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KIPP SOCAL PUBLIC SCHOOLS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALEXIS ROCHA, on behalf of himself, all
others similarly situated, and on behalf of
other "aggrieved employees" under PAGA,

Plaintiff(s),

vs.

KIPP SOCAL PUBLIC SCHOOLS, and
DOES 1-25, inclusive,

Defendant(s).

Case No. 24STCV14877
[Complex Class Action]

Judge: Hon. Theresa M. Traber
Dept.: 1

**THIRD AMENDED CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT AND RELEASE**

Complaint Filed: June 13, 2024
Trial Date: Not set

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THIRD AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

1. This Third Amended Class Action and PAGA Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiff Alexis Rocha (“Plaintiff”), individually and on behalf of all other similarly situated persons, and Defendant KIPP SoCal Public Schools (“Defendant”), subject to the approval of the Court. Plaintiff and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Class Action/PAGA Action” means the above-captioned action, *Alexis Rocha v. KIPP SoCal Public Schools*, filed on June 13, 2024, in the Superior Court of California, County of Los Angeles, Case Number 24STCV14877.

b. The Class Action/PAGA Action is collectively referred to as the “Action” as used herein.

c. “Aggrieved Employees” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

d. “Class” or “Class Members” means all current and former hourly, non-exempt employees employed by Defendant KIPP SoCal Public Schools in California any time during the Class Period.

e. “Class Counsel” means Messrelian Law, Inc.

f. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall not exceed Twenty-Thousand Dollars (\$20,000.00), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

g. “Class List” means a list of Class Members that Defendant will compile from their records. The Class List shall include: each Class Member’s full name; last known address; last known email address; last known telephone number; Social Security number; the total number of workweeks that each Class Member worked in the state of California during the Class Period; and the total number of pay periods that each Aggrieved Employee worked in the state of California during the PAGA Period.

h. “Class Period” means any time between June 13, 2020, through June 13, 2026.

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

j. “Defendant” means KIPP SoCal Public Schools

k. “Defendant’s Counsel” means Freeman Mathis & Gary, LLP.

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1. “Effective Date” means the date of the later of: (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, sixty (60) days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court’s final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.

m. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiff, Class Members, and the Settlement Class in the Action. Class Counsel will not seek more than one-third (1/3) of the Gross Settlement Amount as their Fee Award.

n. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys’ fees, attorneys’ costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming “Effective.”

o. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.

p. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.

q. “Gross Settlement Amount” means the non-reversionary total amount of the Gross Settlement Payment. The Gross Settlement Amount includes: (a) all Settlement Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Award; (d) Fee Award and Class Counsel’s Costs; and (e) Settlement Administration Costs to the Settlement Administrator. There will be no reversion.

r. “Gross Settlement Payment” means the non-reversionary total amount that Defendant shall pay in connection with this Settlement in exchange for the release of the Settlement Class Members’ and Aggrieved Employees’ Released Claims. The Gross Settlement Payment is the gross sum of One Million Three Hundred Eighty-Eight Thousand Seven Hundred Fifty-Three Dollars and Fifty Cents (\$1,388,753.50) for approximately 133,808 workweeks and approximately 1,516 employees for the period of June 13, 2020, through June 13, 2026. Except for the Defendant’s employer’s portion of payroll taxes on Settlement Awards to Class Members (“Defendant’s Payroll Taxes”), the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross

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Settlement Payment and Defendant's Payroll Taxes. There will be no reversion.

s. "Net PAGA Amount" means the Twenty-Five Percent (25%) of the amount of civil penalties under the PAGA, or Thirty Thousand Dollars (\$30,000.00).

t. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel's Costs; (iv) Settlement Administrator Costs; (v) the payment to Labor and Workforce Development Agency ("LWDA") for its share of PAGA penalties; and (vi) the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court's approval.

u. "Response Deadline" means the date sixty (60) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Response Deadline to object to, or opt out of, the Settlement.

