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behalf of all others similarly situated

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L.L.C., BERKSHIRE GROUP, L.L.C., BERKSHIRE COMMUNITIES, L.L.C., ONE
SANTA FE, and IRENE HERDEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KASIE BEY-KEYS, an individual; PARIS
LORENZO WOODS, an individual; and on
behalf of all others similarly situated,

Plaintiffs,

v.

BG-IC, L.L.C., a Delaware limited liability
company; BERKSHIRE RESIDENTIAL
INVESTMENTS, a business entity of
unknown origin; BERKSHIRE PROPERTY
ADVISORS, L.L.C., a Delaware limited
liability company; BERKSHIRE GROUP,
L.L.C., a Delaware limited liability company;
BERKSHIRE COMMUNITIES, L.L.C., a
Delaware limited liability company; ONE
SANTA FE, a business entity of unknown
origin; IRENE HERDEN, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV23484

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

**FIRST AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: September 27, 2023
Trial Date: None Set

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiffs Kasie Bey-Keys (“Bey-Keys”) and Paris Lorenzo Woods
3 (“Woods”) (“Plaintiffs”), and Defendant BG-IC, L.L.C., (“Defendant”). The Agreement refers
4 to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
7 Defendant, captioned *Kasie Bey-Keys and Paris Lorenzo Woods v. BG-IC, L.L.C., et al.*, Case
8 No. 23STCV23484 (the “Class Action”), initiated on September 27, 2023, and pending in
9 Superior Court of the State of California, County of Los Angeles, and for civil penalties under
10 the California Labor Code Private Attorneys’ General Act (“PAGA”), entitled *Bey-Keys v. BG-*
11 *IC, L.L.C., et al.*, Case No. 23STCV28946 (the “PAGA Action”), initiated on November 28,
12 2023, and pending in Superior Court of the State of California, County of Los Angeles.

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

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

19 1.4. “Aggrieved Employee” means persons employed by Defendant in California as non-
20 exempt employees at any time during the PAGA Period.

21 1.5. “Class” means all persons employed by Defendant in California as non-exempt
22 employees at any time during the Class Period.

23 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
24 P.C.

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

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1 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
2 possession, or control, including the Class Member’s (1) full name; (2) last known address(es);
3 (3) last known Social Security Number(s); and (4) the dates of employment (i.e., hire dates, and,
4 if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

16 1.12. “Class Period” means the period from March 1, 2022 through May 31, 2025.

17 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the
18 Action seeking Court approval to serve as a Class Representative.

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

21 1.15. “Court” means the Superior Court of California, County of Los Angeles.

22 1.16. “Defendant” or “BG-IC” means named Defendant BG-IC, L.L.C.

23 1.17. “Defense Counsel” means Shannon B. Nakabayashi and Julianna Bramwell of Jackson
24 Lewis P.C.

25 1.18. “Effective Date” means the date when all of the following events have occurred: (1) the
26 Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant’s
27 Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the
28 Notice of Class Action Settlement has been given to the putative members of the Settlement

1 Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement
2 or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a final
3 Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement;
4 (5) 65 calendar days have passed since the Court has entered a final Order and Judgment
5 certifying the Settlement Class and approving the Stipulation of Settlement; and (6) in the event
6 there are written objections filed prior to the final fairness hearing which are not later withdrawn
7 or denied, the later of the following events: five business days after the period for filing any
8 appeal, writ or other appellate proceeding opposing the Court's final Order approving the
9 Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding
10 having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final
11 Order approving the Stipulation of Settlement has been filed, five business days after any appeal,
12 writ or other appellate proceedings opposing the Stipulation of Settlement has been finally and
13 conclusively dismissed with no right to pursue further remedies or relief.

14 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

15 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
16 of the Settlement.

17 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
18 Approval.

19 1.22. "Gross Settlement Amount" means \$390,000.00 (Three Hundred Ninety Thousand
20 Dollars and Zero Cents) which is the total amount Defendant agree to pay under the Settlement,
21 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
22 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
23 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
24 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
25 Administrator's Expenses.

26 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
27 Net Settlement Amount calculated according to the number of Workweeks worked during the
28 Class Period.

1 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
2 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
3 Period.

4 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

5 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
6 entitled, under Labor Code section 2699, subd. (i).

7 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
8 under Labor Code section 2699, subd. (i).

9 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
10 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
11 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
13 paid to Participating Class Members as Individual Class Payments.

