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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES – SPRING STREET**
16

17 SCOTT SMITH, individually, and on behalf of
18 all others similarly situated,

19 Plaintiff,

20 vs.

21 REFRIGERATION HARDWARE SUPPLY
22 CORPORATION, a California corporation; and
23 DOES 1 through 10, inclusive,

24 Defendants

Case No.: 24STCV02061

CLASS ACTION

[Hon. Samantha Jessner, Dept. 7]

**AMENDED CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

Complaint filed: January 25, 2024
Trial date: Not set

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- 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 with a Spanish translation, 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 January 25, 2020 to May 23, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “RHS” means named Defendant Refrigeration Hardware Supply Corporation.
- 1.17. “Defense Counsel” means Brian D. Peters and Noah T. Goldstein of Kaufman Dolowich LLP.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$241,500.00 which is the total amount RHS agrees to

1 pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement
 2 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the
 3 LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
 4 Representative Service Payment and the Administrator’s Expenses.

5 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
 6 Net Settlement Amount calculated according to the number of Workweeks worked during
 7 the Class Period.

8 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
 9 the PAGA Penalties calculated according to the number of Workweeks worked during the
 10 PAGA Period.

11 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.

12 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency
 13 entitled, under Labor Code section 2699, subd. (i).

14 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
 15 under Labor Code section 2699, subd. (i).

16 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following
 17 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
 18 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,
 19 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
 20 The remainder is to be paid to Participating Class Members as Individual Class Payments.

21 1.28. “Non-Participating Class Member” means any Class Member who opts out of the
 22 Settlement by sending the Administrator a valid and timely Request for Exclusion.

23 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
 24 for RHS for at least one day during the PAGA Period.

25 1.30. “PAGA Period” means the period from January 25, 2023 to May 23, 2025.

26 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

27 1.32. “PAGA Notice” means Plaintiff’s January 21, 2024 letter to RHS and the LWDA
 28 providing notice pursuant to Labor Code section 2699.3 subd. (a).

- 1 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
2 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750.00) and the
3 75% to LWDA (\$11,250.00) in settlement of PAGA claims.
- 4 1.34. "Participating Class Member" means a Class Member who does not submit a valid and
5 timely Request for Exclusion from the Settlement.
- 6 1.35. "Plaintiff" means Scott Smith, the named plaintiff in the Action.
- 7 1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
8 Settlement.
- 9 1.37. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval
10 and Approval of PAGA Settlement.
- 11 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2
12 below.
- 13 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3
14 below.
- 15 1.40. "Released Parties" means: Defendant and all of Defendant's subsidiaries, affiliates,
16 officers, directors, managing agents, shareholders, members, agents, representatives,
17 predecessors, successors, and assigns, and any employees for which liability could have
18 been sought under Labor Code § 558.1.
- 19 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be
20 excluded from the Class Settlement signed by the Class Member.
- 21 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class
22 Members and Aggrieved Employees, and shall be the last date on which Class Members
23 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
24 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are
25 resent after having been returned undeliverable to the Administrator shall have an
26 additional 14 calendar days beyond the Response Deadline has expired.
- 27 1.43. "Settlement" means the disposition of the Action effected by this Agreement and the
28 Judgment.

1 1.44. “Workweek” means any week during which a Class Member worked for RHS for at least
 2 one day, during the Class Period.

3
 4 **2. RECITALS.**

5 2.1. On January 25, 2024, Plaintiff commenced this Action by filing a Complaint alleging
 6 causes of action against RHS for : (1) failure to pay minimum wages in violation of Labor
 7 Code §§ 1194, 1194.2 and 1197, and the applicable IWC Wage Order(s); (2) failure to pay
 8 overtime compensation in violation of Labor Code §§ 510, 1194, and 1198, and the
 9 applicable IWC Wage Order(s); (3) failure to provide meal periods in violation of Labor
 10 Code § 226.7 and 512 and the applicable IWC Wage Order(s); (4) failure to provide
 11 compliant rest periods in violation of Labor Code §§ 226.7 and the applicable IWC Wage
 12 Order(s); (5) failure to indemnify necessary business expenses in violation of Labor Code
 13 § 2802; (6) failure to timely pay final wages at termination in violation of Labor Code §§
 14 201-203; (7) failure to provide accurate itemized wage statements in violation of Labor
 15 Code § 226; (8) unfair business practices in violation of Bus. & Prof. Code, §§ 17200, et
 16 seq. On April 5, 2024, Plaintiff filed a First Amended Complaint adding a ninth cause of
 17 action against RHS for civil penalties under PAGA. The First Amended Complaint is the
 18 operative complaint in the Action (the “Operative Complaint.”) RHS denies the
 19 allegations in the Operative Complaint, denies any failure to comply with the laws
 20 identified in in the Operative Complaint and denies any and all liability for the causes of
 21 action alleged.