v. "PAGA Payment" means One Hundred Twenty Thousand Dollars (\$120,000.00) in civil penalties under the Private Attorneys General Act ("PAGA").

w. "PAGA Period" means any time between January 4, 2023, through June 13, 2026.

x. "Parties" means the parties to this Agreement: Plaintiff Alexis Rocha and Defendant KIPP SoCal Public Schools.

y. "Plaintiff" means Alexis Rocha.

z. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

aa. "Qualified Settlement Fund" means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

bb. "Releasees" or "Released Parties" means Defendant KIPP SoCal Public Schools and its officers, directors, employees, attorneys, insurers, reinsurers, successors, and assigns, and any individual or entity that could be liable for any of the Released Claims.

cc. "Service Award" means the payment to Plaintiff Alexis Rocha for his efforts in bringing and prosecuting this matter. The Service Award will not exceed the following amount: Five Thousand Dollars (\$5,000.00) for Plaintiff Alexis Rocha.

dd. "Settlement Administrator" means APEX Class Action LLC, the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

ee. "Settlement Administrator Costs" refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated to be Sixteen Thousand Two Hundred Seventy-Five Dollars and Seventy-Eight Cents (\$16,275.78).

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ff. “Settlement Award” means the payment that each Settlement Class Member and Aggrieved Employee shall be entitled to receive pursuant to the terms of this Agreement.

gg. The “Settlement Class” or “Settlement Class Members” means all current and former hourly, non-exempt employees employed by Defendant KIPP Social Public Schools in California any time during the Class Period and excluding any opt-outs.

hh. “Settlement Notice” means the Notice of Class Action Settlement to the Settlement Class Members and Aggrieved Employee substantially in the form as Exhibit A attached hereto, or as approved by the Court.

RECITALS

3. Plaintiff Alexis Rocha provided written notice to the LWDA of his intent to pursue claims under California Private Attorneys General Act (“PAGA”) § 2699 on January 4, 2024 (“LWDA Letter”). Plaintiff subsequently filed the PAGA Action claims under the PAGA arising from Defendant’s violations of the California Labor Code and the Class Action asserting claims as a class pursuant to California labor laws on June 13, 2024. Defendant filed its answer in the PAGA Action/Class Action on September 12, 2024, denying Plaintiff’s allegations.

4. Through the Action, Plaintiff alleges that Defendant violated the wage and hour laws of California by failing to pay Class Members and Aggrieved Employees earned wages and failing to provide legally compliant meal and rest periods. On this basis, Plaintiff brought claims against Defendant for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, inaccurate wage statements, failure to pay final wages, failure to pay timely wages, unfair competition, and civil penalties under the PAGA. Defendant denies any and all liability and wrongdoing and asserted affirmative defenses.

5. On May 12, 2025, the Parties conducted a full day mediation session which was remotely held before employment mediator Steve Pearl in an effort to resolve the PAGA Action/Class Action. The Parties were able to successfully resolve the PAGA Action/Class Action and executed a confidential memorandum of understanding of the substantive terms of the settlement under the terms provided in the instant Settlement Agreement.

6. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) Defendant’s financial status and ability to pay; (b) the facts developed during pre-mediation, formal and informal discovery and the Parties’ mediation process and the law applicable thereto; (c) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (d) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded that the terms of this Settlement are fair, reasonable, and adequate, and that it is in the best interests of Plaintiff and the Settlement Class (as defined above) to settle their claims against Defendant pursuant to the terms set forth herein.

7. Defendant denies the allegations in the PAGA Action/Class Action and denies any and all liability, including any liability for alleged failure to pay overtime compensation or any alleged wage payment, and wage and hour or similar violation. This Settlement Agreement

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shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability, or wrongdoing, which Defendant expressly denies.

8. The Parties recognize that Notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, Settlement becomes Final, and the Settlement Effective Date occurs.

9. The Parties further stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to California Code of Civil Procedure § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. Defendant denies that class action treatment is appropriate in the litigation context or for trial.

10. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Plaintiff's, the Settlement Class', and the Aggrieved Employees' claims as described herein against Defendant shall be settled, compromised, and dismissed, and that the Plaintiff's, the Settlement Class', and the Aggrieved Employees' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

11. In exchange for the consideration set forth in this Settlement Agreement, Plaintiff and Settlement Class Members agree to release all claims as set forth herein as applicable.

12. **Settlement Class Members' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally, forever, from the claims during the Class Period as follows:

- a. **Settlement Class Members:** The Settlement Class Members release the Releasees from the following rights or claims: any all claims that were alleged or which could have been reasonably alleged based on the factual allegations asserted in the operative complaint of the Class/PAGA Action, arising during the Class Period, which shall specifically include, failure to pay overtime and minimum wages, provide compliant meal periods and rest breaks and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, 2802, the applicable Industrial Welfare

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Commission Wage Order, and California Business and Professions Code section 17200, *et seq.*

13. **Releases of PAGA Claims.** Plaintiff, the Aggrieved Employees and, to the extent permitted by law, the State of California, (the “PAGA Releasing Parties”) agree to release claims any and all claims that were alleged or which could have reasonably been alleged based on the factual allegations in the PAGA Letter and operative complaint of the Class/PAGA Action, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for failure to pay overtime and minimum wages, provide compliant meal periods and rest breaks and associated premium payments, timely pay wages during employment upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable the Industrial Welfare Commission (“IWC”) Wage Order. The release of PAGA Claims is effective upon final judgment being entered and Defendant fully funding the Gross Settlement Amount.

14. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check for Plaintiff and other Settlement Class Members:

“This check is your settlement payment in connection with the court-approved class action Settlement in *Alexis Rocha v. KIPP SoCal Public Schools*, Superior Court of California, County of Los Angeles, Case No. 24STCV14877. By not opting out of the Settlement, you have released KIPP SoCal Public Schools and other Releasees of all Settlement Class Members’ Released Claims as defined in the Settlement Agreement.”

15. **Plaintiff’s Released Claims.**

In addition to the releases made in Sections 12 and 13 above, in the event a service award is awarded to Plaintiff Alexis Rocha, Plaintiff, in consideration of the Service Award shall and hereby does release and discharge all Releasees, finally, forever, from unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement regarding his employment with KIPP SoCal Public Schools, for any type of relief, including, without limitation, claims for harassment, retaliation, discrimination, minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and, upon Final Approval, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had relating to the Plaintiff’s Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

16. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

a. **Request for Class Certification and Preliminary Approval**

Order. Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class pursuant to California Code of Civil Procedure § 382 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiff's Motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Three (3) business days prior to Plaintiff's submission of the proposed order for preliminary approval to the Court, Plaintiff shall provide a draft of the proposed order to Defendant's counsel for review. Should the proposed order not comport with the terms in this Agreement, Defendant's counsel may submit an alternative proposed order to the Court.

b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members in English and Spanish via First-Class U.S. Mail. The Settlement Administrator will also create a website for the Settlement, which will allow Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel and Defendant's counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.

c. Within twenty (20) business days after the Court's Preliminary Approval of the Settlement, Defendant shall provide to the

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1 Settlement Administrator the Class List, an electronic database
2 containing the names, last known addresses, last known telephone
3 numbers (if any), last known email addresses (if any), social security
4 numbers or tax ID numbers of each Class Member and Aggrieved
5 Employee, along with: (1) the total number of workweeks that each
6 Class Member worked for Defendant in California during the Class
7 Period; (2) the total number of pay periods that each Aggrieved
8 Employee worked for Defendant in California during the PAGA
9 Period.

