

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9

0

1
2
3
4
56
7

8
9
0

21
22
23
24

25
26
27
28

transmitted in electronic form and shall include each Class Member's: full name; last known address; Social Security number; Qualified Pay Periods; and Qualified PAGA Pay Periods.

6. "Class Members" means all Recruiters, Recruiting Managers, Account Managers, Senior Recruiting Managers, and Senior Account Managers employed by Defendant in California who worked at Defendant's branch offices and were classified as exempt during the Class Period.

7. "Class Notice" means the Notice of Class Action and PAGA Settlement, substantially in the form attached as **Exhibit 1**, which shall be subject to approval by the Arbitrator and which the Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulated Settlement.

8. "Class Period" means the period from April 9, 2017 through January 14, 2022.

9. "Class Representative Service Award" means the amount that the Arbitrator authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment and PAGA Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action.

10. "Complaint" means the operative First Amended Complaint filed in the District Court Proceeding on October 6, 2021, which serves as the basis for the Action and will be filed in arbitration for settlement purposes.

11. "Court" means the state or federal court, in a jurisdiction agreed upon by the Parties, to which the Parties submit for the Final Order and Judgment after the Arbitrator issues an order granting final approval of the Settlement, and prior to Defendant funding the Settlement.

12. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, including Susan M. Steward and Joshua N. Lange for Defendant Staffmark Investment LLC.

13. "Defendant" means Defendant Staffmark Investment LLC.

14. "District Court Proceeding" means the lawsuit *Griselda Munguia, individually and for others similarly situated v. Staffmark Investment LLC* at Civil Action No. 8:21-cv-

00664-DOC-DFM, in the United States District Court for the Central District of California.

15. “Effective Date” means the first business day following the last of the following events to occur, each of which must be satisfied: (a) this Stipulated Settlement has been signed by the Parties; (b) the Arbitrator has executed an order granting final approval of the Stipulated Settlement; (c) the entry of a final order and judgment confirming the Arbitrator’s final approval order and entering final judgment thereon by a state or federal district court (“Final Order and Judgment”) in an agreed upon jurisdiction prior to Defendant funding the Settlement; and (d) any applicable period of potential appeal has expired or, if an appeal is taken, the appeal results in approval of this settlement, with no opportunity for further appeal.

16. “Employer’s Share of Payroll Taxes” means Defendants’ portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments that constitutes wages. The Employer’s Share of Payroll Taxes shall be paid separately from and in addition to the Maximum Settlement Amount.

17. “Exclusion Form” means the form which shall be sent by the Settlement Administrator to each Class Member and by which Class Members may elect to be excluded from the Action and Settlement, substantially in the form attached as **Exhibit 2**.

18. “Final Approval Hearing” means the hearing to be conducted by the Arbitrator after the filing by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the Class and Settlement and to object to the Settlement, at which time Plaintiff shall request that the Arbitrator issue an order granting final approval as to the fairness, reasonableness and adequacy of the terms and conditions of the Stipulated Settlement.

19. “Final Order and Judgment” means the order and judgment to be entered by a state or federal district court in a jurisdiction agreed upon by the Parties (the “Court” as defined in paragraph 11, above), after the Arbitrator grants final approval of the Settlement, but prior to Defendant funding the Settlement, and as binding upon the Parties and Participating Class Members.

20. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member.

21. "Information Sheet" means the form that shall be prepared by the Settlement Administrator and sent to each Class Member that sets forth that Class Member's Qualified Pay Periods, Qualified PAGA Pay Periods, and estimated Individual Settlement Payment, as well as the estimated PAGA Payment for each PAGA Group Member, substantially in the form attached as **Exhibit 3**.

22. "LWDA" means the California Labor and Workforce Development Agency.

23. "Maximum Settlement Amount" means the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Payments to Participating Class Members, the Class Counsel Award, the Settlement Administration Costs, the Class Representative Service Award, and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendant. Subject to Arbitrator approval and the terms of this Stipulated Settlement, the Maximum Settlement Amount Defendants shall be required to pay is Two Million Six Hundred and Ninety Thousand Dollars and Zero Cents (\$2,690,000.00). Defendant's Share of Payroll Taxes shall be paid separately from and in addition to the Maximum Settlement Amount.

24. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and the Class Representative Service Award.

25. "Notice Packet" means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Class Notice, the Exclusion Form, the Objection Form, and the Information Sheet.

26. "Objection Form" means the form, attached as **Exhibit 4**, which Participating Class Members who object to the terms of the Settlement must submit to the Settlement Administrator by the Response Deadline.

27. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

28. “PAGA Group Members” means all Class Members employed by Defendant in California during the PAGA Period.

29. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member.

30. “PAGA Period” means the period from March 21, 2021 (one year prior to the date Plaintiff mailed her requisite notice to the LWDA pursuant to California Labor Code Section 2698, *et seq.*) through April 23, 2022.

31. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000.00). Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be distributed to PAGA Group Members as their PAGA Payment.

32. “Participating Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Exclusion Form.

33. “Parties” means Plaintiff and Defendants.

34. “Plaintiff” means Plaintiff Griselda Munguia.

35. “Preliminary Approval Order” means the order to be issued by the Arbitrator approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulated Settlement, among other things.

