

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,”
3 or “Settlement Agreement”) is made by and between Plaintiff Dorsha Wilson (“Plaintiff”), on her
4 own behalf and on behalf of all members of the Class, as defined below, on the one hand, and
5 Defendant American First Credit Union (“Defendant”) on the other hand (Plaintiff and Defendant
6 are collectively referred to as the “Parties”), in the lawsuit entitled *Dorsha Wilson v. American First*
7 *Credit Union*, filed in Orange County Superior Court, Case No. 30-2024-01391465-CU-OE-CXC
8 (the “Action”). This Settlement resolves all claims that were asserted or could have been asserted
9 against Defendant pertaining to the claims in the Action.

10 **I. DEFINITIONS**

11 **A. “Administration Costs”** means all administrative costs of the Settlement, including
12 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged
13 by the Settlement Administrator in connection with the execution of its duties under this Settlement.

14 **B. “Attorneys’ Fees”** means all past and future attorneys’ fees necessary to prosecute,
15 settle, and administer the Action and this Settlement, which shall be paid from the Gross Settlement
16 Amount.

17 **C. “Class Counsel” or “Plaintiff’s Counsel”** means Arby Aiwazian, Joanna Ghosh,
18 and Yasmin Hosseini of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker &
19 Minne, LLP.

20 **D. “Class Members”** means all current and former hourly-paid or non-exempt
21 employees who worked for Defendant in the State of California at any time during the Class Period
22 (collectively referred to as the “Class”).

23 **E. “Class Period”** means the period from April 3, 2020 through the date of preliminary
24 approval of the Settlement by the Court, or May 11, 2025, whichever date is earlier.

25 **F. “Class Representative” or “Plaintiff”** means Dorsha Wilson.

26 **G. “Class Representative Enhancement Award”** means payment to the Class
27 Representative for her services and efforts on behalf of the Class Members and PAGA Members in
28 this Action.

1 **H. “Class Settlement”** means the settlement and release of Released Class Claims as
2 defined in Section VII(A), below.

3 **I. “Court”** means the Superior Court of the State of California for the County of
4 Orange.

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

10 **K. “Final Approval Order”** as used herein means the final formal judgment entered
11 by the Court granting final approval of this Agreement.

12 **L. “Gross Settlement Amount”** means the sum of Six Hundred Twenty-Five
13 Thousand Dollars and Zero Cents (\$625,000.00), which shall be paid by Defendant, and from which
14 all Individual Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees and
15 Litigation Costs pursuant to Section XIV, Administration Costs pursuant to Section IX, Class
16 Representative Enhancement Award pursuant to Section XV, and PAGA Penalties pursuant to
17 Section XVII shall be made, except as provided herein.

18 **M. “Individual Settlement Payments”** means payments made to the Participating
19 Class Members from the Net Settlement Amount.

20 **N. “Individual PAGA Payments”** means payments made to the PAGA Members
21 from the Employee PAGA Amount.

22 **O. “Litigation Costs”** means all past and future litigation costs and expenses necessary
23 to prosecute, settle, and administer the Action and the Settlement, which shall be paid from the
24 Gross Settlement Amount.

25 **P. “Net Settlement Amount”** means the Gross Settlement Amount minus any Court-
26 approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
27 Administration Costs to the Settlement Administrator, Class Representative Enhancement Award
28 to Plaintiff, and PAGA Penalties, and as provided in Sections VIII, IX, XIV, XV, and XVII.

1 **Q. “PAGA Members”** means all current and former hourly-paid or non-exempt
2 employees who worked for Defendant in the State of California at any time during the PAGA
3 Period (collectively referred to as the “PAGA Members”).

4 **R. “PAGA Penalties”** means the amount of Fifty Thousand Dollars and Zero Cents
5 (\$50,000.00) from the Gross Settlement Amount which will be allocated toward penalties under
6 the Private Attorneys General Act, California Labor Code § 2698 et seq., of which sixty-five
7 percent (65%) will be paid to the Labor and Workforce Development Agency (i.e., the “LWDA
8 Payment”), and thirty-five percent (35%) will be distributed to the PAGA Members (i.e., the
9 “Employee PAGA Amount”).

10 **S. “PAGA Period”** means the period from April 3, 2023 through the date of
11 preliminary approval of the Settlement by the Court, or May 11, 2025, whichever date is earlier.

12 **T. “PAGA Settlement”** means the settlement and release of Released PAGA Claims
13 as defined in Section VII(B), below.

