

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TINA TAYLOR, individually and on behalf of
others similarly situated and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

STEMEXPRESS, a California limited liability
company, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2022-00322793

*Assigned for all purposes to: Hon. Jill Talley,
Department 25*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: July 1, 2022
FAC Filed: September 12, 2022
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Tina Taylor (“Plaintiff”), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendant StemExpress, LLC (“Defendant”) on the other hand in the lawsuit entitled *Tina Taylor v. StemExpress, LLC*, filed in the Sacramento County Superior Court, Case No. 34-2022-00322793. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action entitled “*Tina Taylor v. StemExpress, LLC*, Sacramento County Case No. 34-2022-00322793, initiated on or around July 1, 2022, the First Amended Complaint filed on or about September 12, 2022, as well as the claims asserted in Plaintiff’s correspondence of June 30, 2022 to the Labor and Workforce Development Agency seeking penalties against Defendant for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter.”).

3. “Class Counsel” means Heather Davis, Amir Nayebdadash, and Carlos Jimenez of Protection Law Group LLP. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Fifty-Two Thousand Five Hundred Dollars and No Cents (\$52,500.00) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00), subject to the Court’s approval. Defendant has

1 agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and
2 expenses in the amount set forth above.

3 5. "Class List" means a complete list of all Class Members and PAGA Members that
4 Defendant will diligently and in good faith compile from their records and provide to the
5 Settlement Administrator within fourteen (14) calendar days after service (via email or otherwise)
6 of the Order granting Preliminary Approval of this Settlement. The Class List will be formatted in
7 a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2)
8 last known home address; (3) last known telephone number; (4) social security number; (5) dates
9 of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)); (6)
10 total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8)
11 any other reasonable information required by the Settlement Administrator in order to effectuate
12 the terms of the Settlement. This is a material term of the Settlement, and if Defendant fails to
13 comply, Plaintiff shall have the right to void the Settlement.

14 6. "Class" or "Class Members" means all current and former non-exempt employees
15 of Defendant who worked in the state of California at any time during the Class Period.

16 7. "Class Period" means the period from July 1, 2018 and ending on either the date of
17 preliminary approval of the Settlement by the Court or one hundred twenty days (120) days from
18 the date of mediation, *i.e.*, March 29, 2024, whichever date occurs earlier.

19 8. "Class Representative" means Plaintiff Tina Taylor in her capacity as a
20 representative of the Class Members.

21 9. "Class Representative Enhancement Payment" means the amount that the Court
22 authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, in recognition
23 of the effort and risk she has taken in assisting with the prosecution of the Action and in exchange
24 for a General Release of her claims as provided herein.

25 10. "Court" means the Superior Court of the State of California for the County of
26 Sacramento.

27 11. "Defendant" means StemExpress, LLC.
28

12. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement Defendant and Defendant’s counsel waive all rights to appeal the Final Approval Order.

13. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

14. “Final Approval” means the date of final affirmation of the Court’s signed Order and Judgment granting final approval of this Settlement.

15. “General Release” means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff’s release of claims as a Participating Class Member.

16. “Gross Settlement Amount” means the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) which shall be paid by Defendant into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class Representative Enhance Payment to Plaintiff; and (6) the PAGA Payment to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of the employer’s share of any applicable payroll taxes and withholdings, which will be calculated by the Settlement Administrator, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount that Defendant is required to pay under the Settlement. In the event that the consideration due under this Agreement is not paid, then the Settlement is voidable at the option of Plaintiff. Payment shall be made per the terms of this

1 Agreement. If the Agreement is voided, then the time for Plaintiff to bring class and/or aggrieved
2 employee claims, will be tolled from the date that this Agreement is fully executed.

3 17. "Individual Class Payment" means a Participating Class Members' pro-rata share
4 of the Net Settlement Amount.

5 18. "Individual PAGA Payment" means a PAGA Member's pro-rata share of the 25%
6 portion of PAGA Penalties to be paid to PAGA Members.

7 19. "Net Settlement Amount" means the funds available for payments to the Class,
8 which shall be the amount remaining after the following amounts are deducted from the Gross
9 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
10 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
11 PAGA Payment to the LWDA and PAGA Members.

