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Attorneys for Plaintiffs, MANUEL HERNANDEZ
and MARIA R. CASTILLO VICARIO on behalf of themselves
and all others similarly situated and aggrieved

(Attorneys for Defendant Thibiant International, Inc. Listed on the Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MANUEL HERNANDEZ and MARIA R.
CASTILLO VICARIO, as individuals and on
behalf of all others similarly situated,

Plaintiff,

v.

THIBIANT INTERNATIONAL, INC., a
California corporation; LEGENDARY
STAFFING, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV22067

[Assigned for all purposes to the Hon.
Samantha P. Jessner in Dept. 7]

**CLASS AND REPRESENTATIVE
ACTION**

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: June 11, 2021

Trial Date: None set

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Attorneys for Defendant, THIBIANT INTERNATIONAL, INC.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Manuel Hernandez and Maria R. Castillo Vicario (collectively “Plaintiffs”)
3 individually and on behalf of the Settlement Class, on the one hand; and Defendant Thibiant
4 International, Inc. (“Defendant Thibiant”). The Agreement refers to Plaintiffs and Defendant
5 Thibiant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
8 Defendant Thibiant, captioned *Manuel Hernandez et. al. v. Thibiant International Inc. et al.*,
9 Case No. 21STCV22067, initiated on June 11, 2021, and pending in Superior Court of the State
10 of California, County of Los Angeles and Plaintiffs’ representative action seeking PAGA civil
11 penalties against Defendant Thibiant, captioned *Manuel Hernandez et. al. v. Thibiant*
12 *International Inc. et al.*, Case No. 21STCV42402, initiated on November 17, 2021 and pending
13 in the Superior Court of the State of California, County of Los Angeles.

14 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”) the neutral entity the Parties have
15 agreed to appoint to administer the Settlement.

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

20 1.4. “Aggrieved Employee” means a person currently or formerly directly employed by
21 Defendant Thibiant as non-exempt, hourly-paid employees in California at any time during the
22 PAGA Period.

23 1.5. “Class” means all persons currently or formerly directly employed by Defendant Thibiant
24 as hourly-paid, non-exempt in California at any time during the Class Period.

25 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
26 P.C.

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

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

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

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

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

1.12. “Class Period” means the period from March 1, 2021 through October 24, 2022.

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

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

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant Thibiant” means named defendant Thibiant International, Inc.

1.17. “Defense Counsel” means Howard M. Knee and Caroline P. Donelan of Blank Rome LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$480,000.00 (Four Hundred and Eighty Thousand Dollars and Zero Cents) which is the total amount Defendant Thibiant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Except as set forth herein, the Parties shall each bear their own attorneys’ fees and costs associated with the negotiation and execution of this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, PAGA Penalties (including the Individual PAGA Payments and LWDA PAGA Payments), the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant Thibiant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from June 21, 2020 through the end of the Class Period.

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

1.33. “PAGA Notice” means plaintiffs’ June 21, 2021 letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$36,000.00) and the 75% to the LWDA (\$12,000.00) in settlement of PAGA claims.

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

1.36. “Plaintiffs” means Manuel Hernandez and Maria R. Castillo Vicario the named plaintiffs in the Action.

1.37. “Plaintiffs’ General Release” means the claims being released as described in Paragraph 5.1 below.

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

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

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

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

1.42. “Released Parties” means: Defendant Thibiant and each of its former, present and future owners, shareholders, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, board and committee members, managers, employees, consultants, partners, shareholders, affiliates, joint venturers, agents, mandatories, advisors, predecessors, successors, assigns, accountants, lenders, equity or bond holders, insurers, reinsurers, and/or legal representatives.

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

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.46. “Workweek” means any week during which a Class Member was directly employed by and worked for Defendant Thibiant in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

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1 **2. RECITALS**

2 2.1. On June 11, 2021, Plaintiffs commenced this Action by filing a Complaint alleging causes
3 of actions against Defendants Thibiant and Legendary Staffing, Inc. (“Defendant Legendary”)
4 for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide
5 meal periods, or compensation in lieu thereof; (4) failure to provide rest periods, or compensation
6 in lieu thereof; (5) failure to pay due wages at separation from employment; (6) failure to provide
7 compliant wage statements; (7) failure to timely pay wages; (8) failed to reimburse employees
8 for business expenses; and (9) engaging in unfair competition (“Class Action”). The complaint
9 filed in the Class Action is the operative complaint for purposes of the release of class claims in
10 this Settlement and shall be referred to herein as the “Class Action Operative Complaint.”

