

PAYTON EMPLOYMENT LAW, PC
CHANTAL MCCOY PAYTON, ESQ. (SBN: 293215)
JOHNNY DARNELL GRIGGS, ESQ. (SBN: 110640)
3807 W. Sierra Highway, Suite 206
Acton, California 93510
Telephone: (661) 434-1144
Facsimile: (661) 434-1144
CPayton@PaytonEmploymentLaw.com
JGriggs@PaytonEmploymentLaw.com

FILED
Superior Court of California
County of Los Angeles
08/07/2026

David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

*Attorneys for Plaintiffs Emmanuel Turner, Irma Schot,
and the putative class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

EMMANUEL TURNER, an individual; IRMA
SCHOT, an individual; and on behalf of all others
similarly situated,

Plaintiffs,

vs.

S&S LABOR FORCE INC., a California
corporation; DOES 1-10, business entities, forms
unknown; DOES 11-20, individuals; and DOES
21-30, inclusive,

Defendants.

Case No.: 22STCV11969

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
CERTIFICATION OF A SETTLEMENT
CLASS, AND APPROVING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND CLASS NOTICE

Date: August 6, 2026
Time: 10:00 a.m.
Dept.: SS9
Judge: Hon. Elaine Lu

Action Filed: April 8, 2022
Trial Date: Not Set

~~PROPOSED~~ ORDER AND JUDGMENT GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF A
SETTLEMENT CLASS

1 On March 9, 2026 the Court issued an order granting preliminary approval of the proposed
2 class action between Plaintiffs Emmanuel Turner and Irma Schot and Defendant S&S Labor Force
3 Inc. (“Defendant”) Due and adequate notice having been given to the Class Members as defined
4 below, and the Court having considered Plaintiff Plaintiffs Emmanuel Turner and Irma Schot’s
5 unopposed Motion for Final Approval of Class Action (“Motion”), the supporting declarations and
6 exhibits thereto, all papers filed in support of and in opposition to the Motion, and the complete
7 files and records in these proceedings, and for good cause appearing, IT IS HEREBY ORDERED
8 AS FOLLOWS:

9 1. The Court adopts all defined terms as set forth in the Class Action Settlement is
10 (the “Settlement”) filed in this action.

11 2. For purposes of effectuating the Settlement, the Court has jurisdiction over all
12 claims asserted in the action, Plaintiff, the Settlement, Class Members, and Defendant.

13 3. Solely for purposes of effectuating the Settlement, this Court has certified a
14 “Settlement Class” defined as: “all current and former California employees employed by
15 Defendant and on their payroll as hourly, non-exempt employees during the time period beginning
16 four years prior to April 8, 2022 (the filing date of the original complaint in the above referenced
17 action) through July 1, 2024.”

18 4. The Court finds that the Settlement was made and entered into in good faith and
19 hereby approved the Settlement as fair, adequate, and reasonable to all Class Members.

20 5. Upon the Effective Date, all Class Members who did not timely opt out of the
21 Settlement shall be deemed to have fully and finally released their Released Claims against the
22 Released Parties. “Released Claims” are defined as: “any and all claims under state, federal, or
23 local law, whether statutory or common law, arising out of the claims alleged in, or arising out of
24 facts asserted in the operative complaint and all other claims, such as those under California Labor
25 Code sections 201, 202, 203, 204, 226.7, 510, 512, 558.1, 1194, 1197, 1197, 1197.1, and 2802, the
26 Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on
27 the facts pleaded in the operative complaint for: failure to pay overtime wages, failure to pay
28

1 minimum wages, failure to provide accurate and itemized wage statements, failure to provide
2 uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for
3 expenditures or losses in discharge of duties, failure to pay wages promptly upon termination, and
4 unfair competition under Business & Professions Code sections 17200, et seq. The release is
5 limited to periods of time during which Class Members were employed by Defendant in an hourly,
6 non-exempt position in California during the Class Period.”

7 6. “Released Parties” means: “Defendant and any of its present and former parent
8 companies, subsidiaries, divisions, concepts, related or affiliated companies and their
9 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,
10 and any individual or entity that could be liable for any of the Released Class Claims, and
11 Defendant’s counsel of record in the Actions.”