12 20. "Notice" means the Notice of Class Action Settlement in a form substantially
13 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed
14 to Class Members' last known addresses, and which will provide Class Members and PAGA
15 Members with information regarding the Action and information regarding the settlement of the
16 Action.

17 21. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
18 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19 22. "PAGA Payment" means the payment to the State of California Labor and
20 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total
21 amount allocated toward penalties under the PAGA and payments to the PAGA Members of their
22 (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be
23 paid from the Gross Settlement Amount. The Parties have agreed that Twenty-Five Thousand
24 Dollars and No Cents (\$25,000.00) of the Gross Settlement Amount will be allocated toward
25 penalties under the PAGA of which Eighteen Thousand Seven Hundred Fifty Dollars and No Cents
26 (\$18,750.00) will be paid to the LWDA and Six Thousand Two Hundred Fifty Dollars and No
27 Cents (\$6,250.00) will be distributed to PAGA Members on a pro rata basis based on Workweeks
28 worked by the PAGA Members within the PAGA Period. PAGA Members will receive payment

1 from the employee portion of the PAGA Payment and will be deemed to have released any claims
2 arising out of PAGA regardless of their decision to participate in the class action if the PAGA
3 Payment is approved by the Court.

4 23. "PAGA Period" means the period from June 21, 2021, and ending on either the date
5 of preliminary approval of the Settlement by the Court or one hundred twenty days (120) days
6 from the date of mediation, *i.e.*, March 29, 2024, whichever date occurs earlier.

7 24. "PAGA Members" means Class Members who were employed by Defendant
8 during the PAGA Period.

9 25. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
10 Plaintiff or Defendant, individually.

11 26. "Participating Class Members" means all Class Members who do not submit valid
12 and timely Requests for Exclusion. No claim form is required for a Class Member to become a
13 Participating Class Member.

14 27. "Plaintiff" means Tina Taylor.

15 28. "Preliminary Approval" means the Court order granting preliminary approval of
16 the Settlement Agreement.

17 29. "Objection" means a Class Member's valid and timely written objection to the
18 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
19 Deadline and include: (a) the objector's full name, signature, address, telephone number, the
20 approximate dates of employment at Defendant's in California, last four digits of the Class
21 Member's social security number or employee ID number; (b) the case name and number; (c) a
22 written statement of all grounds for the objection accompanied by legal support, if any, for such
23 objection; (d) copies of any papers, briefs, or other documents upon which the objection is based,
24 if any; and (e) a statement describing whether the objector intends to appear at the Final Approval
25 Hearing, either in person or through counsel at the Class Member's expense.

26 30. "Released Class Claims" means all claims, rights, demands, liabilities and causes
27 of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the
28 operative complaint in the Action, including factual claims regarding Defendant's alleged: (i)

1 failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide
2 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation
3 in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide
4 complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or
5 resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business
6 practices. This release shall apply to claims arising during the Class Period.

7 31. “Released PAGA Claims” means any and all claims for the recovery for civil
8 penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff, the LWDA, the State
9 of California, and/or the PAGA Members had, or may claim to have, against Released Parties,
10 arising out of the violations alleged in the Complaint or the June 30, 2022 PAGA Notice during
11 the PAGA Period, including civil penalties for failure to pay overtime compensation, failure to pay
12 minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest
13 period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay
14 wages during employment; failure to provide complete and accurate wage statements; failure to
15 keep complete and accurate payroll records; failure to reimburse necessary business-related
16 expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510,
17 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 and the Industrial Welfare
18 Commission Orders.

19 32. “Released Parties” means StemExpress, LLC as named by Plaintiff in the operative
20 complaint, and its past, present and/or future, direct and/or indirect, officers, directors, members,
21 managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,
22 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
23 assigns, and joint venturers.

24 33. “Request for Exclusion” means a valid and timely written statement submitted by
25 a Class Member requesting to be excluded from the Action. To be effective, the Request for
26 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name,
27 signature, address, telephone number, dates of employment at Defendant’s in California, and the
28 last four digits of the Class Member’s Social Security number and/or the Employee ID number (b)

1 the case name and number; and (c) a clear statement requesting to be excluded from the settlement
2 of the class claims similar to the following: “I wish to exclude myself from the class settlement
3 reached in the matter of “*Tina Taylor v. StemExpress, LLC*, Sacramento County Case No. 34-2022-
4 00322793, I understand that by excluding myself, I will not receive money from the settlement of
5 my individual claims.” To be effective, the Request for Exclusion must be emailed, faxed, or
6 postmarked by the Response Deadline and received by the Settlement Administrator. The Request
7 for Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no
8 right to exclude themselves (opt-out) of the PAGA component of the Settlement.

