

1 **G. “Effective Date”** means the later of: (a) if no timely objections are filed or if all
2 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an
3 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
4 or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal
5 in a way that does not alter the terms of the settlement.

6 **H. “Final Approval Order”** as used herein means the final formal judgment entered
7 by the Court granting final approval of this Agreement.

8 **I. “Individual PAGA Payments”** means payments made to the PAGA Group
9 Members from the Employee PAGA Amount that PAGA Group Members are eligible to receive
10 under the PAGA Settlement.

11 **J. “Individual Settlement Payments”** means payments made to the Settlement Class
12 Members from the Net Settlement Amount as part of the Settlement.

13 **K. “LWDA Letter”** means Plaintiff’s April 20, 2022 letter to the Labor and Workforce
14 Development Agency, pursuant to California Labor Code section 2699.3, providing notice of his
15 intention to seek civil penalties under the Private Attorneys General Act, California Labor Code
16 section 2698, et seq.

17 **L. “Net Settlement Amount”** means the Total Settlement Amount minus any Court-
18 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
19 Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiff, and
20 PAGA Penalties, and as provided in Sections VIII, IX, and XIV-XVII.

21 **M. “PAGA Group Members”** means all current and former hourly-paid or non-
22 exempt employees who worked for Defendants within the State of California at any time during
23 the PAGA Period (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

24 **N. “PAGA Penalties”** means the amount of Seventy-Five Thousand Dollars and Zero
25 Cents (\$75,000.00) from the Total Settlement Amount which will be allocated toward penalties
26 under the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which seventy-
27 five percent (75%) will be paid to the LWDA (i.e., the “LWDA Payment”), and twenty-five percent
28 (25%) will be distributed to the PAGA Group Members (i.e., the “Employee PAGA Amount”).

1 **O.** **“PAGA Period”** means the period from April 20, 2021 through either May 3, 2023
2 or the date on which the total Workweeks reaches 9,736, whichever date is earlier. The Settlement
3 Administrator will confirm the PAGA Period end date prior to mailing the Class Notice.

4 **P.** **“PAGA Settlement”** means the settlement and release of Released PAGA Claims.

5 **Q.** **“Plaintiff”** as used herein means Jordan Keith Helton.

6 **R.** **“Settlement”** means the disposition and agreement to resolve the Litigation.

7 **S.** **“Settlement Administrator”** means ILYM Group, Inc., the settlement
8 administrator selected by the Parties, and which will be responsible for the administration of the
9 Total Settlement Amount, as defined below, and all related matters. The Parties each represent that
10 they do not have any financial interest in the Settlement Administrator or otherwise have a
11 relationship with the Settlement Administrator that could create a conflict of interest.

12 **T.** **“Settlement Class Member”** means a Class Member who does not submit a timely
13 and valid Request for Exclusion.

14 **U.** **“Total Settlement Amount”** means the sum of Five Hundred Thousand Dollars and
15 Zero Cents (\$500,000.00), which shall be paid by Defendants, and from which all Individual
16 Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees and Litigation Costs
17 pursuant to Section XIV, Administration Costs pursuant to Section IX, Enhancement Payment
18 pursuant to Section XV, and PAGA Penalties pursuant to Section XVII shall be made, except as
19 provided herein.

20 **V.** **“Workweeks”** means the number of weeks that a Class Member worked for
21 Defendants as an hourly-paid or non-exempt employee in California during the Class Period, which
22 will be calculated by the Settlement Administrator based on information provided by Defendants
23 in the Class List as set forth in Section X.A.1. Each Class Member will be credited with at least
24 one (1) Workweek. A Workweek includes any week in which a Class Member had a time worked
25 entry in Defendants’ timekeeping system.

26 **II. BACKGROUND**

27 **A.** On April 20, 2022, Plaintiff sent a letter to the Labor and Workforce Development
28 Agency, pursuant to California Labor Code section 2699.3, providing notice of his intent to seek

1 civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et
2 seq., for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204,
3 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and
4 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001,
5 9-2001, and 16-2001 (“LWDA Letter”).

6 **B.** On July 12, 2022, Plaintiff filed Case No. 37-2022-00027268-CU-OE-CTL in San
7 Diego County Superior Court, which is a wage and hour class action against Defendants. In this
8 class action, Plaintiff alleges, *inter alia*, on behalf of himself and all others similarly situated, that
9 Defendants violated California state wage and hour laws and the California Business and
10 Professions Code Section 17200 *et seq.* as a result of Defendants’ California wage and hour policies
11 and practices. Specifically, Plaintiff alleged that Defendants violated the following provisions of
12 the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure to pay
13 overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant meal
14 periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide rest
15 periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
16 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
17 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
18 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
19 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
20 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
21 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

22 **C.** On July 12, 2022, Plaintiff filed Case No. 37-2022-00027280-CU-OE-CTL in San
23 Diego County Superior Court, alleging a single representative cause of action under the Private
24 Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) against Defendants.