12 7. The Notice of Class Settlement provided to Class Members conforms with the
13 requirements of California Code of Civil Procedure section 382, California Civil Code section
14 1781, rules 3.766 and 3.769 of the California Rules of Court, the California and United States
15 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
16 circumstances, by providing individual notice to all Class Members who could be identified
17 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
18 matters set forth therein to the other Class Members. The notice fully satisfied the requirements
19 of due process.

20 8. Zero (0) individuals objected to the Settlement and zero (0) individuals opted out
21 of the Settlement, therefore 1,432 Class Members are bound by the terms of this Judgment.
22 No objectors appeared at the duly noticed hearing on the Parties’ Motion for Final Approval.

23 9. The Parties shall bear their own respective attorneys’ fees and costs, except as
otherwise provided for in the Settlement and approved by the Court.

24 10. The Court finds that Gross Settlement Amount and the methodology used to
25 calculate and pay each Participating Class Member’s Settlement Payment are fair and reasonable.
26 The Court authorizes the Settlement Administrator to pay the Settlement Payments to the
27 Participating Class Members in accordance with the terms of the Settlement.

1 11. Upon entry of this Judgment, compensation to the Participating Class Members
2 shall be affected pursuant to the terms of the Settlement.

3 12. The Court hereby approves a Class Representative Incentive Payments in the
4 amount of ~~\$10,000~~ ^{\$7,500} to each Plaintiff for their services as Class Representatives, ^{for a total of \$15,000} to be paid from the
5 Gross Settlement Amount.

6 13. From the Gross Settlement Amount, Class Counsel is awarded \$75,950.00 for their
7 reasonable attorneys' fees and \$16,000.00 for their reasonable costs incurred in this action.

8 14. The Court approves payment of Settlement Administration Costs in the amount of
9 \$14,900.00 to Apex Class Action LLC. Such costs shall be paid from the Gross Settlement
10 Amount.

11 15. The employer portion of required payroll taxes will be paid separately by Defendant
12 and not from the Gross Settlement Amount. 16. Effective on the date when Defendant fully
13 funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
14 Portion of the Individual Class Payments, all Class Members, including Plaintiffs, are hereby
15 forever barred and enjoined from prosecuting any of the Released Claims against the Released
16 Parties as provided for in the Settlement.

17 17. The Settlement Administrator shall post, on a website accessible to the Class
18 Members, the settlement documents and information including the final judgment, in satisfaction
19 with California Rules of Court, Rule 3.771(b).

20 18. Without affecting the finality of the Judgment in any way, this Court shall retain
21 jurisdiction with respect to all matters related to the administration and consummation of the
22 Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of
23 the lawsuit, including but not limited to all matters related to the Settlement and the determination
24 of all controversies relating thereto.

25 19. Plaintiffs' Motion for Final Approval of Class Action is hereby GRANTED and the
26 Court directs that a separate judgment shall be entered in accordance with the terms of this Order.

27 20. Judgment shall be entered in the above-captioned case whereby Plaintiffs Irma
28 Schot, Emmanuel Turner, and the Putative Class who did not submit a complete and timely

1 Request for Exclusion shall take nothing from Defendant S&S LABOR FORCE INC., except as
2 expressly set forth in the Class Action Settlement Agreement (the “Settlement”), attached hereto
3 as **Exhibit A**.

4 21. Plaintiffs shall give notice of this Judgment to Class Members, pursuant to rule
5 3.771 of the California Rules of Court, by providing notice of such Judgment to the Settlement
6 Administrator who shall thereafter post, on a website accessible to the Class Members, the
7 settlement documents and information including the final judgment.

8 22. By 8/9/27, Class Counsel must file a Final Report re: Distribution of the settlement funds.
9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment shall be
10 entered for the Plaintiffs and Class Members, and against the Defendant as set forth in and in
11 accordance with the Order Granting Final Approval.