36. “Qualified Pay Periods” means the total number of weekly pay periods that a Participating Class Member actually performed work for Defendant as a Class Member during the Class Period. Qualified Pay Periods will be calculated to exclude weekly pay periods in which a Participating Class Member did not perform any work but earned compensation for

1 non-work time such as vacation time, sick time, disability leave, or other medical leave.

2 37. "Qualified PAGA Pay Periods" means the total number of weekly pay periods
3 during the PAGA Period that PAGA Group Members actually performed work for Defendant as
4 a Class Member. Qualified PAGA Pay Periods will be calculated to exclude weekly pay
5 periods in which PAGA Group Members did not perform any work but earned compensation for
6 non-work time such as vacation time, sick time, disability leave, or other medical leave.

7 38. "Released PAGA Claims" means all claims for civil penalties that could have
8 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing
9 letter to the LWDA on March 21, 2022. The Released PAGA Claims will be effective at the
10 time Defendant submits payment of the Maximum Settlement Amount to the Settlement
11 Administrator.

12 39. "Released Class Claims" with respect to the Participating Class Members (other
13 than Plaintiff) means all wage and hour claims, rights, demands, liabilities, and causes of action
14 of every nature and description, known and unknown, as alleged in the Action or that could
15 have been asserted in the Action based on the facts alleged, arising from or related to the
16 following claims against the Released Parties, as defined in paragraph 41, below: for
17 misclassification, meal and rest breaks; unpaid wages, including minimum wages, regular
18 wages, overtime and double time wages; wage statement violations; untimely wages and
19 wages due upon termination; and derivative claims ("Released Class Claims."). Released
20 Class Claims shall also mean any other wage and hour claims related to this Action by all
21 individuals whether known or unknown, suspected or unsuspected, that were or could have been
22 alleged or asserted based on a Class Member's employment with Defendant during the Class
23 Period, including all claims that were or could have been brought under the California Labor
24 Code, the applicable Industrial Wage Commission Wage Orders, the federal Fair Labor
25 Standards Act, Business and Professions Code section 17200 as it relates to the underlying
26 Labor Code claims referenced above, and penalties under the Private Attorneys General Act as
27 it relates to the underlying Labor Code claims referenced above, including any damages,

1 restitution, interest, waiting time penalties, statutory and civil penalties, punitive damages,
2 attorneys' fees, costs, or any other form of relief whatsoever, during the Class Period. With
3 regard to the released claims, each Class Member shall also waive all rights and benefits
4 afforded by California Civil Code section 1542. All Class Members who negotiate their
5 settlement checks will also release all claims that could have been brought under the Fair Labor
6 Standards Act, including, without limitation, claims under 29 U.S.C. §§ 206, 207 and 216, that
7 have been asserted in the Action. The Settlement checks shall read, "By negotiating this check,
8 you agree to release all claims you may have under the Fair Labor Standards Act." The
9 Released Class Claims will be effective at the time Defendant submits payment of the
10 Maximum Settlement Amount to the Settlement Administrator.

11 40. "Released Claims," with respect to Plaintiff, means Plaintiff, for herself and on
12 behalf of her agents, attorneys, representatives, successors, and assigns, forever releases the
13 Released Parties, as defined in paragraph 41, below, from any and all claims, demands, rules or
14 regulations, or any other causes of action of whatever nature, whether known or unknown,
15 including but not limited to Title VII of the Civil Rights Act of 1964, as amended; Sections
16 1981 through 1988 of Title 42 of the United States Code, as amended; The Genetic Information
17 Nondiscrimination Act of 2008 (GINA); The Employee Retirement Income Security Act of
18 1974 ("ERISA") (except for any vested benefits under any tax qualified benefit plan); The Civil
19 Rights Act of 1991; The Immigration Reform and Control Act; The Americans with Disabilities
20 Act of 1990; The Family and Medical Leave Act; The Equal Pay Act; The Sarbanes Oxley Act;
21 The Dodd-Frank Act, any and all tort claims, contract claims, claims for unpaid wages,
22 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
23 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
24 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
25 under any federal, state or other governmental statute, law, regulation or ordinance, including,
26 but not limited to, claims for violation of the Fair Labor Standards Act, the California Labor
27 Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and
28

hour laws, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Family Rights Act, the Family and Medical Leave Act, California’s Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.*, any claim for costs, fees, interest, or other expenses including attorneys’ fees incurred in any matter; or any and all claims for bonuses, commissions or any claims for incentive compensation of any type, whether under common law or policy or contract, and any other federal, state or local human rights, civil rights, wage-hour, whistleblower, pension or labor laws, rules and/or regulations, public policy, any and all claims that were asserted or that could have been asserted in the Action, any claim for breach of contract, contract or tort laws, or any claim arising under common law, such as claims for malicious prosecution, misrepresentation, defamation, false imprisonment, libel, slander, invasion of privacy, negligence, claims based on theories of strict liability or *respondeat superior*, infliction of emotional distress, wrongful termination of employment, or otherwise, or any other action or grievance against the Releasees, based upon any conduct occurring through the date of the Final Order and Judgment. Plaintiff expressly waives and relinquishes any and all claims, rights or benefits she may have under California Civil Code section 1542, which provides as follows: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”** Plaintiff may later discover claims or facts in addition to, or different from, those which she knows or believes to exist, but she expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist at the time she signs this Stipulated Settlement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendant, whether related to compensation or otherwise. The Parties further acknowledge, understand and agree that this Stipulated Settlement would not have been finalized without this representation and

1 commitment from the Plaintiff. In the event Plaintiff becomes a party, representative, or
2 member of any claim against any of the Released Parties, Plaintiff agrees to waive Plaintiff's
3 right to any monetary award in such an action. Nothing in this Agreement is intended to waive
4 any of the following: (i) any rights Plaintiff may have to workers' compensation benefits in
5 accordance with applicable law; (ii) claims that may arise after the Final Order and Judgment;
6 (iii) claims which cannot be released by private agreement; or (iv) any rights to enforce this
7 Stipulated Settlement.