14 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
15 Settlement by sending the Administrator a valid and timely Request for Exclusion.

16 1.30. “Operative Complaint” means the Third Amended Complaint to be filed in the Action.

17 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
18 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
19 applicable), and termination dates (as applicable).

20 1.32. “PAGA Period” means the period from September 22, 2022, through the end date of the
21 Class Period.

22 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

23 1.34. “PAGA Notice” means plaintiffs’ September 22, 2023, letter to Defendant and the LWDA,
24 providing notice pursuant to Labor Code section 2699.3 subd. (a).

25 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
26 Gross Settlement Amount (\$39,000.00), allocated 25% to the Aggrieved Employees (\$9,750.00)
27 and the 75% to the LWDA (\$29,250.00) in settlement of PAGA claims.

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1 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
2 timely Request for Exclusion from the Settlement and will therefore receive his or her share of
3 the Net Settlement Agreement automatically without the need to return a claim form. Each
4 Participating Class Member will be paid his/her Individual Settlement Payment.

5 1.37. “Plaintiffs” means Kasie Bey-Keys and Paris Lorenzo Woods, the named plaintiffs in the
6 Action.

7 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
8 Settlement.

9 1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
10 and Approval of PAGA Settlement.

11 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2
12 below.

13 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
14 below.

15 1.42. “Released Parties” means: BG-IC including its parent corporation, affiliates, subsidiaries,
16 divisions, predecessors, insurers, reinsurers, related or affiliated companies, successors, and
17 assigns, and their current and former employees, including but not limited to Irene Herden,
18 attorneys, officers, directors, and agents thereof, both individually and in their business
19 capacities, and their employee benefit plans and programs and the trustees, administrators,
20 fiduciaries, and insurers of such plans and programs, both individually and in their business
21 capacities and any other individual or entity that is under the control, influence and/or ownership
22 of BG-IC.

23 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
24 excluded from the Class Settlement signed by the Class Member.

25 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
26 Class Members and Aggrieved Employees and shall be the last date on which Class Members
27 may: (a) mail, fax, or email Requests for Exclusion from the Settlement, or (b) mail, fax, or email
28 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after

1 having been returned undeliverable to the Administrator shall have an additional 15 days beyond
2 the Response Deadline has expired unless the forty-fifth (45th) calendar day falls on a Sunday or
3 federal holiday, in which case the Response Deadline will be extended to the next day on which
4 the U.S. Postal Service is open.. Should the Court require a longer Response Deadline, the
5 Court's required deadline will control.

6 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the
7 Judgment.

8 1.46. "Workweek" means any week during which a Class Member worked for Defendant, for
9 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
10 termination dates (as applicable).

11 **2. RECITALS**

12 2.1. On September 22, 2023, Plaintiff Bey-Keys filed with the LWDA and served on
13 Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy
14 of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor
15 Code violations ("PAGA Notice").

16 2.2. On September 27, 2023, Plaintiff Bey-Keys filed a Class Action Complaint for damages
17 in the Superior Court of the State of California for the County of Los Angeles, Case No.
18 24STCV05796. Plaintiff alleged violations, including but limited to: (1) failure to pay overtime
19 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to
20 provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to
21 timely pay wages; (8) failure to indemnify; (9) violation of Labor Code§ 227.3; and (10) unfair
22 competition.

23 2.3. On November 28, 2023, Plaintiff Bey-Keys filed a separate complaint for civil penalties
24 under PAGA against defendant in the Los Angeles County Superior Court, Case No.
25 23STCV28946, under the Labor Code Private Attorneys General Act of 2004, seeking civil
26 penalties for the violations set forth in the PAGA Notice (the "PAGA Action").

27 2.4. Due to the prior settlement in Weathers/Razani, et al. v. BG-IC, LLC (LA Sup. Court.
28 Case Nos. 21STCV07570 and 21STCV08334), the Parties met and conferred and stipulated to

1 amend Plaintiff Bey-Key's complaint to limit the class period to begin on March 1, 2022, with
2 Plaintiff filing an amended complaint on February 7, 2024.

3 2.5. On October 23, 2024, Plaintiff Bey-Keys filed a Second Amended Complaint, which
4 added Plaintiff Woods to the Class Action.

