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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 24 **COUNTY OF SAN JOAQUIN**

25 **ASIA HAMILTON-MEDFORD,**

26 **Plaintiff,**

27 **vs.**

28 **UNITED CEREBRAL PALSY**
ASSOCIATION, INC., a corporation,
UNITED CEREBRAL PALSY OF SAN
JOAQUIN, CALAVERAS & AMADOR
COUNTIES, a corporation, CHRISTINA
BAKER, an individual, and DOES 1-100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0014252

ASSIGNED FOR ALL PURPOSES TO
JUDGE Robert T. Waters, Dept. 11B

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Trial Date: August 10, 2026
Complaint Filed: December 26, 2023

JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION

SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement Agreement”) states the proposed terms of the settlement of the above-entitled action, which has been plead as both a class and representative action asserting claims for violations of the California Labor Code and the California Unfair Competition Law, as well as a claim under the Private Attorneys General Act of 2004 (“PAGA”) based on alleged violations of the California Labor Code. The terms stated below are agreed to and binding on Plaintiff Asia Hamilton-Medford (“Plaintiff”) and Defendant United Cerebral Palsy of San Joaquin, Calaveras & Amador Counties (“Defendant”). Once approved by the Court, the Settlement shall be binding under the terms stated herein on Plaintiff, Defendant, the California Labor and Workforce Development Agency (“LWDA”), the Class Members and the PAGA Members (as defined below).

SUMMARY OF THE SETTLEMENT

The Parties herein, as stated in more detail in the terms and definitions below, have agreed to settle on a classwide basis all claims asserted by Plaintiff for various alleged violations of the California Labor Code and the California Unfair Competition Law. The class consists of all current and former hourly, non-exempt employees who worked for Defendant during the class period defined below. The Parties participated in mediation for this case on January 29, 2025, with the Hon. Raul Ramirez (ret.). Although the Parties did not reach a resolution during the mediation session, the Parties were ultimately able to reach an agreed upon settlement with the assistance of the mediator on a classwide basis for the Gross Settlement Amount of Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00), with no portion of the amount reverting back to Defendant. Of the Gross Settlement Amount, Forty Thousand Dollars and Zero Cents (\$40,000.00) will be designated as PAGA Penalties under PAGA, seventy-five percent (75%) of which will be paid to the LWDA and twenty-five percent (25%) of which will be paid to the PAGA Members in accordance with the terms of this Settlement Agreement.

DEFINITIONS

1. In addition to other terms defined within this Settlement Agreement, the following

1 terms shall mean:

2 a. "Action" shall mean the following lawsuit: *Hamilton-Medford v. United*
3 *Cerebral Palsy Association, et al.*, Superior Court of California, County of San Joaquin, Case No.
4 STK-CV-UOE-2023-0014252, including the original and First Amended Complaint described herein.

5 b. "Attorneys' Costs" means reasonable attorneys' costs approved by the Court
6 for Class Counsel's litigation and resolution of the Action incurred and to be incurred by Class Counsel
7 in the Action up to, but estimated not to exceed, Twenty Thousand Dollars and Zero Cents
8 (\$20,000.00). Attorneys' Costs shall only be paid to Class Counsel from the Gross Settlement Amount
9 and by the Settlement Administrator.

10 c. "Attorneys' Fee Award" means the attorneys' fees agreed upon by the Parties
11 herein and approved by the Court for Class Counsel's litigation and resolution of the Action up to, but
12 not to exceed, thirty five percent (35%) of the Gross Settlement Amount (or adjusted Gross Settlement
13 Amount in the event the Escalator Clause is triggered). The Attorneys' Fee Award shall only be paid
14 to Class Counsel from the Gross Settlement Amount and by the Settlement Administrator.

15 d. "Class" and "Class Members" for purposes of this Settlement Agreement shall
16 be defined as: All individuals employed by United Cerebral Palsy of San Joaquin, Calaveras &
17 Amador Counties in non-exempt positions in California from December 26, 2019, through June 4,
18 2025. Defendant represents there are approximately 353 Class Members.

19 e. "Class Counsel" shall mean Jenny D. Baysinger and Robert J. Wassermann of
20 Mayall Hurley P.C.; Daniel Gaines of Gaines & Gaines, APLC; and Alex P. Katofsky of the Law
21 Offices of Alex P. Katofsky, APC.

22 f. "Class Period" shall mean the period from December 26, 2019, through June 4,
23 2025.

24 g. "Class Representative Service Award" shall mean an award up to, but not to
25 exceed, Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Asia Hamilton-Medford in
26 recognition of her efforts and work in prosecuting the Action on behalf of Class Members and PAGA
27 Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general
28 release of all claims. The Class Representative Service Award shall only be paid from the Gross

1 Settlement Amount and by the Settlement Administrator.

2 h. "Court" shall mean the Superior Court of California, County of San Joaquin,
3 Hon. Robert T. Waters, or such other Judge of the Court as may be assigned to hear this matter.

4 i. "Defendant" shall mean United Cerebral Palsy of San Joaquin, Calaveras &
5 Amador Counties.

6 j. "Effective Date" means the later of: (i) if no timely objections are filed, or if
7 filed, are withdrawn prior to final approval, the date upon which the Court enters judgment granting
8 Final Approval of this Settlement Agreement; or (ii) if timely objections are filed and not withdrawn,
9 then either fifteen (15) calendar days from the final resolution of any appeals timely filed or the
10 expiration date of the time for filing or noticing any such appeals, provided that the Settlement
11 Agreement is finally approved without material modification.

12 k. "Employer Taxes" means Defendant's share of payroll taxes to be paid on that
13 portion of the Class Member's Individual Settlement Payments characterized as wages (*i.e.*, FICA,
14 FUTA, and/or any similar tax or charge). The Employer Taxes will be paid outside of and in addition
15 to the Gross Settlement Amount by Defendant.

16 l. "Gross Settlement Amount" (or "GSA") shall mean the maximum, non-
17 reversionary sum of Nine Hundred Thousand Dollars (\$900,000.00) payable by Defendant as provided
18 for by this Settlement Agreement.

