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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LUIS VELIS, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

CITORI, INC., a California Corporation; DON
W. MAY, an individual; EVAN MAY, an
individual; and DOES 1 through 100, inclusive

Defendants.

CASE NO.: CIVSB2226670
(the "Class Action")

CASE NO.: CIVSB2300691
(the "PAGA Action")

[Assigned for all purposes to Honorable
Joseph T. Ortiz]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: December 1, 2022

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff LUIS VELIS (“Plaintiff”) and defendants CITORI, INC., DON MAY, AND
3 EVAN MAY (collectively, “Defendants”) in the lawsuits entitled *Luis Velis v. Citori, Inc., et*
4 *al.*, filed the Superior Court of California, county of San Bernardino, Case No. CIVSB2226670
5 (“Class Action”) and Case No. CIVSB2300691 (“PAGA Action,” and with the Class Action, the
6 “Action”). Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties,” or
7 individually as “Party.” This Agreement is intended by the Parties to fully, finally, and forever
8 resolve the claims as set forth herein, based upon and subject to the terms and conditions of this
9 Agreement.

10 1. DEFINITIONS

11 1.1. “Action” means *Luis Velis v. Citori, Inc., et al.*, Case No. CIVSB2226670 (the “Class
12 Action”), initiated on December 1, 2022, and pending in Superior Court of California, county of
13 San Bernardino and *Luis Velis v. Citori Inc.* Case No. CIVSB2300691 (the “PAGA Action”)
14 initiated on February 10, 2023, and pending in Superior Court of the State of California, County
15 of San Bernardino.

16 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have
17 agreed to appoint to administer the Settlement.

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

22 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
23 classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA
24 Period.

25 1.5. “Class” means all persons employed by Defendants in California and classified as a non-
26 exempt, hourly-paid employee who worked for Defendants during the Class Period.

27 1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of
28 Bibiyan Law Group, P.C.

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

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from March 22, 2019 through April 30, 2024.

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

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

1.15. “Court” means the Superior Court of California, County of San Bernardino.

1.16. “Defendants” means named defendants Citori, Inc., Don May, and Evan May.

1.17. “Defense Counsel” means Dana A. Kravetz and Lara A.H. Shortz of Michelman & Robinson, LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting

1 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
2 latest of the following occurrences: (a) if no Participating Class Member objects to the
3 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
4 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
5 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
6 affirms the Judgment and issues a remittitur.

7 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
9 of the Settlement.

10 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
11 Approval.

12 1.22. "Gross Settlement Amount" or "Gross Fund Value" means \$200,000.00 (Two Hundred
13 Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the
14 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes
15 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will
16 be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
17 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,
18 and Administrator's Expenses.

19 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
20 Net Settlement Amount calculated according to the number of Workweeks worked during the
21 Class Period.

22 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
23 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
24 Period.

25 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
27 entitled, under Labor Code section 2699, subd. (i).

28 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA

under Labor Code section 2699, subd. (i).

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

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

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

1.31. “PAGA Period” means the period from November 29, 2021 through the end of the Class Period.

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

1.33. “PAGA Notice” means plaintiff’s November 29, 2022 letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Luis Velis, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1.41. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, subsidiaries, and affiliates, including but not limited to G&M Automotive Center, and all of Defendants’ current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “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.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) 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 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On December 1, 2022, Plaintiff commenced the Class Action by filing a Complaint alleging causes of actions against Defendants for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages; expenditure reimbursement violations; and unfair competition in Superior Court of California, county of San Bernardino, Case No. CIVSB2226670 (“Class Action Complaint”).

2.2. On November 29, 2022, Plaintiff submitted a written notice to the LWDA and sent the same written notice to Defendants via certified mail, stating he intended to serve as a proxy for the LWDA and the State of California as a representative for the Aggrieved Employees for various Labor Code violations (“PAGA Notice”).

