



1           5.       The Parties agree to consolidate the Actions. The Parties have also filed a stipulation  
2 and order requesting that the Court order the Actions consolidated and this Settlement Agreement is  
3 contingent on the consolidation of the two Actions. The Class Operative Complaint and PAGA  
4 Operative Complaint are referred to as the “Operative Complaints.” The Operative Complaints allege  
5 causes of action for violations of the California Labor Code for failure to pay minimum wages, failure  
6 to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu  
7 thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to  
8 timely pay wages during employment, failure to provide compliant wage statements, failure to timely  
9 pay wages upon termination, and failure to reimburse necessary business expenses, for violations of  
10 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California  
11 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California  
12 Labor Code violations.

13           6.       Defendant denies all material allegations set forth in the Actions and has asserted  
14 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
15 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),  
16 and Released PAGA Claims (as defined herein).

17           7.       Class Counsel diligently investigated the class and PAGA claims against Defendant,  
18 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
19 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
20 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the  
21 relative merits of the claims and contentions of the Parties.

22           8.       On April 9, 2025, the Parties participated in mediation with Brandon McKelvey, Esq.  
23 (the “Mediator”), a respected mediator of complex wage and hour actions, but were unable to reach a  
24 settlement. On September, 11, 2025, the Parties participated in a second mediation with the Mediator,  
25 and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is  
26 memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the  
27 Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and  
28 exposure in relation to the costs and risks associated with continued litigation. Based on Class

1 Counsel's investigation and evaluation, Class Counsel believes that the settlement with Defendant for  
2 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
3 adequate and is in the best interest of the Class Members, State of California, and PAGA Employees  
4 in light of all known facts and circumstances, including the risk of significant delay and uncertainty  
5 associated with litigation and various defenses asserted by Defendant.

6 9. The Parties expressly acknowledge that this Settlement Agreement is entered into  
7 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
8 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is  
9 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
10 positions.

### 11 **DEFINITIONS**

12 10. The following definitions are applicable to this Settlement Agreement. Definitions  
13 contained elsewhere in this Settlement Agreement will also be effective.

14 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for  
15 Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and  
16 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

17 b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or  
18 non-exempt employees who worked for Defendant in the State of California at any time during the  
19 Class Period.

20 c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A.  
21 Mayhood, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be  
22 appointed counsel for the Class.

23 d. "Class List" means a complete list of all Class Members that Defendant will  
24 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
25 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
26 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security  
27 number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is  
28 necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

1 e. "Class Notice" means the Notice of Class Action Settlement, substantially in  
2 the form attached hereto as "Exhibit A."

3 f. "Class Period" means the period from February 21, 2020 through the date of  
4 preliminary approval of the Settlement or November 18, 2025, whichever is earlier.

5 g. "Class Settlement" means the settlement and resolution of all Released Class  
6 Claims.

7 h. "Court" means the Superior Court of the State of California for the County of  
8 Los Angeles.

9 i. "Defendant's Counsel" means Philip Ewen and Michael R. Mauge of Musick,  
10 Peeler & Garrett LLP.

11 j. "Dispute" means a letter submitted by a Class Member disputing the number of  
12 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case  
13 name and number of the Class Action; (b) contain the Class Member's full name, signature, address,  
14 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)  
15 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to  
16 the Class Member and what the Class Member contends is the correct number; and (d) be returned by  
17 mail to the Settlement Administrator at the specified address, postmarked on or before the Response  
18 Deadline.

19 k. "Effective Date" means the following: (i) if no Settlement Class Member  
20 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if  
21 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first  
22 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or  
23 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final  
24 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting  
25 in final judicial approval of the Settlement.

26 l. "Employer Taxes" means the employer's share of taxes and contributions in  
27 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
28 in addition to the Gross Settlement Amount.

1 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in  
2 recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA  
3 Employees, and general release of claims, as set forth in Paragraph 15.