25 **D.** In order to facilitate a global settlement of the Class Action and the PAGA Action,
26 on March 14, 2025, the Parties filed a Joint Stipulation to Consolidate the *Helton* Class Action
27 (Case No. 37-2022-00027268-CU-OE_CTL) and the *Helton* PAGA Action (Case No.
28 37*2022*00027280*CU-OE-CTL), which was entered by the Court on March 18, 2025.

1 **E.** Class Counsel conducted extensive investigation, discovery, review and analysis of
2 data and documents, and evaluation concerning the claims set forth in the Litigation.

3 **F.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
4 with Defendants concerning possible settlement of the claims asserted in the Litigation. These
5 good faith, arms-length negotiations resulted in settlement of the Litigation and are memorialized
6 in this Settlement Agreement after extensive negotiations about the terms and conditions of the
7 Settlement.

8 **G.** Class Counsel has conducted an investigation of the law and facts relating to the
9 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
10 involved, the defenses asserted by Defendants, the expense and time necessary to pursue the
11 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,
12 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits
13 to be received by Plaintiff and the members of the Class and State of California pursuant to this
14 Agreement, that a settlement with Defendants on the terms and conditions set forth herein is fair,
15 reasonable, adequate, and in the best interests of the Class and State of California. Plaintiff, on his
16 own behalf, on behalf of the Class, and as a private attorney general on behalf of the State of
17 California with respect to PAGA Members, has agreed to settle the Litigation with Defendants on
18 the terms set forth herein.

19 **H.** Defendants have concluded that, because of the substantial expense of defending
20 against the Litigation, the length of time necessary to resolve the issues presented herein, the
21 inconvenience involved, and the concomitant disruption to their business operations, it is in
22 Defendants' best interest to accept the terms of this Agreement. Defendants deny each of the
23 allegations and claims asserted against them in the Litigation. However, Defendants nevertheless
24 desire to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of
25 continuing litigation and for the purpose of putting to rest the controversies engendered by the
26 Litigation.

27 **I.** This Agreement is intended to and does effectuate the full, final, and complete
28 settlement of the allegations and claims set forth in Section II.A-D.

1 **III. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
3 Litigation includes claims that, while Defendants deny them in their entirety, would, if proven,
4 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
5 final approval of the Settlement and after the Court has ordered the entry of judgment, pursuant to
6 California Code of Civil Procedure Section 664.6 and California Rules of Court Rule 3.769, the
7 Court shall retain jurisdiction of the Litigation solely for the purpose of interpreting, implementing,
8 and enforcing this Settlement consistent with the terms set forth herein.

9 **IV. STIPULATION OF CLASS CERTIFICATION**

10 **A.** The Parties stipulate to the certification of the Class for purposes of settlement only.
11 This stipulation is contingent upon the preliminary and final approval and certification of the Class
12 only for purposes of settlement. Should the Settlement not become final, for whatever reason, the
13 fact that the Parties were willing to stipulate provisionally to class certification as part of the
14 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
15 whether a class should be certified in a non-settlement context in the Litigation. Defendants
16 expressly reserve the right to oppose class certification and/or proactively move to deny
17 certification should this Settlement be modified or reversed on appeal or otherwise not become
18 final.

19 **B.** The Parties agree that class certification pursuant to California Code of Civil
20 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
21 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
22 should be certified or given collective treatment in the Litigation or in any other action or
23 proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement
24 will be admissible in any court or other tribunal regarding the propriety of class certification or
25 collective treatment. In the event that this Agreement is not approved by the Court or any appellate
26 court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have
27 waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and
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1 Defendants will not be deemed to have waived, limited, or affected in any way any of their
2 objections or defenses in the Litigation.

3 **V. MOTION FOR PRELIMINARY APPROVAL**

4 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving
5 the Settlement including the Notice of Class Action and PAGA Settlement (“Class Notice”), which
6 is attached hereto as “**Exhibit A,**” and including certification of the Class for settlement purposes
7 only.

8 **B.** The date that the Court enters an order granting preliminary approval of the
9 Settlement will be the “Preliminary Approval Date.”

10 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement
11 and will provide Defendants’ counsel the opportunity to review it and provide input before it is
12 filed. Defendants agree that they will not oppose Plaintiff’s Motion for Preliminary Approval, nor
13 shall they seek to delay the hearing on this motion for more than thirty (30) days from the date
14 obtained by Plaintiff. This is a material term of the Settlement and any delay or opposition by
15 Defendants will be grounds for Plaintiff to withdraw from the Settlement.

16 **VI. STATEMENT OF NO ADMISSION**

17 **A.** Defendants completely deny any and all liability for any claim or cause of action
18 asserted in the LWDA Letter and the Litigation. This Agreement does not constitute, and is not
19 intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of
20 the allegations or claims made against them in the LWDA Letter and the Litigation.

21 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
22 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
23 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
24 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
25 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
26 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
27 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
28 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in

1 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
2 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
3 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
4 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
5 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
6 Agreement or any orders or judgments of the Court entered in connection with implementation of
7 this Agreement and/or the Settlement.

8 C. None of the documents produced or created by Plaintiff or the Class in connection
9 with settlement procedures constitute, and they are not intended to constitute, an admission by
10 either Plaintiff or Defendants regarding whether or not any violation of any federal, state, or local
11 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
12 equity has occurred.

