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on behalf of himself and all others similarly situated
and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GREGORY ROSA, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

PAQUETERIA HR EXPRESS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 23STCV00890

[Assigned for all purposes to the
Hon. Stuart M. Rice in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed (0890): January 13, 2023
Trial Date: None Set

1 This Class and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”)
2 is made by and between plaintiff Gregory Rosa (“Plaintiff”) and defendant Paqueteria HR
3 Express, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” or “Actions” means the Plaintiff’s wage and hour class action, captioned
7 *Gregory Rosa v. Paqueteria HR Express, Inc.*, Case No. 23STCV00890, initiated on January 13,
8 2023, and pending in the Superior Court of the State of California, County of Los Angeles (“Class
9 Action”).

10 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
15 Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
17 classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
18 Period.

19 1.5. “Class” means all persons employed by Defendant in California and classified as non-
20 exempt, hourly-paid employees who worked for Defendant during the Class Period.

21 1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of
22 Bibiyan Law Group, P.C.

23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
24 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8. “Class Data” means Class Member identifying information that is in Defendant’s custody,
27 possession, or control, including the Class Member’s (1) name(s); (2) last known address(es); (3)
28 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of

employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

1.12. “Class Period” means the period from January 13, 2019 through February 26, 2024.

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

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

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

1.16. “Defendant” means the named defendant Paqueteria HR Express, Inc.

1.17. “Defense Counsel” means M. Danton Richardson, John W. Fagerholm and Stephanie Greenberg of Law Offices of John W. Fagerholm, Ltd.

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

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

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

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

1.22. “Gross Settlement Amount” means \$225,000.00 (Two Hundred Twenty-Five Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Agreement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the Labor and Workforce Development Agency (“LWDA”) PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

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

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

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

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

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

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

1 paid to Participating Class Members as Individual Class Payments.

2 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
3 Settlement by sending the Administrator a valid and timely Request for Exclusion.

4 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
5 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
6 applicable), and termination dates (as applicable).

7 1.31. “PAGA Period” means the period from January 13, 2022 through February 26, 2024.

8 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

9 1.33. “PAGA Notice” means Plaintiff’s January 13, 2023 letter to Defendant and the LWDA,
10 providing notice pursuant to Labor Code section 2699.3 subd. (a).

11 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
12 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75%
13 to the LWDA (\$7,500.00) in settlement of PAGA claims.

14 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Settlement.

16 1.36. “Plaintiff” means Gregory Rosa, the named plaintiff in the Action.

17 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
18 Settlement.

19 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
20 and Approval of PAGA Settlement.

21 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
22 below.

23 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
24 below.

25 1.41. “Released Parties” means: Defendant, and each of its former, present and future owners,
26 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,
27 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
28 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be
2 excluded from the Class Settlement signed by the potential Class Member.

3 1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
4 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
5 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
6 Settlement. Class Members to whom Notice Packets are resent after having been returned
7 undeliverable to the Administrator shall have an additional 15 days beyond the Response
8 Deadline has expired.

9 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.45. “Workweek” means any week during which a Class Member worked for Defendant, for
12 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
13 termination dates (as applicable).

14 **2. RECITALS**

15 2.1. On January 13, 2023, Plaintiff commenced this Action by filing a Complaint alleging
16 causes of actions against Defendant for: failure to pay overtime and minimum wages; failure to
17 provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage
18 statement violations; failure to timely pay wages; failure to indemnify; failure to pay unused
19 vested vacation time; misclassification; and unfair competition (“Action”).

20 2.2. On March 29, 2023, after sixty-five (65) days had passed without any action by the
21 LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a
22 separate representative action under PAGA against Defendant in the Superior Court of
23 California, County of Los Angeles, Case No. 23STCV06927, for the Labor Code violations set
24 out in the PAGA Notice (the “PAGA Action”).

25 2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

26 2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) a sampling of
27 payroll ledger and check listing, containing pay information, for approximately 15 (52%) of the
28 estimated 29 putative class members; (b) putative class data points, including the number of

1 putative class members, the number of Aggrieved Employees, the number of employees in the
2 waiting time penalty period; the number of Workweeks in the Class Period; and the number of
3 PAGA Pay Periods; (c) Defendant's employee handbook, containing, among others, the
4 timekeeping, overtime and meal period policies of Defendant; and (e) all documents pertaining
5 to Plaintiff available to Defendant.