9 34. “Response Deadline” shall be sixty (60) calendar days after the Settlement
10 Administrator mails Notice to Class Members and the last date on which Class Members may
11 submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event
12 the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the
13 next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
14 Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is
15 re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or
16 Federal holiday, in which case the Response Deadline will be extended to the next day on which
17 the U.S. Postal Service is open. The Response Deadline may also be extended by express
18 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
19 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members
20 to submit a Request for Exclusion or Objection to the Settlement.

21 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

22 36. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent
23 that they do not have any financial interest in the Settlement Administrator or otherwise have a
24 relationship with the Settlement Administrator that could create a conflict of interest.

25 37. “Settlement Administration Costs” mean the costs payable from the Gross
26 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
27 but not limited to, printing, distributing, and tracking documents for this Settlement,
28 calculating/confirming the class member Workweeks from the information contained in the Class

1 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
2 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
3 duties and responsibilities set forth herein to process this Settlement, and as requested by the
4 Parties. Settlement Administration Costs shall not exceed Eight Thousand Nine Hundred Fifty
5 Dollars and No Cents (\$8,950.00).

6 38. "Workweek" shall mean any calendar week (*i.e.*, a week beginning with Sunday
7 and ending with Saturday) during which a Class Member or PAGA Member worked at least one
8 (1) day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-
9 hire dates, and termination dates.

10 TERMS OF AGREEMENT

11 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
12 all applicable employer-side payroll taxes following Final Approval by the Court and the
13 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
14 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,
15 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
16 specified in this Agreement. Except for any employer-side payroll taxes due on the Individual
17 Settlement Payments, or as a result of a potential increase in the number of Workweeks as set forth
18 below in paragraph 40, Defendant shall not be required to pay more than the Gross Settlement
19 Amount and all applicable employer-side payroll taxes. The Gross Settlement Amount is non-
20 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

21 40. Potential Increase to the Gross Settlement Amount: Defendant represented there
22 were approximately 9,770 Workweeks (worked by 223 Class Members) within the Class Period.
23 Should the actual number of Workweeks increase by more than fourteen percent (14%) (*i.e.* by
24 more than 1,367 additional Workweeks) through the Class Period, Defendant shall increase the
25 Gross Settlement Amount proportionally by the Workweeks in excess of 11,137 multiplied by the
26 Workweek value (for example, if the number of Workweeks increases by 15%, the Gross
27 Settlement Amount will increase by 1%). However, Defendant will not have any obligation to
28

1 increase the Gross Settlement Amount if it exercises its right to cut off the Class Period on the date
2 that the total Workweeks reach 11,137.

3 41. Funding of the Gross Settlement Amount: Funding of the Gross Settlement Amount
4 shall be paid in two equal installments. Within ninety (90) calendar days of Final Approval, as
5 defined in this Agreement, Defendant will deposit the first of two installment payments into a
6 Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Six months
7 after the first installment payment, Defendant will deposit the second and final installment payment
8 into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.
9 Defendant shall provide all information necessary for the Settlement Administrator to calculate
10 necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID
11 number, and other information requested by the Settlement Administrator, no later than seven (7)
12 calendar days of the Effective Date. This information shall be kept confidential from Plaintiff.
13 Defendant may not vary from the Court approved scheduling for the funding of the Gross
14 Settlement Amount unless the Parties agree otherwise; it is not anticipated there would be a need
15 to alter the funding date. If Defendant has an objection to the Court approved funding timeline,
16 Defendant must seek *ex parte* relief from the Court about its objection, unless Plaintiff agrees with
17 Defendant otherwise.

18 42. Distribution of the Gross Settlement Amount: After Court approval and no later
19 than fourteen (14) calendar days of the full funding of the Settlement, the Settlement Administrator
20 will issue payments for: (a) Individual Class Payments; (b) Individual PAGA Payments (c) the
21 PAGA Payment to the Labor and Workforce Development Agency; (d) the Class Representative
22 Enhancement Payments; (e) Class Counsel's Fees and Costs and (f) Settlement Administration
23 Costs.