22 2.2. Pursuant to Labor Code section 2699.3 subd. (a), Plaintiff gave timely written notice to
 23 RHS and the LWDA by sending the PAGA Notice.

24 2.3. On September 26, 2024, the Parties participated in an all-day mediation presided over by
 25 Mike Young, Esq. which led to this Agreement to settle the.

26 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a 33% sample of time
 27 and pay records and all applicable policy documents. Plaintiff’s investigation was
 28 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail*,

Inc., 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, RHS promises to pay \$241,500.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. RHS 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 RHS.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). RHS will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS Form
 2 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on
 3 the Class Representative Service Payment.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3% of
 5 the Gross Settlement Amount, which is currently estimated to be \$80,500.00 and a
 6 Class Counsel Litigation Expenses Payment of not more than \$20,000.00. RHS
 7 will not oppose requests for these payments provided that do not exceed these
 8 amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
 9 Payment and Class Litigation Expenses Payment no later than 16 court days prior
 10 to the Final Approval Hearing. If the Court approves a Class Counsel Fees
 11 Payment and/or a Class Counsel Litigation Expenses Payment less than the
 12 amounts requested, the Administrator will allocate the remainder to the Net
 13 Settlement Amount. Released Parties shall have no liability to Class Counsel or
 14 any other Plaintiff's Counsel arising from any claim to any portion any Class
 15 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
 16 Administrator will pay the Class Counsel Fees Payment and Class Counsel
 17 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
 18 responsibility and liability for taxes owed on the Class Counsel Fees Payment and
 19 the Class Counsel Litigation Expenses Payment and holds RHS harmless, and
 20 indemnifies RHS, from any dispute or controversy regarding any division or
 21 sharing of any of these Payments.

22 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
 23 \$5,000.00 except for a showing of good cause and as approved by the Court. To
 24 the extent the Administration Expenses are less or the Court approves payment less
 25 than \$5,000.00, the Administrator will retain the remainder in the Net Settlement
 26 Amount.

27 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
 28 (a) dividing the Net Settlement Amount by the total number of Workweeks worked

1 by all Participating Class Members during the Class Period and (b) multiplying the
 2 result by each Participating Class Member’s Workweeks.

3 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
 4 Class Member’s Individual Class Payment will be allocated to settlement
 5 of wage claims (the “Wage Portion”). The Wage Portions are subject to tax
 6 withholding and will be reported on an IRS W-2 Form. The 90% of each
 7 Participating Class Member’s Individual Class Payment will be allocated
 8 to settlement of claims for interest, reimbursements and penalties (the
 9 “Non-Wage Portion”). The Non-Wage Portions are not subject to wage
 10 withholdings and will be reported on IRS 1099 Forms. Participating Class
 11 Members assume full responsibility and liability for any employee taxes
 12 owed on their Individual Class Payment.

13 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
 14 Class Payments. Non-Participating Class Members will not receive any
 15 Individual Class Payments. The Administrator will retain amounts equal to
 16 their Individual Class Payments in the Net Settlement Amount for
 17 distribution to Participating Class Members on a pro rata basis.

18 3.2.5. To the LWDA and Aggrieved Employees: The PAGA Settlement Amount of
 19 \$15,000 is to be paid from the Gross Settlement Amount, with 75% (\$11,250.00)
 20 allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the
 21 Individual PAGA Payments. RHS’s payment of the PAGA Settlement Amount
 22 does not constitute the payment of any actual civil penalties imposed on RHS, but
 23 rather constitutes a payment made by RHS to settle a disputed claim for civil
 24 penalties.