8 41. "Released Parties" means Staffmark Investment LLC and each of its past and
9 present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries,
10 predecessors, successors, joint ventures, assigns, and their respective shareholders, owners,
11 officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers,
12 representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies,
13 representatives, customers, consultants, and attorneys.

14 42. "Response Deadline" means the date forty-five (45) days after the Settlement
15 Administrator mails the Notice Packet to Class Members and the last date on which Class
16 Members may submit an Exclusion Form or Objection Form.

17 43. "Settlement" means the final and complete disposition of the Action pursuant to
18 this Stipulated Settlement.

19 44. "Settlement Administration Costs" means the reasonable costs and fees of
20 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
21 Settlement Amount, not to exceed Four Thousand Dollars (\$4,000.00), including, but not
22 limited to: (i) printing and mailing and re-mailing (if necessary) of Notice Packets to Class
23 Members; (ii) preparing and submitting to Participating Class Members and government entities
24 all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
25 Settlement Payments, the PAGA Settlement Amount, Class Representative Service Award, and
26 Class Counsel Award; (iv) processing and validating Requests for Exclusion; (v) establishing a
27 Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and
28

1 remitting to the appropriate government agencies all employer and employee payroll tax
2 obligations arising from the Settlement and preparing and submitting filings required by law in
3 connection with the payments required by the Settlement; (vii) providing weekly updates to
4 Class Counsel and Defense Counsel regarding the administration of the Settlement; (viii)
5 mailing a reminder postcard to any Class Member whose settlement distribution check has not
6 been negotiated within 60 days after the date of mailing; and (ix) posting the Judgment on the
7 Settlement Administrator's website.

8 45. "Settlement Administrator" means Simpluris, Inc. ("Simpluris"). The experience
9 and qualification of Simpluris is set forth in the Declaration of Eric Springer on Behalf of
10 Simpluris, Inc., attached hereto as **Exhibit 5**.

11 46. "Total Qualified Pay Periods" means the total number of Qualified Pay Periods
12 worked by all Participating Class Members for Defendants during the Class Period.

13 47. "Total Qualified PAGA Pay Periods" means the total number of Qualified PAGA
14 Pay Periods worked by all PAGA Group Members for Defendant during the PAGA Period.

15 **RECITALS**

16 48. Procedural History. On October 6, 2021, Plaintiff filed her First Amended
17 Complaint, in the United States District Court for the Central District of California, Civil Action
18 No. 8:21-cv-00664-DOC-DFM, entitled *Griselda Munguia, individually and for others similarly*
19 *situated v. Staffmark Investment LLC*, alleging: (1) Failure to pay wages (Cal. Lab. Code §§
20 510, 1194, 1194.5; IWC Wage Orders; (2) Failure to provide compensation for missed meal and
21 rest periods (Cal. Lab. Code §§ 226, 512; IWC Wage Orders; (3) Violations of record keeping
22 requirements (Cal. Lab. Code § 226); (4) Waiting time penalties (Cal. Lab. Code § 203); and (5)
23 Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.), on behalf of
24 herself and all similarly situated Class Members of Defendant.

25 49. On November 19, 2021, Plaintiff and Defendants participated in a private
26 mediation with Judge Linda Quinn (Ret.), and reached a settlement in principle after a full day
27 of mediation. On December 7, 2021, the Parties entered into a fully executed Memorandum of
28

Understanding, subject to the Parties entering into a more comprehensive written settlement agreement.

50. Prior to the mediation, the Parties engaged in informal discovery on class-wide issues. Defendants produced to Plaintiff, for analysis by Class Counsel: Plaintiff's personnel and payroll file, all relevant wage and hour policies, sample wage statements used during the Class Period for weekly and biweekly pay periods, and a spreadsheet with detailed classwide information for all Class Members, including annual rates of pay, whether actively employed or separated from employment, termination dates where applicable, total number of workweeks as to each Class Member.

51. On December 15, 2021, the Parties entered into a stipulation to dismiss the Action from the District Court Proceedings, which that District Court then granted, without prejudice, on December 16, 2021.

52. Also on December 15, 2021, the Parties entered into an "Agreement to Private Arbitration" for the limited and exclusive purpose of approving and facilitating the administration of the Settlement.

53. On March 21, 2022, Plaintiff submitted her pre-filing PAGA notice letter with the LWDA online and mailed a copy to Defendant via certified mail, set forth the alleged California Labor Code violation and supporting facts and theories thereto.

54. As the Parties awaited completion of Plaintiff's exhaustion of her administrative requirements for her PAGA claim pursuant to California Labor Code section 2699.3, the Parties agreed to arbitrate the Action with Arbitrator Dennis Moss, Esq., in accordance with the Parties' "Agreement to Private Arbitration" set forth in paragraph 52, above.