5 2.6. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

6 2.7. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll
7 records for Class Members through mediation; (b) wage and hour policy documents; (c) class
8 data points for Plaintiffs' counsel to determine, with the aid of expert consultants, the number of
9 putative Class Members, Aggrieved Employees, the number of workweeks, pay periods, and
10 shifts worked by putative Class Members, and average rates of pay; and (d) all documents
11 pertaining to Plaintiffs available to Defendant.

12 2.8. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in
13 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
14 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

15 2.9. On March 31, 2025, the Parties participated in an all-day mediation presided over by Gig
16 Kyriacou. The mediation was successful, and the Parties agreed to globally resolve all class and
17 PAGA claims in the Action.

18 2.10. As part of this Agreement, the Parties further agree to stipulate to the consolidation of the
19 PAGA Action within the Class Action.

20 2.11. The Court has not granted class certification.

21 2.12. The Parties, Class Counsel, and Defense Counsel represent that other than the actions
22 mentioned herein, they are not aware of any other pending matter or action asserting claims that
23 will be extinguished or affected by the Settlement.

24 2.13. Whereas, the Parties agree that this Agreement will be binding on all Participating Class
25 Member and Aggrieved Employee once the Court has approved of this Agreement.

26 **3. MONETARY TERMS**

27 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
28 Defendant promises to pay \$390,000.00 as the Gross Settlement Amount, unless increased

pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to Plaintiffs of not more than \$7,500.00 for each Plaintiff, for a total of \$15,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$130,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class

1 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
2 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
3 than the amounts requested, the Administrator will allocate the remainder to the Net
4 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
5 other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee
6 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
7 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
8 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
9 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
10 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
11 or controversy regarding any division or sharing of any of these Payments. There will
12 be no additional charge of any kind to either the Settlement Class Members or request
13 for additional consideration from Defendant for such work unless, Defendant materially
14 breach this Agreement, including any term regarding funding, and further efforts are
15 necessary from Class Counsel to remedy said breach, including, without limitation,
16 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
17 and/or litigation costs and expenses in amounts that are less than the amounts provided
18 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

19 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
20 \$6,490.00 except for a showing of good cause and as approved by the Court. To the
21 extent the Administration Expenses are less or the Court approves payment less than
22 \$6,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

23 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
24 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
25 by all Participating Class Members during the Class Period and (b) multiplying the result
26 by each Participating Class Member's Workweeks.

27 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
28 Class Member's Individual Class Payment will be allocated to settlement of

1 wage claims (the “Wage Portion”). The Wage Portions are subject to tax
2 withholding and will be reported on an IRS W-2 Form. The 80% of each
3 Participating Class Member’s Individual Class Payment will be allocated to
4 settlement of claims for interest and penalties (the “Non-Wage Portion”). The
5 Non-Wage Portions are not subject to wage withholdings and will be reported
6 on IRS 1099 Forms. Participating Class Members assume full responsibility
7 and liability for any employee taxes owed on their Individual Class Payment.

8 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
9 Class Payments. Non-Participating Class Members will not receive any
10 Individual Class Payments. The Administrator will retain amounts equal to
11 their Individual Class Payments in the Net Settlement Amount for distribution
12 to Participating Class Members on a pro rata basis.

13 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
14 \$39,000.00 to be paid from the Gross Settlement Amount, with 75% (\$29,250.00)
15 allocated to the LWDA PAGA Payment and 25% (\$9,750.00) allocated to the Individual
16 PAGA Payments.

17 3.2.5.1. The Administrator will calculate each Individual PAGA
18 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share
19 of PAGA Penalties by the total number of PAGA Period Pay Periods worked
20 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
21 result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved
22 Employees assume full responsibility and liability for any taxes owed on their
23 Individual PAGA Payment.

24 3.2.5.2. If the Court approves PAGA Penalties of less than the
25 amount requested, the Administrator will allocate the remainder to the Net
26 Settlement Amount. The Administrator will report the Individual PAGA
27 Payments on IRS 1099 Forms.

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1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
3 to date, Defendant estimates there are 103 Class Members who collectively worked a total of
4 7,100 Workweeks, and 94 of Aggrieved Employees who worked a total of 3,533 PAGA Pay
5 Periods.

6 4.2. Class Data. Not later than 15 calendar days after the Court grants Preliminary Approval
7 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in
8 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
9 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
10 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
11 employees who need access to the Class Data to effect and perform under this Agreement.
12 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
13 Data omitted class member identifying information and to provide corrected or updated Class
14 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
15 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
16 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
17 omitted Class Data.

18 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
19 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
20 transmitting the funds to the Administrator no later than 21 days after the Effective Date.