25 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
 26 dividing the amount of the Aggrieved Employees’ 25% share of PAGA
 27 Penalties \$3,750.00 by the total number of PAGA Period Pay Periods
 28 worked by all Aggrieved Employees during the PAGA Period and (b)

1 multiplying the result by each Aggrieved Employee’s PAGA Period Pay
 2 Periods. Aggrieved Employees assume full responsibility and liability for
 3 any taxes owed on their Individual PAGA Payment.

4 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
 5 the Administrator will allocate the remainder to the Net Settlement
 6 Amount. The Administrator will report the Individual PAGA Payments on
 7 IRS 1099 Forms.

8
 9 **4. SETTLEMENT FUNDING AND PAYMENTS.**

10 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records,
 11 as of January 22, 2025, RHS estimates there are 68 Class Members who collectively
 12 worked a total of 7,223 Workweeks, and 41 of Aggrieved Employees who worked a total
 13 of 1,515 PAGA Pay Periods.

14 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
 15 Settlement, RHS will simultaneously deliver the Class Data to the Administrator, in the
 16 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
 17 Administrator must maintain the Class Data in confidence, use the Class Data only for
 18 purposes of this Settlement and for no other purpose, and restrict access to the Class Data
 19 to Administrator employees who need access to the Class Data to effect and perform under
 20 this Agreement. RHS has a continuing duty to immediately notify Class Counsel if it
 21 discovers that the Class Data omitted class member identifying information and to provide
 22 corrected or updated Class Data as soon as reasonably feasible. Without any extension of
 23 the deadline by which RHS must send the Class Data to the Administrator, the Parties and
 24 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
 25 resolve any issues related to missing or omitted Class Data.

26 4.3. Funding of Gross Settlement Amount. RHS shall fully fund the Gross Settlement Amount,
 27 and also fund the amounts necessary to fully pay RHS’s share of payroll taxes by
 28

1 transmitting the funds to the Administrator within 10 business days after the Final
2 Approval Order is entered.

3 4.4. Payments from the Gross Settlement Amount. Within 14 days after RHS fully funds the
4 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
5 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
6 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
7 Litigation Expenses Payment, and the Class Representative Service Payment.
8 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
9 Payment and the Class Representative Service Payment shall not precede disbursement of
10 Individual Class Payments and Individual PAGA Payments.

11 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to the Class Members via First Class
13 U.S. Mail, postage prepaid. The face of each check shall prominently state the
14 date (not less than 180 days after the date of mailing) when the check will be
15 voided. The Administrator will cancel all checks not cashed by the void date. The
16 Administrator will send checks for Individual Settlement Payments to all
17 Participating Class Members (including those for whom Class Notice was returned
18 undelivered). The Administrator will send checks for Individual PAGA Payments
19 to all Aggrieved Employees including Non-Participating Class Members who
20 qualify as Aggrieved Employees (including those for whom Class Notice was
21 returned undelivered). The Administrator may send Participating Class Members a
22 single check combining the Individual Class Payment and the Individual PAGA
23 Payment. Before mailing any checks, the Settlement Administrator must update
24 the recipients' mailing addresses using the National Change of Address Database.

25 4.4.2. The Administrator must conduct a Class Member Address Search for all other
26 Class Members whose checks are returned undelivered without USPS forwarding
27 address. Within 7 days of receiving a returned check the Administrator must re-
28 mail checks to the USPS forwarding address provided or to an address ascertained

1 through the Class Member Address Search. The Administrator need not take
 2 further steps to deliver checks to Class Members whose re-mailed checks are
 3 returned as undelivered. The Administrator shall promptly send a replacement
 4 check to any Class Member whose original check was lost or misplaced, requested
 5 by the Class Member prior to the void date.

6 4.4.3. For any Class Member whose Individual Class Payment check or Individual
 7 PAGA Payment check is uncashed and cancelled after the void date, the
 8 Administrator shall transmit the funds represented by such checks to the California
 9 Controller's Unclaimed Property Fund in the name of the Class Member thereby
 10 leaving no "unpaid residue" subject to the requirements of California Code of Civil
 11 Procedure Section 384 subd. (b).

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
 13 not obligate RHS to confer any additional benefits or make any additional
 14 payments to Class Members (such as 401(k) contributions or bonuses) beyond
 15 those specified in this Agreement.