6 2.5. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
7 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
8 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

9 2.6. On February 26, 2024, the Parties participated in an all-day mediation presided over by
10 Steven G. Mehta, Esquire. The mediation was unsuccessful. However, following the mediation
11 Defendant provided confidential financial records to Plaintiff's appointed financial expert for
12 Plaintiff's expert to review. Following review by Plaintiff's expert, Plaintiff and Defendant
13 restarted negotiations of a global settlement at arm's length. Following the informal negotiations
14 based on Defendant's financial situation, the Parties agreed to globally resolve all class and
15 PAGA claims in the Action. As part of the Settlement, the Parties agreed to stipulate to Plaintiff's
16 filing an amended complaint in the Class Action that effectively consolidates the allegations of
17 the Class Action and the PAGA Action within the Class Action for the purpose of settlement
18 approval.

19 2.7. On August 8, 2024, Plaintiff filed the First Amended Complaint in the Class Action. The
20 First Amended Complaint is the "Operative Complaint" in the Action. Prior to the filing of the
21 motion for preliminary approval of the Settlement in the Class Action, Plaintiff shall dismiss the
22 PAGA Action without prejudice.

23 2.8. The Court has not granted class certification.

24 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
25 other pending matter or action asserting claims that will be extinguished or affected by the
26 Settlement.

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3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$225,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$78,750.00 and a Class Counsel Litigation

Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that the payments do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 29 Class Members who collectively worked a total of 1,968 Workweeks during the Class Period, and 23 of Aggrieved Employees who worked a total of 1,465 PAGA Pay Periods during the PAGA Period.

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

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and

1 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
2 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
3 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S.
6 Mail, postage prepaid. The face of each check shall prominently state the date (not less
7 than 180 days after the date of mailing) when the check will be voided. The
8 Administrator will cancel all checks not cashed by the void date. The Administrator will
9 send checks for Individual Settlement Payments to all Participating Class Members
10 (including those for whom Class Notice was returned undelivered). The Administrator
11 will send checks for Individual PAGA Payments to all Aggrieved Employees including
12 Non-Participating Class Members who qualify as Aggrieved Employees (including
13 those for whom Class Notice was returned undelivered). The Administrator may send
14 Participating Class Members a single check combining the Individual Class Payment
15 and the Individual PAGA Payment. Before mailing any checks, the Settlement
16 Administrator must update the recipients' mailing addresses using the National Change
17 of Address Database.

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

27 4.4.3. For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, the Administrator

1 shall transmit the funds represented by such checks to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
3 residue" subject to the requirements of California Code of Civil Procedure Section 384,
4 subd. (b).

5 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
6 not obligate Defendant to confer any additional benefits or make any additional
7 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
8 specified in this Agreement.

9 **5. RELEASE OF CLAIMS**

10 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
11 and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all
12 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
13 Class Members, and Class Counsel will release claims against all Released Parties as follows:

14 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
16 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
17 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
18 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
19 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
20 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
21 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
22 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
23 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
24 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
25 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
26 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

27 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff
28 acknowledges that after entering into this Agreement, he may discover different or

1 additional facts underlying the Actions, as identified generally above, this Agreement,
2 and/or the understanding of those facts. Plaintiff expressly assumes and acknowledges
3 the risk that different or additional facts may subsequently arise and Plaintiff agrees that
4 this Agreement should, in all respects, be effective and not subject to rescission,
5 cancellation or termination by reason of any such different, unknown or additional facts.
6 Wherefore, Plaintiff acknowledges that he has fully read this release and knows the
7 contents therein and hereby expressly waives any and all rights and benefits to which
8 he may be entitled under California Civil Code section 1542, if any, which reads as
9 follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO
11 CLAIMS WHICH THE CREDITOR DOES NOT KNOW
12 OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
13 THE TIME OF EXECUTING THE RELEASE, WHICH IF
14 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
15 AFFECTED HIS OR HER SETTLEMENT WITH THE
16 DEBTOR.