21 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
22 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
23 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
24 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
25 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
26 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
27 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
28 Payments.

1 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First Class U.S.
3 Mail, postage prepaid. The face of each check shall prominently state the date (not less
4 than 180 days after the date of mailing) when the check will be voided. The
5 Administrator will cancel all checks not cashed by the void date. The Administrator
6 will send checks for Individual Settlement Payments to all Participating Class Members
7 (including those for whom Class Notice was returned undelivered). The Administrator
8 will send checks for Individual PAGA Payments to all Aggrieved Employees including
9 Non-Participating Class Members who qualify as Aggrieved Employees (including
10 those for whom Class Notice was returned undelivered). The Administrator may send
11 Participating Class Members a single check combining the Individual Class Payment
12 and the Individual PAGA Payment. Before mailing any checks, the Settlement
13 Administrator must update the recipients' mailing addresses using the National Change
14 of Address Database.

15 4.4.2. The Administrator must conduct a Class Member Address Search for all other
16 Class Members whose checks are returned undelivered without USPS forwarding
17 address. Within 7 days of receiving a returned check the Administrator must re-mail
18 checks to the USPS forwarding address provided or to an address ascertained through
19 the Class Member Address Search. The Administrator need not take further steps to
20 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
21 The Administrator shall promptly send a replacement check to any Class Member whose
22 original check was lost or misplaced, requested by the Class Member prior to the void
23 date.

24 4.4.3. For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
26 shall transmit the funds represented by such checks to the California Controller's
27 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
28

1 residue” subject to the requirements of California Code of Civil Procedure Section 384,
2 subd. (b).

3 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendant to confer any additional benefits or make any additional
5 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
6 specified in this Agreement.

7 4.4.5. The Individual Class Payments made to Participating Class Members under this
8 Agreement, as well as any other payments made pursuant to this Agreement, will not be
9 utilized to calculate any additional benefits under any benefit plans to which any Class
10 Members may be eligible, including, but not limited to: profit-sharing plans, bonus
11 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
12 and any other benefit plan. Rather, it is the Parties’ intention that this Agreement will
13 not affect any rights, contributions, or amounts to which any Class Members may be
14 entitled under any benefit plans.

15 **5. RELEASE OF CLAIMS**

16 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
17 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
18 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
19 Class Members, and Class Counsel will release claims against all Released Parties as follows:

20 5.1. Plaintiffs’ Release. Plaintiffs and his or her respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
22 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
23 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
24 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
25 have been, alleged based on facts contained in the Operative Complaint and Plaintiffs’ PAGA
26 Notice. (“Plaintiffs’ Release.”) Plaintiffs; Release does not extend to any claims or actions to
27 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
28 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based

on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge that this Settlement is intended to include in its effect, without limitation, all Released Claims which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

5.3. Release of Class Claims: All claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged or could have been alleged based on the facts in the Operative Complaint, including but not limited to claims for failure to pay wages, failure to pay at the regular rate and failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain required records, failure to pay earned wages upon termination or discharge, failure to timely pay wages, failure to reimburse business expenses, unfair competition, including, but not limited to, claims for injunctive relief, punitive damages, liquidated damages, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs; and all other claims

1 and allegations made or which could have been made in the Action based on the facts and
2 allegations pled in the Operative Complaint during the Class Period.

3 5.4. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation of
5 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers' compensation, or claims based on facts occurring outside the Class Period.

7 5.5. Release of PAGA Claims: All claims under PAGA for civil penalties against the Released
8 Parties that were or could have been pled based on the allegations in Plaintiffs' notice to the Labor
9 Workforce Development Agency and based on the factual allegations of the Operative Complaint,
10 including but not limited to claims seeking civil penalties for failure to pay overtime wages, failure
11 to pay at the correct regular rate, failure to provide meal periods, failure to provide rest periods,
12 failure to furnish accurate wage statements, failure to pay all wages earned, failure to maintain
13 required records, failure to pay earned wages upon termination or discharge. This includes, but is
14 not limited to, claims for civil penalties for violation of California Labor Code sections 200-204,
15 210, 226, *et seq.*, 226.3, 226.7, 510, 512, 558, 1194, 2698, *et seq.*, 2699, 2699.5, applicable
16 Industrial Welfare Commission Wage Orders, and California Code of Regulations, Title 8, Section
17 11040, Subdivisions 5(A)-(B). The Parties agree that there is no statutory right for any PAGA
18 Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the
19 associated release of claims and rights under PAGA.