19 m. "Individual Class Settlement Payment" means the amount each Class Member
20 shall be entitled to receive pursuant to this Settlement Agreement. This payment will include
21 compensation pursuant to the terms of this Settlement Agreement for all Workweeks worked during
22 the Class Period.

23 n. "Individual PAGA Settlement Payment" means the amount each PAGA
24 Member shall be entitled to receive pursuant to this Settlement Agreement. This payment will include
25 compensation pursuant to the terms of this Settlement Agreement for all Pay Periods worked during
26 the PAGA Period. PAGA Members will receive an Individual PAGA Settlement Payment regardless
27 of whether they opt out of the Class.

28 o. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA

1 Penalties to be paid to the LWDA pursuant to PAGA.

2 p. “Net Distribution Fund” shall mean the Gross Settlement Amount less (a) the
3 Class Representative Service Award, (b) Settlement Administration Costs, (c) Attorneys’ Fees Award,
4 (d) Attorneys’ Costs, and (e) the PAGA Penalties.

5 q. “Notice Packet” shall mean the Notice of Proposed Class Action Settlement
6 substantially in the form attached hereto as **Exhibit A**.

7 r. “Parties” shall mean Plaintiff in both her individual and representative
8 capacities on behalf of the Class and the LWDA, and Defendant.

9 s. “PAGA” shall mean the Private Attorneys General Act of 2004, California
10 Labor Code section 2698, *et seq.*

11 t. “PAGA Member(s)” and “PAGA Group” for purposes of this Settlement
12 Agreement shall be defined as: All individuals employed by Defendant in non-exempt positions in
13 California at any time during the PAGA Period.

14 u. “PAGA Members Payment” means the twenty-five percent (25%) portion of
15 the PAGA Penalties to be distributed to PAGA Members pursuant to PAGA.

16 v. “PAGA Pay Period(s)” means any pay period in which a PAGA Member
17 worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken
18 for vacations and leaves of absences.

19 w. “PAGA Penalties” means civil penalties under PAGA agreed on by the Parties
20 and approved by the Court up to, but not to exceed, Forty Thousand Dollars and Zero Cents
21 (\$40,000.00), seventy-five percent (75%) of which will be paid to the LWDA, and the remaining
22 twenty-five percent (25%) (“PAGA Members Payment”) which will be distributed proportionately to
23 PAGA Members as Individual PAGA Settlement Payments.

24 x. “PAGA Period” shall mean the period from November 17, 2022, through June
25 4, 2025.

26 y. “Participating Class Member(s)” means any Class Member who does not return
27 a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All
28 Participating Class Members will be mailed their Individual Class Settlement Payments without the

1 need to return a claim form.

2 z. “Plaintiff” shall mean Plaintiff Asia Hamilton-Medford.

3 aa. “Response Deadline” means the deadline by which Class Members must
4 postmark and return to the Settlement Administrator signed, dated, and timely requests for exclusion
5 from the non-PAGA portion of the Settlement, objections to the Settlement, and/or disputes
6 concerning the number of Workweeks worked during the Class Period and/or number Pay Periods
7 worked during the PAGA Period. The Response Deadline will be forty-five (45) calendar days from
8 the initial mailing of the Notice Packets by the Settlement Administrator, unless the 45th day falls on
9 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on
10 which the U.S. Postal Service is open. The Response Deadline for any Class Member who is re-mailed
11 a Notice Packet by the Settlement Administrator, shall be the later of (i) forty-five (45) calendar days
12 from the original mailing, or (ii) fifteen (15) calendar days from the date the Class Notice is remailed,
13 unless such date falls on a Sunday or Federal holiday, in which case the Response Deadline will be
14 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also
15 be extended by express agreement between Class Counsel and Defendant.

16 bb. “Released Class Claims” means any and all claims, debts, rights, demands,
17 obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated
18 damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief
19 against the Released Parties, arising during the Class Period and alleged in the Action, or which could
20 have been alleged based on the facts pled in the Action or Plaintiff’s November 17, 2023, letter to the
21 LWDA, including without limitation, claims relating to: (i) the alleged failure to pay minimum wage;
22 (ii) the alleged failure to pay overtime wages; (iii) the alleged failure to provide meal periods or pay
23 meal period premiums at the regular rate of pay; (iv) the alleged failure to provide rest periods or pay
24 rest period premiums at the regular rate of pay; (v) the alleged failure to provide complete and accurate
25 wage statements; (vi) the alleged failure to timely pay all wages owed to employees during
26 employment and on separation; (vii), the alleged failure to reimburse business expenses, (viii) alleged
27 violations of Business and Professions Code section 17200, and (ix) claims for interest and any other
28 claims and penalties premised on the aforementioned allegations. “Released Claims” includes all types

1 of relief available under state law for the above-referenced claims as well as state law claims, including
2 any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs,
3 expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under
4 California law or any state, federal or local law or common law, including, without limitations,
5 violations of the California Labor Code, the Wage Orders, and any applicable regulations and any and
6 all claims under the Fair Labor Standards Act related to the facts and claims alleged in the Action.

7 cc. "Released PAGA Claims" means any and all PAGA claims against the
8 Released Parties arising during the PAGA Period and alleged in the Action and/or Plaintiff's
9 November 17, 2023, letter to the LWDA, or which could have been alleged based on the facts pled in
10 the Action and/or alleged in Plaintiff's November 17, 2023, letter to the LWDA, including without
11 limitation PAGA claims relating to: i) the alleged failure to pay minimum wage; (ii) the alleged failure
12 to pay overtime wages; (iii) the alleged failure to provide meal periods or pay meal period premiums
13 at the regular rate of pay; (iv) the alleged failure to provide rest periods or pay rest period premiums
14 at the regular rate of pay; (v) the alleged failure to provide complete and accurate wage statements;
15 (vi) the alleged failure to timely pay all wages owed to employees during employment and on
16 separation; (vii) the alleged failure to reimburse business expenses, and (viii) any other PAGA claims
17 premised on the aforementioned allegations.

