available to
2 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
3 may claim that any ambiguity in this Agreement should be construed against the other. The
4 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
5 the Court.

6 **B. Further Cooperation**

7 The Parties and their respective attorneys shall proceed diligently to prepare and execute
8 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
9 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
10 will not take any action inconsistent with this Agreement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
12 Party has taken actions inconsistent with the Settlement, including, without limitation,
13 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
14 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
15 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
16 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
17 opt-outs and/or objections.

18 **C. Confidentiality**

19 Class Counsel shall refrain from issuing any press release, speaking to the media, and/or
20 displaying electronic news alerts or web banners on its firm's website, regarding this Settlement.

21 **D. Counterparts**

22 The Agreement may be executed in one or more actual or non-original counterparts, all
23 of which will be considered one and the same instrument and all of which will be considered
24 duplicate originals.

25 **E. Authority**

26 Each individual signing below warrants that he or she has the authority to execute this
27 Agreement on behalf of the Party for whom or which that individual signs.

28 **F. No Third-Party Beneficiaries**

1 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
2 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
3 party beneficiaries.

4 **G. Deadlines Falling on Weekends or Holidays**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal holiday, that deadline shall be continued until the following business day.

7 **H. Jurisdiction of the Court**

8 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
9 jurisdiction with respect to the interpretation, implementation and enforcement of the terms of
10 this Settlement Agreement and all orders and judgments entered in connection therewith, and
11 the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing and enforcing the settlement embodied in this Settlement
13 Agreement and all orders and judgments entered in connection therewith.

14 **I. Severability**

15 In the event that one or more of the provisions contained in this Agreement shall for any
16 reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or
17 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
18 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
19 as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

20
21 **IT IS SO AGREED:**

22
23 **[Signatures on following page]**
24
25
26
27
28

Rossyo Ortiz

07/29/2026

Plaintiff, Rossyo Ortiz

For Defendant, Astrophysics, Inc.

Name (Print)

Title

AGREED AS TO FORM:

Dated: 07/30/2026

David D. Bibiyan

DAVID D. BIBIYAN

VEDANG J. PATEL

MEGAN R. LAZAR

Counsel for Plaintiff ROSSYO ORTIZ

Dated:

Peter J. Woo

Sherry S. Hamilton

Joseph F. Desiderio

Jordan Wysocki

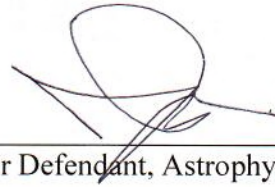
Counsel for Defendant

ASTROPHYSICS, INC.

Rossyo Ortiz

07/29/2026

Plaintiff, Rossyo Ortiz



For Defendant, Astrophysics, Inc.

John Pan

Name (Print)

Director

Title

AGREED AS TO FORM:

Dated: 07/30/2026

David D. Bibiyan

DAVID D. BIBIYAN

VEDANG J. PATEL

MEGAN R. LAZAR

Counsel for Plaintiff ROSSYO ORTIZ

Dated: 08/03/2026



Peter J. Woo

Sherry S. Hamilton

Joseph F. Desiderio

Jordan Wysocki

Counsel for Defendant

ASTROPHYSICS, INC.