16 **5. RELEASES OF CLAIMS.** Effective on the date when RHS fully funds the entire Gross
 17 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
 18 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
 19 against all Released Parties as follows:

20 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
 21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
 22 release and discharge Released Parties from all claims, transactions, or occurrences [that
 23 occurred during the Class Period], including, but not limited to: (a) all claims that were, or
 24 reasonably could have been, alleged, based on the facts contained, in the Operative
 25 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
 26 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or
 27 ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.")
 28 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or

1 to any claims for vested benefits, unemployment benefits, disability benefits, social
 2 security benefits, workers' compensation benefits that arose at any time, or based on
 3 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover
 4 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
 5 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
 6 effective in all respects, notwithstanding such different or additional facts or Plaintiff's
 7 discovery of them.

8 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
 9 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
 10 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
 11 which reads:

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

17 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
 18 themselves and their respective former and present representatives, agents, attorneys, heirs,
 19 administrators, successors, and assigns, release Released Parties claims arising out of or
 20 related to the allegations set forth in the Operative Complaint that arose during the Class
 21 Period, including claims for: **(1)** failure to pay minimum wages in violation of Labor Code
 22 §§ 1194, 1194.2 and 1197, and the applicable IWC Wage Order(s); **(2)** failure to pay
 23 overtime compensation in violation of Labor Code §§ 510, 1194, and 1198, and the
 24 applicable IWC Wage Order(s); **(3)** failure to provide meal periods in violation of Labor
 25 Code § 226.7 and 512 and the applicable IWC Wage Order(s); **(4)** failure to provide
 26 compliant rest periods in violation of Labor Code §§ 226.7 and the applicable IWC Wage
 27 Order(s); **(5)** failure to indemnify necessary business expenses in violation of Labor Code
 28 § 2802; **(6)** failure to timely pay final wages at termination in violation of Labor Code §§
 201-203; **(7)** failure to provide accurate itemized wage statements in violation of Labor

1 Code § 226; and (8) unfair business practices in violation of Bus. & Prof. Code, §§ 17200,
2 et seq. All Class Members who have not opted out will be deemed to have acknowledged
3 and agreed that the Released Class Claims are disputed and that Labor Code § 206.5 is not
4 applicable to their individual class payment. Except as set forth in Section 5.3 of this
5 Agreement, Participating Class Members do not release any other claims, including claims
6 for vested benefits, wrongful termination, violation of the Fair Employment and Housing
7 Act, unemployment insurance, disability, social security, workers' compensation, or claims
8 based on facts occurring outside the Class Period.

9 5.3. Release by Aggrieved Employees: All Non-Participating Class Members who are
10 Aggrieved Employees are deemed to release, on behalf of themselves and their respective
11 former and present representatives, agents, attorneys, heirs, administrators, successors, and
12 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
13 reasonably could have been alleged, based on the PAGA Period facts stated in the
14 Operative Complaint, and the PAGA Notice (Case No. LWDA-CM-1006314-24) and
15 ascertained in the course of the Action, including, but not limited to, alleged violations of
16 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174,
17 1174.5, 1194, 1197, 1197.1, 1198, 2802 and 2699(f)(2). The Parties agree there is no
18 statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself
19 or herself from the PAGA Settlement. Unless otherwise provided by law, the Parties
20 further agree there is no right or opportunity for any Aggrieved Employee to appeal the
21 approval of the PAGA settlement by the Court. This settlement shall not be subject to
22 collateral attack by any Non Participating Class Members who are Aggrieved Employees,
23 and such prohibited collateral attack shall include, but not be limited to, claims that the
24 Aggrieved Employee failed, for any reason, to timely receive his or her Individual PAGA
25 Payment.
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1 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
2 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the
3 Court’s current checklist for Preliminary Approvals.

4 6.1. RHS’s Declaration in Support of Preliminary Approval. Within 15 days of the full
5 execution of this Agreement, RHS will prepare and deliver to Class Counsel a signed
6 Declaration from RHS and Defense Counsel disclosing all facts relevant to any actual or
7 potential conflicts of interest with the Administrator and Cy Pres Recipient. In their
8 Declarations, Defense Counsel and RHS shall aver that they are not aware of any other
9 pending matter or action asserting claims that will be extinguished or adversely affected by
10 the Settlement.