18 dd. "Released Parties" means United Cerebral Palsy of San Joaquin, Calaveras &
19 Amador Counties and its past, present, and future parents, subsidiaries, sister and affiliated entities,
20 specifically including but not limited to United Cerebral Palsy Association, Inc., and divisions, and
21 their respective past, present, and future officers, directors, members of the Board of Directors,
22 employees, agents, insurers, legal representatives, attorneys and all of their successors (including
23 persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and
24 administrators and all other persons acting by, through, under or in concert with them, specifically
25 including but not limited to Christina Baker, that could be liable for the Released Claims.

26 ee. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Joint
27 Stipulation of Class and PAGA Representative Action Settlement and Release.

28 ff. "Settlement Administrator" means ILYM Group, Inc., or any other third-party

1 class action settlement administrator agreed to by the Parties and approved by the Court for the
 2 purposes of administering this Settlement.

3 gg. “Settlement Administration Costs” means the costs allocated from the Gross
 4 Settlement Amount to pay for administration of the settlement, as described in this Settlement
 5 Agreement, including required tax calculations and tax reporting to the appropriate governmental
 6 entities in connection with the Individual Settlement Payments (as defined above), issuing of IRS
 7 Forms 1099 and W-2, address updates through the National Change of Address database (prior to the
 8 mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as
 9 undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports,
 10 resolving disputed claims with the aid of the Parties’ counsel, and providing all reports and
 11 declarations deemed necessary by the Parties in an amount not to exceed \$8,500.00.

12 hh. “Workweek” means any week in which a Class Member worked at least one
 13 day in that week during the Class Period, excepting those dates/times taken for vacations and leaves
 14 of absences.

15 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

16 2. On November 17, 2023, Plaintiff Asia Hamilton-Medford submitted a letter to the
 17 LWDA alleging United Cerebral Palsy of San Joaquin, Calaveras & Amador Counties and United
 18 Cerebral Palsy Association, Inc., violated various California Labor Code provisions by: (i) allegedly
 19 failing to pay minimum wage for all hours worked; (ii) allegedly failing to pay overtime wages; (iii)
 20 allegedly failing to provide meal periods or pay meal period premiums at the regular rate of pay; (iv)
 21 allegedly failing to provide rest periods or pay rest period premiums at the regular rate of pay; (v)
 22 allegedly failing to provide complete and accurate wage statements; and (vi) allegedly failing to timely
 23 pay all wages owed to employees during employment or on separation, and (vii) allegedly failing to
 24 reimburse all business expenses. The LWDA did not respond to that letter.

25 3. On December 26, 2023, Plaintiff Asia Hamilton-Medford filed her class action lawsuit
 26 against United Cerebral Palsy of San Joaquin, Calaveras & Amador Counties and United Cerebral
 27 Palsy Association, Inc., in the Action seeking damages and statutory penalties on behalf of herself and
 28 all non-exempt employees employed in California since December 26, 2019, on claims for the: (i)

1 alleged failure to pay minimum wage; (ii) alleged failure to pay overtime; (iii) alleged failure to
2 provide meal periods or pay meal period premiums at the regular rate of pay; (iv) alleged failure to
3 provide rest periods or pay rest period premiums at the regular rate of pay; (v) alleged failure to timely
4 pay all wages owed to employees during employment or on separation; (vi) alleged failure to provide
5 complete and accurate wage statements; (vii) alleged failure to reimburse business expenses; and (viii)
6 alleged violations of California Business and Professions Code section 17200.

7 4. The Action also included individual claims for: (i) disability harassment, (ii) disability
8 discrimination, (iii) failure to accommodate for disability, (iv) failure to engage in the interactive
9 process, (v) retaliation, and (vi) failure to prevent harassment, discrimination, and/or retaliation.

10 5. On August 26, 2025, Plaintiff amended her Complaint to add a claim under the Private
11 Attorneys General Act, codified in California Labor Code §§ 2698 *et seq.*, (“PAGA”);

12 6. The Parties conducted extensive formal and informal discovery in the Action, including
13 the production of Class Members’ information and time and payroll records, interrogatories, requests
14 for admission and requests for production of documents. The Parties recognize the issues in the Action
15 would likely only be resolved with further extensive and costly proceedings; recognize that further
16 litigation shall cause inconvenience, distraction, disruption, delay and expense disproportionate to the
17 potential benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any
18 litigation. Based on their own independent investigation and evaluation, Class Counsel is of the
19 opinion that the Settlement with Defendant for the consideration and on the terms of this Settlement
20 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
21 facts and circumstances, including the risk of significant delay and defenses asserted by Defendant.
22 While Defendant specifically denies all liability in the Action, it has agreed to enter into this Settlement
23 Agreement to avoid the cost and disruption to providing needed services to persons with disabilities
24 associated with further defense of the Action.

25 7. The Parties participated in a mediation of this case on April 30, 2025, with experienced
26 class action mediator the Hon. Raul Ramirez (ret.). The Parties were unable to reach a resolution at
27 the mediation session, but had extensive further negotiations, facilitated by Judge Ramirez, over the
28 ensuing months. On June 4, 2025, the Parties reached an agreement in principle. To achieve a

1 complete release of Defendant, each Class Member will be informed that in exchange for their
 2 Individual Class Settlement Payment, each Participating Class Member will release the Released
 3 Parties from the Released Claims, and each PAGA Member and the LWDA will release the Released
 4 Parties from the Released PAGA Claims.

5 **TERMS OF THE CLASS SETTLEMENT**

6 8. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to
 7 completely resolve the Action, including the First Amended Complaint, on a classwide basis. In
 8 addition to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion
 9 of the Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be
 10 obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete
 11 resolution of the Action, including the First Amended Complaint.

12 9. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and
 13 subject to the approval of the Court, the Parties agree to the following allocations:

14 a. Class Representative Service Award. Plaintiff shall be paid a Class
 15 Representative Service Award of up to Fifteen Thousand Dollars and Zero Cents (\$15,000) in
 16 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
 17 Members, undertaking the burdens and risks for the payment of costs in the event of loss and for giving
 18 a general release of all claims. The Class Representative Service Award shall be paid in addition to
 19 Plaintiff's Individual Settlement Payment, and Plaintiff shall give a general release of all claims
 20 against the Released Parties in exchange for the Class Representative Service Award. Plaintiff shall
 21 be solely and legally responsible to pay any and all applicable taxes on her Class Representative
 22 Service Award. Any portion of the Class Representative Service Award not awarded to Plaintiff shall
 23 remain with the Net Distribution Fund.