55. Within seven (7) days of the execution of this Stipulated Settlement, Plaintiff shall file the Action in Arbitration and a Motion for Preliminary Approval of the Stipulated Settlement, requesting that the Arbitrator preliminarily approve the Stipulated Settlement for settlement purposes only, as well as the Notice Packet, and to set a hearing date for a Motion for Final Approval of the Stipulated Settlement.

1 56. Within twenty-one (21) days following the Arbitrator's issuance of an order
2 granting final approval of the Stipulated Settlement, the Parties shall file a petition in the Court
3 for the Final Order and Judgment, as defined in paragraphs 11 and 19, above, and also set forth
4 in paragraph 66, below.

5 57. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class
6 Counsel recognize the expense and length of continued proceedings necessary to litigate
7 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also
8 has taken into account the uncertainty and risks of the outcome of further litigation, and the
9 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
10 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
11 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
12 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
13 also have taken into account Defendant's agreement to enter into a settlement that confers
14 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
15 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
16 reasonable, and is in the best interests of all Class Members.

17 58. Defendant's Reasons for Settlement. Defendant has concluded that any further
18 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
19 Defendant's time, energy, and resources have been, and unless this Settlement is completed,
20 shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has
21 also taken into account the risks of further litigation in reaching its decision to enter into this
22 Settlement. Even though Defendant continues to contend that it is not liable for any of the
23 claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the
24 manner and upon the terms set forth in this Stipulated Settlement and to put to rest the claims
25 alleged in the Action. Defendant has asserted and continues to assert that the claims alleged by
26 Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or
27 other payments. This Stipulated Settlement is a compromise of disputed claims. Nothing
28

1 contained in this Stipulated Settlement, no documents referred to herein, and no action taken to
2 carry out this Stipulated Settlement, shall be construed or used as an admission by or against
3 Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant
4 contends that it has complied with all applicable state, federal and local laws.

5 **TERMS OF SETTLEMENT**

6 NOW THEREFORE, in consideration of the mutual covenants, promises, and
7 agreements set forth herein, the Parties agree, subject to the Arbitrator's approval, as follows:

8 59. Binding Settlement. This Settlement shall bind the Parties, all Participating Class
9 Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and
10 the occurrence of the Effective Date.

11 60. Tax Liability. The Parties make no representations as to the tax treatment or
12 legal effect of the payments specified herein, and Class Members are not relying on any
13 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
14 Participating Class Members understand and agree that they shall be responsible for the
15 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
16 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
17 resulting from treatment of such payments as non-taxable, including the treatment of such
18 payments as not subject to withholding or deduction for payroll and employment taxes.

19 61. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
20 provision of this Stipulated Settlement, and no written communication or disclosure between or
21 among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to
22 be, nor shall any such communication or disclosure constitute or be construed or be relied upon
23 as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR
24 Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
25 own, independent legal and tax counsel for advice (including tax advice) in connection with this
26 Stipulated Settlement, (b) has not entered into this Stipulated Settlement based upon the
27 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
28

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 Stipulated Settlement.

62. Preliminary Approval of Settlement. Within seven (7) days after this Stipulated Settlement is fully executed, Plaintiff shall move the Arbitrator to enter the Preliminary Approval Order, thereby conditionally certifying the Class for settlement purposes only and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Arbitrator for preliminary approval. The Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that the conditional certification of the Class is for settlement purposes only and is in no way an admission by Defendant in the Action or in any other proceeding that class certification is proper.

63. Release by Plaintiff and Other Participating Class Members: Upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiff and all other Participating Class Members shall be deemed to have released their respective Released Class Claims and Released PAGA Claims against the Released Parties.

64. Settlement Administration.

a. Within fifteen (15) days after the Arbitrator issues the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice Packets to Class Members.

i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fifteen (15) days after receiving the Class

Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best practical notice to Class Members and fully complies with due process.

ii. Undeliverable Notice Packets. Any Notice Packet returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned as non-delivered, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice Packet shall have their Response Deadline extended by fifteen (15) days from the date the Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Participating Class Member and shall be bound by all terms of the Settlement and the Order and Final Judgment.

iii. Determination of Individual Settlement Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Payment under the terms of this Stipulated Settlement. If a Participating Class Member disputes any aspect of his or her Individual Settlement Payment or number of Qualified Pay Periods, that Participating Class Member may submit supporting evidence to the Settlement Administrator as explained in the Information Sheet. Defendant's records regarding the number

1 of Qualified Pay Periods will be presumed correct, unless the Participating Class Member
2 provides documentation to the Settlement Administrator that establishes otherwise. The
3 Settlement Administrator will evaluate the evidence submitted by the Participating Class
4 Member and will make the final decision as to the number of Qualified Pay Periods that should
5 be applied and/or the Individual Settlement Payment to which the Participating Class Member
6 may be entitled. The Settlement Administrator's determination of the eligibility for and amount
7 of each Individual Settlement Payment shall be binding upon the Class Member and the Parties,
8 yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud
9 or gross negligence, Defendant's records shall be given the presumption of accuracy. If the
10 Settlement Administrator is unable to resolve the dispute, the Arbitrator may make an ultimate
11 decision with respect to the Participating Class Member's number of Qualified Pay Periods and
12 Individual Settlement Payment.