14 **U. “Participating Class Members”** means all Class Members who do not submit a
15 timely and valid Request for Exclusion.

16 **V. “Request for Exclusion”** means a written statement requesting exclusion from the
17 Class Settlement as provided in Section X(C), and which: (1) contains the case name and number
18 of the Action, (2) contains the Class Member’s full name, address, telephone number, and last four
19 digits of his or her Social Security number; (3) is signed by the Class Member or his or her
20 authorized representative; (4) contains a clear statement that the Class Member requests to be
21 excluded from the Class Settlement; and (5) is sent to the Settlement Administrator, postmarked no
22 later than the Response Deadline.

23 **W. “Settlement”** means the disposition and agreement to resolve the Action.

24 **X. “Settlement Administrator”** means ILYM Group, Inc. (“ILYM”), the settlement
25 administrator selected by the Parties, and who will be responsible for the administration of the
26 Gross Settlement Amount, as defined below, and all related matters. The Parties each represent that
27 they do not have any financial interest in the Settlement Administrator or otherwise have a
28 relationship with the Settlement Administrator that could create a conflict of interest.

1 Y. “**Workweeks**” means the number of weeks that a Class Member worked for
2 Defendant as an hourly-paid or non-exempt employee in California during the Class Period (based
3 on the number of workweeks in the Class List that Defendant provides to the Settlement
4 Administrator). Each Class Member will be credited with at least one (1) Workweek. A Workweek
5 includes any week in which a Class Member had a time worked entry in Defendant’s timekeeping
6 system.

7 **II. BACKGROUND**

8 A. On April 3, 2024, Plaintiff filed the Class Action Complaint for Damages
9 (“Complaint”) in the Orange County Superior Court. In the Complaint, Plaintiff alleged, *inter alia*,
10 on behalf of herself and all others similarly situated, that Defendant violated the following
11 provisions of the California Labor Code: (1) California Labor Code sections 510 and 1198 (failure
12 to pay overtime); (2) California Labor Code sections 226.7 and 512(a) (failure to provide compliant
13 meal periods and associated premiums); (3) California Labor Code section 226.7 (failure to provide
14 rest periods and associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1
15 (failure to pay minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay
16 final wages); (6) California Labor Code section 204 (failure to timely pay wages during
17 employment); (7) California Labor Code section 226(a) (failure to provide accurate wage
18 statements); (8) California Labor Code section 1174(d) (failure to keep requisite payroll records);
19 (9) California Labor Code sections 2800 and 2802 (failure to reimburse necessary business
20 expenses); and (10) California Business & Professions Code sections 17200, *et seq.*

21 B. On March 20, 2025, Plaintiff sent a letter to the Labor and Workforce Development
22 Agency (“LWDA”), pursuant to California Labor Code section 2699.3, providing notice of her
23 intention to seek civil penalties under the Private Attorneys General Act, California Labor Code
24 section 2698, *et seq.*, for Defendant’s alleged violations of California Labor Code sections 201,
25 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and
26 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 (“PAGA
27 Notice”).
28

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

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

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

19 **F.** Defendant has concluded that, because of the substantial expense of defending
20 against the Action, the length of time necessary to resolve the issues presented herein, the
21 inconvenience involved, and the concomitant disruption to its business operations, it is in
22 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
23 allegations and claims asserted against it in the Action and the PAGA Notice. However, Defendant
24 nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and
25 uncertainty of continuing litigation and for the purpose of putting to rest the controversies
26 engendered by the Action.

27 **G.** In order to facilitate the global settlement of the Action and the claims alleged in the
28 PAGA Notice, the Parties have agreed that Plaintiff shall file a First Amended Complaint for

1 Damages and Enforcement Action Under the Private Attorneys General Act, § 2698 Et Seq. (the
2 “Operative Complaint”), which adds an eleventh cause of action seeking penalties pursuant to the
3 California Labor Code Private Attorneys’ General Act, California Labor Code section 2698, et seq.
4 (“PAGA”) on behalf of the PAGA Members. A stipulation and proposed order reflecting the
5 Parties’ agreement regarding the filing of the Operative Complaint shall be filed with the Court on
6 or before the date Plaintiff files her Motion for Preliminary Approval.

7 H. This Agreement is intended to and does effectuate the full, final, and complete
8 settlement of the allegations and claims set forth in Section II(A)-(B).