24 b. Plaintiff's Individual Settlement Agreement. In exchange for a release of her
 25 individual claims for: (i) disability harassment, (ii) disability discrimination, (iii) failure to
 26 accommodate a disability, (iv) failure to engage in the interactive process, (v) retaliation, and (vi)
 27 failure to prevent harassment, discrimination, and/or retaliation, Plaintiff entered into a separate,
 28

1 confidential settlement agreement with Defendant. The Individual Settlement was negotiated
2 separately from this Agreement and is not contingent on court approval of this Agreement.

3 c. Settlement Administration Costs. The Settlement Administrator shall be paid
4 “Settlement Administration Costs” in an amount not to exceed Eight Thousand Five Hundred Dollars
5 and Zero Cents (\$8,500.00).

6 d. Attorneys’ Fee Award. Class Counsel shall be paid an Attorneys’ Fee Award
7 of up to 35% of the Gross Settlement Amount, presently equal to Three Hundred and Fifteen Thousand
8 Dollars and Zero Cents (\$315,000.00);

9 e. Attorneys’ Costs. Class Counsel shall be paid an award for reimbursement of
10 their Attorneys’ Costs in an amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00);

11 f. PAGA Penalties. PAGA Penalties of Thirty Thousand Dollars and Zero Cents
12 (\$30,000.00), which is 75% of \$40,000.00, shall be paid to the LWDA, and Ten Thousand Dollars and
13 Zero Cents (\$10,000.00), which is 25% of \$40,000.00, shall be distributed to PAGA Members. PAGA
14 Members shall not have the right to opt out of the PAGA portion of this Settlement Agreement,
15 including the release of PAGA claims.

16 10. Allocation of the Net Distribution Fund and PAGA Members Payment. The Net
17 Distribution Fund and PAGA Members Payment shall both be allocated to Participating Class
18 Members and PAGA Members based on the formulas described below. Any portion of the Class
19 Representative Service Award, the Settlement Administration Costs, the Attorneys’ Fees Award, the
20 Attorneys’ Costs, and/or the PAGA Penalties not approved by the Court shall be added to the Net
21 Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant
22 under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed
23 to Participating Class Members and PAGA Members on a proportionate basis as follows:

24 a. Payment to Participating Class Members. Each Participating Class Member shall
25 receive a proportionate share of the Net Distribution Fund that is equal to (i) the number
26 of Workweeks he/she worked during the Class Period divided by (ii) the total number
27 of Workweeks worked by all Participating Class Members during the Class Period.

28 b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of

1 the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she
2 worked during the PAGA Period divided by (ii) the total number of Pay Periods worked
3 by all PAGA Members during the PAGA Period.

4 11. Individual Class Settlement Payments. Participating Class Members shall receive a
5 consolidated Individual Class Settlement Payment and an Individual PAGA Settlement Payment,
6 calculated as set forth in paragraph 10(a)-(b) above. Class Members who opt out of the non-PAGA
7 portion of the Settlement shall receive only an Individual PAGA Settlement Payment representing
8 payment for the PAGA Members Payment as set forth in paragraph 10(b). In the event that a Class
9 Member should dispute the information upon which his or her Individual Class Settlement Payment
10 or Individual PAGA Settlement Payment is calculated, and it is determined by the Administrator from
11 the information and/or documentation provided by that Class or PAGA Member that an amount more
12 than that initially calculated is payable to any Participating Class Member or PAGA Member pursuant
13 to the Settlement, that additional amount will be paid from the Gross Settlement Amount. In no event
14 shall Defendant ever be required to pay any amount greater than the Gross Settlement Amount plus
15 the Employer Taxes, unless the Escalator Clause is triggered and Defendant elects option (i) set forth
16 in Paragraph 26 below.

17 12. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit
18 plan, the Individual Settlement Payments made to Participating Class Members and PAGA Members,
19 as well as any other payments made pursuant to this Settlement, shall not be construed as compensation
20 for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class
21 Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans,
22 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
23 plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by
24 any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to
25 which any Class Members may be entitled under any benefit plans.

26 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

27 13. Preliminary Approval: Within thirty (30) days of execution of this Settlement
28 Agreement, Plaintiff shall file a Motion for Order Granting Preliminary Approval of the Class Action

1 Settlement which requests the following: (i) preliminary approval of the Settlement, subject only to
2 the objections of Class Members and final review by the Court; (ii) conditional certification of the
3 Class for purposes of settlement only; (iii) a schedule for final approval hearing regarding the proposed
4 Settlement, including payment of Attorneys' Fees and Attorneys' Costs, and Class Representative
5 Service Award; (iv) approval as to form and content of the proposed Notice Packet; (v) a schedule for
6 the procedures for the Response Deadline; and (vi) a schedule for the mailing of the Notice Packet by
7 first class mail to the Class Members. Plaintiff's Counsel will provide counsel for Defendant with a
8 draft of the motion for preliminary approval including the proposed Order Granting Preliminary
9 Approval at least seven (7) calendar days before it is filed with the Court for Defendant's review and
10 input. Defendant shall not oppose the Preliminary Approval Motion and may, in its sole option, file a
11 declaration of non-opposition. Prior to filing of the Preliminary Approval Motion, counsel for Plaintiff
12 shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court
13 and counsel for Defendant in conjunction with the Preliminary Approval Motion. Counsel for Plaintiff
14 shall also submit a copy of the moving papers for the Preliminary Approval Motion to the LWDA.

15 14. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
16 certification of the Class for purposes of the Settlement only. If, for any reason, the Settlement is not
17 approved, the stipulation to certification shall be void. The Parties further agree that certification for
18 purposes of the Settlement is not an admission that class action certification is proper under the
19 standards applied to contested certification motions and that this Settlement shall not be admissible in
20 this or any other proceeding as evidence that either: (i) a class action should be certified or
21 (ii) Defendant is liable to Plaintiff, LWDA, or any Class Member, other than according to the
22 Settlement Agreement's terms.

23 **SETTLEMENT ADMINISTRATION**

24 15. Settlement Administrator. The Parties each represent that they do not have any
25 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest.