10 d. Within twenty (20) business days after the Court's Preliminary
11 Approval of the Settlement, Defendant shall also provide to Class
12 Counsel a redacted Class List: an electronic database containing the
13 names, last known addresses, last known telephone numbers (if
14 any), last known email addresses (if any), along with: (1) the total
15 number of workweeks that each Class Member worked for
16 Defendant in California during the Class Period; (2) the total number
17 of pay periods that each Aggrieved Employee worked for Defendant
18 in California during the PAGA Period. Class Counsel agrees to only
19 utilize the Class List for purposes of effectuating the Settlement,
20 including as a reference from which to answer incoming calls from
21 Class Members. Class Counsel agrees not to use the Class List, or
22 any information therein, to solicit Class Members.

23 e. In order to provide the best notice practicable, prior to mailing the
24 Settlement Notice, the Settlement Administrator will take
25 reasonable efforts to identify current addresses via public and
26 proprietary systems.

27 f. Within ten (10) business days after receiving the contact information
28 for the Class Members and Aggrieved Employees, the Settlement
Administrator shall mail and email (if email addresses are available)
the agreed-upon and Court-approved Settlement Notice to Class
Members and Aggrieved Employees. The Settlement Administrator
shall provide notice to Class Counsel and Defendant's Counsel that
the Settlement Notice has been mailed.

g. Any Settlement Notice returned to the Settlement Administrator
with a forwarding address shall be re-mailed within three (3)
business days following receipt of the returned mail. If no
forwarding address is provided, the Settlement Administrator shall
promptly attempt to determine a correct address using a skip-trace,
or other search using the name, address and/or Social Security
number of the Class Member involved and shall re-mail the Notice
of Settlement. In the event that a Settlement Notice is re-mailed to a
Class Member, the Response Deadline shall be extended fifteen (15)
calendar days from the original Response Deadline.

h. Within ten (10) business days after the Response Deadline, the

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Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.

- i. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.
- j. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

17. **Disputes Regarding Workweeks and/or Pay Periods.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Response Deadline. Disputes must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be emailed and/or returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's

1 decision on such disputes will be final and non-appealable. The Settlement Administrator will
2 notify the disputing Class Member of the decision.

3 18. **Objections.** The Settlement Notice shall provide that Class Members who wish
4 to object to the Settlement must, on or before the Response Deadline, mail to the Settlement
5 Administrator a written statement objecting to the Settlement. Such objection shall not be valid
6 unless it includes the information specified in the Settlement Notice. The statement must be
7 signed personally by the objector, and must include the objector's name, address, telephone
8 number, email address (if applicable), the factual and legal grounds for the objection, and
9 whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice
10 shall advise Class Members that objections shall only be considered if the Class Member has not
11 opted out of the Settlement. All Class Members shall be entitled to be heard at the Final Approval
12 Hearing, whether individually or through counsel, unless the Class Member has opted out of the
13 Settlement. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the
14 exclusive means for determining that an objection is timely mailed to counsel. If postmark dates
15 differ, the later of the two postmark dates will control. Absent good cause found by the Court,
16 persons who fail to make timely written objections in the manner specified above shall be deemed
17 to have waived any objections and oppositions to the Settlement's fairness, reasonableness, and
18 adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise)
19 to the Settlement. However, the requirement that the Class Member submit a written objection
20 may be excused by the Court upon a showing of good cause. None of the Parties, their counsel,
21 nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to
22 the settlement, or appeal from any order of the Court that is consistent with the terms of this
23 Settlement.

24 19. **Requests for Exclusion.** The Settlement Notice shall provide that Class
25 Members, other than Plaintiff, who wish to exclude themselves from the Settlement ("opt out")
26 must mail to the Settlement Administrator a written statement indicating that they do not wish to
27 participate or be bound by the Settlement. The written request for exclusion must contain the
28 Class Member's full name, address, telephone number, email address (if applicable), and last
four digits of their social security number, and must be signed individually by the Class Member.
No opt-out request may be made on behalf of a group. Such written statement must be
postmarked by the Response Deadline. None of the Parties, their counsel, nor any person on their
behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the
settlement.

21 20. **Cure Period.** In the event any request for exclusion is timely submitted but does
22 not contain sufficient information to be valid, the Settlement Administrator shall provide the
23 Class Member, within seven (7) calendar days, a letter requesting the information that was not
24 provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to
25 respond. Any invalid submission that is not timely cured by the Response Deadline will be
26 considered a nullity.