9 **III. JURISDICTION**

10 The Court has jurisdiction over the Parties and the subject matter of this Action. The Action
11 includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the
12 Court to grant relief pursuant to the applicable statutes. After the Court has granted final approval
13 of the Settlement and after the Court has ordered the entry of judgment, the Court will have
14 continuing jurisdiction pursuant to Rule 3.769(h) of the California Rules of Court and pursuant to
15 California Code of Civil Procedure Section 664.6 for the purpose of interpreting, implementing,
16 and enforcing this Settlement consistent with the terms set forth herein.

17 **IV. STIPULATION OF CLASS CERTIFICATION**

18 A. The Parties stipulate to the certification of the Class pursuant to California Code of
19 Civil Procedure Section 382 for purposes of settlement only. This stipulation is contingent upon
20 the preliminary and final approval and certification of the Class only for purposes of settlement.
21 Should the Settlement not become final, for whatever reason, the fact that the Parties were willing
22 to stipulate provisionally to class certification as part of the Settlement shall have no bearing on,
23 and shall not be admissible in connection with, the issue of whether a class should be certified in a
24 non-settlement context in the Action. Defendant expressly reserves the right to oppose class
25 certification should this Settlement be modified or reversed on appeal or otherwise not become
26 final. In the event that this Agreement is not approved by the Court or any appellate court, is
27 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
28 limited, or affected in any way any claims, rights, or remedies in the Action, and Defendant will

1 not be deemed to have waived, limited, or affected in any way any of its objections or defenses in
2 the Action.

3 **V. MOTION FOR PRELIMINARY APPROVAL**

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

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

9 C. Class Counsel will prepare the motion for preliminary approval of the Settlement.
10 Defendant agrees that it will not oppose Plaintiff’s Motion for Preliminary Approval as long as it
11 is in conformity with this Agreement, nor shall it seek to delay the hearing on this motion for more
12 than thirty (30) days from the date obtained by Plaintiff. This is a material term of the Settlement
13 and any delay or opposition by Defendant will be grounds for Plaintiff to withdraw from the
14 Settlement.

15 **VI. STATEMENT OF NO ADMISSION**

16 A. Defendant denies liability for any claim or cause of action asserted in the Operative
17 Complaint and the PAGA Notice. This Agreement does not constitute, and is not intended to
18 constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations
19 or claims made against it in the Operative Complaint and the PAGA Notice.

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

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

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

12 **VII. RELEASE OF CLAIMS**

13 **A. Release As to All Participating Class Members.**

14 Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and
15 all Participating Class Members waive, release, and discharge Defendant, and its past and present
16 officers, directors, members, managers, investors, predecessors, successors, assigns, insurers,
17 reinsurers, employees, supervisors and agents (collectively, "Released Parties") of any and all
18 wage-related claims that were alleged in or which could have been alleged in the Operative
19 Complaint based on the factual allegations in the Operative Complaint, arising during the Class
20 Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to
21 pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC
22 Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code
23 sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods
24 pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to
25 pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and
26 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant
27 to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all
28 wages in a timely manner during employment pursuant to California Labor Code section 204 and

1 the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to
2 California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain
3 adequate payroll records pursuant to California Labor Code section 1174 and the IWC Wage
4 Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California
5 Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of
6 California Business & Professions Code sections 17200, *et seq.* (collectively, “Released Class
7 Claims”).

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

9 Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff, the
10 State of California, and PAGA Members waive, release, and discharge Released Parties of any and
11 all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act,
12 California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual
13 allegations and legal theories in the PAGA Notice and Operative Complaint, for alleged violations
14 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
15 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including
16 *inter alia*, Wage Order 4-2001 (collectively, “Released PAGA Claims”).

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

18 In addition to the releases made in Section VII(A)-(B), Plaintiff makes the additional
19 following general release of all claims, known or unknown. Plaintiff releases the Released Parties
20 from all claims, demands, rights, liabilities and causes of action of every nature and description
21 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,
22 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in
23 connection with Plaintiff’s relationship with Defendant as well as any and all acts or omissions by
24 or on the part of Defendant, excluding only claims that, by law, may not be privately released. (The
25 release set forth in this Section VII(C) shall be referred to hereinafter as the “General Release.”)