4 n. “Final Approval” means the determination by the Court that the Settlement is  
5 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

6 o. “Final Approval Hearing” means the hearing at which the Court will consider  
7 and determine whether the Settlement should be granted Final Approval.

8 p. “Final Approval Order and Judgment” means the order granting final approval  
9 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
10 Parties, and subject to approval by the Court.

11 q. “Gross Settlement Amount” means the amount of Four Million Nine Hundred  
12 Thousand Dollars and Zero Cents (\$4,900,00.00) to be paid by Defendant in full satisfaction of the  
13 Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and  
14 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement  
15 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes  
16 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-  
17 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
18 Settlement Amount is subject to increase, as provided in Paragraph 18.

19 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
20 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
21 calculated in accordance with Paragraph 20.

22 s. “Individual Settlement Payment” means the net payment of each Settlement  
23 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
24 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
25 Paragraph 21.

26 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
28 in accordance with Paragraph 18.

1           u.       “LWDA Payment” means the amount of Seventy-Five Thousand Dollars and  
2 Zero Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the  
3 LWDA under the PAGA Settlement, as set forth in Paragraph 15.

4           v.       “Net Settlement Amount” means the portion of the Gross Settlement Amount  
5 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
6 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and  
7 Settlement Administration Costs.

8           w.       “Notice of Objection” means a Settlement Class Member’s written objection to  
9 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)  
10 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of  
11 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection  
12 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other  
13 documents upon which the objection is based; and (e) be returned by mail to the Settlement  
14 Administrator at the specified address, postmarked on or before the Response Deadline.

15           x.       “PAGA Amount” means the allocation of One Hundred Thousand Dollars and  
16 Zero Cents (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five  
17 percent (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA  
18 Payment) and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed to the  
19 PAGA Employees (i.e., the PAGA Employee Amount).

20           y.       “PAGA Employee(s)” means all current and former hourly-paid and/or non-  
21 exempt employees who worked for Defendant in the State of California at any time during the PAGA  
22 Period.

23           z.       “PAGA Employee Amount” means the amount of Twenty-Five Thousand  
24 Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA  
25 Employees on a *pro rata* basis based on their Pay Periods.

26           aa.      “PAGA Period” means the period from February 13, 2023 through the date of  
27 preliminary approval of the Settlement or November 18, 2025, whichever is earlier.

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1           bb.     “PAGA Settlement” means the settlement and resolution of all Released PAGA  
2 Claims.

3           cc.     “Pay Periods” means the number of pay periods each PAGA Employee worked  
4 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.  
5 Pay Periods will be calculated by the Settlement Administrator.

6           dd.     “Preliminary Approval” means the date on which the Court enters the  
7 Preliminary Approval Order.

8           ee.     “Preliminary Approval Order” means the order granting preliminary approval  
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
10 the Court.

11          ff.     “Released Class Claims” means any and all claims which were alleged or which  
12 could have been reasonably alleged based on the factual allegations in the Class Operative Complaint,  
13 arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure  
14 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium  
15 payments, timely pay wages during employment and upon termination, provide accurate wage  
16 statements, and reimburse necessary business-related expenses in violation of California Labor Code  
17 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and  
18 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and  
19 Professions Code sections 17200, *et seq.*

20          gg.     “Released PAGA Claims” means any and all claims arising from any of the  
21 factual allegations in the PAGA Letter and the PAGA Operative Complaint, arising during the PAGA  
22 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code  
23 Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay  
24 overtime and minimum wages, provide compliant meal and rest periods and associated premium  
25 payments, timely pay wages during employment and upon termination, provide compliant wage  
26 statements, maintain complete and accurate payroll records, and reimburse necessary business-related  
27 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,  
28 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare

1 Commission Wage Order.

2 hh. “Released Parties” means Defendant and its current and former officers,  
3 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and  
4 assigns.