27 21. **Final Approval Hearing.** Class Counsel will be responsible for drafting the
28 Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested
Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be
heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy
of a draft Unopposed Motion for Final Approval of Settlement Agreement. Plaintiff shall request
that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the

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Response Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Class as a class action California Code of Civil Procedure § 382 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable, and adequate;
- d. approving the payment of the Service Award to Plaintiff Alexis Rocha;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement; and
- g. retaining continuing jurisdiction over this Action for purposes of enforcing the terms of the judgment and overseeing all settlement administration matters.

Three (3) business days prior to Plaintiff's submission of the proposed order for final approval and judgment to the Court, Plaintiff shall provide a draft of the proposed order and judgment to Defendant's counsel for review. Should the proposed order and judgment not comport with the terms in this Agreement, Defendant's counsel may submit an alternative proposed order and judgment to the Court.

The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

22. **Post Judgment Report.** At the conclusion of the 180-day check cashing period following the disbursement set forth below in Section 23.b. and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

23. Gross Settlement Amount.

- a. **Funding of Settlement.** The Gross Settlement Payment shall be paid by Defendant into the Settlement Administrator's Qualified Settlement Fund within 14 days of the Court's entry of the

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Preliminary Approval Order. Defendant shall also pay the corresponding amount of Defendant's Payroll Taxes into the Settlement Administrator's Qualified Settlement Fund.. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. The Parties shall not have access to the Gross Settlement Amount once those funds are deposited into the Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.

b. **Disbursement by Settlement Administrator.** All disbursements shall be made from the Qualified Settlement Fund after the Court issues an order granting Final Approval of the Settlement. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue first, the Individual Settlement Payments to Settlement Class Members and the Individual PAGA Payments to PAGA Employees. Then the Settlement Administrator will issue the LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Cost to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

24. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award to Plaintiff.** Subject to the Court's approval, Plaintiff Alexis Rocha shall receive Five Thousand Dollars (\$5,000.00) in exchange for Plaintiff's Released Claims and for his efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for this payment. This payment shall be made from the disbursement pursuant to Section 23.b., or as soon as reasonably practicable. If the Court approves Service Award in an amount less than what Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. Any amount not approved by the Court for payment as the Service Award shall revert to the Net Settlement Amount.

b. **Fee Awards and Costs.**

i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to one-third (1/3) of the Gross Settlement Amount, or Four Hundred Sixty-Two Thousand

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Nine Hundred Seventeen Dollars and Eighty Three Cents (\$462,917.83) which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. Any amount not approved by the Court for payment as the Fee Award shall revert to the Net Settlement Amount.

ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of Class Counsels' Costs not to exceed Twenty Thousand Dollars (\$20,000.00). This payment of attorneys' costs shall be made with the disbursement pursuant to Section 23.b.

iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and the Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Ninety Thousand Dollars (\$90,000.00), of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five Percent (25%), or Thirty Thousand Dollars (\$30,000.00), will be allocated to the Net PAGA Amount. The PAGA Payment shall be made as follows: the payment to the LWDA and the Net PAGA Amount shall be made from the disbursement pursuant to Section 23.b.

d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. This payment of Settlement Administration costs shall be paid to the Settlement Administrator with the disbursement pursuant to Section 23.b. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

e. **Settlement Awards to Settlement Class Members.** Settlement Awards shall be made to Settlement Class Members with the

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remaining funds, in the Qualified Settlement Fund following funding and payment pursuant to Sections 24 and 25 at the time of the distribution shall be paid to Settlement Class Members as part of the disbursement pursuant to Section 23.b.;

i. Any Settlement Award check that is returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail.

ii. For Settlement Award checks that remain undeliverable, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Settlement Award check.

25. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Plaintiff, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

26. **Settlement Award Eligibility.** All Settlement Class Members shall be paid a Settlement Award from the Net Settlement Amount, based on the calculations set forth below.

27. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting Final Approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

28. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member and Aggrieved Employee based on the below formulas:

a. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

i. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.

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- ii. The Settlement Class Members shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks he or she worked for Defendant during the Class Period. Five (5) shifts equals one (1) work week. Each workweek will be equal to one (1) settlement share, or fraction thereof.
 - iii. To reflect the added value of Section 203 claims for former employees under the California Labor Code, each Settlement Class Member who was, at any point during the Class Period, formerly employed in California, will receive an additional one (1) settlement share per Settlement Class Member.
 - iv. The total number of settlement shares for all Settlement Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Settlement Class Member's number of settlement shares to determine the Settlement Class Member's *pro rata* portion of the Net Settlement Amount.
- b. Settlement Class Members who are also Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount. Aggrieved Employees may not opt-out of the PAGA Release or their portion of the Net PAGA Amount. Class Members who validly request exclusion from the Settlement will receive a *pro rata* portion of the Net PAGA Amount. These payments shall be made as follows:
 - i. Aggrieved Employee who worked for Defendant during the PAGA Period shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of pay periods the Aggrieved Employee worked during the PAGA Period. Each pay period will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Amount.
 - ii. For Settlement Class Members who are also Aggrieved Employees, the Settlement Class Member's *pro rata* portion of the Net PAGA Amount, if any, will be added to the Settlement Class Member's share of the Net Settlement Amount, to determine the Settlement Class Member's Settlement Award.

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29. In addition to other information contained on the Settlement Notice, the Settlement Notice shall explain the payment structure, state the estimated minimum payment the class member is expected to receive, including, if possible, with each disbursement, assuming full participation of all Settlement Class Members.

30. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

31. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, ten percent (10%) of each Settlement Award shall be allocated as wages, sixty percent (60%) of each Settlement Award shall be allocated as penalties, and thirty percent (30%) of each Settlement Award shall be allocated as interest. Settlement Awards will be paid out to Settlement Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Settlement Class Members shall be issued an IRS Form W-2. Settlement Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties, expense reimbursements, and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendant with the total employer tax contributions within the time limits prescribed by Section 23.a. Defendant shall deposit the calculated employer tax contributions into the Qualified Settlement Fund pursuant to Section 23.a. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

32. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

33. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all Settlement Awards, at least ten (10) business days before the Distribution wherein Settlement Awards to Settlement Class Members are mailed pursuant to Section 24.e.

34. The Settlement Administrator shall mail all Settlement Awards to Settlement Class Members pursuant to Section 24.e. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel following Distribution.

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35. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.

- a. With ninety (90) days remaining for the 180-day check cashing deadline for Settlement Award checks pursuant to Section 23.b., a reminder letter will be sent via U.S. mail and email to those who have not yet cashed their settlement checks. At the conclusion of the 180-day check cashing deadline for Settlement Award checks issued pursuant to Section 23.b., Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Plaintiff's Released Claims or Settlement Class Members' Released Claims, as applicable.

36. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed to the California State Controller Unclaimed Property Fund in the name of the intended recipient.

37. **Post-Distribution Accounting.** Post-Distribution Accounting to be performed within twenty-one (21) days after the distribution. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per claimant, the largest and smallest amounts paid to class members, the method(s) of notice and the method(s) of payment to class members, the number and value of checks not cashed, the amounts distributed to the California State Controller Unclaimed Property Fund (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

MISCELLANEOUS

38. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(I)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(I)(3).

39. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing.

40. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

41. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the

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Settlement, and to use all other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

42. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the total number of Class Members submit timely and valid Requests for Exclusion/Opt-Out Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant's Counsel that the total number of timely and valid Requests for Exclusion/Opt-Out Requests is more than ten percent (10%). If Defendant chooses to exercise this option, the effect will be precisely the same as if Final Judgment did not occur, as discussed herein, and any Settlement Administrator Costs incurred by the Settlement Administrator through that date will be paid by Defendant.