26 With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective
27 Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent
28

1 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code,
2 or any other similar provision under federal or state law, which provides:

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

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

12 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

13 **A. Consideration for This Agreement.**

14 As consideration for this Agreement, Defendant will make a payment that totals the Gross
15 Settlement Amount of \$625,000.00. The payment of the Gross Settlement Amount represents full
16 and complete settlement of this matter. The Gross Settlement Amount includes all Attorneys' Fees
17 and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement Award,
18 and PAGA Penalties. The balance of the Gross Settlement Amount, after deduction of Attorneys'
19 Fees and Litigation Costs, Settlement Administration Costs, Class Representative Enhancement
20 Award, and PAGA Penalties, will be the Net Settlement Amount. Defendant's employer payroll
21 taxes and contributions in connection with the wages portion of the Settlement ("Employer Taxes")
22 shall be paid separately and in addition to the Gross Settlement Amount.

23 **B. Potential Increase to the Settlement Amount.**

24 Defendant represented that the Class Members worked a total of 24,555 Workweeks during
25 the period from April 3, 2020 to February 11, 2025. Should the qualifying Workweeks worked by
26 the Class Members during the Class Period ultimately increase from this figure by more than 10%
27 (i.e., by more than 2,455 Workweeks), Defendant shall have the option to either: (1) increase the
28 Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of

1 Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks
2 increases by 11% to 2,701 Workweeks, the Gross Settlement Amount will increase by 1%), or (2)
3 shorten the Class Period to a date before the Workweeks threshold is exceeded.

4 **IX. SETTLEMENT ADMINISTRATOR**

5 Plaintiff and Defendant, through their respective counsel, have selected ILYM as the
6 Settlement Administrator to administer the Settlement, which includes but is not limited to,
7 translating the Class Notice from English to Spanish, distributing and responding to inquiries about
8 the Class Notice, determining the timeliness, validity, and/or completion of any objections,
9 Requests for Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from
10 the Net Settlement Amount. Charges and expenses of the Settlement Administrator, estimated to
11 be no more than Ten Thousand Dollars and Zero Cents (\$10,000.00), will be paid from the Gross
12 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
13 allocated \$10,000.00 will be paid from the Gross Settlement Amount. If the actual Administration
14 Costs awarded are less than the amount provided herein, the difference will be part of the Net
15 Settlement Amount. The Parties agree that this Agreement may be provided to the Settlement
16 Administrator to effectuate its implementation of the settlement procedures herein.

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

18 **A. Notice to the Class.**

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

21 1. As soon as practicable following preliminary approval of the Settlement, but
22 no later than fourteen (14) calendar days after the Preliminary Approval Date, Defendant will
23 provide to the Settlement Administrator a Microsoft Excel spreadsheet containing the following
24 information for each Class Member: (1) full name; (2) last known home address; (3) last known
25 telephone number; (4) Social Security number; (5) start and end dates of active employment as a
26 non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class
27 Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by
28 the Settlement Administrator in order to effectuate the terms of the Settlement (collectively, the

1 “Class List”). Plaintiff’s Counsel shall also receive a redacted Class List that shall only disclose
2 an identification number attributed to each Class Member and their associated Workweeks during
3 the Class Period and PAGA Period.

4 2. The Settlement Administrator shall run all the addresses provided through
5 the United States Postal Service NCOA database (which provides updated addresses for any
6 individual who has moved in the previous four years who has notified the U.S. Postal Service of a
7 forwarding address) to obtain current address information, and shall mail the Class Notice to the
8 Class Members via first-class U.S. Mail using the most current mailing address information
9 available, within seven (7) calendar days of the receipt of the Class List from Defendant.

10 3. The Class Notice will include information regarding the nature of the Action;
11 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
12 preliminarily approved the Settlement; the nature and scope of the claims being released; the
13 procedure and time period for objecting to the Class Settlement, the date and location of the Final
14 Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the
15 number of Workweeks credited to each Class Member and the procedure for disputing the number
16 of Workweeks credited; and the estimated Individual Settlement Payment and Individual PAGA
17 Payment (if any) for each Class Member.

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

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

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

6 **B. Objections.**

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

1 **C. Opportunity to Be Excluded from the Class Settlement and Defendant’s Opt-**
2 **Out Threshold.**

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

11 2. The date of the initial mailing of the Class Notice, and the date the signed
12 Request for Exclusion was postmarked, shall be conclusively determined according to the records
13 of the Settlement Administrator. Any Class Member who timely and validly submits a Request for
14 Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class
15 Settlement, and will not have any right to object, appeal, or comment thereon. Not later than five
16 (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement
17 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
18 and other identifying information of Class Members who have timely submitted valid Requests for
19 Exclusion; (b) the names and other identifying information of Class Members who have submitted
20 invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement
21 submitted (whether valid or invalid).