17 5.2. Release by Participating Class Members: For the duration of the Class Period, all
18 Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
21 facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages;
22 (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods
23 or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods or
24 compensation in lieu thereof (5) all claims for failure to pay all wages due upon separation from
25 employment; (6) all claims for failure to provide accurate and compliant wage statements; (7) all
26 claims for failure to timely pay wages during employment; (8) all claims for failure to indemnify
27 for business expenses; (9) all claims for failure to pay unused vested vacation time; (10) all claims
28 for misclassification of employees; and (11) all claims asserted through California Business &

1 Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in
2 the Operative Complaint (“Released Class Claims”).

3 5.3. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation of
5 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers’ compensation, or claims based on facts occurring outside the Class Period.

7 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
8 Employees are deemed to release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
10 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
11 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including,
12 claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5,
13 1197.1 and 2699 in connection with alleged violations of Labor Code sections 200, 201, 202, 203,
14 204, 210, 226, 226.3, 226.7, 226.8, 227.3, 232, 232.5, 432, 510, 512, 558, 1102.5, 1174, 1174.5,
15 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others (“Released PAGA
16 Claims”).

17 **6. MOTION FOR PRELIMINARY APPROVAL**

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

21 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of full
22 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
23 declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
24 potential conflicts of interest with the Administrator and Cy Pres Recipient.

25 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
26 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and
27 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the
28 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor

1 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
2 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
3 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
4 to its willingness to serve; competency; operative procedures for protecting the security of Class
5 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
6 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
7 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
8 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
9 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
10 Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to
11 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
12 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
13 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
14 subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
15 Members and the Administrator.

16 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
17 for expeditiously finalizing and Plaintiff’s Counsel filing the Motion for Preliminary Approval
18 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
19 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
20 Preliminary Approval. Class Counsel are responsible for delivering the Court’s Preliminary
21 Approval to the Administrator.

22 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
25 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
26 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
28 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the

Court's concerns.

7. SETTLEMENT ADMINISTRATION

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

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

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

7.4. Notice to Class Members

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

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

1 database.

2 7.4.3. Not later than 7 business days after the Administrator's receipt of any Class Notice
3 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
4 using any forwarding address provided by the USPS. If the USPS does not provide a
5 forwarding address, the Administrator shall conduct a Class Member Address Search,
6 and re-mail the Class Notice to the most current address obtained. The Administrator
7 has no obligation to make further attempts to locate or send Class Notice to Class
8 Members whose Class Notice is returned by the USPS a second time.

9 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
10 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
11 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
12 notice is re-mailed. The Administrator will inform the Class Member of the extended
13 deadline with the re-mailed Class Notice.

14 7.4.5. If the Administrator, Defendant or Class Counsel are contacted by or otherwise
15 discovers any persons who believe they should have been included in the Class Data
16 and should have received Class Notice, the Parties will expeditiously meet and confer,
17 and in good faith, in an effort to agree on whether to include them as Class Members.
18 If the Parties agree, such persons will be Class Members entitled to the same rights as
19 other Class Members, and the Administrator will send, via email or overnight delivery,
20 a Class Notice requiring them to exercise options under this Agreement not later than
21 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
22 ever are later.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
25 must send the Administrator, by mail, a signed written Request for Exclusion not later
26 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
27 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
28 from a Class Member or his/her representative that reasonably communicates the Class

Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods

(if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

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

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: (1) Class Notices mailed or re-mailed, (2) Class Notices returned undelivered, (3)
19 Requests for Exclusion (whether valid or invalid) received, (4) objections received, (5)
20 challenges to Workweeks and/or Pay Periods received and/or resolved, and (6) checks
21 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
22 Report”). The Weekly Reports must include or provide the Administrator’s assessment
23 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion
24 and objections received.

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

challenge.

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

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there were 29 Class Members and 1,968 Total Workweeks during the Class Period and (2) there were 23 Aggrieved Employees who worked 1,465 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that there are no more than 1,968 Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 5%, or 98 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the

Workweeks in excess of 1,968 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$225,000.00) by 1,968. The Parties agree that the Workweek Value and the settlement amount to \$114.33 per Workweek ($\$225,000.00 / 1,968$ Workweeks). Thus, for example, should there be 2,000 Workweeks worked by Class Members during the Class Period, then the Gross Settlement Amount shall be increased by \$3,658.56 $((2,000 \text{ Workweeks} - 1,968 \text{ Workweeks}) \times \$114.33 \text{ per Workweek.})$

9. MOTION FOR FINAL APPROVAL

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

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

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

///

1 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
3 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
4 and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
7 Counsel Litigation Expenses Payment reflected as set forth in this Settlement, the Parties, their
8 respective counsel, and all Participating Class Members who did not object to the Settlement as
9 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
10 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
11 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
12 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
13 Parties' obligations to perform under this Agreement will be suspended until such time as the
14 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
15 the amount of the Net Settlement Amount.