24 43. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
25 motion by Class Counsel for attorneys' fees of not more than Fifty-Two Thousand Five Hundred
26 Dollars and No Cents (\$52,500.00) plus the reimbursement of reasonable costs and expenses
27 associated with the litigation and settlement of the Action, in an amount not to exceed Twenty
28 Thousand Dollars and No Cents (\$20,000.00), both of which will be paid from the gross Settlement

Amount. Any portion of the requested fees or costs that are not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eight Thousand Nine Hundred Fifty Dollars and No Cents (\$8,950.00). The Parties acknowledge that Settlement Administration Costs may increase above the current estimate of \$8,950.00 and that any such additional Settlement Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

46. PAGA Payment: Twenty-Five Thousand Dollars and No Cents (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00), to the California Labor and Workforce Development Agency ("LWDA"). Six Thousand Two Hundred Fifty Dollars and No Cents (\$6,250.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Workweeks worked by each PAGA Member during the PAGA

Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	150,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	52,500.00
Class Counsel's Costs:	\$	20,000.00
PAGA Payment	\$	25,000.00
Settlement Administration Costs:	\$	<u>8,950.00</u>
Estimated Net Settlement Amount	\$	36,050.00

48. Individual Class Payment Calculations: Individual Class Payments will be paid from the Net Settlement Amount on a pro rata basis based on the total Workweeks worked by Participating Class Members during the Class Period, and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payment : (Participating Class Member's Workweeks ÷ total Workweeks during Class Period) × Net Settlement Amount.

b) Allocation of Individual Settlement Payments: All Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Class Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein.

49. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a pro rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period.

a) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the 25% employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: $(\text{PAGA Member's Workweeks} \div \text{Workweeks during PAGA Period}) \times \$6,250.00$ (the employee portion of the PAGA Payment). PAGA Members shall receive an Individual PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

b) Individual PAGA Payments made under this Agreement will be attributed 100% as penalties and interest and each PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by law. Neither

Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor makes any representations or warranties with respect to the tax consequences of any payment under this Agreement, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

50. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

51. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Class Payment each Participating Class Member is eligible to receive.
- c) Calculate the Individual PAGA Payment each PAGA Member shall receive.

d) Print and mail the Notice in both Spanish and English.

e) Conduct additional address searches for mailed Notices that are returned as undeliverable.

f) Process Objections, Requests for Exclusion, and field inquiries from Class Members.

g) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.

i) Provide weekly status reports to counsel for the Parties.

j) Posting a notice of final judgment online at Settlement Administrator's website.

k) Translate the Notice from English to Spanish.

52. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which will be kept confidential from Plaintiff and Class Counsel.

53. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

54. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single re-

1 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as
2 undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the
3 current address from the Class Member and provide the same within seven (7) calendar days of
4 notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
5 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
6 calendar days or (b) the Response Deadline to email, fax, or postmark a Request for Exclusion, or
7 an Objection to the Settlement.

8 55. Notice: All Class Members will be mailed a Notice in English and Spanish,
9 substantially in the form attached hereto as **Exhibit A**. Each Notice will provide: (a) information
10 regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class
11 definition; (d) the total number of Workweeks each respective Class Member worked for
12 Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Class
13 Payment and the formula for calculating Individual Class Payments; (f) the dates which comprise
14 the Class Period; (g) each PAGA Members' estimated Individual PAGA Payment and the
15 formula for calculating Individual PAGA Payments (h) the deadlines by which the Class Member
16 must email, fax, or postmark Requests for Exclusion, Objections to the Settlement, or Workweek
17 Disputes; (i) the claims to be released, as set forth herein; and (j) the date for the final approval
18 hearing.

19 56. Disputed Information on Notice: Class Members will have an opportunity to
20 dispute the information provided in their Notice. To the extent Class Members dispute the number
21 of Workweeks with which they have been credited or the amount of their Individual Class
22 Payment, Class Members may produce evidence to the Settlement Administrator showing that
23 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
24 records will be presumed determinative. However, if a Class Member produces evidence to the
25 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
26 Member and the Parties will make the final decision as to the number of eligible Workweeks that
27 should be applied and/or the Individual Class Payment to which the Class Member may be entitled.
28 If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter

1 of the Workweeks for each Class Member during the Class Period, based on the information
2 provided to it. Class Members must submit any disputes to the number of Workweeks reported on
3 the Notice to the Settlement Administrator via email, facsimile, or mail by the Response Deadline.