5 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating  
6 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
7 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number,  
8 and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
9 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
10 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

11 jj. “Response Deadline” means the deadline by which Class Members must submit  
12 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
13 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to  
14 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response  
15 Deadline will be extended to the next day on which the United States Postal service is open. The  
16 Response Deadline may also be extended by express agreement between Class Counsel and  
17 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
18 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
19 Response Deadline.

20 kk. “Settlement Administrator” means ILYM Group, Inc., or any other third-party  
21 class action settlement administrator agreed to by the Parties and approved by the Court for purposes  
22 of administering the Settlement. The Parties and their counsel each represent that they do not have  
23 any financial interest in the Settlement Administrator or otherwise have a relationship with the  
24 Settlement Administrator that could create a conflict of interest.

25 ll. “Settlement Administration Costs” means the costs payable from the Gross  
26 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
27 Paragraph 17.

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1 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
2 who do not submit a timely and valid Request for Exclusion.

3 nn. "Workweeks" means the number of weeks each Class Member worked for  
4 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.  
5 Workweeks will be calculated by the Settlement Administrator.

6 **CLASS CERTIFICATION**

7 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
8 Class.

9 12. The Parties agree that certification for the purpose of settlement is not an admission  
10 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
11 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
12 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
13 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
14 non-settlement context.

15 **TERMS OF THE AGREEMENT**

16 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
17 forth herein, the Parties agree, subject to the Court's approval, as follows:

18 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
19 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the  
20 Gross Settlement Amount (i.e., \$1,715,000.00 if the Gross Settlement Amount is \$4,900,000.00) and  
21 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
22 of the Actions, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both  
23 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work  
24 performed and any and all costs incurred by Class Counsel in connection with the litigation of the  
25 Actions, including without limitation all work performed and costs incurred to date, and all work to  
26 be performed and all costs to be incurred in connection with obtaining the Court's approval of this  
27 Settlement Agreement, including any objections raised and any appeals necessitated by those  
28 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this

1 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
2 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
3 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
4 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

5 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
6 motion by Plaintiff for an Enhancement Payment in the amount up to Fifteen Thousand Dollars and  
7 Zero Cents (\$15,000.00). The Enhancement Payment, which will be paid from the Gross Settlement  
8 Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a  
9 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be  
10 solely and legally responsible for correctly characterizing this compensation for tax purposes and for  
11 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form  
12 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment  
13 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the  
14 benefit of the Settlement Class Members.

15 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
16 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross  
17 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code  
18 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00,  
19 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00,  
20 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based  
21 on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e.,  
22 the Individual PAGA Payments).

23 16. Settlement Administration Costs. The Settlement Administrator will be paid for the  
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
25 which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These  
26 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,  
27 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,  
28 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms

1 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and  
2 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as  
3 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the  
4 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement  
5 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded  
6 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement  
7 Administrator to undertake the required settlement administration duties shall be reallocated to the Net  
8 Settlement Amount for the benefit of the Settlement Class Members.

9 17. Escalator Clause. Defendant has represented that the Class Members worked a total of  
10 126,182 Workweeks during the period from February 21, 2020 to September 11, 2025. If it is  
11 determined by the Settlement Administrator that the total number of Workweeks worked by the Class  
12 Members during the Class Period actually exceeds 126,182 by more than 10% (i.e., if the Workweeks  
13 exceed 138,800), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the  
14 percentage increase in the number of Workweeks worked by the Class Members above 10%. For  
15 example, if the number of Workweeks increases by 11% to 140,062 Workweeks, then the Gross  
16 Settlement Amount will increase by 1%.

17 18. Individual Settlement Share Calculations. Individual Settlement Shares will be  
18 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
19 Workweeks, as follows:

20 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
21 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
22 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
23 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be  
24 entitled to receive under the Class Settlement.

25 b. After Final Approval, the Settlement Administrator will divide the final Net  
26 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek  
27 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek  
28 Value to yield each Settlement Class Member's final Individual Settlement Share.