13 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

14 **A. Release as to All Settlement Class Members.**

15 Upon the Effective Date and the full funding of the Total Settlement Amount and
16 Defendants' share of any employer-side payroll taxes, Plaintiff and all Settlement Class Members
17 waive, release, and discharge Defendants, and their present and former divisions, joint ventures,
18 affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees,
19 transferees, owners, members, investors, executors, representatives, administrators, fiduciaries,
20 assigns, subrogees, executors, profit sharing, savings, health and other employee benefits plans of
21 any nature, the successors of such plans and those plans' respective trustees, general and limited
22 partners, parents, subsidiaries, joint employers, attorneys, insurers, clients, customers, suppliers,
23 vendors, and related corporations (collectively, "Released Parties") of any and all wage-related
24 claims that were alleged in or which could have been alleged in the Class Action based on the
25 factual allegations in the Class Action, arising during the Class Period, including the following
26 claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant
27 to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged
28 failure to provide meal periods and/or pay meal period premiums pursuant to California Labor Code

1 sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to authorize and permit rest
2 periods and/or pay rest period premiums pursuant to California Labor Code sections 226.7 and 512
3 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to
4 California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5)
5 alleged failure to pay all wages owed at termination pursuant to California Labor Code sections
6 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during
7 employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged
8 failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226
9 and the IWC Wage Orders; (8) alleged failure to maintain requisite payroll records pursuant to
10 California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to reimburse all
11 necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the
12 IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections
13 17200, *et seq.* (collectively, “Released Class Claims”).

14 **B. Release as to State of California and PAGA Members.**

15 Upon the Effective Date and full funding of the Total Settlement Amount , Plaintiff, the
16 State of California, and PAGA Members waive, release, and discharge Released Parties of any and
17 all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act,
18 California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual
19 allegations and legal theories in the LWDA Letter and PAGA Action, for alleged violations of
20 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,
21 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage
22 Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 9-2001, and 16-2001 (collectively,
23 “Released PAGA Claims”).

24 **C. General Release by Plaintiff Only.**

25 In addition to the releases made in Section VII.A-B, upon the Effective Date and full
26 funding of the Total Settlement Amount, Plaintiff makes the additional following general release
27 of all claims, known or unknown. Plaintiff releases the Released Parties from all claims, demands,
28 rights, liabilities and causes of action of every nature and description whatsoever, known or

1 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
2 any state or federal statute, rule or regulation arising out of, relating to, or in connection with
3 Plaintiff's relationship with Defendants as well as any and all acts or omissions by or on the part of
4 Defendants, excluding only claims that, by law, may not be privately released. (The release set
5 forth in this Section VII.C shall be referred to hereinafter as the "General Release.")

6 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
7 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
8 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
9 or any other similar provision under federal or state law, which provides:

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

14 This release specifically excludes claims for unemployment insurance, disability, social security,
15 and workers compensation (with the exception of claims arising pursuant to California Labor Code
16 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
17 found hereafter to be other than or different from the facts now believed to be true, the release of
18 claims contained herein shall be effective as to all unknown claims.

19 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

20 **A. Consideration for This Agreement.**

21 As consideration for this Agreement, Defendants will make a payment that totals the Total
22 Settlement Amount of \$500,000.00. The payment of the Total Settlement Amount represents full
23 and complete settlement of this matter. The Total Settlement Amount includes all attorneys' fees
24 and costs, administration costs, enhancement award to the class and PAGA representative, and
25 PAGA Penalties. The balance of the Total Settlement Amount, after deduction of attorneys' fees
26 and costs, administration costs, PAGA Penalties, and the enhancement award, will be the Net
27 Settlement Amount. Defendants' employer payroll taxes and contributions in connection with the
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1 wages portion of the Settlement (“Employer Taxes”) shall be paid separately and in addition to the
2 Total Settlement Amount.

3 **B. Potential Cut off to the Class Period.**

4 Defendants originally represented that there were 8,850 Workweeks for the period from
5 July 12, 2018 through May 8, 2023 (“relevant time period”). If the number of Workweeks during
6 the Class Period increases beyond ten percent (10%) of 8,850, i.e., there is total of more than 9,735
7 Workweeks (“Workweeks Threshold”), the Class Period shall be cut off as of the date the total
8 Workweeks reach 9,736.

9 **IX. SETTLEMENT ADMINISTRATOR**

10 Plaintiff and Defendants, through their respective counsel, have selected ILYM Group,
11 Inc. as a Settlement Administrator to administer the Settlement, which includes but is not limited to
12 distributing and responding to inquiries about the Class Notice, determining the timeliness, validity,
13 and/or completion of any objections, Requests for Exclusion, and/or Workweeks Disputes, posting
14 copies of the Settlement Agreement and Final Approval Order on its website, and calculating all
15 amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement
16 Administrator, estimated to be no more than \$6,000.00 will be paid from the Total Settlement
17 Amount. Any charges and expenses of the Settlement Administrator greater than the allocated
18 \$20,000.00 will be paid from the Total Settlement Amount. If the actual Administration Costs
19 awarded are less than the amount provided herein, the difference will be part of the Net Settlement
20 Amount. The Parties agree that this Agreement may be provided to the Settlement Administrator
21 to effectuate its implementation of the settlement procedures herein.