4 57. Defective Submissions: If a Class Member's Request for Exclusion is defective as
5 to the requirements listed herein, that Class Member will be given an opportunity to cure the
6 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
7 business days of receiving the defective submission to advise the Class Member that his or her
8 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
9 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
10 days from the date of the cure letter, whichever date is later, to email, fax, or postmark a revised
11 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then
12 the Settlement Administrator will have no further obligation to give notice of a need to cure. If the
13 revised Request for Exclusion is not emailed, faxes, or postmarked within that period, it will be
14 deemed untimely.

15 58. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
16 Action must sign and return a written Request for Exclusion to the Settlement Administrator by
17 the Response Deadline via email, facsimile, or mail. The Request for Exclusion must include (a)
18 the Class Member's name, signature, address, telephone number, dates of employment at
19 Defendants in California, and the last four digits of the Class Member's Social Security number
20 and/or the Employee ID number; (b) the case name and number; and (c) a clear statement
21 requesting to be excluded from the settlement of the class claims similar to the following: "I wish
22 to exclude myself from the class settlement reached in the matter of *"Tina Taylor v. StemExpress,*
23 *LLC*, Sacramento County Case No. 34-2022-00322793, I understand that by excluding myself, I
24 will not receive money from the settlement of my individual claims." The date of the email, fax,
25 or postmark on the return mailing envelope receipt confirmation will be the exclusive means to
26 determine whether a Request for Exclusion has been timely submitted. To be effective, the Request
27 for Exclusion must be post-marked by the Response Deadline and received by the Settlement
28 Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who

1 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
2 timely submitted. All Class Members who do not request exclusion from the Action will be bound
3 by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court
4 and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as
5 to the release of claims arising under the Private Attorneys General Act.

6 59. Defendant's Right to Rescind: If Class Members representing more than the
7 aggregate total of five percent (5.0%) of the Class Members opt-out of the Settlement, Defendant
8 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will
9 be thereby null and void. Defendant must give written notice to Class Counsel of its intent to
10 rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator
11 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,
12 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of
13 rescission. In such a case, the Parties and any funds to be awarded under this Settlement
14 Agreement shall be returned to their respective statuses as of the date and time immediately prior
15 to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement
16 Agreement had not been executed, except that any fees already incurred by the Settlement
17 Administrator shall be paid by Defendant.

18 60. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class
19 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
20 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
21 Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval
22 to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such
23 Judgment or release. The names of Class Members who have opted-out of the settlement shall be
24 disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment
25 submitted to the Court.

26 61. Objection Procedures: To object to the Settlement, a Participating Class Member
27 must email, fax, or postmark a valid Objection to the Settlement Administrator on or before the
28 Response Deadline. The Objection must be signed by the Participating Class Member and contain

1 all information required by this Settlement Agreement including the employees full name, address,
2 telephone number, the last four digits of their social security number and/or Employee ID number,
3 and the specific reason including any legal grounds for the Participating Class Members objection.
4 The email, facsimile, or postmark date will be deemed the exclusive means for determining that
5 the Notice of Objection is timely. Participating Class Members who fail to object in the manner
6 specified above will be foreclosed from making a written objection, but shall still have a right to
7 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no
8 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating
9 Class Members to submit written objections to the Settlement or appeal from the Order and
10 Judgment. Class Counsel will not represent any Class Members with respect to any objections to
11 this Settlement.

12 62. Weekly Reports Regarding Settlement Administration: The Settlement
13 Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
14 certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b)
15 the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a
16 challenge to any information contained in the Notice. Additionally, the Settlement Administrator
17 will provide counsel for both Parties any updated reports regarding the administration of the
18 Settlement Agreement as needed or requested.