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

1 subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined
 2 version of the parties' Agreement showing all modifications made to the Model Agreement
 3 ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict
 4 of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their
 5 Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of
 6 any other pending matter or action asserting claims that will be extinguished or adversely
 7 affected by the Settlement.

8 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
 9 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45
 10 days after the full execution of this Agreement; obtaining a prompt hearing date for the
 11 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
 12 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
 13 Preliminary Approval to the Administrator.

14 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
 15 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
 16 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
 17 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
 18 not grant Preliminary Approval or conditions Preliminary Approval on any material
 19 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
 20 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
 21 modify the Agreement and otherwise satisfy the Court's concerns.

22
 23 **7. SETTLEMENT ADMINISTRATION.**

24 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
 25 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
 26 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
 27 this Agreement in exchange for payment of Administration Expenses. The Parties and
 28 their Counsel represent that they have no interest or relationship, financial or otherwise,

1 with the Administrator other than a professional relationship arising out of prior
2 experiences administering settlements.

3 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
4 Identification Number for purposes of calculating payroll tax withholdings and providing
5 reports state and federal tax authorities.

6 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
7 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
8 section 468B-1.

9 7.4. Notice to Class Members.

10 7.4.1. No later than three (3) business days after receipt of the Class Data, the
11 Administrator shall notify Class Counsel that the list has been received and state
12 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
13 the Class Data.

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

24 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class
26 Notice using any forwarding address provided by the USPS. If the USPS does not
27 provide a forwarding address, the Administrator shall conduct a Class Member
28 Address Search, and re-mail the Class Notice to the most current address obtained.

1 The Administrator has no obligation to make further attempts to locate or send
2 Class Notice to Class Members whose Class Notice is returned by the USPS a
3 second time.

4 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
5 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14
6 days beyond the 60 days otherwise provided in the Class Notice for all Class
7 Members whose notice is re-mailed. The Administrator will inform the Class
8 Member of the extended deadline with the re-mailed Class Notice.

9 7.4.5. If the Administrator, RHS or Class Counsel is contacted by or otherwise discovers
10 any persons who believe they should have been included in the Class Data and
11 should have received Class Notice, the Parties will expeditiously meet and confer
12 in person or by telephone, and in good faith, in an effort to agree on whether to
13 include them as Class Members. If the Parties agree, such persons will be Class
14 Members entitled to the same rights as other Class Members, and the
15 Administrator will send, via email or overnight delivery, a Class Notice requiring
16 them to exercise options under this Agreement not later than 14 days after receipt
17 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

18 7.5. Requests for Exclusion (Opt-Outs).

19 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 60 days after the Administrator mails the Class Notice
22 (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
23 A Request for Exclusion is a letter from a Class Member or his/her representative
24 that reasonably communicates the Class Member's election to be excluded from
25 the Settlement and includes the Class Member's name, address and email address
26 or telephone number. To be valid, a Request for Exclusion must be timely faxed,
27 emailed, or postmarked by the Response Deadline.

28 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it

1 fails to contain all the information specified in the Class Notice. The Administrator
2 shall accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's
4 desire to be excluded. The Administrator's determination shall be final and not
5 appealable or otherwise susceptible to challenge. If the Administrator has reason to
6 question the authenticity of a Request for Exclusion, the Administrator may
7 demand additional proof of the Class Member's identity. The Administrator's
8 determination of authenticity shall be final and not appealable or otherwise
9 susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for
11 Exclusion is deemed to be a Participating Class Member under this Agreement,
12 entitled to all benefits and bound by all terms and conditions of the Settlement,
13 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
14 of this Agreement, regardless whether the Participating Class Member actually
15 receives the Class Notice or objects to the Settlement.

16 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class
18 Payment or have the right to object to the class action components of the
19 Settlement. Because future PAGA claims are subject to claim preclusion upon
20 entry of the Judgment, Non-Participating Class Members who are Aggrieved
21 Employees are deemed to release the claims identified in Paragraph 5.3 of this
22 Agreement and are eligible for an Individual PAGA Payment.