22 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

23 **A. Notice to the Class.**

24 Plaintiff and Defendants, through their respective attorneys, have jointly prepared the Class
25 Notice, which in substance will be provided to the Class Members as follows:

26 1. As soon as practicable following preliminary approval of the Settlement, but
27 no later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendants will
28 provide to the Settlement Administrator the following information for each Class Member: (1) full

1 name; (2) last known address; (3) last known telephone number; (4) the number of Workweeks
2 worked during the Class Period; (5) number of Workweeks during the PAGA Period; (6) Social
3 Security number; and (7) last known email address (collectively, "Class List"). Defendants further
4 agree to consult with the Settlement Administrator prior to the production date to ensure that the
5 format will be acceptable to the Settlement Administrator. Plaintiff's Counsel shall also receive a
6 redacted Class List that shall only disclose an identification number attributed to each Class
7 Member and their associated Workweeks during the Class Period and PAGA Period.

8 2. The Settlement Administrator shall run all the addresses provided through
9 the United States Postal Service NCOA database (which provides updated addresses for any
10 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
11 forwarding address) to obtain current address information, and shall mail the Class Notice to the
12 Class Members via first-class U.S. Mail using the most current mailing address information
13 available, within ten (10) calendar days of the receipt of the Class List from Defendant.

14 3. The Class Notice will include information regarding the nature of the
15 Litigation; a summary of the terms of the Settlement; the definition of the Class; a statement that
16 the Court has preliminarily approved the Settlement; the nature and scope of the claims being
17 released; the procedure and time period for objecting to the Class Settlement, the date and location
18 of the Final Approval Hearing; information regarding the procedure for opting out of the Class
19 Settlement; the number of Workweeks credited to each Class Member and the procedure for
20 disputing the number of Workweeks credited; and the estimated Individual Settlement Payment for
21 the Class Member.

22 4. If a Class Notice is returned as undeliverable within thirty (30) calendar days
23 after the initial mailing, the Settlement Administrator will perform a skip trace in an attempt to
24 locate a more current address within three (3) business days of receipt of the returned mail. If the
25 Settlement Administrator is successful in locating an updated address, it will re-mail the Class
26 Notice to the Class Member as soon as possible. Further, any Class Notices returned with a
27 forwarding address to the Settlement Administrator before the Response Deadline, shall be re-
28 mailed to the forwarding address affixed thereto.

1 5. Class Members will be given sixty (60) calendar days after the Class Notice
2 is initially mailed to the Class Members to submit Workweeks Disputes, Requests for Exclusion,
3 and/or written objections (“Response Deadline”). With respect to any Class Notice that is re-
4 mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed will be
5 extended an additional fifteen (15) calendar days from the original Response Deadline.

6 6. No later than twenty-five (25) calendar days before the Final Approval
7 Hearing, the Settlement Administrator shall provide counsel for Defendants and Class Counsel with
8 a declaration attesting to the completion of the settlement notice administration process, including
9 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices,
10 as well as the number of Workweeks Disputes, Requests for Exclusion, and objections received.

11 **B. Objections.**

12 Class Members who do not submit a Request for Exclusion may object to the Class
13 Settlement. To object to the Class Settlement, a Settlement Class Member may send a written
14 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
15 submitting a written objection to the Class Settlement. The Settlement Class Member may appear
16 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
17 present his or her objection directly to the Court. However, any attorney who will represent an
18 objector must file a notice of appearance with the Court and serve Class Counsel and Defendants’
19 counsel no later than the Response Deadline. A written objection to the Class Settlement must: (1)
20 contain the case name and number of the Litigation; (2) contain the Settlement Class Member’s full
21 name, address, telephone number, and signature, and last four digits of his or her Social Security
22 number; (3) clearly state the grounds for the objection; (4) state whether the Settlement Class
23 Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
24 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the
25 Class Settlement, the Class Member will remain a Settlement Class Member and if the Court
26 approves this Agreement, the Settlement Class Member will be bound by the terms of the Class
27 Settlement in the same way and to the same extent as a Settlement Class Member who does not
28 object to the Class Settlement. The date of mailing of the Class Notice to the objecting Settlement

1 Class Member shall be conclusively determined according to the records of the Settlement
2 Administrator. The Court retains final authority with respect to the consideration and admissibility
3 of any objections to the Class Settlement from Settlement Class Members. The Class Notice shall
4 contain instructions on how to object to the Class Settlement.

5 **C. Opportunity to Be Excluded from the Class Settlement.**

6 1. In order for any Class Member to validly exclude himself or herself from the
7 Class Settlement (i.e., to validly opt out of the Class Settlement), a written request for exclusion
8 from the Class Settlement (“Request for Exclusion”) must: (1) contain the case name and number
9 of the Litigation; (2) contain the Class Member’s full name, address, telephone number, and last
10 four digits of his or her Social Security number; (3) be signed by the Class Member or his or her
11 authorized representative; (4) contain a clear statement that the Class Member requests to be
12 excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked
13 by no later than the Response Deadline. The Class Notice shall contain instructions on how to opt
14 out.