19 63. Compliance Declaration by Settlement Administrator: Within two weeks of the
20 Response Deadline, the Settlement Administrator will provide a signed declaration to Class
21 Counsel and Defendant's counsel attesting to its due diligence and compliance with all of its
22 obligations under this Agreement, including, but not limited to, the mailing of Notice, the Notices
23 returned as undelivered, the re-mailing of Notices, attempts to locate Class Members, the names
24 of the individuals who submitted timely and valid Requests for Exclusion from Settlement, and
25 the number of written objections to the Settlement. The Administrator shall also provide Class
26 Counsel and Defense Counsel authenticated copies of every written objection and Request for
27 Exclusion that it received. The Administrator will supplement its declaration as needed or
28 requested by the Parties and/or the Court.

64. Payment Schedule for All Court Approved Settlement payments: Within three (3) business days of the Court granting Final Approval of the Settlement, the Settlement Administrator will calculate all payments due, and shall provide Defendant's Counsel and Class Counsel with a report on all disbursements to be made under the Settlement.

65. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Individual Class Payment check or Individual PAGA Payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Individual Class Payment checks or Individual PAGA Payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Class Payment checks provided to Participating Class Members and Individual PAGA Payment checks provided to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Class Payment and/or Individual PAGA Payment. Expired Individual Class Payments and expired Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

66. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

67. Final Distribution Report and Declaration by Settlement Administrator: Within 10 calendar days after the Settlement 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 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration under oath suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's Declaration with the Court.

68. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

69. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not

entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

71. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

72. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff, all PAGA Members, the LWDA, the State of California, through Plaintiff as its agent and/or proxy, any another representative, proxy, or agent thereof, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the class settlement. PAGA Members who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

73. Release of Additional Claims & Rights by Plaintiff: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff shall release and discharge Defendant, its/their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessor in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations or could have arisen in any manner from the factual allegations therein, that arose during the Class Period ("Released Claims") with respect to all alleged claims from the Complaints including the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to provide proper meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to provide accurate wage statements; (t) failure to pay all accrued and unused annual vacation pay; (g) claims for PAGA civil penalties based on the foregoing Labor Code violations; and (h) all claims for unfair business practices that could have been premised of the facts, claims, causes of action or legal theories described above. The Release only covers claims arising during the Class Period; however, the Release shall survive and remain effective beyond the end of the Class Period. Such claims include but are not limited to any and all Released Class Claims and Released PAGA Claims and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law. In addition, Plaintiff's General Release includes but is not limited to, all claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys' fees and costs (except those provided by this Settlement Agreement) arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil

1 Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
2 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the
3 law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's
4 General Release include all claims, whether known or unknown. Even if Plaintiff discovers facts
5 in addition to or different from those they now know or believe to be true with respect to the subject
6 matter of Plaintiff's General Release, those claims will remain released and forever barred. The
7 res judicata effect of the judgment will be the same as that of the Release. The "Effective Date"
8 shall be defined as the latter of: (a) the date the Court grants final approval of the Settlement, if no
9 objections have been filed and not withdrawn; (b) the time for appeal has expired if an objection
10 has been filed and no appeal has been filed and not withdrawn; or (c) if an appeal is filed and is
11 not withdrawn, the final resolution of any appeal including the issuance the remittitur thereafter
12 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section
13 1542, which provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
17 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
18 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
19 DEBTOR OR RELEASED PARTY.

20 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be
21 waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff
22 from filing a charge or complaint with, or from participating in, an investigation or proceeding
23 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency
24 charged with the enforcement of any employment or other applicable laws. Plaintiff, however,
25 understands that by signing this Agreement, she waives the right to recover any damages or to
26 receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other
27 state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly
28

1 excluding any monetary award or other relief available from the SEC/OSHA, including an
2 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

3 74. Nullification of Settlement Agreement: In the event that: (a) the Court does not
4 enter the Preliminary Approval Order and approve the Released Claims specified herein without
5 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary
6 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class
7 Period, revisions to the Increase in Workweeks provision contained herein; and revisions to the
8 Defendant’s Option to Nullify the Settlement Agreement provision contained herein; (b) the Court
9 does not finally approve the Settlement without requiring material changes to the Basic Settlement
10 Terms as provided herein; (c) the Court strikes or does not approve any material term of this
11 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement
12 based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does
13 not become final as written and agreed to by the Parties for any other reason, then this Settlement
14 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
15 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their
16 original respective positions. Any order or judgment entered by the Court in furtherance of this
17 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and
18 Recitals contained herein shall be of no force or effect and shall not be treated as an admission by
19 the Parties or their counsel. Should the Court fail to approve this settlement for any reason, the
20 Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an
21 effort to reach a settlement that may be approved by the Court, unless the Parties are able to resolve
22 the issue without resort to a mediator.