23 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
24 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
25 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
26 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
27 may challenge the allocation by communicating with the Administrator via fax, email or
28 mail. The Administrator must encourage the challenging Class Member to submit

1 supporting documentation. In the absence of any contrary documentation, the
2 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
3 correct so long as they are consistent with the Class Data. The Administrator's
4 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall
5 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
6 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
7 to Defense Counsel and Class Counsel and the Administrator's determination the
8 challenges.

9 **7.7. Objections to Settlement.**

10 7.7.1. Only Participating Class Members may object to the class action components of
11 the Settlement and/or this Agreement, including contesting the fairness of the
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
13 Counsel Litigation Expenses Payment and/or Class Representative Service
14 Payment.

15 7.7.2. Participating Class Members may send written objections to the Administrator, by
16 fax, email, or mail. In the alternative, Participating Class Members may appear in
17 Court (or hire an attorney to appear in Court) to present verbal objections at the
18 Final Approval Hearing. A Participating Class Member who elects to send a
19 written objection to the Administrator must do so not later than 60 days after the
20 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
21 Members whose Class Notice was re-mailed).

22 7.7.3. Non-Participating Class Members have no right to object to any of the class action
23 components of the Settlement.

24 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
27 and maintain and use an internet website to post information of interest to Class
28 Members including the date, time and location for the Final Approval Hearing and

1 copies of the Settlement Agreement, Motion for Preliminary Approval, the
2 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion
3 for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
4 Class Representative Service Payment, the Final Approval and the Judgment. The
5 Administrator will also maintain and monitor an email address and a toll-free
6 telephone number to receive Class Member calls, faxes and emails.

7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their
9 validity. Not later than 5 days after the expiration of the deadline for submitting
10 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
11 Defense Counsel containing (a) the names and other identifying information of
12 Class Members who have timely submitted valid Requests for Exclusion
13 (“Exclusion List”); (b) the names and other identifying information of Class
14 Members who have submitted invalid Requests for Exclusion; (c) copies of all
15 Requests for Exclusion from Settlement submitted (whether valid or invalid).

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the
18 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
19 Requests for Exclusion (whether valid or invalid) received, objections received,
20 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
21 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
22 Report”). The Weekly Reports must include provide the Administrator’s
23 assessment of the validity of Requests for Exclusion and attach copies of all
24 Requests for Exclusion and objections received.

25 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
28 The Administrator’s decision shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which
3 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
4 Administrator will provide to Class Counsel and Defense Counsel, a signed
5 declaration suitable for filing in Court attesting to its due diligence and compliance
6 with all of its obligations under this Agreement, including, but not limited to, its
7 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
8 of Class Notices, attempts to locate Class Members, the total number of Requests
9 for Exclusion from Settlement it received (both valid or invalid), the number of
10 written objections and attach the Exclusion List. The Administrator will
11 supplement its declaration as needed or requested by the Parties and/or the Court.
12 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
14 disburses all funds in the Gross Settlement Amount, the Administrator will provide
15 Class Counsel and Defense Counsel with a final report detailing its disbursements
16 by employee identification number only of all payments made under this
17 Agreement. At least 15 days before any deadline set by the Court, the
18 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
19 signed declaration suitable for filing in Court attesting to its disbursement of all
20 payments required under this Agreement. Class Counsel is responsible for filing
21 the Administrator's declaration in Court.
22
23
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28

1 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, RHS
2 estimates that, as of January 22, 2025, (1) there are 68 Class Members and 7,223 total Workweeks
3 during the Class Period and (2) there were 41 Aggrieved Employees who worked 1,515 Pay
4 Periods during the PAGA Period. In the event that the total Workweeks included in the settlement
5 of this Action increases by more than 10% (i.e. more than 723 additional workweeks) then the
6 GSS shall be increased proportionally by the Workweeks in excess of 7,946 multiplied by the
7 Workweek value. The Parties agree that the Workweek value is \$33.43, which is calculated by
8 dividing the originally agreed upon GSS (\$241,500.00) by the Workweek count of 7,223.

9
10 **9. RHS'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
11 identified in the Exclusion List exceeds 10% of the total of all Class Members, RHS may, but is not
12 obligated, elect to withdraw from the Settlement. The Parties agree that, if RHS withdraws, the
13 Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will
14 have any further obligation to perform under this Agreement; provided, however, RHS will remain
15 responsible for paying all Settlement Administration Expenses incurred to that point. RHS must
16 notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after
17 the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
18 effect.