15 2. The date of the initial mailing of the Class Notice, and the date the signed
16 Request for Exclusion was postmarked, shall be conclusively determined according to the records
17 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for
18 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
19 Settlement, and will not have any right to object, appeal, or comment thereon.

20 3. Any Class Member who does not submit a timely and valid Request for
21 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
22 accordance with this Settlement. All PAGA Group Members shall be bound to the PAGA
23 Settlement regardless of their decision to participate in the Class Settlement.

24 **D. Cooperation.**

25 The Parties and their respective counsel agree not to encourage members of the Class to opt
26 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
27 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
28 of the Settlement and the Class Member’s options with respect to the Settlement.

1 **XI. WORKWEEKS DISPUTE PROCEDURE**

2 **A.** If a Class Member and/or PAGA Group Member disputes the number of Workweeks
3 credited to him or her for the Class Period and/or PAGA Period, which will be set forth in the Class
4 Notice, he or she must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case
5 name and number of the Litigation; (2) contains the Class Member’s full name, address, telephone
6 number, signature, and last four digits of his or her Social Security number; (3) contains a statement
7 setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she
8 contends is correct and attaches any relevant documentation in support thereof; and (4) is submitted
9 to the Settlement Administrator by mail, postmarked no later than the Response Deadline. If a Class
10 Member and/or PAGA Group Member does not dispute his or her number of Workweeks, the
11 number of Workweeks set forth in the Class Notice will govern the Individual Settlement Payment
12 to the Class Member and/or the Individual PAGA Payment to the PAGA Group Member, and such
13 individual need not take further action to participate in the Settlement.

14 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
15 consultation with Class Counsel and counsel for Defendants, will review the pertinent records
16 showing the dates the Class Member worked for Defendants in California and the number of
17 Workweeks worked, which records Defendants agree to make available to the Settlement
18 Administrator and Class Counsel.

19 **C.** After consulting with Class Counsel and counsel for Defendants, the Settlement
20 Administrator shall compute the number of Workweeks to be used in computing the Class
21 Member’s *pro rata* share of the Net Settlement Amount and the PAGA Group Members’ *pro rata*
22 share of the Employee PAGA Amount. In the event that there is a disparity between the number
23 of Workweeks a Class Member claims he or she worked during the Class Period and/or number of
24 Workweeks a PAGA Group Member claims he or she worked during the PAGA Period and the
25 number of Workweeks indicated by Defendants’ records, Defendants’ records will control unless
26 inconsistent with records provided by the Class Member and/or PAGA Group Member (or bona
27 fide copies thereof), in which case the records provided by the Class Member and/or PAGA Group
28 Member will control. The Settlement Administrator’s decision as to the number of Workweeks to

1 be credited to a Class Member and/or PAGA Group Member shall be final and non-appealable.
2 The Settlement Administrator shall send written notice of the decision on any such dispute to the
3 Class Member and/or PAGA Group Member, to Class Counsel, and counsel for Defendants within
4 ten (10) calendar days of receipt of the Workweeks Dispute.

5 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

6 **A. Formula for Calculating Individual Settlement Payments.**

7 Settlement Class Members (i.e., Class Members who do not submit a timely and valid
8 Request for Exclusion) will receive a lump sum payment as good and valuable consideration for
9 the waiver and release of Released Class Claims set forth in Section VII.A, above, in an amount
10 determined by the Settlement Administrator in accordance with the provisions of this Agreement.

11 Each Settlement Class Member's Individual Settlement Payment will be determined as follows:

12 1. The Settlement Administrator will calculate the number of Workweeks of
13 each Settlement Class Member during the Class Period and include this information in the Class
14 List.

15 2. The value of each Workweek shall be determined by the Settlement
16 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
17 Settlement Class Members ("Class Workweek Point Value").

18 3. Each Settlement Class Member's individual Workweeks will be multiplied
19 by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment.
20 Individual Settlement Payments for each Settlement Class Member will be reduced by any required
21 legal deductions for the employee's share of taxes and withholdings on the wages portion of the
22 Individual Settlement Payments.

23 **B. Formula for Calculating Individual PAGA Payments.**

24 PAGA Group Members will receive a lump sum payment as good and valuable
25 consideration for the waiver and release of Released PAGA Claims set forth in Section VII.B,
26 above, in an amount determined by the Settlement Administrator in accordance with the provisions
27 of this Agreement. Each PAGA Group Member's Individual PAGA Payment will be determined
28 as follows:

1 1. The Settlement Administrator will calculate the number of Workweeks of
2 each PAGA Group Member during the PAGA Period (“PAGA Workweeks”) and include this
3 information in the Class List.

4 2. The value of each PAGA Workweek shall be determined by the Settlement
5 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks
6 of all PAGA Group Members (“PAGA Workweek Point Value”).

7 3. Each PAGA Group Member’s individual PAGA Workweeks will be
8 multiplied by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.