23 75. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
24 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
25 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
26 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
27 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
28 Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary

1 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
2 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it
3 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
4 completely approve the Agreement as to the Action will result in this Settlement Agreement and
5 the Memorandum of Understanding entered into by the Parties, and all obligations under this
6 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

7 76. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
8 deadlines to email, fax, or postmark Requests for Exclusion or Objections to the Settlement
9 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
10 be conducted to determine the Final Approval of the Settlement Agreement along with the amounts
11 properly payable for: (a) Individual Class Payments; (b) Class Counsel's Fees and Costs; (c) the
12 Class Representative Enhancement Payments; (d) PAGA Penalties; and (e) the Settlement
13 Administration Costs. Any failure by the Court to fully and completely approve the Settlement
14 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
15 of the Action which has the effect of modifying material terms of this Agreement as described
16 above or preventing the full and complete approval of the Settlement Agreement as written and
17 agreed to by the Parties, will result in this Agreement and all obligations under this Agreement
18 being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final
19 Approval, provided Defendant has not exercised their right to rescind pursuant to the terms of this
20 Agreement.

21 77. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
22 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
23 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
24 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
25 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
26 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth
27 in this Settlement.
28

1 78. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

4 79. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
5 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
6 agreements in relation to settlement terms may be deemed binding on the Parties.

7 80. Amendment or Modification: This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 81. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
11 and represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
13 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
14 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
15 counsel will cooperate with each other and use their best efforts to affect the implementation of
16 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
17 needed to implement the Settlement, or on any supplemental provisions that may become
18 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
19 or Mediator to resolve such disagreement.

20 82. Binding on Successors and Assigns: This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
22 defined.

23 83. California Law Governs: All terms of this Settlement Agreement and Exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 84. Execution and Counterparts: This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
28

of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

85. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

87. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

88. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

89. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached

any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

90. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff requests a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendant shall not refer to the Action or this Settlement.

91. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

93. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this

1 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
2 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
3 and costs, including expert witness fees incurred in connection with any enforcement actions.

4 94. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
5 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
6 against one Party than another merely by virtue of the fact that it may have been prepared by
7 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
8 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

14 96. All Terms Subject to Final Court Approval: All amounts and procedures described
15 in this Settlement Agreement herein will be subject to final Court approval.

16 97. Cooperation and Execution of Necessary Documents: The Parties agree to
17 cooperate to promote participation in the Settlement, and in seeking court approval of the
18 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
19 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
20 settlement agreement waivers, or *Pick-Up Stix* agreements from any Class Member prior to the
21 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter
22 into any arbitration agreement with any Class Member that covers the claims released via this
23 Agreement during the Settlement approval process prior to the funding of the Gross Settlement
24 Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

25 98. Confidentiality: The Parties and their counsel agree to keep the terms of the
26 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
27 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate
28 any contact with the press, respond to any press inquiry or have any communication with the press

1 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
2 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
3 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
4 Settlement Agreement or limit Class Counsel's communications with the Class Members in
5 furtherance of approval of this Settlement.

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

11 100. Submission to the LWDA: The Settlement Agreement shall be submitted by
12 Plaintiff to the LWDA within the time limits and as prescribed by law.

13
14 *[Remainder of page intentionally left blank - Signatures on following page.]*
15
16
17

18 Dated: 3/16/2024

PLAINTIFF

DocuSigned by:

By: 

Tina Taylor

22 Dated: 3/18/2024

PROTECTION LAW GROUP, LLP

By: 

Heather Davis, Esq.

Amir Nayebdadash, Esq.

Carlos Jimenez, Esq.

Attorneys for Plaintiff

Tina Taylor

Dated: Feb 21st 2024

DEFENDANT STEMEXPRESS, LLC

By: 

Its: CEO

Dated: February 22, 2024

SCHROEDER SCHAFF & LOW, INC.

By: 

Jason W. Schaff, Esq.
Harjeet E. Gidha, Esq.
Attorneys for Defendant
StemExpress, LLC