27 16. Class Data. Within thirty(30) calendar days of the Order Granting Preliminary
28 Approval, Defendant shall provide to the Settlement Administrator for each identifiable member of

1 the Class the following information: name, address, social security number, telephone number, and
2 the number of Workweeks worked during the Class Period, and the number of Pay Periods worked
3 during the PAGA Period based on its business and payroll records (“Class Data List”). The Class
4 Data List and information shall remain confidential. In lieu of providing the number of Workweeks
5 and the number of Pay Periods, Defendant may provide the dates of employment for each member of
6 the Class, in which case the Administrator will calculate the Workweeks based on that information
7 and the Administrator’s calculations will be determinative. The Settlement Administrator shall only
8 use this information to facilitate notice, administration of the Settlement, and for distribution of
9 Individual Class Settlement Payments and Individual PAGA Settlement Payments to Participating
10 Class Members and PAGA Members. The Parties agree to cooperate in the administration of the
11 Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
12 in administration of the Settlement.

13 17. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant
14 that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards
15 for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data List to Class
16 Counsel, Plaintiff, any party or third parties, including agents or subcontractors, without Defendant’s
17 consent, and to keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data
18 other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice
19 if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

20 18. Confirmation of Contact Information in the Class Data List. Following receipt of the
21 Class Data List from Defendant, and prior to mailing, the Settlement Administrator shall perform a
22 search of the National Change of Address Database to update and correct stale Class Member
23 addresses. If any Notice Packet is returned to the Settlement Administrator as non-deliverable on or
24 before the Response Deadline, within three days of its receipt, the Settlement Administrator shall send
25 it promptly via regular First Class U.S. Mail to the forwarding address affixed thereto, and the
26 Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no
27 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the
28 correct address by using a skip-trace, or other search using the name, address and/or social security

1 number of the Class Member involved, and shall, within three days of learning the correct address, re-
2 mail the Notice Packet. Should a Notice Packet associated with a currently employed Class Member
3 be returned to the Administrator, it shall immediately inform Defendant to obtain a more current
4 mailing address for that Class Member to re-mail the Notice Packet.

5 19. Notice by First Class U.S. Mail. Within fourteen (14) calendar days following
6 Defendant's provision of the Class Data List to the Settlement Administrator, the Settlement
7 Administrator shall mail the individualized Notice Packet by First Class U.S. Mail. Each
8 individualized Notice of Class Action Settlement ("Notice" – Exhibit "A") shall include the Class
9 Member's number of Workweeks during the Class Period and number of Pay Periods during the
10 PAGA Period and the estimated Individual Class Settlement Payment and Individual PAGA
11 Settlement amount. The Notice will also inform Class Members of their right to opt-out of the non-
12 PAGA portion of the Settlement Agreement, that they will receive payment for the Settlement without
13 having to submit a claim, and that they each will be mailed their Individual Class Settlement Payment
14 and Individual PAGA Settlement Payment at the address on file with the Settlement Administrator.
15 The Notice will also inform the Class Members of the manner and deadline to submit (i) requests for
16 exclusion from the non-PAGA portion of the Settlement, (ii) objections to the Settlement; and (iii)
17 disputes concerning the number of Workweeks during the Class Period and/or the number of Pay
18 Periods worked during the PAGA Period. The Notice further will inform the Class Members of the
19 claims to be released, including if they do not request to be excluded, and the date, time, and place set
20 for the Final Approval Hearing.

21 20. Disputed Workweek and/or Pay Period Information. Class Members may contact the
22 Settlement Administrator with questions regarding the number of Workweeks they have been assigned
23 during the Class Period or the number of Pay Periods during the PAGA Period. Class Members may
24 produce evidence to the Settlement Administrator showing that such information is inaccurate. There
25 is a rebuttable presumption that Defendant's information and/or the information calculated by the
26 Administrator is correct, but Class Members may, should they disagree, provide documentation to
27 show contrary employment dates and/or records of Workweeks or Pay Periods no later than the
28 Response Deadline. The dispute must: (i) set forth the name, address, telephone number and last four

1 digits of the social security number of the Class Member submitting the dispute; (ii) be signed by the
2 Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state the reason(s)
3 that the Class Member disputes the information provided contained in the Notice Packet; and (v) be
4 postmarked on or before the Response Deadline. All disputes shall be decided by the Settlement
5 Administrator within ten (10) business days of the Response Deadline.

6 21. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
7 non-PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the
8 Settlement Administrator, in the manner set forth in the Notice, by the Response Deadline. The
9 Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of
10 the Social Security number of the Class Member requesting the exclusion; (ii) be signed by the Class
11 Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class
12 Member does not wish to be included in the non-PAGA portion of the Settlement and does not wish
13 to receive any payment or other benefits therefrom; and (v) be postmarked on or before the Response
14 Deadline. The postmark date shall be the exclusive means to determine whether a Request for
15 Exclusion has been timely submitted. No Request for Exclusion may be made on behalf of a group of
16 Class Members. Workweeks by Class Members who have submitted a valid and timely Request for
17 Exclusion shall be deducted from the aggregate number of Workweeks for the non-PAGA portion of
18 the Settlement. Class Members shall not have the right to opt out from the PAGA portion of the
19 Settlement.

20 22. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
21 any of the requirements listed herein, that Class Member shall be given an opportunity to cure the
22 defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three (3)
23 business days of receiving the defective submission to advise the Class Member that his or her
24 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
25 The Class Member shall have until (i) the Response Deadline or (ii) ten (10) calendar days from the
26 date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the
27 revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely. Class
28 Members shall be limited to one cure letter advising them of the defect. A Class Member who submits

1 an invalid or untimely request to be excluded will remain a Class Member, will receive their Individual
2 Settlement Payment and be bound by the releases and judgment entered as set forth herein. Invalid
3 and untimely Requests for Exclusion shall be deemed null and void.