13 iv. Determination of PAGA Payments. The Settlement Administrator
14 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
15 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
16 number of Qualified PAGA Pay Periods, that PAGA Group Member may submit supporting
17 evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement
18 Administrator will evaluate the evidence submitted by the PAGA Group Member and will make
19 the final decision as to the number of Qualified PAGA Pay Periods that should be applied
20 and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement
21 Administrator's determination of the eligibility for and amount of each PAGA Payment shall be
22 binding upon the PAGA Group Members and the Parties, yet subject to review by Class
23 Counsel, Defense Counsel, and the Arbitrator. In the absence of fraud or gross negligence,
24 Defendant's records shall be given the presumption of accuracy. If the Settlement
25 Administrator is unable to resolve the dispute, the Arbitrator may make an ultimate decision
26 with respect to the PAGA Group Member's number of Qualified PAGA Pay Periods and PAGA
27 Payment.

1 v. Disputes Regarding Administration of Settlement. Any dispute
2 not resolved by the Settlement Administrator concerning the administration of the Settlement
3 shall be resolved by the Arbitrator.

4 b. Exclusions. The Class Notice shall explain that Class Members who wish
5 to exclude themselves from the Class and Settlement must submit an Exclusion Form to the
6 Settlement Administrator by the Response Deadline. The Exclusion Form: (1) must contain the
7 name and address of the person requesting exclusion; (2) must be signed by the Class Member;
8 and (3) must be postmarked by the Response Deadline and returned to the Settlement
9 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel
10 and the Arbitrator, the date of the postmark on the return mailing envelope on the Exclusion
11 Form shall be the exclusive means used by the Settlement Administrator to determine whether a
12 Class Member has timely requested exclusion from the Settlement. Any Class Member who
13 timely and properly requests to be excluded from the Settlement shall not be entitled to any
14 benefits under the Settlement and shall not be bound by the terms of the Settlement, nor shall
15 the Class Member have any right to object to the Settlement or appeal from the entry of the
16 Final Order and Judgment. Unless otherwise ordered by the Arbitrator, Class Members who do
17 not submit a valid and timely Exclusion Form on or before the Response Deadline shall be
18 bound by all terms of the Settlement and the Final Order and Judgment entered in this Action if
19 the Settlement is finally approved by the Court. No later than ten (10) days after the Response
20 Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list
21 of all Class Members who submitted a timely and valid Exclusion Form. The Settlement
22 Administrator shall authenticate all Exclusion Forms it receives as attachments to a declaration
23 submitted concurrently with Plaintiff's motion for final approval of the Settlement. A Class
24 Member who is also a PAGA Group Member and requests exclusion from the Settlement will
25 still be entitled to a PAGA Payment.

26 c. Defendant's Right to Void Settlement. If more than ten percent (10%) of
27 Class Members timely submit an Exclusion Form, Defendant shall have the exclusive right to
28

void this Settlement. Defendant shall make their election prior to the date of the Final Approval Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class certification shall be considered void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Stipulated Settlement had been neither entered into nor filed with the Arbitrator, and any and all monies paid by Defendant shall be returned to Defendant with the exception the Settlement Administration Costs. Any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by Defendant to the Settlement Administrator.

d. Objections. The Class Notice shall state that Participating Class Members who wish to object to the Settlement shall submit to the Settlement Administrator an Objection Form by the Response Deadline. The Objection Form must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel, and the Arbitrator, the date of the postmark on the return mailing envelope on the Objection Form shall be the exclusive means used by the Settlement Administrator to determine whether a Class Member has timely objected to the Settlement. Class Counsel shall ensure that all Objection Forms submitted to the Settlement Administration will be filed concurrently with the final approval papers. Participating Class Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear. If a Class Member does not submit an Objection Form or appear in person to object, either personally or through counsel, such objection shall be deemed waived, unless otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a Notice of Objection or appeal from the Final Order and Judgment.

e. Monitoring and Reviewing Settlement Administration. The Parties have

1 the right to monitor and review the administration of the Settlement to verify that the monies
2 allocated under the Settlement are distributed in a correct amount, as provided for in this
3 Stipulated Settlement.

4 f. Best Efforts. The Parties agree to use their best efforts to carry out the
5 terms of this Settlement.

6 65. Funding and Allocation of Maximum Settlement Amount. Class Members shall
7 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
8 no portion of the Maximum Settlement Amount shall revert to Defendant. The Maximum
9 Settlement Amount shall be paid by Defendant to the Settlement Administrator within 15 days
10 after the Effective Date. Defendant shall provide the Maximum Settlement Amount to the
11 Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire
12 transfer. If this Settlement is not finally approved by the Arbitrator in full, or is terminated,
13 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
14 occur, then no Maximum Settlement Amount shall be paid.

15 a. Individual Settlement Payments. Individual Settlement Payments shall be
16 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid
17 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the
18 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's
19 last known mailing address within fourteen (14) days after Defendant provides the Settlement
20 Administrator with the total Maximum Settlement Amount. Individual Settlement Payments
21 shall be allocated as follows: 20% as wages subject to all applicable tax withholdings, 40% as
22 non-wage penalties not subject to payroll tax withholdings, and 40% as non-wage interest not
23 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2
24 to each Participating Class Member for the portion of the Individual Settlement Payment
25 allocated as wages and subject to all applicable tax withholdings. The Settlement Administrator
26 shall issue an IRS Form 1099 to each Participating Class Member for the portion of the
27 Individual Settlement Payments allocated as non-wage penalties and interest are not subject to
28

1 payroll tax withholdings. Defendant shall be responsible for their respective share of payroll
2 taxes due on the portion of the net settlement fund allocated to wages, in addition to the
3 Maximum Settlement Amount.