2.3. On February 10, 2023, Plaintiff filed a the PAGA Complaint under PAGA for civil penalties under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2300691 (“PAGA Action Complaint”).

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

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 33% of Class Members through mediation; (b) wage and hour policy documents; and (c) all documents pertaining to Plaintiff available to Defendants.

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

2.7. On April 30, 2024, the Parties participated in an all-day mediation presided over by Joseph T. Ortiz. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.8. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$200,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated

1 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
2 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
3 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
4 Defendants.

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

8 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
9 \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
10 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will
11 not oppose Plaintiff's request for a Class Representative Service Payment that does not
12 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
13 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
14 Representative Service Payments prior to the Final Approval Hearing. If the Court
15 approves a Class Representative Service Payment less than the amount requested, the
16 Administrator will retain the remainder in the Net Settlement Amount. The
17 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
18 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
19 Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
21 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
22 Agreement, is currently estimated to be \$70,000.00 and a Class Counsel Litigation
23 Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests
24 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
25 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
26 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
27 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
28 than the amounts requested, the Administrator will allocate the remainder to the Net

Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,950.00 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 \$6,950.00, 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. 20% 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. The 80% 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$5,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 143 Class Members who collectively worked a

total of 9,397 Workweeks, and 96 of Aggrieved Employees who worked a total of 2,384 PAGA Pay Periods.

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

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less

1 than 180 days after the date of mailing) when the check will be voided. The
2 Administrator will cancel all checks not cashed by the void date. The Administrator will
3 send checks for Individual Settlement Payments to all Participating Class Members
4 (including those for whom Class Notice was returned undelivered). The Administrator
5 will send checks for Individual PAGA Payments to all Aggrieved Employees including
6 Non-Participating Class Members who qualify as Aggrieved Employees (including
7 those for whom Class Notice was returned undelivered). The Administrator may send
8 Participating Class Members a single check combining the Individual Class Payment
9 and the Individual PAGA Payment. Before mailing any checks, the Settlement
10 Administrator must update the recipients' mailing addresses using the National Change
11 of Address Database.

12 4.4.2. The Administrator must conduct a Class Member Address Search for all other
13 Class Members whose checks are returned undelivered without USPS forwarding
14 address. Within 7 days of receiving a returned check the Administrator must re-mail
15 checks to the USPS forwarding address provided or to an address ascertained through
16 the Class Member Address Search. The Administrator need not take further steps to
17 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
18 The Administrator shall promptly send a replacement check to any Class Member whose
19 original check was lost or misplaced, requested by the Class Member prior to the void
20 date.

21 4.4.3. For any Class Member whose Individual Class Payment check or Individual
22 PAGA Payment check is uncashed and cancelled after the void date, the funds
23 associated with the check shall be transmitted to the California State Controller's Office,
24 Unclaimed Property Fund.

25 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
26 not obligate Defendants to confer any additional benefits or make any additional
27 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
28 specified in this Agreement.

1 **5. RELEASE OF CLAIMS**

2 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
3 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
4 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
5 Class Members, and Class Counsel will release claims against all Released Parties as follows:

6 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
8 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
9 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
10 contained, in the Class Action Complaint and (b) all PAGA claims that were, or reasonably could
11 have been, alleged based on facts contained in the PAGA Action Complaint and Plaintiff's
12 PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or
13 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
14 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
15 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
16 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
17 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
18 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

19 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
20 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
21 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
22 which reads:

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

27 5.2. Release by Participating Class Members: For the duration of the Class Period, all
28 Participating Class Members, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts asserted in the complaint filed in the Class Action, including any and all claims involving any alleged (a) Minimum Wage Violations [California Labor Code §§ 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5], (b) Overtime Violations [California Labor Code §§ 510, 515, 558, 558.1, 1194, 1194.2], (c) Meal Period Violations [California Labor Code §§ 226.7, 512], (d) Rest Period Violations [California Labor Code §§ 226.7, 512], (e) Waiting Time Penalties [California Labor Code §§ 201, 202, 203, 203.1, 204, 208, 210], (f) Expenditure Reimbursement Violations [California Labor Code § 2802], (g) Wage Statement Violations [California Labor Code §§ 226, 226.3] or UCL [Business and Professions Code §§ 17200-17208] based thereon, the applicable labor code sections, and the applicable Industrial Welfare Commission Wage Orders including as codified in the California Code of Regulations, Title 8, Section 11040. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period or that were not raised in the Class Action Complaint.