1           19.    Individual PAGA Payment Calculations. Individual PAGA Payments will be  
2 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
3 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
4 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the  
5 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period  
6 Value to yield each PAGA Employee's Individual PAGA Payment.

7           20.    Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
8 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
9 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
10 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
11 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
12 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
13 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
14 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
15 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross  
16 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
17 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

18           21.    Administration of Taxes by the Settlement Administrator. The Settlement  
19 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
20 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
21 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
22 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
23 taxes and other legally required withholdings to the appropriate government authorities.

24           22.    Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
25 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
26 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
27 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
28 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement

1 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class  
2 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties  
3 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class  
4 Members, and PAGA Employees should consult with their tax advisors concerning the tax  
5 consequences of any payment they receive under the Settlement.

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

1           24.    Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
2 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
3 are issued to the payee. It is expressly understood and agreed that payments made under this  
4 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee  
5 to additional compensation or benefits under any new or additional compensation or benefits, or any  
6 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,  
7 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased  
8 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding  
9 any contrary language or agreement in any benefit or compensation plan document that might have  
10 been in effect during the Class Period).

11           25.    Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
12 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of  
13 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement  
14 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
15 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to  
16 oppose the motion for preliminary approval of the Settlement consistent with this Settlement  
17 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval  
18 Order seeking the following:

- 19           a.       Conditionally certifying the Class for settlement purposes only;
- 20           b.       Granting Preliminary Approval of the Settlement;
- 21           c.       Preliminarily appointing Plaintiff as the representative of the Class;
- 22           d.       Preliminarily appointing Class Counsel as counsel for the Class;
- 23           e.       Approving as to form and content, the mutually-agreed upon and proposed  
24 Class Notice and directing its mailing by First Class U.S. Mail;
- 25           f.       Approving the manner and method for Class Members to request exclusion  
26 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 27           g.       Scheduling a Final Approval Hearing at which the Court will determine whether  
28 Final Approval of the Settlement should be granted.

1           26.    Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
2 Class Counsel shall notify the LWDA of the Settlement.

3           27.    Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
4 Defendant will provide the Class List to the Settlement Administrator.

5           28.    Notice by First-Class U.S. Mail.

6                a.       Within seven (7) calendar days after receiving the Class List from Defendant,  
7 the Settlement Administrator will perform a search based on the National Change of Address Database  
8 or any other similar services available, such as provided by Experian, for information to update and  
9 correct for any known or identifiable address changes, and will mail a Class Notice (in the form  
10 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,  
11 using the most current, known mailing addresses identified by the Settlement Administrator.

12               b.       Any Class Notice returned to the Settlement Administrator as undeliverable on  
13 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
14 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
15 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
16 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
17 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
18 calendar days.

19               c.       Compliance with the procedures described herein above shall constitute due and  
20 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
21 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
22 provide notice of the Settlement.

23           29.    Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an  
24 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to  
25 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the  
26 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
27 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute  
28 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data

1 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class  
2 Member, Defendant's records will be presumed to be correct and determinative of the dispute.  
3 However, if a Class Member produces information and/or documents to the contrary, the Settlement  
4 Administrator will evaluate the materials submitted by the Class Member and the Settlement  
5 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
6 the disputing Class Member should be credited with under the Settlement. The Settlement  
7 Administrator's decision on such disputes will be final and non-appealable.

8       30.   Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
9 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
12 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
13 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
14 submitted, and also identify the individuals who have submitted a timely and valid Request for  
15 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
17 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
18 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
19 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
20 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
21 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
22 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
23 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
24 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
25 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
26 submit a Request for Exclusion.

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1           31.    Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
2 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
3 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
4 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
6 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
7 and complete and which were not), and also attach them to a declaration that is to be filed with the  
8 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
9 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
10 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
11 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
12 whether they have submitted a Notice of Objection.