4 i. Each Participating Class Member's Individual Settlement
5 Payment shall be calculated solely by the Settlement Administrator according to the following
6 formula: Defendant shall provide the Settlement Administrator with the Total Qualified Pay
7 Periods; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the
8 Total Qualified Pay Periods and then (2) multiply each Participating Class Member's number of
9 Qualified Pay Periods by the result in (1) to obtain the amount of each Participating Class
10 Member's Individual Settlement Payment. The Individual Settlement Payment will be reduced
11 by any required legal deductions for each Participating Class Member.

12 ii. Individual Settlement Payments shall be made by check and shall
13 be made payable to each Participating Class Member as set forth in this Stipulation.

14 iii. The back of each check issued to Participating Class Members
15 shall state as follows: "By negotiating this check, you agree to release all claims you may have
16 under the Fair Labor Standards Act. You also understand and agree to the following: My
17 signature hereon constitutes my declaration, under penalty of perjury, that I am the individual to
18 whom this check was made payable and serves as my full and complete release of all 'Released
19 Class Claims' as described more fully in the Stipulation of Class Action and PAGA Settlement."

20 iv. If an Individual Settlement Payment check remains uncashed after
21 sixty (60) days from the date of mailing, the Settlement Administrator shall mail a reminder
22 postcard to the Participating Class Member. If an Individual Settlement Payment check remains
23 uncashed after One Hundred Eighty (180) days from the date of mailing, the Settlement
24 Administrator shall void the check and the funds from the voided check shall be distributed by
25 the Settlement Administrator to the California State Controller's Office Unclaimed Property
26 Fund in the name of the Participating Class Member.

27 b. PAGA Payments. PAGA Payments shall be paid by the Settlement
28

1 Administrator from the Maximum Settlement Amount. Thirty Seven Thousand Five Hundred
2 Dollars (\$37,500.00) shall be paid by the Settlement Administrator directly to the LWDA within
3 fourteen (14) days after Defendant provides the Settlement Administrator with the total
4 Maximum Settlement Amount. PAGA Group Members' PAGA Payments shall be paid by the
5 Settlement Administrator pursuant to the formula set forth herein. PAGA Payments shall be
6 mailed by the Settlement Administrator by regular First Class U.S. Mail to each PAGA Group
7 Member's last known mailing address within fourteen (14) days after Defendants provide the
8 Settlement Administrator with the total Maximum Settlement Amount. PAGA Payments shall
9 be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement
10 Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA
11 Payment.

12 i. Each PAGA Group Member's PAGA Payment shall be calculated
13 solely by the Settlement Administrator according to the following formula: Defendant shall
14 provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the
15 Settlement Administrator shall then (1) divide Twelve Thousand Five Hundred Dollars
16 (\$12,500.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA
17 Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the
18 amount of each PAGA Group Member's PAGA Payment.

19 ii. PAGA Payments shall be made by check and shall be made
20 payable to each PAGA Group Member as set forth in this Stipulated Settlement.

21 iii. If a PAGA Group Member's PAGA Payment check remains
22 uncashed after sixty (60) days from the date of mailing, the Settlement Administrator shall mail
23 a reminder postcard to the PAGA Group Member. If a PAGA Group Member's PAGA
24 Payment check remains uncashed after One Hundred Eighty (180) days from the date of
25 mailing, the Settlement Administrator shall void the check and the funds from the voided check
26 shall be distributed by the Settlement Administrator to the California State Controller's Office
27 Unclaimed Property Fund in the name of the PAGA Group Member.

iv. Individual Settlement Payments and PAGA Payments shall be issued to Participating Class Members in one check.

c. Individual Settlement Payments Do Not Trigger Employment Relationship or Additional Benefits. All monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income to such Participating Class Members solely in the year in which such monies actually are received by the Participating Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Payments shall not entitle any Participating Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to be made by Defendant to Participating Class Members in connection with this Settlement, with the exception of Plaintiff and PAGA Group Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any collective bargaining agreement or in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

d. Class Representative Service Award. Subject to Court approval, Plaintiff shall be paid a Class Representative Service Award not to exceed Ten Thousand Dollars (\$10,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing and prosecuting the Action and for releasing his Released Claims. Defendant agrees not to oppose or object to this request if it complies with the terms of this Stipulated Settlement. The Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no later than fourteen (14) days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. The Settlement Administrator shall issue an IRS

Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her respective Class Representative Service Award and shall hold harmless Defendant, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual Settlement Payment and PAGA Payment. Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments.

e. Class Counsel Award. Subject to Court approval, Class Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to exceed 40% of the sum of the Maximum Settlement Amount, which amounts to One Million Seventy-Six Thousand Dollars and Zero Cents (\$1,076,000.00). In addition, subject to the Arbitrator's approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's prosecution of the Action in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Class Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award approved by the Court. Defendant shall not oppose or object to Class Counsel's request for a Class Counsel Award that complies with the terms of this Stipulated Settlement. In the event the Arbitrator awards Class Counsel less than One Million Seventy-Six Thousand Dollars and Zero Cents (\$1,076,000.00) in attorneys' fees and/or less than Fifteen Thousand Dollars (\$15,000.00) in costs, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. Class Counsel shall be paid any Arbitrator-approved attorneys' fees and costs no later than fourteen (14) days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class