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

26 4. In the event that more than ten percent (10%) of the Class Members exercise
27 their right to exclude themselves and opt out of the Class Settlement, Defendant retains the
28 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return

1 all Parties back to their same position before the Settlement was reached and the Settlement
2 Agreement was entered into. In the event that Defendant exercises such rights under this Section,
3 Plaintiff and Defendant shall resume the Action. Defendant must notify Class Counsel and the
4 Court in writing of such a decision to withdraw and terminate the Settlement no later than five (5)
5 business days after receiving written notice from the Settlement Administrator that the number of
6 opt outs exceeds 10% of the Class. In the event of Defendant's withdrawal, no Party may use the
7 fact that the Parties agreed to the Settlement for any reason, and Defendant shall pay all
8 administration expenses incurred through the date of its termination of the Settlement.

9 **D. Cooperation.**

10 The Parties and their respective counsel agree not to encourage members of the Class to opt
11 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
12 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
13 of the Settlement and the Class Member's options with respect to the Settlement.

14 **XI. WORKWEEKS DISPUTE PROCEDURE**

15 **A.** If a Participating Class Member and/or PAGA Member disputes the number of
16 Workweeks or Pay Periods credited to him or her for the Class Period and/or PAGA Period, which
17 will be set forth in the Class Notice, he or she must submit a written dispute ("Workweeks Dispute")
18 that: (1) contains the case name and number of the Action; (2) contains the Participating Class
19 Member and/or PAGA Member's full name, address, telephone number, signature, and last four
20 digits of his or her Social Security number; (3) contains a statement setting forth the number of
21 Workweeks during the Class Period and/or Pay Periods during the PAGA Period that he or she
22 contends is correct and attaches any relevant documentation in support thereof; and (4) is submitted
23 to the Settlement Administrator by mail, postmarked no later than the Response Deadline. If a
24 Participating Class Member and/or PAGA Member does not dispute his or her number of
25 Workweeks or Pay Periods, the number of Workweeks and Pay Periods set forth in the Class Notice
26 will govern the Individual Settlement Payment to the Participating Class Member and/or the
27 Individual PAGA Payment to the PAGA Member, and such individual need not take further action
28 to participate in the Settlement.

1 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
2 consultation with Class Counsel and counsel for Defendant, will review the pertinent records
3 showing the dates the Participating Class Member and/or PAGA Member worked for Defendant in
4 California and the number of Workweeks and/or Pay Periods worked, which records Defendant
5 agrees to make available to the Settlement Administrator and Class Counsel.

6 **C.** After consulting with Class Counsel and counsel for Defendant, the Settlement
7 Administrator shall compute the number of Workweeks and/or Pay Periods to be used in computing
8 the Participating Class Member's *pro rata* share of the Net Settlement Amount and the PAGA
9 Member's *pro rata* share of the Employee PAGA Amount. In the event that there is a disparity
10 between the number of Workweeks a Participating Class Member claims he or she worked during
11 the Class Period and/or the number of Pay Periods a PAGA Member claims he or she worked
12 during the PAGA Period and the number of Workweeks and/or Pay Periods indicated by
13 Defendant's records, Defendant's records will control unless inconsistent with records provided by
14 the Participating Class Member and/or PAGA Member (or bona fide copies thereof), in which case
15 the records provided by the Participating Class Member and/or PAGA Member will control. The
16 Settlement Administrator's decision as to the number of Workweeks and/or Pay Periods to be
17 credited to a Participating Class Member and/or PAGA Member shall be final and non-appealable.
18 The Settlement Administrator shall send written notice of the decision on any such dispute to the
19 Participating Class Member and/or PAGA Member, to Class Counsel, and counsel for Defendant
20 within ten (10) calendar days of receipt of the Workweeks Dispute.

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

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

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

28

1 1. Defendant will calculate the number of Workweeks of each Class Member
2 during the Class Period and include this information in the Class List.

3 2. The value of each Workweek shall be determined by the Settlement
4 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
5 Participating Class Members (“Class Workweek Value”).