13           32.    Reports by the Settlement Administrator. The Settlement Administrator shall provide  
14 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
15 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
16 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
17 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
18 provide to counsel for the Parties any updated reports regarding the administration of the Settlement  
19 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
20 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a  
21 Dispute.

22           33.    Defendant's Right to Rescind. If more than fifteen percent (15%) of the Class  
23 Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the  
24 Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to  
25 Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of  
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following  
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
28 administration owed to the Settlement Administrator incurred up to that date.

1           34.    Certification of Completion. Upon completion of administration of the Settlement, the  
2 Settlement Administrator will provide a written declaration under oath to certify such completion to  
3 the Court and counsel for all Parties.

4           35.    Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final  
9 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
10 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
11 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
12 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final  
13 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 14           a.    Approval of the Settlement as fair, reasonable, and adequate, and directing  
15 consummation of its terms and provisions;
- 16           b.    Certification of the Settlement Class;
- 17           c.    Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 18           d.    Approval of the application for Enhancement Payment to Plaintiff;
- 19           e.    Directing Defendant to fund all amounts due under the Settlement Agreement  
20 and ordered by the Court; and
- 21           f.    Entering judgment in the Action, while maintaining continuing jurisdiction, in  
22 conformity with California Rules of Court 3.769 and the Settlement Agreement.

23           36.    Funding of the Gross Settlement Amount. No later than five (5) business days after  
24 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
25 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
26 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
27 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
28 unemployment insurance tax ID number, and other information requested by the Settlement  
Administrator, no later than five (5) business days after the Effective Date.

1           37.    Distribution of the Gross Settlement Amount. Within five (5) business days of the  
2 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
4 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class  
5 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set  
6 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
7 timely forward these to the appropriate government authorities.

8           38.    Settlement Checks. The Settlement Administrator will be responsible for undertaking  
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
10 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
11 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
12 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
13 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
14 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
15 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
16 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
17 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
18 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
19 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or  
20 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under  
21 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to  
22 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant  
23 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake  
24 amended and/or supplemental tax filings and reporting required under applicable local, state, and  
25 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment  
26 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement  
27 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA  
28 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the  
PAGA Settlement.

1           39.    Class Settlement Release. Upon the Effective Date and full funding of the Gross  
2 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,  
3 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
4 Released Class Claims.

5           40.    PAGA Settlement Release. Upon the Effective Date and full funding of the Gross  
6 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all  
7 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,  
8 relinquished, and discharged the Released Parties of all Released PAGA Claims.

9           41.    Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
10 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,  
11 and forever released, settled, compromised, relinquished, and discharged the Released Parties from  
12 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,  
13 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
14 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment  
15 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution  
16 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general  
17 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the  
18 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released  
19 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the  
20 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil  
21 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as  
22 follows:

23           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
24 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
25 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**  
26 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**  
27 **THE DEBTOR OR RELEASED PARTY.**

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

6           43.   Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
11 Settlement Agreement.

12           44.   Effects of Termination or Rescission of Settlement. Termination or rescission of the  
13 Settlement Agreement shall have the following effects:

14               a.       The Settlement Agreement shall be void and shall have no force or effect, and  
15 no Party shall be bound by any of its terms;

16               b.       In the event the Settlement Agreement is terminated, Defendant shall have no  
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
19 Administrator is notified that the Settlement has been terminated;

20               c.       The Preliminary Approval Order and Final Approval Order and Judgment,  
21 including any order certifying the Class, shall be vacated;

22               d.       The Settlement Agreement and all negotiations, statements, and proceedings  
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
24 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

25               e.       Neither this Settlement Agreement, nor any ancillary documents, actions,  
26 statements, or filings in furtherance of the Settlement (including all matters associated with the  
27 mediation) shall be admissible or offered into evidence in the Actions or any other action for any  
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and  
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
3 likewise be treated as void from the beginning.

4 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
7 of action or right herein released and discharged.