19
20 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
21 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
22 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.
23 (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final
24 Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than
25 [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
26 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
27 disagreements concerning the Motion for Final Approval.

28 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by

1 a Participating Class Member, including the right to file responsive documents in Court no
2 later that five court days prior to the Final Approval Hearing, or as otherwise ordered or
3 accepted by the Court.

4 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
5 Approval on any material change to the Settlement (including, but not limited to, the scope
6 of release to be granted by Class Members), the Parties will expeditiously work together in
7 good faith to address the Court's concerns by revising the Agreement as necessary to
8 obtain Final Approval. The Court's decision to award less than the amounts requested for
9 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
10 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
11 a material modification to the Agreement within the meaning of this paragraph.

12 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
13 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
14 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
15 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
16 law.

17 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
19 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
20 Parties, their respective counsel, and all Participating Class Members who did not object to
21 the Settlement as provided in this Agreement, waive all rights to appeal from the
22 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
23 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
24 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
25 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
26 Agreement will be suspended until such time as the appeal is finally resolved and the
27 Judgment becomes final, except as to matters that do not affect the amount of the Net
28 Settlement Amount.

1 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
 2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
 3 material modification of this Agreement (including, but not limited to, the scope of release
 4 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
 5 nevertheless expeditiously work together in good faith to address the appellate court’s
 6 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
 7 any additional Administration Expenses reasonably incurred after remittitur. An appellate
 8 decision to vacate, reverse, or modify the Court’s award of the Class Representative
 9 Service Payment or any payments to Class Counsel shall not constitute a material
 10 modification of the Judgment within the meaning of this paragraph, as long as the Gross
 11 Settlement Amount remains unchanged.

12
 13 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
 14 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
 15 amended judgment.

16
 17 **12. ADDITIONAL PROVISIONS.**

18 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
 19 Purposes. This Agreement represents a compromise and settlement of highly disputed
 20 claims. Nothing in this Agreement is intended or should be construed as an admission by
 21 RHS that any of the allegations in the Operative Complaint have merit or that RHS has any
 22 liability for any claims asserted; nor should it be intended or construed as an admission by
 23 Plaintiff that RHS’s defenses in the Action have merit. The Parties agree that class
 24 certification and representative treatment is for purposes of this Settlement only. If, for any
 25 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, RHS
 26 reserves the right to contest certification of any class for any reasons, and RHS reserves all
 27 available defenses to the claims in the Action, and Plaintiff reserves the right to move for
 28 class certification on any grounds available and to contest RHS’s defenses. The

1 Settlement, this Agreement and Parties' willingness to settle the Action will have no
 2 bearing on, and will not be admissible in connection with, any litigation (except for
 3 proceedings to enforce or effectuate the Settlement and this Agreement).

4 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, RHS and Defense
 5 Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is
 6 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or
 7 permit another person to disclose, disseminate or publicize, any of the terms of the
 8 Agreement directly or indirectly, specifically or generally, to any person, corporation,
 9 association, government agency, or other entity except: (1) to the Parties' attorneys,
 10 accountants, or spouses, all of whom will be instructed to keep this Agreement
 11 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
 12 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
 13 response to an inquiry or subpoena issued by a state or federal government agency. Each
 14 Party agrees to immediately notify each other Party of any judicial or agency order,
 15 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, RHS and Defense
 16 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
 17 communication, before the filing of the Motion for Preliminary Approval, any with third
 18 party regarding this Agreement or the matters giving rise to this Agreement except to
 19 respond only that "the matter was resolved," or words to that effect. This paragraph does
 20 not restrict Class Counsel's communications with Class Members in accordance with Class
 21 Counsel's ethical obligations owed to Class Members.

22 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
 23 employees will not solicit any Class Member to opt out of or object to the Settlement, or
 24 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
 25 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
 26 ethical obligations owed to Class Members.

27 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
 28 together with its attached exhibits shall constitute the entire agreement between the Parties

1 relating to the Settlement, superseding any and all oral representations, warranties,
2 covenants, or inducements made to or by any Party.