12 Dated: 08/07/2026



Elaine Lu

Elaine Lu / Judge

Hon. Elaine Lu
Judge of the Superior Court

EXHIBIT A

CHANTAL MCCOY PAYTON, ESQ. (SBN: 293215)
 CPayton@PaytonEmploymentLaw.com
 JOHNNY DARNELL GRIGGS, ESQ (SBN: 110640)
 JGriggs@PaytonEmploymentLaw.com
PAYTON EMPLOYMENT LAW, PC
 3807 W. Sierra Highway, Suite 206
 Acton, California 93510
 Telephone: (661) 434-1144
 Facsimile: (661) 434-1144

*Attorney for Plaintiffs Emmanuel Turner, Irma Schot,
 and the putative class*

Attorneys for Plaintiff(s),
 EMMANUEL TURNER and IRMA SCHOT, and all others similarly situated
 (Additional attorneys for parties on following page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

EMMANUEL TURNER, an individual; IRMA
 SCHOT, an individual; and on behalf of all others
 similarly situated,

Plaintiff(s),

vs.

S&S LABOR FORCE INC., a California
 corporation; DOES 1-10, business entities, forms
 unknown; DOES 11-20, individuals; and DOES
 21-30, inclusive,

Defendant.

Case No. 22STCV11969

**CLASS ACTION SETTLEMENT
 AGREEMENT AND CLASS NOTICE**

Action filed: April 8, 2022
 Dept: 9, The Honorable Yvette
 Palazuelos

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ATTORNEYS FOR DEFENDANT

Roger G. Honey, Esq. (SBN: 173836)
LAW OFFICES OF ROGER G. HONEY, APC
25050 Avenue Kearny, Suite 202
Valencia, CA 91355
roger@rogerhoneylaw.com
Telephone: (661) 388-4901
Facsimile: (888) 577-3590

Attorneys for Defendant,
S&S LABOR FORCE, INC.

1 This Class Action Settlement Agreement (“Agreement”) is made by and between
2 Plaintiffs Emmanuel Turner and Irma Schot, and on behalf of all others similarly situated (jointly
3 “Plaintiffs”) and Defendant S&S Labor Force, Inc. (“Defendant”). The Agreement refers to
4 Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Actions” includes the Plaintiffs’ lawsuit alleging wage and hour violations
7 against S&S Labor Force, Inc. on behalf of themselves, and all others similarly situated,
8 *Emmanuel Turner and Irma Schot vs. Defendant S&S Labor Force, Inc.*, Case No. 22STCV11969
9 initiated on April 8, 2022, and pending in Superior Court of the State of California, County of
10 Los Angeles.

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

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

17 1.4. “Class” means all persons currently or formerly employed by Defendant in
18 California and classified as hourly, non-exempt who worked for Defendant during the Class
19 Period.

20 1.5. “Class Counsel” means Chantal McCoy Payton and Johnny Darnell Griggs of
21 Payton Employment Law, PC.

22 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
23 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
24 expenses, respectively, incurred to prosecute the Actions.

25 1.7. “Class Data” means Class Member identifying information in Defendant’s
26 possession including the Class Member’s name, last-known mailing address, Social Security
27 number, and number of Class Period Workweeks.

28 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as
either a Participating Class Member or Non-Participating Class Member.

1.9. “Class Member Address Search” means the Administrator’s investigation and

1 search for current Class Member mailing addresses using all reasonably available sources,
2 methods, and means, including, but not limited to, the National Change of Address database, skip
3 traces, and direct contact by the Administrator with Class Members.

4 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
5 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
6 Class Members in English with a Spanish translation in the form, without material variation,
7 attached as Exhibit A and incorporated by reference into this Agreement.

8 1.11. "Class Period" shall mean the time period beginning four years prior to April 8,
9 2022, (the filing date of the original complaint in the above referenced action) through July 1,
10 2024.

11 1.12. "Class Representatives" means the named Plaintiffs in the operative complaint in
12 this Action seeking Court approval to serve as the Class Representatives.

13 1.13. "Class Representative Service Payments" means the payments to the Class
14 Representatives for initiating the Actions and providing services in support of the Actions.

15 1.14. "Court" means the Superior Court of California, County of Los Angeles.

16 1.15. "Defendant" means named Defendant S&S Labor Force, Inc.