11 2.2. On June 22, 2021, Plaintiffs filed a notice with the Labor Workforce and Development
12 Agency (“LWDA”) under Labor Code § 2699.3, and served on Defendants, stating an intention
13 to seek civil penalties against Defendants (“PAGA Notice”).

14 2.3. On November 17, 2021, Plaintiffs filed a separate representative PAGA Action in Los
15 Angeles County Superior Court, Case NO. 21STCV42402 (“PAGA Action”). The complaint
16 filed in the PAGA action is the operative complaint for purposes of the release of PAGA claims
17 in this Settlement and shall be referred to herein as the “PAGA Action Operative Complaint.”
18 As part of the Settlement, the Parties hereby agree to stipulate to consolidate the Class Action
19 and PAGA Action.

20 2.4. On October 24, 2022, the Parties attended an all-day mediation with the late Jeff Krivis,
21 Esquire, a well-regarded mediator experienced in mediating complex labor and employment
22 matters. The mediation was unsuccessful. However, the Parties continued negotiations in the
23 months thereafter and were able to reach a class and PAGA-wide settlement agreement (the
24 “Original Agreement”).

25 2.5. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in
26 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
27 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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2.6. On January 11, 2024, the Court in this Action granted Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement and ordered Defendant Legendary and Defendant Thibiant to simultaneously deliver Class Members' identifying information (the "Class Data") to the Settlement Administrator within fourteen (14) days.

2.7. On April 24, 2024, Defendant Legendary filed a Notice of Chapter 7 Bankruptcy filed in the United States Bankruptcy Court for the Central District of California, Case No. 8:24-bk-11173-SC. On May 13, 2024, the Court in this Action granted Defendant Legendary's Attorney's Motion to be Relieved as Counsel. On June 24, 2024, the United States Bankruptcy Court, Central District of California closed Case No. 8:24-bk-11173-SC.

2.8. Due to Defendant Legendary's failure to provide the Class Data in their custody, possession, or control within fourteen (14) days of the Court granting Plaintiffs' Motion for Preliminary Approval of Class and Representative Action settlement, the Settlement Administrator was not able to send out the Class Notice pursuant to the terms of the Original Settlement Agreement and pursuant with this Court's Order. After extensive efforts by Plaintiffs' counsel to obtain the Class Data from Defendant Legendary, Plaintiffs and Plaintiffs' counsel determined that it would not be feasible to continue with the settlement with Defendant Legendary.

2.9. Accordingly, Plaintiffs and Defendant Thibiant now enter into this revised Settlement Agreement in accordance with the terms below.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant Thibiant promises to pay \$480,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant Thibiant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant Thibiant.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
3 in the Final Approval:

4 3.2.1. To Plaintiffs: Class Representative Service Payment to each Class Representative
5 or named plaintiff of not more than \$7,500.00 each, for a total of \$15,000.00 to
6 Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA
7 Payment the Class Representative or named plaintiff is entitled to receive as a
8 Participating Class Member. Defendant Thibiant will not oppose Plaintiffs' request for
9 a Class Representative Service Payment that does not exceed this amount. As part of
10 the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
11 Plaintiff will endeavor to seek Court approval for any Class Representative Service
12 Payments no later than 16 court days prior to the Final Approval Hearing. If the Court
13 approves a Class Representative Service Payment less than the amount requested, the
14 Administrator will retain the remainder in the Net Settlement Amount. The
15 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
16 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
17 Representative Service Payment.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which,
19 unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to
20 be \$168,000.00 and a Class Counsel Litigation Expenses Payment of not more than
21 \$30,000.00. Defendant Thibiant will not oppose requests for these payments provided
22 that they do not exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to
23 file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment
24 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees
25 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
26 requested, the Administrator will allocate the remainder to the Net Settlement Amount.
27 Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel
28 arising from any claim to any portion any Class Counsel Fee Payment and/or Class

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

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The

Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$48,000.00 to be paid from the Gross Settlement Amount, with 75% (\$36,000.00) allocated to the LWDA PAGA Payment and 25% (\$12,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$12,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendant Thibiant estimates there are 355 Class Members who collectively worked a total of 24,000 Workweeks.