9 **C. Funding of Settlement.**

10 Within thirty (30) calendar days following the Effective Date, Defendants will deposit the
11 Total Settlement Amount into an interest-bearing account established by the Settlement
12 Administrator for administration of the Settlement. At no time prior to the Effective Date shall
13 Defendants be required to escrow any portion of the Total Settlement Amount.

14 **D. Time for Distribution.**

15 1. The Settlement Administrator shall distribute the Court-approved Attorney’s
16 Fees and Litigation Costs to Class Counsel, Court-approved Enhancement Payment to Plaintiff,
17 Court-approved Administration Costs to the Settlement Administrator, LWDA Payment to the
18 LWDA, Individual Settlement Payments to Settlement Class Members, and the Individual PAGA
19 Payments to PAGA Group Members within ten (10) calendar days following the full funding of the
20 Settlement.

21 2. If an Individual Settlement Payment and/or Individual PAGA Payment
22 check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days
23 of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid
24 mailing address by performing a skip trace search and, if another address is identified, shall mail
25 the check to the newly identified address. The Settlement Administrator may, at its discretion,
26 distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single
27 check that combines both payments (if applicable).

28 3. Any checks issued by the Settlement Administrator to Settlement Class

1 Members and PAGA Group Members will be valid and negotiable for one hundred and eighty (180)
2 days after issuance, and thereafter, the checks will be cancelled. All funds associated with such
3 cancelled checks will be transmitted by the Settlement Administrator to the State of California's
4 Controller's Office Unclaimed Property Division, in the name of the Settlement Class Member
5 and/or PAGA Member and in the amount of his or her respective Individual Settlement Payment
6 and/or Individual PAGA Payment.

7 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

8 The amounts paid under this Agreement do not represent a modification of any previously
9 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
10 Defendants. Such amounts will not form the basis for additional contributions to, benefits under,
11 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
12 Defendants' policies or bonus programs. Any payments made under the terms of this Settlement
13 shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages,
14 or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus
15 program. Defendants retains the right to modify the language of their benefit plan, policies, and
16 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
17 Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring
18 term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting,
19 benefit accrual, or any other purpose, and that additional contributions or benefits are not required
20 by this Settlement.

21 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

22 Defendants shall not oppose an application by Class Counsel for an amount up to thirty-
23 five percent (35%) of the Total Settlement Amount (i.e., \$175,000.00, if the Total Settlement
24 Amount is \$500,000.00) for all past and future attorneys' fees necessary to prosecute, settle, and
25 administer the Litigation and this Settlement ("Attorneys' Fees"). Additionally, Defendants shall
26 not oppose an application by Class Counsel for an amount up to thirty thousand dollars
27 (\$30,000.00), subject to proof, for all past and future litigation costs and expenses necessary to
28 prosecute, settle, and administer the Litigation and the Settlement ("Litigation Costs"). Any

1 Attorneys' Fees or Litigation Costs awarded to Class Counsel by the Court as part of the Settlement
2 shall be deducted from the Total Settlement Amount for the purpose of determining the Net
3 Settlement Amount. The "future" aspect of these amounts includes, without limitation, all time
4 and expenses expended by Class Counsel in implementing the Settlement and securing preliminary
5 and final approval (including any appeals therein). There will be no additional consideration paid
6 by Defendants for such work; although such work may cause Class Counsel's lodestar to increase,
7 Class Counsel will be limited to the Attorneys' Fees and Litigation Costs provided for under the
8 Settlement. The Attorneys' Fees and Litigation Costs shall include all attorneys' fees, litigation
9 costs, and expenses for which Plaintiff and Class Counsel could claim under any legal theory
10 whatsoever with respect to the Litigation. Within ten (10) calendar days following the full funding
11 of the Settlement, the Settlement Administrator shall disburse payment to Class Counsel from the
12 Total Settlement Amount for the Court-approved Attorneys' Fees and Litigation Costs. Should the
13 Court approve a lesser percentage or amount of Attorneys' Fees and/or Litigation Costs than the
14 amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall be
15 part of the Net Settlement Amount to be distributed to Settlement Class Members on a *pro rata*
16 basis.

17 **XV. ENHANCEMENT PAYMENT TO PLAINTIFF**

18 Defendants shall not oppose an application by Plaintiff, and Plaintiff shall not seek or
19 receive an amount in excess of \$5,000.00 for his participation in and assistance with the Litigation
20 ("Enhancement Payment"). Any Enhancement Payment awarded to Plaintiff by the Court as part
21 of the Settlement shall be deducted from the Total Settlement Amount for the purpose of
22 determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court
23 approves an Enhancement Payment of less than \$5,000.00 to Plaintiff, then the unapproved portion
24 or portions shall be part of the Net Settlement Amount to be distributed to Settlement Class
25 Members on a *pro rata* basis.

26 **XVI. TAXATION AND ALLOCATION**

27 **A.** The Parties agree that all employees' share of employment taxes and other legally
28 required withholdings will be withheld from payments to the Settlement Class Members and

1 Plaintiff based on the Parties' stipulated allocation of the Net Settlement Amount as provided for
2 in this Section.

3 **B.** In Defendants' sole discretion, and to which Plaintiff and Class Counsel do not
4 object, the amount of federal income tax withholding will be based upon a flat withholding rate for
5 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
6 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
7 withholding codes or regulations.