Counsel for the Class Counsel Award. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

f. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are estimated not to exceed Four Thousand Dollars (\$4,000.00). Any portion of the estimated or designated Settlement Administration Costs that are not in fact required to fulfill the total settlement administration costs shall become part of the Net Settlement Amount. Prior to Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

iii. The Settlement Administrator shall be entitled to withdraw from the QSF its Settlement Administration Costs no earlier than fourteen (14) days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount.

66. Final Approval Hearing and Entry of Final Order and Judgment. Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Arbitrator to determine whether to grant final approval of the Settlement, including determining the amounts properly payable for: (i) the Class Counsel Award; (ii) the Class Representative

1 Service Award; and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing,
2 the Settlement Administrator shall provide a written report or declaration to the Parties
3 describing the process and results of the administration of the Settlement to date, which report
4 or declaration shall be filed by Plaintiff with the Arbitrator prior to the Final Approval Hearing.
5 If the Arbitrator grants final approval of the Settlement, the Parties shall cooperate to select the
6 Court, as defined in paragraph 11, above, to which the Parties will petition for obtaining the
7 Final Order and Judgment, within twenty-one (21) days after the Arbitrator issues an order
8 granting final approval of the Settlement, and prior to Defendant funding the Settlement. The
9 Settlement Administrator shall post notice of final judgment on its website within ten (10)
10 calendar days of entry of the Final Order and Judgment by the Court.

11 67. Nullification of Settlement. In the event: (i) the Arbitrator does not enter the
12 Preliminary Approval Order; (ii) the Arbitrator does not grant final approval the Settlement; (iii)
13 the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become
14 final for any other reason, this Stipulated Settlement shall be rendered null and void, any order
15 or judgment entered by the Arbitrator or the Court in furtherance of this Settlement shall be
16 treated as void from the beginning and this Stipulated Settlement and any documents related to
17 it shall not be used by any Class Member or Class Counsel to support any claim or request for
18 class certification in the Action, and shall not be used in any other civil, criminal or
19 administrative action against Defendant or any of the other Released Parties. Any Settlement
20 Administration Costs already incurred by the Settlement Administrator shall be paid to the
21 Settlement Administrator by Defendant. In the event an appeal is filed from the Court's Final
22 Order and Judgment, or any other appellate review is sought, administration of the Settlement
23 shall be stayed pending final resolution of the appeal or other appellate review. Any fees
24 incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
25 the Court's Final Order and Judgment, or any other appellate review, shall be paid by Defendant
26 to the Settlement Administrator.

27 68. No Admission by Defendant. Defendant denies all claims alleged in the Action
28

1 and deny all wrongdoing whatsoever. Neither this Stipulated Settlement, nor any of its terms
2 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
3 none shall be used against Defendant as an admission or indication with respect to any claim of
4 any fault, concession, or omission by Defendant or that class certification is proper under the
5 standard applied to contested certification motions. The Parties stipulate and agree to the
6 certification of the proposed class for settlement purposes only. As part of this Settlement,
7 Defendant shall not be required to enter into any consent decree nor shall Defendant be required
8 to agree to any provision for injunctive or prospective relief. The Parties further agree that this
9 Stipulated Settlement will not be admissible in this or any other proceeding as evidence that
10 either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class
11 Member, other than according to the terms of this Stipulated Settlement.

12 69. Exhibits and Headings. The terms of this Stipulated Settlement include the terms
13 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
14 forth herein. The Exhibits to this Stipulated Settlement are an integral part of the Settlement.
15 The descriptive headings of any paragraphs or sections of this Stipulated Settlement are inserted
16 for convenience of reference only.

17 70. Interim Stay of Action. The Parties agree to stay all proceedings in the Action,
18 except such proceedings necessary to implement and complete the Settlement and enter the
19 Final Order and Judgment. In the event that the Settlement does not become final and/or the
20 Effective Date does not occur for any reason, the Parties further agree that, pursuant to Code of
21 Civil Procedure section 583.330(a), the time beginning on November 19, 2021 through the date
22 on which the interim stay of proceedings is lifted shall not be included in computing the five-
23 year period specified in Code of Civil Procedure section 583.310 for each of the Action.

24 71. Amendment or Modification. This Stipulated Settlement may be amended or
25 modified only by a written instrument signed by counsel for all Parties or their successors-in-
26 interest.

27 72. Entire Agreement. This Stipulated Settlement and any attached Exhibits
28

1 constitute the entire agreement between the Parties, and no oral or written representations,
2 warranties, or inducements have been made to Plaintiff or Defendant concerning this Stipulated
3 Settlement or its Exhibits other than the representations, warranties, and covenants contained
4 and memorialized in this Stipulated Settlement and its Exhibits. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties.