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4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the revised Settlement, Defendant Thibiant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant Thibiant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant Thibiant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant Thibiant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant Thibiant's share of employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The

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

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other
12 Class Members whose checks are returned undelivered without USPS forwarding
13 address. Within 7 days of receiving a returned check the Administrator must re-mail
14 checks to the USPS forwarding address provided or to an address ascertained through
15 the Class Member Address Search. The Administrator need not take further steps to
16 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
17 The Administrator shall promptly send a replacement check to any Class Member whose
18 original check was lost or misplaced, requested by the Class Member prior to the void
19 date.

20 4.4.3. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
22 shall transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property fund in the name of the Class Member thereby leaving no "unpaid
24 residue" subject to the requirements of California Code of Civil Procedure Section 384.

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

1 **5. RELEASE OF CLAIMS**

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

7 5.1. Plaintiffs' General Release. Plaintiffs and his or her respective former and present
8 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
9 generally release and forever discharge Released Parties from all claims, transactions, or
10 occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been,
11 alleged, based on the facts contained, in the Class Action Operative Complaint and (b) all PAGA
12 claims that were, or reasonably could have been, alleged based on facts contained in the PAGA
13 Action Operative Complaint, and Plaintiffs' PAGA Notice; and (c) any other claims, debts,
14 liabilities, demands, damages, obligations, actions and causes of actions, of any nature
15 whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in
16 connection with their employment with Defendant Thibiant, the separation of such employment,
17 or any other act, omission or event occurring between the Parties at any time prior to the Effective
18 date. This general release includes, without limitation: (i) all claims for violation of any federal,
19 state or local statute, ordinance or regulation relating to employment benefits, leaves of absence,
20 or discrimination, harassment, retaliation or whistleblowing in employment, specifically
21 including, without limitation, the California Fair Employment and Housing Act, the California
22 Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act,
23 the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the
24 Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the
25 Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation
26 Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and
27 Retraining Notification Act of 1988, the California Worker Adjustment and Retraining
28 Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any

1 regulation of any administrative agency or governmental authority relating to employment
2 benefits or discrimination or harassment or retaliation in employment; (ii) all claims for failure
3 to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate
4 itemized wage statements, failure to maintain accurate records, failure to reimburse business
5 expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure
6 to post notice of paydays and time and place of payment, and any claim for violations of the
7 California Labor Code, California's Business and Professions Code § 17200 et seq., and the
8 applicable California Industrial Welfare Commission Wage Order; (iii) any non-statutory tort or
9 contractual claim, including all claims for breach of oral, implied or written contract, breach of
10 implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional
11 distress, and conversion; (iv) all claims for wrongful termination of employment; (v) all claims
12 for wages, penalties and/or benefits; and (vi) all claims for attorneys' fees and costs. Plaintiff's
13 General Release does not extend to any claims or actions to enforce this Agreement, or to any
14 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
15 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
16 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in
17 addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless,
18 that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such
19 different or additional facts or Plaintiffs' discovery of them.

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

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

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5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Class Action Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide compliant meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) all claims for failure to timely pay wages; (8) all claims for failure to reimburse employees for business expenses and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Class Action Operative Complaint.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Action Operative Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 2802, and 2810.5.

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1 **6. MOTION FOR PRELIMINARY APPROVAL**

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

5 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare to deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including, as applicable: (i) a draft of
7 the notice, and memorandum in support, of the Motion for Preliminary Approval that includes
8 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
9 Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting
10 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice;
11 (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for
12 administering the Settlement and attesting to its willingness to serve; competency; operative
13 procedures for protecting the security of Class Data; amounts of insurance coverage for any data
14 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
15 conflicts of interest with Class Members; and the nature and extent of any financial relationship
16 with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs
17 confirming willingness and competency to serve and disclosing all facts relevant to any actual or
18 potential conflicts of interest with Class Members; (v) a signed declaration from each Class
19 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
20 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
21 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
22 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential
23 conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff
24 and Class Counsel Declaration shall aver that they are not aware of any other pending matter or
25 action asserting claims that will be extinguished or adversely affected by the Settlement.