8 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
9 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
10 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

11 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
12 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
13 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
15 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
16 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure  
17 Section 1856(a), which provide that a written agreement is to be construed according to its terms and  
18 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic  
19 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement  
20 Agreement.

21 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
22 the Actions (including with respect to California Code of Civil Procedure Section 583.310), except  
23 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
24 Approval Hearing to be conducted by the Court.

25 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
26 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
27 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
28 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not

1 constitute a waiver of any other provision.

2 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
6 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
7 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
8 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
9 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
10 confidentiality provisions that otherwise might apply under state or federal law.

11 51. Signatories. It is agreed that because the members of the Class are so numerous, it is  
12 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
13 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
14 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
15 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
16 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
17 Member and PAGA Employee.

18 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
19 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
21 hereto will be governed by and interpreted according to the laws of the State of California.

22 54. Execution and Counterparts. This Settlement Agreement is subject only to the  
23 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
24 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
25 copies of the signature page, will be deemed to be one and the same instrument.

26 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
27 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived  
28 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking  
into account all relevant factors, present and potential. The Parties further acknowledge that they are

1 each represented by competent counsel and that they have had an opportunity to consult with their  
2 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if  
3 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the  
4 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the  
5 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

6 56. Invalidity of Any Provision. Before declaring any provision of this Settlement  
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
8 possible consistent with applicable precedents so as to define all provisions of this Settlement  
9 Agreement valid and enforceable.

10 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
11 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
12 to implement the Settlement.

13 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
14 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
15 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
16 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
17 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
18 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
19 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
20 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
21 construed as an admission or concession by Defendant of any such violations or failures to comply  
22 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
23 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
24 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
25 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
26 federal, state, local, or other applicable law.

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To Defendant:  
Philip Ewen  
p.ewen@musickpeeler.com  
Michael R. Mauge  
m.mauge@musickpeeler.com  
**MUSICK, PEELER & GARRETT LLP**  
333 South Hope Street, Suite 2900  
Los Angeles, California 90071  
Tel: (213) 629-7600 / Fax: (213) 624-1376

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF ELBA GARCIA**

*Elba Garcia*

Plaintiff Elba Garcia

Dated: 10/10/2025

**DEFENDANT SOUTH CENTRAL LOS ANGELES REGIONAL CENTER FOR DEVELOPMENTALLY DISABLED PERSONS, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Defendant South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.

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To Defendant:  
Philip Ewen  
p.ewen@musicckpeeler.com  
Michael R. Mauge  
m.mauge@musicckpeeler.com  
**MUSICK, PEELER & GARRETT LLP**  
333 South Hope Street, Suite 2900  
Los Angeles, California 90071  
Tel: (213) 629-7600 / Fax: (213) 624-1376

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF ELBA GARCIA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Elba Garcia

**DEFENDANT SOUTH CENTRAL LOS ANGELES REGIONAL CENTER FOR DEVELOPMENTALLY DISABLED PERSONS, INC.**

Dated: 10/15/25

Karnell Walker

Full Name: Karnell Walker  
Title: HR Director / LEGAL COMPLIANCE OFFICER  
On behalf of Defendant South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.

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**APPROVED AS TO FORM ONLY:**

Dated: 10/13/2025

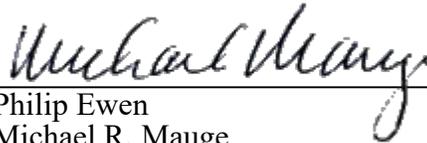
**BLACKSTONE LAW, APC**



Alexandra Rose  
*Attorneys for Plaintiff Elba Garcia  
and Proposed Class Counsel*

**MUSICK, PEELER & GARRETT LLP**

Dated: 10/16/2025



Philip Ewen  
Michael R. Mauge  
*Attorneys for Defendant South Central Los  
Angeles Regional Center for Developmentally  
Disabled Persons, Inc.*