4 23. Objection Procedures. To object to the non-PAGA portion of the Settlement, a Class
5 Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the
6 Response Deadline. Class Members shall not have a right to object to the PAGA portion of the
7 Settlement. The Notice of Objection must be signed by the Class Member and contain all information
8 required by this Settlement and as set forth in the Notice of Class Action Settlement, including: (i) the
9 objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds
10 for the objection accompanied by any legal support for such objection; (iii) copies of any papers,
11 briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector
12 intends to appear at the Final Approval Hearing. The postmark date shall be deemed the exclusive
13 means for determining that the Notice of Objection is timely. Only Class Members who have not
14 opted out of the non-PAGA portion of the Settlement may object. Any Class Member who does not
15 submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific
16 and technical requirements of this Paragraph as provided in the Notice, shall be foreclosed from
17 objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or
18 otherwise. Class Members who postmark timely Notices of Objection shall have a right to appear at
19 the Final Approval Hearing in order to have their objections heard by the Court. At no time shall any
20 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
21 objections to the Settlement or appeal from the Final Approval and Judgment. Class Counsel shall not
22 represent any Class Members with respect to any such objections to this Settlement. The Parties shall
23 file all Notices of Objection, valid or invalid, timely or untimely, with the Court in advance of the
24 Final Approval/Settlement Fairness Hearing. If the Court overrules the Class Member's objection(s),
25 or if the Court approves the Settlement despite any objection(s), the Class Member will be deemed to
26 be a Participating Class Member and will be bound by the terms of this Agreement and will be mailed
27 an Individual Class Settlement Payment.

28 24. Settlement Administrator Reports Regarding Class Member Participation. The

1 Settlement Administrator shall provide Defendant's counsel and Class Counsel a biweekly report that
2 certifies the number of Class Members who have submitted valid Requests for Exclusion and
3 objections to the Settlement, and whether any Class Member has submitted a challenge to any
4 information contained in their Notices. The Settlement Administrator shall provide to counsel for both
5 Parties any updated reports regarding the administration of the Settlement as needed or requested. Not
6 later than seven (7) calendar days after the final Response Deadline, the Settlement Administrator will
7 provide the Parties with a complete and accurate list of all Participating Class Members, all Non-
8 Participating Class Members, and all Class Members who objected to the Settlement Agreement.

9 25. Settlement Administrator Declaration. Not later than twenty-eight (28) court days
10 before the Final Approval Hearing, the Settlement Administrator will provide the Parties with its
11 declaration of due diligence to be filed with the Court setting forth its compliance with its obligations
12 under this Settlement Agreement, and will supplement its declaration as needed or as requested by the
13 Court.

14 26. Settlement Administrator Final Report. By no later than five (5) court days following
15 the Effective Date, the Settlement Administrator shall provide counsel for both Parties with the
16 aggregate number of Workweeks worked by Participating Class Members during the Class Period and
17 aggregate number of Pay Periods worked by PAGA Members during the PAGA Period. Upon
18 completion of administration of the Settlement, the Settlement Administrator shall provide a written
19 declaration under oath to certify such completion to the Court and counsel for all Parties.

20 27. Defendant's Right to Rescind. Defendant shall have, in its sole discretion, the right to
21 void and withdraw from the Settlement if, at any time prior to Final Approval, ten percent (10%) or
22 more of the Class Members timely and validly Request Exclusion from the non-PAGA portion of the
23 Settlement. Defendant must exercise this right of rescission in writing to Class Counsel within seven
24 (7) calendar days after Defendant's counsel receives from the Settlement Administrator the complete
25 and accurate list of all Participating Class Members, all Non-Participating Class Members, and all
26 Class Members who objected to the Settlement Agreement, as required by Paragraph 24, above. If
27 Defendant exercises its right of rescission pursuant to this Paragraph, Defendant shall be responsible
28 for all costs incurred by the Settlement Administrator.

1 motion for Attorneys' Fees and Costs award shall be filed concurrently with the Motion for Order
2 Granting Final Approval of Class Action Settlement, unless the Court instructs otherwise.

3 31. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting
4 Final Approval of the Class Action Settlement, the Parties shall present a proposed Order Granting
5 Final Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for
6 approval. After entry of the Judgment, the Court shall continue to have jurisdiction over the Settlement
7 as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement
8 Agreement; (ii) settlement administration matters; and (iii) such post-Judgment matters as may be
9 appropriate under court rules or as set forth in this Settlement Agreement.

10 32. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount to
11 the Settlement Administrator, together with the amount representing the Employer Taxes (to be
12 communicated by the Administrator to Defendant at least (5) business days before transmittal of the
13 Gross Settlement Amount), within fourteen (14) calendar days of the Effective Date. The Settlement
14 Administrator shall deposit the Gross Settlement Amount into a Qualified Settlement Account, from
15 which the Settlement Administrator will have the authority to distribute money in accordance with the
16 terms of this Settlement Agreement.

17 33. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall
18 have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no
19 obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute
20 and pay the costs of the Settlement Administrator incurred up until the date that the Settlement
21 Agreement ceases to exist; and (iv) the Settlement Agreement and all negotiations, statements,
22 proceedings, and data relating thereto shall be protected as privileged settlement communications and
23 shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their
24 respective positions in the Action prior to the date of execution of the Settlement Agreement. In such
25 event, the Parties shall work cooperatively to request a conference with the Court in which to attempt
26 to resolve any issues that the Court has raised regarding the Settlement Agreement so that it can gain
27 the Court's approval, or alternatively, effectuate their intent to resume the Action.

28 34. Distribution and Timing of Payments. Within ten (10) calendar days following receipt

1 of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall issue
2 payments to: (i) Participating Class Members, (ii) PAGA Members, (iii) Plaintiff, (iv) Class Counsel,
3 and (v) the LWDA. However, payments shall not be issued to Class Members whose Notice Packets
4 are returned as undeliverable and for whom no forwarding address can be located. Individual Class
5 Settlement Payments for such Class Members shall be held by the Settlement Administrator unless
6 claimed by the Class Member and shall be paid to the *cy pres* beneficiary as set forth below if
7 unclaimed by the end of the one hundred eighty (180) calendar day period to cash settlement checks
8 as set forth below. The Settlement Administrator shall also issue a payment to itself for the Court-
9 approved amount for its services.