17 1.16. "Defense Counsel" means Roger G. Honey of the Law Offices of Roger G. Honey,
18 APC.

19 1.17. "Effective Date" means the date by when both of the following have occurred: (a)
20 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
21 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
22 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
23 one or more Participating Class Members objects to the Settlement, the day after the deadline for
24 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
25 the day after the appellate court affirms the Judgment and issues a remittitur.

26 1.18. "Final Approval" means the Court's order granting final approval of the
27 Settlement.

28 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final
Approval of the Settlement.

1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
Approval of the Settlement.

1.21. "Gross Settlement Amount" means \$245,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.

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

1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.24. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.25. "Non-Participating Class Member" means any Class Member who opts out of the of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.26. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.27. "Plaintiffs" means Emmanuel Turner and Irma Schot, the named Plaintiffs in this Action.

1.28. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.29. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Class Settlement.

1.30. "Released Class Claims" means any and all claims under state, federal, or local law, whether statutory or common law, arising out of the claims alleged in, or arising out of facts asserted in the operative complaint and all other claims, such as those under California Labor Code sections 201, 202, 203, 204, 226.7, 510, 512, 558.1, 1194, 1197, 1197.1, and 2802, the Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the operative complaint for: failure to pay overtime wages, failure to pay minimum wages, failure to provide accurate and itemized wage statements, failure to provide

uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for expenditures or losses in discharge of duties, failure to pay wages promptly upon termination, and unfair competition under Business & Professions Code sections 17200, *et seq.* The release is limited to periods of time during which Class Members were employed by Defendant in an hourly, non-exempt position in California during the Class Period.

1.31. “Released Parties” means: Defendant and any of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies and their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims, and Defendant’s counsel of record in the Actions.

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

1.33. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.34. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.35. “Work Week” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On April 8, 2022, Plaintiffs Emmanuel Turner and Irma Schot commenced this Action by filing a Complaint against Defendant asserting claims for failure to pay overtime wages, failure to pay minimum wages, failure to provide accurate and itemized wage statements, failure to provide uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for expenditures or losses in discharge of duties, failure to pay wages promptly upon termination, unfair business practices and related claims. On June 17, 2022, Plaintiffs Emmanuel Turner and Irma Schot filed a First Amended Complaint adding a PAGA cause of action against

1 Defendant. The operative complaint in this matter is the First Amended Complaint (hereto
2 referred to as, the “First Amended Complaint.”) Defendant denies the allegations in the First
3 Amended Complaint, denies any failure to comply with the laws identified in the First Amended
4 Complaint, and denies any and all liability for the causes of action alleged. However, this
5 Settlement does not resolve any claims pursuant to the Private Attorneys General Act (“PAGA”),
Labor Code section 2698 et seq.

6 2.2. On December 21, 2022, the Parties participated in an all-day mediation presided
7 over by Steve Cerveris which led to an agreement to settle the Actions for the gross sum of
8 \$200,000.00.

9 2.3. While Plaintiffs were in the process of seeking preliminary approval of the
10 Parties’ settlement and negotiating additional settlement terms that were necessary to agree upon
in order to address the Court’s order on Plaintiffs’ Motion, the Parties reached an impasse.

11 2.4. The Parties later revisited settlement discussions, and eventually, in or around
12 July 2025, reached a new agreement to resolve this matter.

13 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, the number
14 of workweeks, the number of pay periods, sample time records, sample payroll records, written
15 policies, and related information. Plaintiffs’ investigation was sufficient to satisfy the criteria for
16 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801
17 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
During mediation, Defendant provided financial records, including 2020 and 2021 tax returns,
18 and 2020, 2021, and 2022 profit and loss statements, which Plaintiffs’ counsel reviewed alongside
19 the mediator.

20 2.6. The Court has not granted class certification.

21 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not
22 aware of any other pending matter or action asserting claims that will be extinguished or affected
23 by the Settlement.