3 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and RHS, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to
6 effectuate its terms, and to execute any other documents reasonably required to effectuate
7 the terms of this Agreement including any amendments to this Agreement.

8 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying
10 the Settlement Agreement, submitting supplemental evidence and supplementing points
11 and authorities as requested by the Court. In the event the Parties are unable to agree upon
12 the form or content of any document necessary to implement the Settlement, or on any
13 modification of the Agreement that may become necessary to implement the Settlement,
14 the Parties will seek the assistance of a mediator and/or the Court for resolution.

15 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause
18 of action, or right released and discharged by the Party in this Settlement.

19 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, RHS nor Defense Counsel are providing
20 any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31
22 CFR Part 10, as amended) or otherwise.

23 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties
25 or their representatives, and approved by the Court.

26 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
27 benefit of, the successors of each of the Parties.

28 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

1 governed by and interpreted according to the internal laws of the state of California,
2 without regard to conflict of law principles.

3 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
4 this Agreement. This Agreement will not be construed against any Party on the basis that
5 the Party was the drafter or participated in the drafting.

6 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
7 during Action and in this Agreement relating to the confidentiality of information shall
8 survive the execution of this Agreement.

9 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
10 Evid. § 1152, and all copies and summaries of the Class Data provided to Class Counsel
11 by RHS in connection with the mediation, other settlement negotiations, or in connection
12 with the Settlement, may be used only with respect to this Settlement, and no other
13 purpose, and may not be used in any way that violates any existing contractual agreement,
14 statute, or rule of court. Not later than 90 days after the date when the Court discharges the
15 Administrator's obligation to provide a Declaration confirming the final pay out of all
16 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
17 received from RHS unless, prior to the Court's discharge of the Administrator's obligation,
18 RHS makes a written request to Class Counsel for the return, rather than the destructions,
19 of Class Data.

20 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
21 inserted for convenience of reference only and does not constitute a part of this
22 Agreement.

23 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
24 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
25 weekend or federal legal holiday, such date or deadline shall be on the first business day
26 thereafter.

27 12.17. Notice. All notices, demands or other communications between the Parties in connection
28 with this Agreement will be in writing and deemed to have been duly given as of the third

business day after mailing by United States mail, or the day sent by email or messenger,
addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Julie S. Oh (SBN 341157)
E-mail: joh@moonlawgroup.com
MOON LAW GROUP, P.C.
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To RHS:

KAUFMAN DOLOWICH LLP
Brian D. Peters, SBN 174688
Email: bpeters@kaufmandolowich.com
21515 Hawthorne Blvd, Ste 450
Torrance, CA 90503
Telephone: (310) 540-2000
Facsimile: (310) 540-6609

12.18. 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.

12.19. 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.

Plaintiff & Class Representative:

Dated: 5/27/2025

By:  Signed by: _____
SCOTT SMITH

Plaintiff's Counsel:

Dated: May 28, 2025

MOON LAW GROUP, PC

By:  _____
Kane Moon, Esq.
Allen Feghali, Esq.
Julie S. Oh, Esq.
Attorneys for Plaintiff

Defendant:

Dated:

REFRIGERATION HARDWARE SUPPLY CORPORATION

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: _

KAUFMAN DOLOWICH LLP

By: _____
Brian D. Peters
Attorneys for Defendant Refrigeration Hardware Supply Corporation

1 **Plaintiff & Class Representative:**

2 Dated: _____
3 By: _____
4 SCOTT SMITH

4 **Plaintiff's Counsel:**

5 Dated: _____
6 MOON LAW GROUP, PC
7 By: _____
8 Kane Moon, Esq.
9 Allen Feghali, Esq.
10 Julie S. Oh, Esq.
11 Attorneys for Plaintiff

10 **Defendant:**

11 Dated: _____
12 REFRIGERATION HARDWARE SUPPLY
13 CORPORATION
14 By: Darin J. Leonard
15 Print Name
16 Darin J. Leonard
17 Signature
18 Vice President
19 Title

20 **Defendant's Counsel:**

21 Dated: May 27, 2025
22 KAUFMAN DOLOWICH LLP
23 By: Brian D. Peters
24 Brian D. Peters
25 Attorneys for Defendant Refrigeration Hardware
26 Supply Corporation
27
28