26 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
27 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
28 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary

Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

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

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

7.4. Notice to Class Members

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

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

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

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

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

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

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

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

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

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

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

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

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

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

1 A Participating Class Member who elects to send a written objection to the
2 Administrator must do so not later than 45 days after the Administrator's mailing of the
3 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
4 mailed).

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

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

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

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

27 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
28 reports to Class Counsel and Defense Counsel that, among other things, tally the number

of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

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

1 Court attesting to its disbursement of all payments required under this Agreement. Class
2 Counsel is responsible for filing the Administrator's declaration in Court.

3 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

4 Based on its records, Defendant Thibiant estimates that, as of the date of the end of the
5 Class Period, (1) there were 355 Class Members and 24,000 Total Workweeks during the Class
6 Period.

7 8.1. Increase in Workweeks. Defendant Thibiant represents that there were no more than
8 24,000 Workweeks worked by Class Members during the Class Period. In the event the number
9 of Workweeks worked was in fact greater than 24,000 by 10%, or 2,400 more Workweeks, then
10 the GSA shall be increased proportionally by the Workweeks worked in the Class Period in
11 excess of 26,400 multiplied by the Workweek Value. The Workweek Value shall be calculated
12 by dividing the GSA by 24,000 Workweeks. The Parties agree that the Workweek Value
13 amounts to and the settlement amounts to \$20 per Workweek (\$480,000 / 24,000 Workweeks).
14 Thus, for example, should there be 27,000 Workweeks worked by Class Members in the Class
15 Period, then the GSA shall be increased by \$12,000 ((27,000 Workweeks – 26,400 Workweeks)
16 x \$20/per Workweek.)

17 **9. MOTION FOR FINAL APPROVAL**

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

25 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
26 by a Participating Class Member, including the right to file responsive documents in Court no
27 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
28 by the Court.

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

9 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
11 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
12 and (iii) addressing such post-Judgment matters as are permitted by law.

13 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
16 respective counsel, and all Participating Class Members who did not object to the Settlement as
17 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
18 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
19 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
20 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
21 Parties' obligations to perform under this Agreement will be suspended until such time as the
22 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
23 the amount of the Net Settlement Amount.

24 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
26 modification of this Agreement (including, but not limited to, the scope of release to be granted
27 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
28 expeditiously work together in good faith to address the appellate court's concerns and to obtain

Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

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

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

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

13 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
16 ability to communicate with Class Members in accordance with Class Counsel's ethical
17 obligations owed to Class Members.

18 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiffs and Defendant Thibiant, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
25 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
26 terms of this Agreement including any amendments to this Agreement.

27 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
28 best efforts, in good faith, to implement the Settlement by, among other things, modifying the

1 Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

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

14 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all Parties or their
16 representatives, and approved by the Court.

17 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting

25 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during Action and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement.

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

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

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

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

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

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to

proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Signed by:

Nicolas Beugnot

F59C049739FB4BE...

Nicolas Beugnot

Manuel Hernandez
Manuel Hernandez (Jun 13, 2025 16:23 PDT)

For Plaintiff, Manuel Hernandez

For Defendant, Thibiant International, Inc.

6/4/2025

For Plaintiff, Castillo Vicario

Vedang J. Patel

David D. Bibiyan

Vedang J. Patel

Counsel for Manuel Hernandez
and Maria R. Castillo Vicario on
behalf of themselves
and all others similarly situated and
aggrieved

Caroline P. Donelan

Caroline P. Donelan

Howard M. Knee

Counsel for Defendant Thibiant
International, Inc.

proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Signed by:

Nicolas Beugnot

F59C049739FB4BE...

Nicolas Beugnot

For Plaintiff, Manuel Hernandez

For Defendant, Thibiant International, Inc.

6/4/2025

Rocio Castillo
Rocio Castillo (Jul 10, 2025 16:41 PDT)

For Plaintiff, Castillo Vicario

Caroline P. Donelan

David D. Bibiyan
Vedang J. Patel
Counsel for Manuel Hernandez
and Maria R. Castillo Vicario on
behalf of themselves
and all others similarly situated and
aggrieved

Caroline P. Donelan
Howard M. Knee
Counsel for Defendant Thibiant
International, Inc.