10 35. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of
11 one hundred eighty (180) calendar days after mailing, at which time the checks shall become null and
12 void. Thirty (30) days following the mailing of the Individual Class Settlement Payment Checks and
13 the Individual PAGA Settlement Payment checks, the Administrator shall mail a postcard to each
14 Participating Class Member and PAGA Member whose check is uncashed to remind them of the void
15 date. Any funds represented by Individual Settlement Payment checks remaining un-cashed for more
16 than 180 calendar days after issuance shall be delivered to CASA of San Joaquin County, which is a
17 501(c)(3) non-profit child advocacy organization that provides advocates for abused and neglected
18 children and promotes justice. Participating Class Members and PAGA Members who fail to cash
19 their checks within the 180-day period shall remain bound by the Settlement as set forth herein. The
20 Parties and their counsel represent and warrant that they have no financial interest in, or involvement
21 with, the selected *cy pres* beneficiary such that there would be a conflict of interest.

22 36. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, PAGA
24 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
25 amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for
26 calculating and processing all payroll taxes and penalties for payment to the appropriate government
27 authorities.
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TAX TREATMENT OF SETTLEMENT AMOUNTS

37. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate the Individual Class Settlement Payment as follows: for Participating Class Members – 35% to wages for which an IRS Form W-2 shall be issued and 65% to interest and penalties (30% to interest and 35% to penalties) for which an IRS Form 1099 shall be issued. Employee-side payroll taxes and withholdings shall be deducted from the wage portion of the payment pursuant to state and federal law. The entirety of the Individual PAGA Settlement Payments shall be allocated to penalties for which IRS Forms 1099 shall be issued.

38. Class Member and Plaintiff Responsibility for Taxes. Participating Class Members and PAGA Members are responsible for paying appropriate taxes due on the Individual Settlement Payments they receive, and Plaintiff is responsible for paying the appropriate taxes due on the Class Representative Service Award. All Individual Class Settlement Payments and Individual PAGA Settlement Payments shall be deemed paid to such Class Members and PAGA Members solely in the year in which such payments are issued. The Parties’ respective Counsel do not purport this communication to constitute tax or legal advice. If this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under the federal Internal Revenue Code or any state tax code. The Notice of Class Action Settlement will advise Class Members that they shall be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Settlement Payments.

39. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the Court.

RELEASE BY THE CLASS

40. Release by Class Members and PAGA Members. As of the Effective Date, Plaintiff and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released Claims that accrued during the Class Period as set forth herein. As of the Effective Date, Plaintiff, all PAGA Members (on behalf of each of them and each

1 of their heirs, executors, administrators, and assigns) and the State of California irrevocably and
2 unconditionally fully release and forever discharge the Released Parties from any and all PAGA
3 Released Claims that accrued during the PAGA Period as set forth herein.

4 41. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
5 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
6 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
7 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
8 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
9 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
10 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
11 BE RELIED ON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
12 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
13 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY ON HIS, HER, OR ITS OWN,
14 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
15 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
16 BASED ON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
17 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY ON ANY
18 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
20 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
21 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
22 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
23 SUCH LIMITATION IS LEGALLY BINDING) ON DISCLOSURE BY THE ACKNOWLEDGING
24 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
25 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

26 42. Release by Plaintiff Asia Hamilton-Medford. As of the Effective Date, Plaintiff Asia
27 Hamilton-Medford (on her own behalf and on behalf of her heirs, executors, administrators, and
28 assigns), but not on behalf of other Class Members, knowingly and voluntarily releases and forever

1 discharges the Released Parties from any and all claims, known and unknown, asserted and unasserted,
2 that she has or may have had against Defendant. Christina Baker, and any of the Released Parties.
3 Such claims include, but are not limited to: breaches of contract, whether written, oral or implied;
4 violations of any public policy; tort claims, including but not limited to intentional infliction of
5 emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and
6 fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other
7 expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations:
8 Fair Labor Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as
9 amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States
10 Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination
11 in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment
12 Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as
13 amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended;
14 the California Fair Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*; the California
15 Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ.
16 Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the
17 California Occupational Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq.*, and any
18 applicable regulations thereunder; the California Business and Professions, Civil, Government and
19 Labor Code; the Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*;
20 and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of
21 being released by her, excluding any claims that cannot be released as a matter of law. To the extent
22 the foregoing release is a release to which California Civil Code section 1542 or similar provisions of
23 other applicable law may apply, Plaintiff Asia Hamilton-Medford expressly waives any and all rights
24 and benefits conferred upon her by the provisions of California Civil Code section 1542 or similar
25 provisions of applicable law which are as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
27 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
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EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement a full and complete release and discharge, Plaintiff Asia Hamilton-Medford expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all known and unknown claims, including any claims she does not know or suspect to exist in her favor against the Released Parties at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claim or claims. Plaintiff Asia Hamilton-Medford acknowledges that she may later discover facts different from or in addition to those she now knows or believes to be true regarding the matters released or described in this Settlement, and she nonetheless agrees that the releases and agreements contained in this Settlement Agreement shall remain fully effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff Asia Hamilton-Medford assumes any and all risks of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Settlement Agreement or with regard to any facts now unknown to her relating to such matters.

43. No Prior Assignments. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, 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 right herein released and discharged.

ADDITIONAL TERMS

44. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in the attached Exhibit A, which is incorporated by this reference as though fully set forth herein. Exhibit A to this Settlement is an integral part of the Settlement Agreement.

45. Entire Agreement. This Settlement Agreement and attached Exhibit constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral

1 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
2 Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a
3 written agreement is to be construed according to its terms and may not be varied or contradicted by
4 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms
5 shall modify, vary or contradict the terms of this Settlement Agreement.

6 46. Amendment or Modification. No amendment, change, or modification to this
7 Settlement Agreement shall be valid unless in writing and signed, either by the Parties or their
8 respective counsel.

9 47. Authorization to Enter into Settlement. Counsel for all Parties warrant and represent
10 they are expressly authorized by the Parties whom they represent to negotiate this Settlement
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
12 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Settlement Agreement. The Parties and their counsel shall cooperate with
14 each other and use their best efforts to effect the implementation of the Settlement Agreement. If the
15 Parties are unable to reach agreement on the form or content of any document needed to implement
16 the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
17 of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such
18 disagreement.