6 3. Each Participating Class Member’s individual Workweeks will be multiplied
7 by the Class Workweek Value to arrive at his or her Individual Settlement Payment. Individual
8 Settlement Payments for each Participating Class Member will be reduced by any required legal
9 deductions for the employee’s share of taxes and withholdings on the wages portion of the
10 Individual Settlement Payments.

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

12 PAGA Members will receive a lump sum payment as good and valuable consideration for
13 the waiver and release of Released PAGA Claims set forth in Section VII(B), above, in an amount
14 determined by the Settlement Administrator in accordance with the provisions of this Agreement.
15 Each PAGA Member’s Individual PAGA Payment will be determined as follows:

16 1. Defendant will calculate the number of Pay Periods of each PAGA Member
17 during the PAGA Period (“PAGA Pay Periods”) and include this information in the Class List.

18 2. The value of each PAGA Pay Period shall be determined by the Settlement
19 Administrator by dividing the Employee PAGA Amount by the total number of PAGA Pay Periods
20 of all PAGA Members (“PAGA Pay Period Point Value”).

21 3. Each PAGA Member’s individual PAGA Pay Periods will be multiplied by
22 the PAGA Pay Period Point Value to arrive at his or her Individual PAGA Payment.

23 **C. Funding of Settlement.**

24 Within fourteen (14) calendar days of the Effective Date, Defendant will deposit the Gross
25 Settlement Amount into an interest-bearing account established by the Settlement Administrator
26 for administration of the Settlement. At no time prior to the Effective Date shall Defendant be
27 required to escrow any portion of the Gross Settlement Amount.

28

1 **D. Time for Distribution.**

2 1. The Settlement Administrator shall distribute the Court-approved Attorney’s
3 Fees and Litigation Costs to Class Counsel, Court-approved Class Representative Enhancement
4 Award to Plaintiff, Court-approved Administration Costs to the Settlement Administrator, LWDA
5 Payment to the LWDA, Individual Settlement Payments to Participating Class Members, and the
6 Individual PAGA Payments to PAGA Members within ten (10) calendar days following the full
7 funding of the Settlement.

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

15 3. Any checks issued by the Settlement Administrator to Participating Class
16 Members and PAGA Members will be valid and negotiable for one hundred and eighty (180) days
17 after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated
18 with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks shall be
19 forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law,
20 California Civil Code § 1500, *et seq.*, to be held in trust for those Participating Class Members and
21 PAGA Members who did not timely cash their Settlement checks. The Parties agree that this
22 disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as all
23 payments to the Participating Class Members and PAGA Members will be paid out, whether or not
24 these individuals cash their Settlement checks.

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

26 The amounts paid under this Agreement do not represent a modification of any previously
27 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
28 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or

1 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's
2 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
3 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
4 form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program.
5 Defendant retains the right to modify the language of its benefit plan, policies, and bonus programs
6 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
7 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
8 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
9 any other purpose, and that additional contributions or benefits are not required by this Settlement.

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

11 Defendant shall not oppose an application by Class Counsel for an amount up to thirty-five
12 percent (35%) of the Gross Settlement Amount (i.e., \$218,750.00, if the Gross Settlement Amount
13 remains at \$625,000.00) for all past and future attorneys' fees necessary to prosecute, settle, and
14 administer the Action and this Settlement. Additionally, Defendant shall not oppose an application
15 by Class Counsel for an amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for all
16 past and future litigation costs and expenses necessary to prosecute, settle, and administer the
17 Action and the Settlement. Any Attorneys' Fees or Litigation Costs awarded to Class Counsel by
18 the Court as part of the Settlement shall be deducted from the Gross Settlement Amount for the
19 purpose of determining the Net Settlement Amount. The "future" aspect of these amounts includes,
20 without limitation, all time and expenses expended by Class Counsel in implementing the
21 Settlement and securing preliminary and final approval (including any appeals therein). There will
22 be no additional consideration paid by Defendant for such work; although such work may cause
23 Class Counsel's lodestar to increase, Class Counsel will be limited to the Attorneys' Fees and
24 Litigation Costs provided for under the Settlement. The Attorneys' Fees and Litigation Costs shall
25 include all attorneys' fees, litigation costs, and expenses for which Plaintiff and Class Counsel
26 could claim under any legal theory whatsoever with respect to the Action. Within ten (10) calendar
27 days following the full funding of the Settlement, the Settlement Administrator shall disburse
28 payment to Class Counsel from the Gross Settlement Amount for the Court-approved Attorneys'

1 Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys'
2 Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such
3 unapproved portion or portions shall be part of the Net Settlement Amount to be distributed to
4 Participating Class Members on a *pro rata* basis.