24 **3. MONETARY TERMS.**

25 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
26 Defendant promises to pay \$245,000.00 and no more as the Gross Settlement Amount and to
27 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
28

1 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
2 taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will
3 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
4 Members to submit any claim as a condition of payment. None of the Gross Settlement Amount
will revert to Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
6 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
7 the Court in the Final Approval:

8 3.2.1. To Plaintiffs: Class Representative Service Payments to each of the Class
9 Representatives of not more than \$10,000.00 (in addition to any Individual Class Payments are
10 entitled to receive as a Participating Class Members). Defendant will not oppose any Plaintiffs'
11 request for a Class Representative Service Payment that does not exceed these amounts. As part
12 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs
13 will seek Court approval for any and all Class Representative Service Payments no later than
14 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class
15 Representative Service Payment less than the amount requested, the Administrator will retain the
16 remainder in the Net Settlement Amount. The Administrator will pay the Class Representative
Service Payment using IRS Form 1099. Each Plaintiff assumes full responsibility and liability for
employee taxes owed on the Class Representative Service Payment.

17 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 31%,
18 which is currently estimated to be \$75,950.00 and a Class Counsel Litigation Expenses Payment
19 of not more than \$16,000.00. Defendant will not oppose requests for these payments provided
20 that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class
21 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior
22 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
23 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
24 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
25 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class
26 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
27 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the

Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$14,900.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$14,900.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 25.00% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75.00% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates there are approximately 1,438 Class Members who collectively worked a total of 33,440 Workweeks.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the

1 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
2 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
3 employees who need access to the Class Data to effect and perform under this Agreement. The
4 Parties shall communicate these requirements to the Administrator and secure the Administrator's
5 agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers
6 that the Class Data omitted Class Member identifying information and to provide corrected or
7 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
8 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will
9 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
10 to missing or omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
12 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
13 taxes by transmitting the funds to the Administrator as follows: Defendant shall pay the entire
14 Gross Settlement amount within thirty (30) calendar days of the Court's final approval order
15 granting Plaintiffs' motion for final approval.

16 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days
17 of Defendant's payment of the entire Gross Settlement amount, the Administrator will make a
18 distribution for all of the Individual Class Payments, Class Representative Service Payments, the
19 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
20 Administrator's expenses. Disbursements of the Class Counsel Fees Payment, the Class Counsel
21 Litigation Expenses Payment and the Class Representative Service Payments shall not precede
22 disbursement of Individual Class Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and
24 send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each
25 check shall prominently state the date (not less than 180 days after the date of mailing) when the
26 check will be voided. The Administrator will cancel all checks not cashed by the void date. The
27 Administrator will send checks for Individual Settlement Payments to all Participating Class
28 Members (including those for whom Class Notice was returned undelivered). Before mailing any
checks, the Administrator must update the recipients' mailing addresses using the National
Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all

1 other Class Members whose checks are returned undelivered without USPS forwarding address.
 2 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
 3 forwarding address provided or to an address ascertained through the Class Member Address
 4 Search. The Administrator need not take further steps to deliver checks to Class Members whose
 5 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
 6 replacement check to any Class Member whose original check was lost or misplaced, which is
 requested by the Class Member prior to the void date.

7 4.4.3. For any Class Member whose Individual Class Payment check is uncashed
 8 and cancelled after the void date, the Administrator shall transmit the funds represented by such
 9 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
 10 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
 Procedure Section 384, subd. (b).

11 4.4.4. The payment of Individual Class Payments shall not obligate Defendant to
 12 confer any additional benefits or make any additional payments to Class Members (such as 401(k)
 13 contributions or bonuses) beyond those specified in this Agreement.

14 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
 15 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
 16 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims
 17 against all Released Parties as follows:

18 5.1 Plaintiffs' Releases. Each Plaintiff and his/her respective former and present
 19 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
 20 generally, release and discharge Released Parties from all claims, transactions, or occurrences
 21 that occurred during the Class Period, including, but not limited to: all claims that were, or
 22 reasonably could have been, alleged, based on the facts contained, in the First Amended
 23 Complaint ("Plaintiffs' Releases"). However, Plaintiffs' Releases do not extend to any claims
 24 under the PAGA or any claims or actions to enforce this Agreement, or to any claims for vested
 25 benefits, unemployment benefits, disability benefits, social security benefits, workers'
 26 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
 27 Each Plaintiff acknowledges that he/she may discover facts or law different from, or in addition
 28 to, the facts or law that each Plaintiff now knows or believes to be true but agrees, nonetheless,

1 that each Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
2 different or additional facts or his/her discovery of them.