5.3. Release of PAGA Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Action Complaint and the PAGA Notice as they relate to the Aggrieved Employees. ("Released PAGA Claims") including but not limited to claims for PAGA civil penalties under California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802.

6. MOTION FOR PRELIMINARY APPROVAL

1 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
2 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
3 Approvals.

4 6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 days of full
5 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
6 declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or
7 potential conflicts of interest with the Administrator.

8 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
9 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
10 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
11 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
12 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
13 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
14 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
15 to its willingness to serve; competency; operative procedures for protecting the security of Class
16 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
17 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
18 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
19 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
20 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
21 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
22 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
23 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
24 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
25 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
26 Members and the Administrator.

27 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
28 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full

1 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
2 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
3 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
4 Administrator.

5 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
8 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
9 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
10 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
11 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
12 Court's concerns.

13 7. SETTLEMENT ADMINISTRATION

14 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
15 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
16 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
17 payment of Administration Expenses. The Parties and their Counsel represent that they have no
18 interest or relationship, financial or otherwise, with the Administrator other than a professional
19 relationship arising out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
21 Identification Number for purposes of calculating payroll tax withholdings and providing reports
22 state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
25 468B-1.

26 7.4. Notice to Class Members

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the
28 Administrator shall notify Class Counsel that the list has been received and state the

number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

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

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

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other

1 Class Members, and the Administrator will send, via email or overnight delivery, a Class
2 Notice requiring them to exercise options under this Agreement not later than 15 days
3 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
4 later.

5 **7.5. Requests for Exclusion (Opt-Outs).**

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

14 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
15 fails to contain all the information specified in the Class Notice. The Administrator shall
16 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
17 the identity of the person as a Class Member and the Class Member's desire to be
18 excluded. The Administrator's determination shall be final and not appealable or
19 otherwise susceptible to challenge. If the Administrator has reason to question the
20 authenticity of a Request for Exclusion, the Administrator may demand additional proof
21 of the Class Member's identity. The Administrator's determination of authenticity shall
22 be final and not appealable or otherwise susceptible to challenge.

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

1 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or
3 have the right to object to the class action components of the Settlement. Because future
4 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
5 Participating Class Members who are Aggrieved Employees are deemed to release the
6 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
7 PAGA Payment.

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

20 7.7. Objections to Settlement

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

25 7.7.2. Participating Class Members may send written objections to the Administrator, by
26 mail. In the alternative, Participating Class Members may appear in Court (or hire an
27 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
28 A Participating Class Member who elects to send a written objection to the

1 Administrator must do so not later than 45 days after the Administrator's mailing of the
2 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
3 mailed).

4 7.7.3. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.

6 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
7 performed or observed by the Administrator contained in this Agreement or otherwise.

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

17 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
18 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
19 Not later than 5 days after the expiration of the deadline for submitting Requests for
20 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
21 containing (a) the names and other identifying information of Class Members who have
22 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
23 other identifying information of Class Members who have submitted invalid Requests
24 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
25 (whether valid or invalid).

26 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
27 reports to Class Counsel and Defense Counsel that, among other things, tally the number
28 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for

1 Exclusion (whether valid or invalid) received, objections received, challenges to
2 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
3 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
4 Weekly Reports must include provide the Administrator’s assessment of the validity of
5 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
6 received.

7 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
8 address and make final decisions consistent with the terms of this Agreement on all
9 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
10 Administrator’s decision shall be final and not appealable or otherwise susceptible to
11 challenge.