8 **C.** For withholding tax characterization purposes and payment of taxes, the Individual
9 Settlement Payments to Settlement Class Members shall be deemed twenty percent (20%) wages
10 and eighty percent (80%) penalties, interest, and non-wage damages.

11 **D.** For withholding tax characterization purposes and payment of taxes, the Individual
12 PAGA Payments to PAGA Group Members shall be deemed one hundred percent (100%) penalties.

13 **E.** Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
14 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement,
15 by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other
16 applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section
17 may be modified in a manner to bring Defendants into compliance with any such changes.

18 **F.** The employer's share of payroll taxes and contributions on the wages portion of
19 Individual Settlement Payments will be paid by Defendants in addition to and not as a deduction
20 from the Total Settlement Amount.

21 **XVII. PAGA ALLOCATION**

22 In order to implement the terms of this Settlement and to settle claims alleged under the
23 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
24 allocate \$75,000.00 from the Total Settlement Amount as penalties authorized by the PAGA
25 ("PAGA Penalties"). Seventy-five percent (75%), which is \$56,250.00 of the PAGA Penalties will
26 be distributed to the Labor and Workforce Development Agency ("LWDA Payment") and twenty-
27 five percent (25%), which is \$18,750.00 of the PAGA Penalties will be distributed on a *pro-rata*
28 basis to the PAGA Group Members ("Employee PAGA Amount"). Plaintiff's Counsel will provide

1 notice to the LWDA of the fact that the Settlement has been approved by the Court along with a
2 copy of the Final Approval Order through the appropriate LWDA/DIR website. PAGA Group
3 Members will be issued their Individual PAGA Payments regardless of their decision to opt-out of
4 the Class Settlement.

5 **XVIII. COURT APPROVAL**

6 **A.** This Agreement and the Settlement is contingent upon final approval by the Court
7 and entry of judgment. Plaintiff and Defendants agree to take all steps as may be reasonably
8 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
9 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
10 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
11 respects. Plaintiff and Defendants expressly agree that they will not file any objection to the terms
12 of the Settlement or assist or encourage any person or entity to file any such objection.

13 **B.** Class Counsel will file unopposed motions and memoranda in support thereof for
14 Final Approval of the Settlement and the following payments in accord with the terms of the
15 Settlement: (1) Attorneys' Fees to Class Counsel; (2) Litigation Costs to Class Counsel; (3)
16 Administration Costs to the Settlement Administrator; (4) the Enhancement Payment to Plaintiff;
17 and (5) PAGA Penalties. Class Counsel will also move the Court for an order of Final Approval
18 (and associated entry of Judgment) releasing and barring any Released Claims of the Settlement
19 Class Members and the PAGA Released Claims of the PAGA Group Members. Class Counsel will
20 provide counsel for Defendants with an opportunity to review and approve the Final Approval
21 Motion papers before filing such papers with the Court.

22 **C.** If the Court denies Final Approval of the Settlement with prejudice, or if the Court's
23 Final Approval of the Settlement is reversed or materially modified on appellate review, then this
24 Settlement will become null and void. If that occurs, the Parties will have no further obligations
25 under the Settlement, including any obligation by Defendants to pay the Total Settlement Amount
26 or any amounts that otherwise would have been owed under this Agreement. Further, should this
27 occur, the Parties agree they shall be equally responsible for the Settlement Administrator's
28 Administration Costs through that date. An award by the Court of a lesser amount than sought by

1 Plaintiff and Class Counsel for the Enhancement Payment and the Attorney’s Fees and Costs will
2 not constitute a material modification to the Settlement within the meaning of this paragraph.

3 **D.** Upon Final Approval of the Settlement, Class Counsel shall present to the Court a
4 proposed Final Approval Order, approving the Settlement and entering Judgment in accordance
5 therewith. Such entry of final Judgment shall operate to permanently bar and enjoin all Class
6 Members (excluding those who submit a valid and timely Request for Exclusion) from instituting,
7 commencing, prosecuting, or pursuing, either directly or in any other capacity, any of the claims,
8 damages, causes of action, or claims for Attorneys’ Fees asserted in the Action or identified as
9 Released Claims in this Agreement. Notwithstanding the entry of final judgment in the Actions,
10 the Court shall retain jurisdiction to interpret and enforce this Stipulation of Settlement pursuant to
11 California Code of Civil Procedure section 664.6 and California Rules of Court Rule 3.769. After
12 entry of Judgment, the Court shall have continuing jurisdiction over the Class Action for purposes
13 of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and
14 (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable
15 law.

16 **E.** Except as to Class Members who timely submit a timely and valid Request for
17 Exclusion, the Preliminary Approval Order and Final Approval Order and Judgment will contain
18 provisions enjoining Plaintiff and the Class Members from prosecuting the claims released herein
19 and enjoining Plaintiff and the Class Members from initiating or continuing other proceedings
20 regarding the claims released herein, including but not limited to filing any claims for monetary
21 relief of the Released Class Claims before the Division of Labor Standards and Enforcement
22 (“DLSE”) or in any forum whatsoever. Inclusion of these provisions in the Preliminary Approval
23 Order and Final Approval Order and Judgment is a material part of the consideration for this
24 Settlement. After approval of the Motion for Final Approval at the Final Approval Hearing and
25 upon receipt of the final payment, the Settlement Class Members and Plaintiff each release the
26 Released Parties, and each of them, of and from any and all of the Released Class Claims.