20 **6. MOTION FOR PRELIMINARY APPROVAL**

21 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
22 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
23 Approvals.

24 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
25 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
26 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
27 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
28 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and

1 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
2 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
3 to its willingness to serve; competency; operative procedures for protecting the security of Class
4 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
5 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
6 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
7 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
8 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
9 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
10 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
11 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
12 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
13 subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
14 Members and the Administrator.

15 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
16 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
17 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
18 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
19 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
20 Administrator.

21 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
23 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
24 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
25 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
27 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
28 Court’s concerns.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
3 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
4 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
5 payment of Administration Expenses. The Parties and their Counsel represent that they have no
6 interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements. Apex's duties shall
8 include but not limited to distributing and responding to inquiries about the Notice Packet,
9 determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the
10 Individual Class Payment, issuing the Individual Settlement Payment checks and distributing
11 them to Participating Class Members, issuing the LWDA Payment, disbursing the PAGA
12 Settlement Amount, establishing and maintaining the QSF, issuing the payment to Class Counsel
13 for attorneys' fees and costs, Class Representative Service Payment, and the employer payroll
14 taxes to the appropriate taxing authorities, and performing other tasks as the Parties mutually
15 agree to and/or the Court orders Apex to perform.

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

19 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
20 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
21 468B-1.

22 7.4. Notice to Class Members

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

27 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
28 days after receiving the Class Data, the Administrator will send to all Class Members

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

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

15 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
17 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
18 notice is re-mailed. The Administrator will inform the Class Member of the extended
19 deadline with the re-mailed Class Notice.

20 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data
22 and should have received Class Notice, the Parties will expeditiously meet and confer,
23 and in good faith, in an effort to agree on whether to include them as Class Members.
24 If the Parties agree, such persons will be Class Members entitled to the same rights as
25 other Class Members, and the Administrator will send, via email or overnight delivery,
26 a Class Notice requiring them to exercise options under this Agreement not later than
27 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
28 ever are later.

1 7.5. Requests for Exclusion (Opt-Outs).

2 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
3 must send the Administrator, by mail, fax, or email, a signed written Request for
4 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an
5 additional 15 days for Class Members whose Class Notice is re-mailed). A Request for
6 Exclusion is a letter from a Class Member or his/her representative that reasonably
7 communicates the Class Member's election to be excluded from the Settlement and
8 includes the Class Member's name, address and email address or telephone number. To
9 be valid, a Request for Exclusion must be timely postmarked, faxed, or emailed by the
10 Response Deadline.

11 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
12 fails to contain all the information specified in the Class Notice. The Administrator
13 shall accept any Request for Exclusion as valid if the Administrator can reasonably
14 ascertain the identity of the person as a Class Member and the Class Member's desire
15 to be excluded and if the Request for Exclusion was timely submitted. The
16 Administrator does not have the authority to make a final determination regarding
17 timeliness. In that there is a dispute, the parties will first attempt to resolve it between
18 themselves and if they cannot, the dispute will be submitted to the Court. If the
19 Administrator has reason to question the authenticity of a Request for Exclusion, the
20 Administrator may demand additional proof of the Class Member's identity.

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

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

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

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

19 7.7. Objections to Settlement

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

24 7.7.2. Participating Class Members may send written objections to the Administrator, by
25 mail, fax, or email. Such written objections may include a written statement of the
26 grounds of objection, signed by the objecting, participating Class Member, and if
27 applicable his or her attorney, along with any supporting documentation. The date of the
28 initial mailing of the Notice Packet, and the date the signed objection was postmarked,

1 faxed, or emailed shall be conclusively determined according to the records of the
2 Settlement Administrator. The Settlement Administrator shall send any objections it
3 receives to Defense Counsel and Class Counsel within three (3) business days of receipt,
4 and said objections shall be filed with the Court as part of the Motion for Final Approval.
5 In the alternative, Participating Class Members may appear in Court (or hire an attorney
6 to appear in Court) to present verbal objections at the Final Approval Hearing. A
7 Participating Class Member who elects to send a written objection to the Administrator
8 must do so not later than 45 days after the Administrator's mailing of the Class Notice
9 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

10 7.7.3. Encouragement of Class Members. The Parties to this Agreement and the counsel
11 representing such Parties shall not, directly or indirectly, through any person, encourage
12 or solicit any Class Member to exclude him or herself from this Settlement (opt out), or
13 to object to it. However, Class Counsel may respond to inquiries from Class Members.