3 5.1.1 Plaintiffs' Waivers of Rights Under California Civil Code Section 1542.

4 For purposes of each Plaintiff's Release, each Plaintiff expressly waives and relinquishes the
5 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

10 5.2 Release by Participating Class Members: All Participating Class Members, on
11 behalf of themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, release Released Parties from all claims that were
13 alleged, or reasonably could have been alleged, based on the Class Period and the facts stated in
14 the First Amended Complaint and ascertained in the course of the Actions, except for claims
15 under the PAGA, which are not released pursuant to this agreement. Participating Class Members
16 do not release any other claims, including claims for vested benefits, wrongful termination,
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
18 security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

22 6.1 Defendant's Declaration in Support of Preliminary Approval. Within fourteen
23 (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class
24 Counsel signed declarations from Defendant and Defense Counsel disclosing all facts relevant to
any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

25 6.2 Plaintiffs' Responsibilities. Plaintiffs' counsel will prepare and deliver to
26 Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a
27 draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that
28

includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval of Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator if any exist; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court.

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

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action

1 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
2 Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
3 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
4 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
5 the Administrator other than a professional relationship arising out of prior experiences
administering settlements.

6 7.2 Employer Identification Number. The Administrator shall have and use its own
7 Employer Identification Number for purposes of calculating payroll tax withholdings and
8 providing reports state and federal tax authorities.

9 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
10 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
Regulation section 468B-1.

11 7.4 Notice to Class Members.

12 7.4.1 No later than three (3) business days after receipt of the Class Data, the
13 Administrator shall notify Class Counsel that the list has been received and state the number of
14 Class Members, and Workweeks, in the Class Data.

15 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
16 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
17 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice
18 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class
19 Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to
20 the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing
21 Class Notices, the Administrator shall update Class Member addresses using the National Change
of Address database.

22 7.4.3 Not later than three (3) business days after the Administrator’s receipt of
23 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
24 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
25 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
26 the Class Notice to the most current address obtained. The Administrator has no obligation to
27 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
28 returned by the USPS a second time.

1 7.4.4 The deadlines for Class Members' written objections, Challenges to
2 Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 60
3 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
4 The Administrator will inform the Class Member of the extended deadline with the re-mailed
5 Class Notice.

6 7.4.5 If the Administrator, the Defendant, Defense Counsel, or Class Counsel is
7 contacted by or otherwise discovers any persons who believe they should have been included in
8 the Class Data and should have received Class Notice, the Parties will expeditiously meet and
9 confer in person or by telephone, and in good faith, in an effort to agree on whether to include
10 them as Class Members. If the Parties agree, such persons will be Class Members entitled to the
11 same rights as other Class Members, and the Administrator will send, via email or overnight
12 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
13 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are
14 later.

15 7.5 Requests for Exclusion (Opt-Outs).

16 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
17 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
18 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
19 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
20 from a Class Member or his/her representative that reasonably communicates the Class Member's
21 election to be excluded from the Settlement and includes the Class Member's name, address and
22 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
23 emailed, or postmarked by the Response Deadline.

24 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
25 because it fails to contain all the information specified in the Class Notice. The Administrator
26 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
27 identity of the person as a Class Member and the Class Member's desire to be excluded. The
28 Administrator's determination shall be final and not appealable or otherwise susceptible to
challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
the Administrator may demand additional proof of the Class Member's identity. The
Administrator's determination of authenticity shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.5.3 Every Class Member who does not submit a timely and valid Request for
3 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
4 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
5 Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the
6 Participating Class Member actually receives the Class Notice or objects to the Settlement.

7 7.5.4 Every Class Member who submits a valid and timely Request for
8 Exclusion shall be deemed a Non-Participating Class Member and shall not receive an Individual
9 Class Payment or have the right to object to the class action components of the Settlement.