5 **XV. CLASS REPRESENTATIVE ENHANCEMENT AWARD TO PLAINTIFF**

6 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive
7 an amount in excess of \$10,000.00 for her participation in and assistance with the Action. Any
8 Class Representative Enhancement Award awarded to Plaintiff by the Court as part of the
9 Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the
10 Net Settlement Amount, and shall be reported on an IRS Form 1099. If the Court approves a Class
11 Representative Enhancement Award of less than \$10,000.00 to Plaintiff, then the unapproved
12 portion or portions shall be part of the Net Settlement Amount to be distributed to Participating
13 Class Members on a *pro rata* basis.

14 **XVI. TAXATION AND ALLOCATION**

15 **A.** The Parties agree that all employees' share of employment taxes and other legally
16 required withholdings will be withheld from payments to the Participating Class Members and
17 Plaintiff based on the Parties stipulated allocation of the Net Settlement Amount as provided for in
18 this Section.

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

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

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

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

6 F. The employer's share of payroll taxes and contributions on the wages portion of
7 Individual Settlement Payments will be paid by Defendant in addition to and not as a deduction
8 from the Gross Settlement Amount.

9 **XVII. PAGA ALLOCATION**

10 In order to implement the terms of this Settlement and to settle claims alleged under the
11 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
12 allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount
13 as PAGA Penalties. Sixty-five percent (65%) of the PAGA Penalties (i.e., \$32,500.00) will be
14 distributed to the LWDA, and thirty-five percent (35%) of the PAGA Penalties (i.e., \$17,500.00)
15 will be distributed on a *pro-rata* basis to the PAGA Members. Plaintiff's Counsel will provide
16 notice to the LWDA of the fact that the Settlement has been approved by the Court along with a
17 copy of the Final Approval Order through the appropriate LWDA/DIR website. PAGA Members
18 will be issued their Individual PAGA Payments regardless of their decision to opt-out of the Class
19 Settlement.

20 **XVIII. COURT APPROVAL**

21 A. This Agreement and the Settlement is contingent upon final approval by the Court
22 and entry of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably
23 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
24 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
25 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
26 respects. Plaintiff and Defendant expressly agree that they will not file any objection to the terms
27 of the Settlement or assist or encourage any person or entity to file any such objection.

28

1 **B.** In the event it becomes impossible to secure approval of the Settlement, the Parties
2 shall be restored to their respective positions in the Action, as of the date on which the Settlement
3 was reached, except as otherwise provided in Section XIX, below.

4 **XIX. MISCELLANEOUS PROVISIONS**

5 **A. Interim Stay of Action.**

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

9 **B. Interpretation of the Agreement.**

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

27 **C. Further Cooperation.**

28 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare

1 and execute all documents, to seek the necessary approvals from the Court, and to do all things
2 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

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

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

8 **E. Neutral Employment Reference.**

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

14 **F. Counterparts.**

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

18 **G. Authority.**

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

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

22 Plaintiff, Participating Class Members, PAGA Members, the LWDA, Defendant, and
23 Released Parties are intended beneficiaries of this Agreement, and there are no other third-party
24 beneficiaries.

25 **I. Modification.**

26 Before this Agreement has been submitted to the Court in connection with seeking
27 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
28 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court

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

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

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

11 **K. California Law Governs.**

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

14 **L. Severability.**

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

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

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

24 **N. Waiver.**

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

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

P. Binding Agreement.

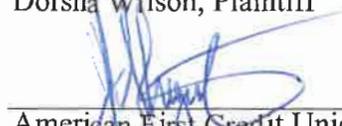
The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding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

IT IS SO AGREED:

Date: 05/06/2025


Dorsha Wilson (May 6, 2025 15:45 PDT)
Dorsha Wilson, Plaintiff

Date: 5/9/25


American First Credit Union, Defendant
Name: Jon Shigematsu
Position: CEO

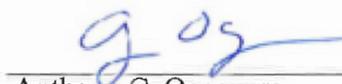
APPROVED AS TO FORM:

Date: May 7, 2025

PARKER & MINNE, LLP

Jill J. Parker
Attorneys for Plaintiff Dorsha Wilson and Proposed Class Counsel

Date: May 9, 2025

O'HAGAN MEYER

Anthony C. Ocguera
Attorneys for Defendant American First Credit Union