27 **F.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the
28 Judgment such that there is a material modification to the Settlement, and that court’s decision is

1 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
2 this Settlement will become null and void and the Parties will have no further obligations under it.
3 A material modification would include, but not necessarily be limited to, any alteration of the Total
4 Settlement Amount.

5 **XIX. MISCELLANEOUS PROVISIONS**

6 **A. Interim Stay of Litigation.**

7 Plaintiff and Defendants agree to the stay of all proceedings in the Litigation, including with
8 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
9 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

10 **B. Interpretation of the Agreement.**

11 This Agreement constitutes the entire agreement between Plaintiff and Defendants. Except
12 as expressly provided herein, this Agreement has not been executed in reliance upon any other
13 written or oral representations or terms, and no such extrinsic oral or written representations or
14 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties
15 agree that this Agreement is to be construed according to its terms and may not be varied or
16 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
17 of the State of California, both in its procedural and substantive aspects, without regard to its
18 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
19 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
20 for the County of San Diego, and Plaintiff and Defendants hereby consent to the personal
21 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
22 behalf of the Class, and on behalf of the State of California pursuant to PAGA, and Defendants
23 participated in the negotiation and drafting of this Agreement and had available to them the advice
24 and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim that
25 any ambiguity in this Agreement should be construed against the other. The terms and conditions
26 of this Agreement constitute the exclusive and final understanding and expression of all agreements
27 between Plaintiff and Defendants with respect to the Settlement.

28 **C. Further Cooperation.**

1 Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare
2 and execute all documents, to seek the necessary approvals from the Court, and to do all things
3 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

4 **D. Confidentiality of Documents and Information.**

5 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
6 of all documents and other information obtained in the Litigation that were specifically designated
7 as confidential at the time they were produced (formally or informally) in the Litigation, unless
8 ordered to be disclosed by the Court or by a subpoena.

9 **E. Neutral Employment Reference.**

10 Defendants agree that they will adopt a neutral reporting policy regarding any future
11 employment references related to Plaintiff. In the event that any potential or future employers of
12 Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only
13 provide Plaintiff's dates of employment and job titles during employment. Defendants shall not
14 refer to the Litigation or this Settlement.

15 **F. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, either
17 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
18 considered one and the same instrument and all of which will be considered duplicate originals.

19 **G. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this
21 Agreement on behalf of the Party for whom or which that individual signs.

22 **H. No Third-Party Beneficiaries.**

23 Plaintiff, Settlement Class Members, PAGA Group Members, the LWDA, Defendants, and
24 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
25 beneficiaries.

26 **I. Modification.**

27 Before this Agreement has been submitted to the Court in connection with seeking
28 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a

1 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
2 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
3 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
4 Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in
5 this Agreement may be modified by agreement of counsel for the Parties in writing without
6 approval by the Court if the Parties agree and cause exists for such modification. This Agreement
7 may not be discharged except by performance in accordance with its terms or by a writing signed
8 by the Parties.

9 **J. Deadlines Falling on Weekends or Holidays.**

10 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
11 legal holiday, that deadline shall be continued until the following business day.

12 **K. California Law Governs.**

13 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
14 according to the laws of the State of California.

15 **L. Severability.**

16 In the event that any one or more of the provisions contained in this Agreement shall for
17 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
18 unenforceability shall in no way effect any other provision if Defendants' counsel and Class
19 Counsel, on behalf of the Parties, the Settlement Class, State of California, and PAGA Group
20 Members, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
21 had never been included in this Agreement.

22 **M. Binding on Successors and Assigns.**

23 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
24 or assigns of the Parties hereto, as previously defined.

25 **N. Waiver.**

26 No waiver of any condition or covenant contained in this Settlement Agreement or failure
27 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
28 a further waiver by such party of the same or any other condition, covenant, right or remedy.

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O. Representation by Counsel.

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

P. Binding Agreement.

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

IT IS SO AGREED:

10/01/2025
Date: _____, 2025

Jordan Keith Helton

Jordan Keith Helton (Oct 1, 2025 11:28:34 PDT)

Jordan Keith Helton, *Plaintiff*

Date: October 17, 2025, 2025

DocuSigned by:
Don Gurley

Amee Bay LLC, *Defendant*

Name: Don Gurley
Position: President

Date: October 17, 2025, 2025

DocuSigned by:
Matthew Hales

Three Saints Bay, LLC, *Defendant*

Name: Matthew Hales
Position: Chief Executive Officer

APPROVED AS TO FORM:

10/01/2025
Date: _____, 2025

PARKER & MINNE, LLP

S. Emi Minne

S. Emi Minne
Attorneys for Plaintiff and Proposed Class Counsel

1 Date: October 17, 2025

**PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP**

2
3 *Marie Burke Kenny*

4 Marie Burke Kenny
5 *Attorneys for Defendants*

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