6 73. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
7 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
8 to negotiate this Stipulated Settlement and to take all appropriate Action required or permitted to
9 be taken by such Parties pursuant to this Stipulated Settlement to effectuate its terms, and to
10 execute any other documents required to effectuate the terms of this Stipulated Settlement. The
11 Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best
12 efforts to effectuate the implementation of the Settlement. The persons signing this Stipulated
13 Settlement on behalf of Defendant represent and warrant that they are authorized to sign this
14 Stipulated Settlement on behalf of Defendant. Plaintiff represents and warrants that she is
15 authorized to sign this Stipulated Settlement and that she has not assigned any claim, or part of a
16 claim, covered by this Settlement to a third party. The Parties have cooperated in the drafting
17 and preparation of this Stipulated Settlement. Hence, in any construction made of this
18 Stipulated Settlement, the same shall not be construed against any of the Parties.

19 74. Binding on Successors and Assigns. This Stipulated Settlement shall be binding
20 upon, and inure to the benefit of, the successors and assigns of the Parties.

21 75. California Law Governs. All terms of this Stipulated Settlement and the Exhibits
22 hereto shall be governed by and interpreted according to the laws of the State of California,
23 without giving effect to any law that would cause the laws of any jurisdiction other than the
24 State of California to be applied.

25 76. Counterparts. This Stipulated Settlement may be executed in one or more
26 counterparts. All executed counterparts and each of them shall be deemed to be one and the
27 same instrument.

1 77. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this
2 Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at
3 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
4 present and potential.

5 78. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
6 Court shall retain jurisdiction with respect to the interpretation, implementation, and
7 enforcement of the terms of this Stipulated Settlement and all orders and judgments entered in
8 connection therewith, and the Parties, Class Counsel, and Defense Counsel will submit to the
9 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
10 Settlement embodied in this Stipulated Settlement and all orders and judgments entered in
11 connection therewith.

12 79. Invalidity of Any Provision. Before declaring any term or provision of this
13 Stipulation invalid, the Parties request that the Arbitrator first attempt to construe the terms or
14 provisions valid to the fullest extent possible consistent with applicable precedents so as to
15 define all provisions of this Stipulated Settlement as valid and enforceable.

16 80. Binding Nature of Notice of Class Action Settlement. It is agreed that because
17 the Class Members are so numerous, it is impossible or impractical to have each Class Member
18 execute the Stipulated Settlement. The Class Notice shall advise all Class Members of the
19 binding nature of the Settlement, and the release of Released Class Claims and Released PAGA
20 Claims, and shall have the same force and effect as if this Stipulated Settlement were executed
21 by each Participating Class Member.

22 81. Confidentiality. Plaintiff and Class Counsel agree that they have not and will not
23 publish the Settlement. In response to any inquiries Plaintiff will state that "the case was
24 resolved and it was resolved confidentially." Class Counsel shall not report the Settlement in
25 any medium or in any publication, shall not post or report anything regarding the Resolution on
26 their website, and shall not contact any reporters or media regarding the Resolution. However,
27 Plaintiff and Class Counsel are authorized to make a limited disclosure to the Arbitrator and the
28

1 Court and the LWDA for the purposes of obtaining the approval of the Settlement and are
2 further authorized to publicize only the amount and type of the settlement without disclosing the
3 identity of case. This disclosure is limited to arbitration and court filings and Plaintiff nor her
4 counsel or representatives are permitted to disseminate or publish, distribute or discuss the
5 information provided to the Arbitrator or the Court in those filings outside the filings themselves
6 and any hearing held on those filings, unless ordered otherwise by the Arbitrator or the Court.
7 The Parties agree the Confidentiality provision contained herein is in the best interest of Class
8 Members in order to protect their anonymity in connection with the Settlement and will not
9 impede Class Counsel's ability to discharge fiduciary duties. This Agreement is not a gag order,
10 and the disclosure of any facts that are matter of public record is not prohibited by this
11 Agreement. The Parties are not prohibited from discussing anything in the public record in
12 connection with the Action.

13 82. Settlement Website. The Settlement Administrator shall set up a settlement
14 website where Class Members may also obtain up-to-date information on the matter and
15 hearings including any change of the date or location of any hearings in connection with this
16 Settlement, and notice of final judgment. The URL of the settlement website shall be expressly
17 included in the Class Notice.

18 **Signatures on Next Page.**
19
20
21
22
23
24
25
26
27
28

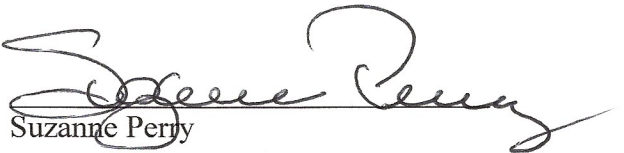
1 Dated: Aug 29, 2022, 2022


GRISelda MUNGUIA (Aug 29, 2022 07:39 PDT)

Plaintiff Griselda Munguia

2
3 Dated: 7/28, 2022

Defendant Staffmark Investment LLC

5
6 By: 
Suzanne Perry

Title: Chief Human Resources Officer

9 **APPROVED AS TO FORM:**

10
11 Dated: _____, 2022

Josephson Dunlap, LLP

14 By: _____
Carl Fitz
Attorneys for Plaintiff
GRISELDA MUNGUIA

17 Dated: _____, 2022

Atkinson, Andelson, Loya, Ruud & Romo

20 By: _____
Susan Steward
Joshua N. Lange
Attorneys for Defendant
STAFFMARK INVESTMENT LLC