19 48. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon
20 the successors or assigns of the Parties hereto, and inure to the benefit of the Released Parties, , as
21 previously defined.

22 49. California Law Governs. All terms of this Settlement Agreement and Exhibit hereto
23 shall be governed by and interpreted according to the laws of the State of California.

24 50. Execution and Counterparts. This Settlement Agreement is subject only to the
25 execution of all Parties. However, the Settlement Agreement may be executed in one or more
26 counterparts and by DocuSign. All executed counterparts and each of them, including facsimile and
27 scanned copies of the signature page, shall be deemed to be one and the same instrument, provided
28 that counsel for the Parties shall exchange among themselves original signed counterparts.

1 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
3 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
4 account all relevant factors, present and potential. The Parties further acknowledge that they are each
5 represented by competent counsel and that they have had an opportunity to consult with their counsel
6 regarding the fairness and reasonableness of this Settlement.

7 52. Acknowledgement of Future Legislation. Each Party recognizes that legislation could
8 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of
9 loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

10 53. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Settlement
13 Agreement valid and enforceable.

14 54. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
15 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
16 appeal any reduction to the Attorneys' Fees, the Attorneys' Costs, or the Class Representative Service
17 Award below the amounts they request from the Court, and either party may appeal any Court order
18 that materially alters the Settlement terms.

19 55. No Admission of Liability. The Parties enter into this Settlement Agreement to resolve
20 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
21 litigation. In entering into this Settlement, Defendant and the Released Parties do not admit, and
22 specifically deny, that Defendant or any Released Parties violated any federal, state, or local law;
23 violated any regulation or guideline promulgated pursuant to any statute or any other applicable laws,
24 regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
25 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
26 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
27 negotiations connected with it, shall be construed as an admission or concession by Defendant (or any
28 Released Parties) of any such violation or failure to comply with any applicable law. Except as

1 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
2 Agreement and its terms and provisions shall not be offered or received as evidence in any action or
3 proceeding to establish any liability or admission on the part of Defendant (or any Released Party) or
4 to establish the existence of any condition constituting a violation of, or a non-compliance with,
5 federal, state, local or other applicable law.

6 56. Waiver. No waiver of any condition or covenant contained in this Settlement
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to
8 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right
9 or remedy.

10 57. Enforcement Actions. In the event that one or more of the Parties institutes any legal
11 action or other proceeding against any other Party to enforce the provisions of this Settlement
12 Agreement or to declare rights and/or obligations under this Settlement, the successful Party shall be
13 entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including
14 reasonable expert witness fees incurred in connection with any enforcement action.

15 58. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
16 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be
17 construed more strictly against one party than another merely by virtue of the fact that it may have
18 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
19 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
20 Agreement.

21 59. Representation By Counsel. The Parties acknowledge that they have been represented
22 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
23 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
24 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement. Class
25 Counsel also represents that there are no attorneys who have or could have any liens with respect to
26 any aspect of this Settlement, or any funds received by Asia Hamilton-Medford.

27 60. All Terms Subject to Final Court Approval. All amounts and procedures described in
28 this Settlement Agreement herein shall be subject to final Court approval.

1 61. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
2 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
3 Settlement.

4 62. Binding Agreement. The Parties warrant that they understand and have full authority
5 to enter into this Settlement Agreement, and further intend that this Settlement Agreement shall be
6 fully enforceable and binding on all parties, and agree that it shall be admissible and subject to
7 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
8 provisions that otherwise might apply under federal or state law.

9 63. Confidentiality. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel
10 separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each
11 of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose,
12 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
13 generally, to any person, corporation, association, government agency, or other entity except: (1) to
14 the Parties' attorneys, independent contractors, accountants, or spouses, all of whom will be instructed
15 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
16 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
17 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
18 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
19 such information. Plaintiffs, Class Counsel, Defendant and Defendant's Counsel separately agree not
20 to, directly or indirectly, initiate any conversation or other communication, before the filing of the
21 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving
22 rise to this Agreement except to respond only that "the matter was resolved to the mutual satisfaction
23 of the Parties," or words to that effect. This paragraph does not restrict Class Counsel's
24 communications with Class Members in accordance with Class Counsel's ethical obligations owed to
25 Class Members. Class Counsel agree that they will not cite to or use this case in any advertising
26 materials including on a firm website.

27 64. Notices. Unless otherwise specifically provided, all notices, demands or other
28 communications given shall be in writing and shall be deemed to have been duly given by the third

1 business day after mailing by United States registered or certified mail, return receipt requested,
2 addressed as follows:

3 **To Plaintiff and the Class:**

4 Jenny D. Baysinger
5 Robert J. Wassermann
6 Mayall Hurley P.C.
7 112 S. Church Street
8 Lodi, CA 95240-3501
9 Telephone: (209) 477-3833
Facsimile: (209) 473-4818
Emails: jbaysinger@mayallaw.com
rwassermann@mayallaw.com

10 **To Defendant:**

11 Donald P. Sullivan
12 Dahn. A. Levine
13 Jackson Lewis, P.C.
14 50 California Street, 9th Floor
15 San Francisco, CA 94111
16 Emails: donald.sullivan@jacksonlewis.com
dahn.levine@jacksonlewis.com

17 **AGREED.**

18 Dated: 10/6/2025
19 _____

PLAINTIFF ASIA HAMILTON-MEDFORD

DocuSigned by:

C4F3D5AAE5E4495...
Asia Hamilton-Medford

20 Dated: 10/6/2025
21 _____

**DEFENDANT UNITED CEREBRAL PALSY OF
SAN JOAQUIN, CALAVERAS, AND AMADOR
COUNTIES**

DocuSigned by:

B82D25354E674C3...
By: Lynn Hogue
Chief Executive Officer

22 **APPROVED AS TO FORM:**

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Dated: 10/6/2025

DocuSigned by:
Robert Wassermann
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Jenny D. Baysinger
Robert J. Wassermann
Mayall Hurley P.C.
Attorneys for Plaintiff

Dated: 10/6/2025

DocuSigned by:
Donald Sullivan
3F72E0CF34CB4EA...

Donald P. Sullivan
Dahn A. Levine
Jackson Lewis, P.C.
Attorneys for Defendant