10 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
11 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
12 whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the
13 Class Member in the Class Notice. The Class Member may challenge the allocation by
14 communicating with the Administrator via fax, email or mail. The Administrator must encourage
15 the challenging Class Member to submit supporting documentation. In the absence of any
16 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
17 in the Class Notice are correct so long as they are consistent with the Class Data. The
18 Administrator's determination of each Class Member's allocation of Workweeks shall be final
19 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
20 provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class
21 Counsel and the Administrator's determination the challenges.

22 7.7 Objections to Settlement.

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

27 7.7.2 Participating Class Members may send written objections to the
28 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
Hearing. A Participating Class Member who elects to send a written objection to the
Administrator must do so not later than 60 days after the Administrator's mailing of the Class

1 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

14 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
15 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
16 than ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the
17 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
18 and other identifying information of Class Members who have timely submitted valid Requests
19 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
20 Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for
21 Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.4 Workweek Challenges. The Administrator has the authority to address and
make final decisions consistent with the terms of this Agreement on all Class Member challenges
over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable

1 or otherwise susceptible to challenge.

2 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the
3 date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
4 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
5 for filing in Court attesting to its due diligence and compliance with all of its obligations under
6 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
7 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
8 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
9 number of written objections, and also attach the Exclusion List. The Administrator will
10 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel
11 is responsible for filing the Administrator's declaration(s) in Court.

12 7.8.6 Final Report by Administrator. Within ten (10) days after the
13 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
14 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
15 identification number only of all payments made under this Agreement. At least 15 days before
16 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
17 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
18 all payments required under this Agreement. Class Counsel is responsible for filing the
19 Administrator's declaration in Court.

20 **8. CLASS SIZE ESTIMATES.** Based on their records, Defendant estimates that (1) there
21 are approximately 1,438 Class Members and 33,440 total Workweeks during the period of April
22 8, 2018, through July 1, 2024.

23 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
24 Exclusion identified in the Exclusion List exceeds 15 Class Members, Defendant may, but is not
25 obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant
26 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no
27 Party will have any further obligation to perform under this Agreement; provided, however,
28 Defendant will remain responsible for paying all Settlement Administration Expenses incurred to
that point. Defendant must notify Class Counsel and the Court in writing of its election to

1 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to
2 Defense Counsel. Late elections will have no effect.

3
4 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
5 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
6 Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for
7 Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later
8 than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense
9 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
any disagreements concerning the Motion for Final Approval.

10 10.1 Response to Objections. Each Party retains the right to respond to any objection
11 raised by a Participating Class Member, including the right to file responsive documents in Court
12 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
accepted by the Court.

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

20 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
21 Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement solely
22 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.

23 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
24 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
25 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
26 respective counsel, and all Participating Class Members who did not object to the Settlement as
27 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
28

1 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
 2 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
 3 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
 4 Parties' obligations to perform under this Agreement will be suspended until such time as the
 5 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
 the amount of the Net Settlement Amount.

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

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

19 **12. ADDITIONAL PROVISIONS.**

20 12.1 No Admission of Liability, Class Certification or Representative Manageability
 21 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
 22 claims. Nothing in this Agreement is intended or should be construed as an admission by
 23 Defendant that any of the allegations in the First Amended Complaint or the Actions have merit
 24 or that Defendant has any liability for any claims asserted; nor should it be intended or construed
 25 as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties
 26 agree that class certification and representative treatment is for purposes of this Settlement only.
 27 If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter
 Judgment, Defendant reserves the right to contest certification of any class for any reasons, and
 28

1 Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the
2 right to move for class certification on any grounds available and to contest Defendant's defenses.
3 The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no
4 bearing on, and will not be admissible in connection with, any litigation (except for proceedings
5 to enforce or effectuate the Settlement and this Agreement).

6 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
7 Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval
8 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
9 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
10 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
11 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
12 all of whom will be instructed to keep this Agreement confidential including the confidentiality
13 of the Gross Settlement Amount and the Net Settlement Amount; (2) counsel in any other related
14 matter against Defendant whether in litigation or pre-litigation which has the same or similar
15 claims and solely for the purposes of determining the effect of this Settlement in extinguishing or
16 precluding such claims; (3) to the extent necessary to report income to appropriate taxing
17 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
18 subpoena issued by a state or federal government agency.