16 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
17 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
18 modification of this Agreement (including, but not limited to, the scope of release to be granted
19 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
20 expeditiously work together in good faith to address the appellate court's concerns and to obtain
21 Final Approval and entry of Judgment, sharing, on a 50/50 basis, any additional Administration
22 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
23 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
24 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
25 as long as the Gross Settlement Amount remains unchanged.

26 **10. AMENDED JUDGMENT**

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

11. ADDITIONAL PROVISIONS

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

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Preliminary Approval with any third

1 party regarding this Agreement or the matters giving rise to this Agreement except to respond
2 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
3 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
4 obligations owed to Class Members.

5 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
7 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
8 ability to communicate with Class Members in accordance with Class Counsel’s ethical
9 obligations owed to Class Members.

10 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
13 inducements made to or by any Party.

14 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
17 its terms, and to execute any other documents reasonably required to effectuate the terms of this
18 Agreement including any amendments to this Agreement.

19 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28 encumber to any person or entity any portion of any liability, claim, demand, action, cause of

1 action, or right released and discharged by the Party in this Settlement.

2 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
3 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
4 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
5 Part 10, as amended) or otherwise.

6 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
7 modified, changed, or waived only by an express written instrument signed by all Parties or their
8 representatives, and approved by the Court.

9 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
10 the benefit of, the successors of each of the Parties.

11 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
12 governed by and interpreted according to the laws of the state of California, without regard to
13 conflict of law principles.

14 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
15 this Agreement. This Agreement will not be construed against any Party on the basis that the
16 Party was the drafter or participated in the drafting.

17 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
18 during Action and in this Agreement relating to the confidentiality of information shall survive
19 the execution of this Agreement

20 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
21 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
22 Defendant in connection with the mediation, other settlement negotiations, or in connection with
23 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
24 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

25 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
28 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

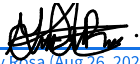
weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

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

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

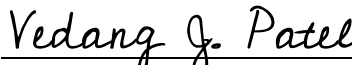
IT IS SO AGREED:


Gregory Rosa (Aug 26, 2024 12:27 PDT)

Plaintiff, Gregory Rosa

For Defendant, Paqueteria HR Express, Inc.

AGREED AS TO FORM ONLY:



David D. Bibiyan
Jeffrey D. Klein
Vedang J. Patel
Counsel for Plaintiff

M. Danton Richardson
John. W. Fagerholm
Stephanie Greenberg
Counsel for Defendant

1 weekend or federal legal holiday, such date or deadline shall be on the first business day
2 thereafter.

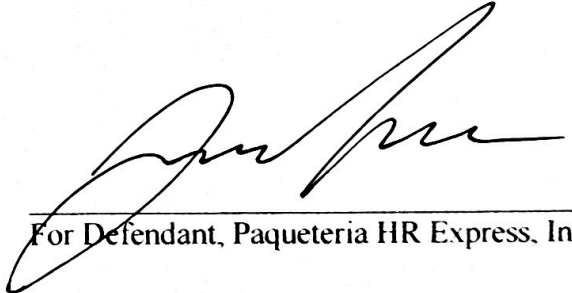
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5 be accepted as an original. All executed counterparts and each of them will be deemed to be one
6 and the same instrument if counsel for the Parties exchange between themselves signed
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15 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
16 illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel
17 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
18 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
19 Agreement.

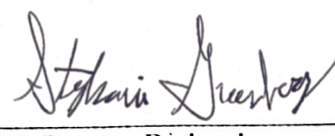
20 **IT IS SO AGREED:**

21
22 _____
23 Plaintiff, Gregory Rosa

24 
25 _____
26 For Defendant, Paqueteria HR Express, Inc.

27 **AGREED AS TO FORM ONLY:**

28 _____
29 David D. Bibiyan
30 Jeffrey D. Klein
31 Vedang J. Patel
32 Counsel for Plaintiff

33 
34 _____
35 M. Danton Richardson
36 John W. Fagerholm
37 Stephanie Greenberg
38 Counsel for Defendant