14 7.7.4. Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or otherwise.

18 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
19 and use an internet website to post information of interest to Class Members including
20 the date, time and location for the Final Approval Hearing and copies of the Settlement
21 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
22 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
23 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
24 the Final Approval and the Judgment. The Administrator will also maintain and monitor
25 an email address and a toll-free telephone number to receive Class Member calls and
26 emails.

27 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
28 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

1 Not later than 5 days after the expiration of the deadline for submitting Requests for
2 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
3 containing (a) the names of Class Members who have timely submitted valid Requests
4 for Exclusion (“Exclusion List”); and (b) the names of Class Members who have
5 submitted invalid Requests for Exclusion. Defendant shall continue to have the right to
6 full disclosure regarding its data and its current and former employees.

7 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
8 reports to Class Counsel and Defense Counsel that, among other things, tally the number
9 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
10 Exclusion (whether valid or invalid) received, objections received, challenges to
11 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
12 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
13 Weekly Reports must include provide the Administrator’s assessment of the validity of
14 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
15 received.

16 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
17 address and make final decisions consistent with the terms of this Agreement on all
18 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
19 Administrator’s decision shall be final and not appealable or otherwise susceptible to
20 challenge.

21 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to
22 file the Motion for Final Approval of the Settlement, the Administrator will provide to
23 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
24 to its due diligence and compliance with all of its obligations under this Agreement,
25 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
26 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
27 number of Requests for Exclusion from Settlement it received (both valid or invalid),
28 the number of written objections and attach the Exclusion List. The Administrator will

1 supplement its declaration as needed or requested by the Parties and/or the Court. Class
2 Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide
5 Class Counsel and Defense Counsel with a final report detailing its disbursements by
6 employee identification number only of all payments made under this Agreement. At
7 least 7 days before any deadline set by the Court, the Administrator will prepare, and
8 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
9 Court attesting to its disbursement of all payments required under this Agreement. Class
10 Counsel is responsible for filing the Administrator's declaration in Court.

11 **8. CLASS SIZE ESTIMATES, ESCALATOR CLAUSE, AND**
12 **DEFENDANT'S RIGHT TO WITHDRAW**

13 Based on its records, Defendant estimates that, as of the date of this Settlement
14 Agreement, (1) there are 103 Class Members and 7,100 Total Workweeks during the Class Period
15 and (2) there are 94 Aggrieved Employees who worked 3,533 Pay Periods during the PAGA
16 Period.

17 8.1. Increase in Workweeks. Defendant represents that there are no more than 7,100
18 Workweeks as of March 31, 2025. If the number of Workweeks during the Class Period is more
19 than 10% greater than this figure (i.e., if there are 7,810 or more Workweeks), Defendant agrees
20 to increase the Gross Settlement Amount on a proportional basis for the amount above 7,810
21 Workweeks.

22 8.2. Defendant's Right to Withdraw. If ten percent (10%) or more of the Settlement Class
23 Members elect not to participate in the Settlement by submitting a valid Request for Exclusion,
24 Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of
25 it will be thereby null and void. The Parties agree that, if Defendant elects to withdraw pursuant
26 to this Paragraph, the Settlement shall be void ab initio, have no force or effect whatsoever, and
27 neither Party will have any further obligation to perform under this Agreement; however
28 Defendant will be 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 ten (10) days after the Administrator sends the final Exclusion List to the Parties; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

1 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
3 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
4 respective counsel, and all Participating Class Members who did not object to the Settlement as
5 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
6 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
7 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
8 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
9 Parties' obligations to perform under this Agreement will be suspended until such time as the
10 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
11 the amount of the Net Settlement Amount.

12 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
13 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
14 modification of this Agreement (including, but not limited to, the scope of release to be granted
15 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
16 expeditiously work together in good faith to address the appellate court's concerns and to obtain
17 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
18 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
19 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
20 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
21 as long as the Gross Settlement Amount remains unchanged.

22 **10. AMENDED JUDGMENT**

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

25 **11. ADDITIONAL PROVISIONS**

26 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
27 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended or should be construed as an admission by Defendant that

1 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
2 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
3 Defendant's defenses in the Action have merit. The Parties agree that class certification and
4 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
5 not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right
6 to contest certification of any class for any reasons, and Defendant reserves all available defenses
7 to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any
8 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
9 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
10 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
11 and this Agreement).