43. **Confidentiality.** The parties agree that this Settlement is confidential (except for purposes of enforcement) and that neither Party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement, which may include publicizing for explanation and assistance purposes the settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the settlement in periodicals and/or radio stations in order to maximize class participation. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case until after Final Approval. Class Counsel will not utilize this Settlement in any marketing or advertising materials or website until after Final Approval. This does not prohibit Class Counsel from speaking to or responding to inquiries from Class Members, or from translating or requesting the translation of this Settlement for purposes of effectuating the Settlement.

44. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

45. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or

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1 legal holiday (as defined by California Code of Civil Procedure §§ 12, 12a), such time period
2 shall be continued to the following business day. The term “days” shall mean calendar days
unless otherwise noted.

3 46. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all
4 proceedings in the Action, except such proceedings necessary to implement and complete the
Settlement. Further, without further order of the Court, the Parties hereto may agree in writing
5 to reasonable extensions of time to carry out any of the provisions of the Settlement.

6 47. **Amendment or Modification.** This Agreement may be amended or modified
7 only by a written instrument signed by counsel for all Parties or their successors in interest. This
Agreement may not be discharged except by performance in accordance with its terms or by a
8 writing signed by the Parties hereto.

9 48. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the
entire Agreement among the Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement other than the
representations, warranties, and covenants contained and memorialized in such documents. All
11 prior or contemporaneous negotiations, memoranda, agreements, understandings, and
representations, whether written or oral, are expressly superseded hereby and are of no further
12 force and effect. Each of the Parties acknowledges that they have not relied on any promise,
representation, or warranty, express or implied, not contained in this Agreement. No rights
13 hereunder may be waived except in writing.

14 49. **Authorization to Enter into Settlement Agreement.** The Parties warrant and
15 represent that they are authorized to enter into this Agreement and to take all appropriate action
required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
16 terms, and to execute any other documents required to effectuate the terms of this Agreement.
The Parties and their counsel shall cooperate with each other and use their best efforts to effect
17 the implementation of the Agreement. In the event that the Parties are unable to reach resolution
on the form or content of any document needed to implement this Agreement, or on any
18 supplemental provisions or actions that may become necessary to effectuate the terms of this
Agreement, the Parties shall seek the assistance of the mediator, Steve Pearl, to resolve such
19 disagreement.

20 50. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
21 inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs,
beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any
22 corporation or any entity with which any party may merge, consolidate, or reorganize. The
Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned,
23 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
any portion of any liability, claim, demand, action, cause of action or rights herein released and
24 discharged except as set forth herein.

25 51. **Counterparts.** This Agreement may be executed in one or more counterparts,
26 including by facsimile or email. All executed counterparts and each of them shall be deemed to
be one and the same instrument. All executed copies of this Agreement, and photocopies thereof
27 (including facsimile and/or emailed copies of the signature pages), shall have the same force and
effect, and shall be as legally binding and enforceable as the original.
28

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52. **No Signature Required by Settlement Class Members.** Only the Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose pursuant to C.C.P. Section 664.6.

[SIGNATURES ON NEXT PAGE]

1 **IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Settlement
2 Agreement as follows:

3
4 **PLAINTIFF:**


ID Xj4TmNvYkE8Ct6qYmZTIQ2gW

Alexis Rocha

Date: 7/21/2026

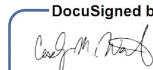
6 **APPROVED AS TO FORM BY CLASS COUNSEL:**

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Harout Messrelian
Messrelian Law Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203

Date: 7/20/2026

12
13 **DEFENDANT:**

DocuSigned by:

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Cesely Westmoreland, General Counsel
KIPP SoCal Public Schools

Date 7/20/2026 | 16:29:31 PDT

16 **APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

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19
20 William A. Muñoz
Elizabeth Y. Mu
FREEMAN MATHIS & GARY LLP
2281 Lava Ridge Court, Suite 130
21 Roseville, CA 95661

Date: 07/20/2026

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