19 Each Party agrees to immediately notify each and every other Party of any judicial
20 or agency order, inquiry, or subpoena seeking such information. Such notification shall be in
21 writing and made to each Party's respective counsel of record. Plaintiffs, Class Counsel,
22 Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any
23 conversation or other communication, before the filing of the Motion for Preliminary Approval,
24 with any third party regarding this Agreement or the matters giving rise to this Agreement except
25 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
26 restrict Class Counsel's communications with Class Members in accordance with Class Counsel's
27 ethical obligations owed to Class Members.

28 12.3 No Solicitation. The Parties separately agree that they and their respective
counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical

1 obligations owed to Class Members.

2 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
3 Agreement together with its attached exhibits shall constitute the entire agreement between the
4 Parties relating to the Settlement, superseding any and all oral representations, warranties,
5 covenants, or inducements made to or by any Party.

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

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

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

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

26 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
27 modified, changed, or waived only by an express written instrument signed by all Parties or their
28 representatives, and approved by the Court.

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

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

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

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

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

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

15 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
16 is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

25 To Plaintiffs:
26 CHANTAL MCCOY PAYTON
27 CPayton@PaytonEmploymentLaw.com
28 JOHNNY DARNELL GRIGGS
JGriggs@PaytonEmploymentLaw.com
PAYTON EMPLOYMENT LAW PC
3807 W. Sierra Highway
Ste 206
Acton, CA 93510

1 Telephone: (661) 434-1144
2 Facsimile: (661) 434-1144

3 To Defendant:
4 Roger G. Honey, Esq. (SBN: 173836)
5 **LAW OFFICES OF ROGER G. HONEY, APC**
6 25050 Avenue Kearny, Suite 202
7 Valencia, CA 91355
8 roger@rogerhoneylaw.com
9 Telephone: (661) 388-4901
10 Facsimile: (888) 577-3590

11 12.18 Execution in Counterparts. This Agreement may be executed in one or more
12 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
13 Agreement shall be accepted as an original. All executed counterparts and each of them will be
14 deemed to be one and the same instrument if counsel for the Parties will exchange between
15 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
16 the existence and contents of this Agreement.

17 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
18 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
19 agree, that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend
20 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
21 process.

22 12.20 Officer's Certificate. In conjunction with its execution of this
23 Agreement, Defendant S&S Labor Force, Inc. must provide an officer's certificate from its CEO
24 and CFO that they have determined, having made due inquiry, that with the benefit of a discounted
25 settlement, S&S Labor Force, Inc. is and will remain after payment of the Settlement, solvent and
26 adequately capitalized, and each officer foresees no need to commence any bankruptcy or state-
27 law insolvency proceeding (e.g. assignment for benefit of creditors). All releases of officers,
28 directors, and equity members are conditioned upon the payment in full and retention in full of
the Gross Settlement Amount, and are null and void if Defendant fails to pay it in full (including,
but not limited to, by reason of its bankruptcy) or if any or all of any amounts paid are avoided
(clawed back) for the benefit of any bankruptcy estate. In the event that Defendant fails to make
any installment payment or defaults on payments required by the Settlement Agreement, the CEO
shall be personally liable for any unpaid amounts owed under the terms of the Settlement

Agreement, including any statutory interest and reasonable attorney's fees incurred as a result of any breach of the Settlement Agreement.

Dated: 09 / 22 / 2025

By:

EMMANUEL TURNER

Dated: 09 / 22 / 2025

By:

IRMA SCHOT

Dated: 10/7/2025

By:

John McKillop
President
S&S Labor Force, Inc.

PAYTON EMPLOYMENT LAW PC

Dated: 09/22/2025

By:

CHANTAL RENEE MCCOY
PAYTON, Attorneys for Plaintiff,
IRMA SCHOT, EMMANUEL
TURNER, and all others similarly
situated

LAW OFFICES OF ROGER G. HONEY

Dated: 10/08/2025

By:

ROGER G. HONEY, Attorneys for
Defendant, S&S Labor Force, Inc.