12 Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms,
13 nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received
14 as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released
15 Parties, including but not limited to, evidence of a presumption, concession, indication, or
16 admission by any of the Released Parties of any liability, fault, wrongdoing, omission,
17 concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the
18 Released Parties in any further proceeding in the Action, except for the purposes of effectuating
19 the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has
20 resolved any of his or her claims released through this Agreement.

21 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and
22 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
23 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
24 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
25 or indirectly, specifically or generally, to any person, corporation, association, government
26 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
27 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
28 extent necessary to report income to appropriate taxing authorities; (4) in response to a court

1 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
2 government agency. Each Party agrees to immediately notify each other Party of any judicial or
3 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
4 Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
5 conversation or other communication, before the filing of the Motion for Preliminary Approval,
6 any with third party regarding this Agreement or the matters giving rise to this Agreement except
7 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
8 restrict Class Counsel’s communications with Class Members in accordance with Class
9 Counsel’s ethical obligations owed to Class Members.

10 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
12 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
13 ability to communicate with Class Members in accordance with Class Counsel’s ethical
14 obligations owed to Class Members.

15 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
16 together with its attached exhibits shall constitute the entire agreement between the Parties
17 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
18 inducements made to or by any Party.

19 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
20 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
21 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
22 its terms, and to execute any other documents reasonably required to effectuate the terms of this
23 Agreement including any amendments to this Agreement.

24 ///

25 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
27 Settlement Agreement, submitting supplemental evidence and supplementing points and
28 authorities as requested by the Court. In the event the Parties are unable to agree upon the form

1 or content of any document necessary to implement the Settlement, or on any modification of the
2 Agreement that may become necessary to implement the Settlement, the Parties will seek the
3 assistance of a mediator and/or the Court for resolution.

4 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
10 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
11 Part 10, as amended) or otherwise.

12 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed or agreed to by all
14 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
15 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
16 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
17 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
18 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
19 the use of signatures previously provided by the Parties.

20 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
21 the benefit of, the successors of each of the Parties.

22 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the state of California, without
24 regard to conflict of law principles.

25 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
26 this Agreement. This Agreement will not be construed against any Party on the basis that the
27 Party was the drafter or participated in the drafting.

28 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered

1 during Action and in this Agreement relating to the confidentiality of information shall survive
2 the execution of this Agreement.

3 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
4 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
5 in connection with the mediation, other settlement negotiations, or in connection with the
6 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
7 be used in any way that violates any existing contractual agreement, statute, or rule of court.

8 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
9 inserted for convenience of reference only and does not constitute a part of this Agreement.

10 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
11 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
12 weekend or federal legal holiday, such date or deadline shall be on the first business day
13 thereafter.

14 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
15 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
16 be accepted as an original. All executed counterparts and each of them will be deemed to be one
17 and the same instrument if counsel for the Parties will exchange between themselves signed
18 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
19 and contents of this Agreement.

20 11.18. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or their
21 respective counsel regarding the implementation or interpretation of this Agreement, a
22 representative of Class Counsel and a representative of Defense Counsel shall meet and confer
23 in an attempt to resolve such disputes prior to submitting such disputes to the Court.

24 ///

25 11.19. Fair and Reasonable Settlement. The Parties believe that this Agreement reflects a fair,
26 reasonable, and adequate settlement of the Action and have arrived at this Agreement through
27 arm’s-length negotiation and in the context of adversarial litigation, taking into account all
28

relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

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

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

IT IS SO AGREED:

Kasie Bey-Keys

07/30/2026

Plaintiff, Kasie Bey-Keys

For Defendant, BG-IC, L.L.C.

Paris Lorenzo Woods

08/05/2026

Plaintiff, Paris Lorenzo Woods

AGREED AS TO FORM ONLY:

David D. Bibiyan

08/05/2026

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs

Shannon B. Nakabayashi
Julianna Bramwell
Counsel for Defendants

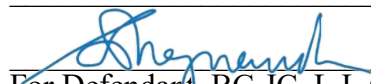
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IT IS SO AGREED:

Plaintiff, Kasie Bey-Keys


For Defendant, BG-IC, L.L.C.
Ravi Ragnauth, Chief Financial Officer

Plaintiff, Paris Lorenzo Woods

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs


Shannon B. Nakabayashi
Julianna Bramwell
Counsel for Defendants