12 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
13 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
14 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
15 due diligence and compliance with all of its obligations under this Agreement,
16 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
17 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
18 number of Requests for Exclusion from Settlement it received (both valid or invalid),
19 the number of written objections and attach the Exclusion List. The Administrator will
20 supplement its declaration as needed or requested by the Parties and/or the Court. Class
21 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

22 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
23 disburses all funds in the Gross Settlement Amount, the Administrator will provide
24 Class Counsel and Defense Counsel with a final report detailing its disbursements by
25 employee identification number only of all payments made under this Agreement. At
26 least 7 days before any deadline set by the Court, the Administrator will prepare, and
27 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
28 Court attesting to its disbursement of all payments required under this Agreement. Class

Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 143 Class Members and 9,397 Total Workweeks during the Class Period and (2) there are 96 Aggrieved Employees who worked 2,384 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 9,397 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 940 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 9,397 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 9,397. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$21.28 per Workweek (\$200,000/9,397 Workweeks). Thus, for example, should there be 11,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$34,111.84. (11,000 Workweeks - 9,397 Workweeks x \$21.28/Workweek.)

9. MOTION FOR FINAL APPROVAL

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

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

1 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
8 alleged wrongful termination, shall not constitute a material modification to the Agreement
9 within the meaning of this paragraph.

10 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
11 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
12 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
13 and (iii) addressing such post-Judgment matters as are permitted by law.

14 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
16 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
17 respective counsel, and all Participating Class Members who did not object to the Settlement as
18 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
19 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
20 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
21 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
22 Parties' obligations to perform under this Agreement will be suspended until such time as the
23 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
24 the amount of the Net Settlement Amount.

25 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
27 modification of this Agreement (including, but not limited to, the scope of release to be granted
28 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless

expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class 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

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly

1 or indirectly, specifically or generally, to any person, corporation, association, government
2 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
3 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
4 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
5 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
6 government agency. Each Party agrees to immediately notify each other Party of any judicial or
7 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
8 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
9 conversation or other communication, before the filing of the Motion for Preliminary Approval,
10 any with third party regarding this Agreement or the matters giving rise to this Agreement except
11 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
12 restrict Class Counsel's communications with Class Members in accordance with Class
13 Counsel's ethical obligations owed to Class Members.

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

19 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties
21 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
22 inducements made to or by any Party.

23 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
26 its terms, and to execute any other documents reasonably required to effectuate the terms of this
27 Agreement including any amendments to this Agreement.

1 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
25 this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting

27 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
28 during Action and in this Agreement relating to the confidentiality of information shall survive

1 the execution of this Agreement

2 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
3 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
4 Defendants in connection with the mediation, other settlement negotiations, or in connection with
5 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
6 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

7 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
10 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
14 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
15 be accepted as an original. All executed counterparts and each of them will be deemed to be one
16 and the same instrument if counsel for the Parties will exchange between themselves signed
17 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
18 contents of this Agreement.


19 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
22 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
23 process.

24 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
25 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
26 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
27 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
28 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this

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Agreement.

IT IS SO AGREED:


LUIS J VELIS (Oct 10, 2024 17:10 PDT)

Plaintiff, Luis Velis

For Defendant, Citori, Inc.

For Defendant, Don May

For Defendant, Evan May

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Counsel for Defendants

Agreement.

IT IS SO AGREED:

Plaintiff, Luis Velis

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For Defendant, Citori, Inc.

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Don May

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Don May

For Defendant, Don May

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For Defendant, Evan May

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff



Lara A.H. Shortz
Counsel for Defendants

1 Agreement.

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3 **IT IS SO AGREED:**

4 _____
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6 Plaintiff, Luis Velis

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9 For Defendant, Citori, Inc.
10
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12 For Defendant, Don May
13
14
15 For Defendant, Evan May

16 **AGREED AS TO FORM ONLY:**

17 *Vedang J. Patel*
18 David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff
