

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

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
3 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff
4 Elizabeth Nelson-Devenere (“Plaintiff”), individually, and on behalf of all others similarly
5 situated and the State of California with respect to aggrieved employees pursuant to the Private
6 Attorneys General Act, and Defendants PSP Stores, LLC and Pet Supplies Plus Holdings, LLC
7 (together, “Defendants”) (collectively, the “Parties”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined below), Aggrieved Employees (as defined below), the State of California as to the
10 employment of Aggrieved Employees, and on Defendants, subject to the terms and conditions
11 hereof and the approval of the Court.

12 **I. RECITALS**

13 **A. Background and Procedural History**

14 1. On January 28, 2020, Plaintiff Elizabeth Nelson-Devenere provided written notice
15 to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
16 provisions of the California Labor Code that were allegedly violated and of her intent to pursue
17 civil penalties against Defendants (the “LWDA Notice”), thereby initiating LWDA Case No.
18 LWDA-CM-769296-20.

19 2. On February 25, 2020, Plaintiff Elizabeth Nelson-Devenere filed a Class Action
20 Complaint for Damages against Defendants in the Superior Court of Sacramento County,
21 entitled *Elizabeth Nelson-Devenere vs. PSP Stores, LLC*, Case No. 34-2020-00276208
22 (“Action”), alleging ten (10) causes of action for failure to pay minimum wages, failure to pay
23 overtime wages, failure to provide meal periods and associated premiums, failure to provide rest
24 periods and associated premiums, failure to pay timely wages during employment, failure to
25 timely pay final wages, failure to keep compliant payroll records, failure to keep compliant wage
26 statements, failure to reimburse business expenses, and violations of California Business and
27 Professions Code §§ 17200, *et seq.*, on behalf of herself and putative class members.

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1 3. On May 13, 2020, Plaintiff filed a First Amended Complaint adding an allegation
2 for violations of California Labor Code section 2698, et seq. (California Labor Code Private
3 Attorneys General Act of 2004).

4 4. On September 2, 2020, pursuant to stipulation of the Parties, Plaintiff filed a
5 Second Amended Complaint adding additional supporting facts.

6 5. On April 10, 2023, the Parties participated in arm's-length and informed
7 negotiations with Mediator Eve Wagner, Esq. ("Mediator"), a respected mediator of complex
8 wage and hour actions. With the assistance of the Mediator and her evaluations, the Parties
9 ultimately reached the settlement memorialized herein.

10 6. The Parties expressly acknowledge that this Settlement Agreement is entered into
11 solely for the purpose of compromising significantly disputed claims and that nothing herein is
12 an admission regarding liability or wrongdoing by either Plaintiff or Defendants. If for any
13 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties
14 shall be returned to their original respective positions.

15 **B. Parties' Statements and Recognition of the Benefits of the Settlement**

16 1. Class Counsel has conducted extensive investigation into the facts of the Action,
17 including formal written discovery, informal exchange of information, and other investigation
18 undertaken by Class Counsel. The Parties also engaged in extensive negotiations and the
19 exchange of data, documents, and information. Based on a thorough investigation and
20 evaluation of this matter, Class Counsel and Plaintiff have concluded that the proposed
21 settlement with Defendants for the consideration and on the terms set forth in this Agreement,
22 is fair, reasonable, and adequate and is in the best interest of the Class and Aggrieved Employees
23 in light of all known facts and circumstances, including the risk of significant delay, defenses
24 and contentions against liability asserted by Defendants, and numerous potential appellate
25 issues.

26 2. Defendants deny each and all of the claims alleged by Plaintiff in the Action.
27 Defendants expressly deny any and all charges of wrongdoing or liability arising out of any of
28 the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been

1 alleged, in the Action. Nevertheless, Defendants have taken into account the uncertainty and
2 risks inherent in any litigation and have likewise concluded that further litigation would be
3 protracted and expensive. Defendants, therefore, have determined that it is desirable and
4 beneficial that the Action be settled in the manner and upon the terms and conditions set forth
5 in this Agreement. Neither this Agreement, nor any document referred to or contemplated
6 herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used
7 as an admission, concession, or indication by or against Defendants of any fault, wrongdoing,
8 or liability whatsoever.

9 3. For the purposes of this Agreement only, the Parties agree to certification of the
10 Class, to include all Class Members.

11 **II. DEFINITIONS**

12 As used in this Agreement, the following terms shall have the meanings specified below:

13 1. “Administrator” means Simpluris, Inc. (“Simpluris”) or such other administrator
14 as may be approved by the Court, which shall be responsible for administering the Settlement
15 pursuant to the terms of the Agreement, the Preliminary Approval Order, and the Final Approval
16 Order and Judgment. The Administration Costs shall be paid out of the Total Settlement
17 Amount, as approved by the Court.

18 2. “Administration Costs” means the amount approved by the Court to be paid to the
19 Administrator to perform the administration duties as described herein and in Section 3.5 below.
20 It is estimated that the Administration Costs will not exceed Eight Thousand Dollars
21 (\$8,000.00).

22 3. “Aggrieved Employees” means all current and former hourly-paid or non-exempt
23 employees of Defendants in California employed at any time during the PAGA Period.

24 4. “Attorneys’ Fees and Costs” means the amount of attorneys’ fees, expenses, and
25 litigation costs to prosecute the Action to be paid to Class Counsel out of the Total Settlement
26 Amount, as approved by the Court.

27 5. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and
28 Helene Mayer of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

1 6. “Class List and Data” means the complete list of all Class Members and
2 Aggrieved Employees that Defendants will diligently and in good faith compile from its
3 records and provide to the Administrator, which will include each Class Member’s and
4 Aggrieved Employee’s last-known full name, last-known mailing address, last-known
5 telephone number, Social Security Number, dates employed as an hourly-paid or non-exempt
6 employee of Defendants in California during the Class Period and/or PAGA Period (if
7 applicable), and such other information as is necessary for the Administrator to calculate
8 Workweeks during the Class Period and PAGA Period (as defined herein).

9 7. “Class Members” or “Class” means all current and former hourly-paid or non-
10 exempt employees of Defendants in California employed at any time during the Class Period.

11 8. “Class Period” means the time period from July 6, 2017, through October 23,
12 2022.

13 9. “Class Notice” means the Notice of Class Action Settlement, substantially in the
14 form attached as “**Exhibit A**,” subject to Court approval and which the Administrator shall mail
15 to each Class Member and Aggrieved Employee.

16 10. “Class Settlement” means the settlement and resolution of all Released Class
17 Claims.

18 11. “Court” means the Superior Court of the State of California for the County of
19 Sacramento.

20 12. “Complaints” means the Class Action Complaint for Damages, First Amended
21 Complaint for Damages & Enforcement Under the Private Attorneys General Act, California
22 Labor Code § 2698 *Et Seq.*, and Second Amended Class Action Complaint for Damages &
23 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698 *Et Seq.*,
24 filed in the Action.

25 13. “Defendants” mean PSP Stores, LLC and Pet Supplies Plus Holdings, LLC.

26 14. “Defense Counsel” means Barbara A. Blackburn and John H. Adams, Jr. of Littler
27 Mendelson, P.C.

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1 15. “Effective Date” means the date when all of the following events have occurred:
2 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense
3 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice
4 has been mailed to the Class Members and Aggrieved Employees, providing them with an
5 opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4)
6 the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment;
7 (5) sixty-five (65) calendar days have passed since the Court has entered a Final Approval Order
8 and Judgment; and (6) in the event there are objections to the Class Settlement presented prior
9 to or at the Final Approval Hearing which are not later withdrawn or denied, the later of the
10 following events: five (5) business days after the period for filing any appeal, writ, or other
11 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed
12 without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ,
13 or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been
14 filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the
15 Settlement has finally and conclusively been dismissed with no right to pursue further remedies
16 or relief.

17 16. “Enhancement Award” means payment, as approved by the Court, to Plaintiff
18 Elizabeth Nelson-Devenere in the amount of \$7,500.00 in consideration of her efforts and work
19 performed to prosecute the Action. Defendants will not oppose the Enhancement Award
20 requested in the amount stated herein. Plaintiff will be issued an Internal Revenue Service Form
21 1099 by the Administrator for any Enhancement Award. The Plaintiff agrees she is solely
22 responsible for the tax consequences of the Enhancement Award, if any. In the event that the
23 Court (or any appellate court) awards less than the amount requested for the Enhancement
24 Award, only the awarded amount shall be paid and shall constitute satisfaction of those
25 obligations and full payment thereunder, and any unawarded portion of the requested
26 Enhancement Award shall be made a part of the Net Settlement Amount for distribution to
27 Settlement Class Members and Aggrieved Employees. The Enhancement Award to Plaintiff is
28 in addition to the individual settlement payments she will receive under the terms of this

1 Settlement.

2 17. “Final Approval” means the determination by the Court that the Settlement is fair,
3 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

4 18. “Final Approval Hearing” means the hearing at which the Court will consider and
5 determine whether the Settlement should be granted Final Approval.

6 19. “Individual PAGA Payment” means the *pro rata* share of the 25% portion of the
7 PAGA Penalty Amount that an Aggrieved Employee is eligible to receive under the Settlement
8 Agreement, to be calculated in accordance with Section 3.8 below.

9 20. “Individual Settlement Payment” means the net payment of each Settlement Class
10 Member’s Individual Settlement Share, after reduction for employee’s share of taxes and
11 withholdings with respect to the wages portion of Individual Settlement Share, as provided in
12 Section 4.9 below.

13 21. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
14 Amount that a Class Member may be eligible to receive under the Settlement, to be calculated
15 in accordance with Section 3.7 below.

16 22. “LWDA Payment” means the payment to the Labor and Workforce Development
17 Agency (“LWDA”) for its seventy-five percent (75%) portion of the PAGA Penalty Amount.

18 23. “Net Settlement Amount” or “NSA” means the portion of the Total Settlement
19 Amount that is available for distribution to Settlement Class Members, which is the Total
20 Settlement Amount less the Court-approved Enhancement Award to the Plaintiff, Attorneys’
21 Fees and Costs to Class Counsel, Administration Costs to the Administrator, and PAGA Penalty
22 Amount. To the extent the Court does not approve the full amount of the PAGA Penalty
23 Amount, Enhancement Award, Attorneys’ Fees and Costs, or Administration Costs, the amounts
24 that were not awarded by the Court will be included in the Net Settlement Amount (i.e., the Net
25 Settlement Amount will increase accordingly).

26 24. “Objection(s)” means a Settlement Class Member’s written objection to the Class
27 Settlement. An Objection must: (a) state the case name and number of the Action; (b) state the
28 objecting Settlement Class Member’s full name, address, telephone number, and the last four

1 digits of his or her Social Security Number, (c) state all grounds for the objection accompanied
2 by any legal or factual support for such objection, (d) state the full name, address, and telephone
3 number of any legal representative representing the Class Member with respect to the objection;
4 (e) contain copies of any papers, briefs, or other documents upon which the objection is based;
5 (f) be signed by the Settlement Class Member; and (g) be returned by mail to the Administrator
6 at the specified address, postmarked on or before the Response Deadline. The date of the
7 postmark on the return mailing envelope on the submission will be the exclusive means to
8 determine whether an Objection has been timely submitted. Only a Settlement Class Member
9 who does not request exclusion from the Class Settlement may object to the Class Settlement.

10 25. "Operative Complaint" means the Second Amended Class Action Complaint for
11 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §
12 2698, *Et Seq.*

13 26. "PAGA Penalty Amount" means the amount of Sixty Thousand Dollars and Zero
14 Cents (\$60,000.00) from the Total Settlement Amount that will be allocated towards penalties
15 under the Private Attorneys General Act ("PAGA"), California Labor Code Section 2698, *et*
16 *seq.*, of which seventy-five percent (75%), or Forty-Five Thousand Dollars and Zero Cents
17 (\$45,000.00), will be paid to the Labor and Workforce Development Agency (i.e., the LWDA
18 Payment) and twenty-five percent (25%), or Fifteen Thousand Dollars and Zero Cents
19 (\$15,000.00), will be distributed to Aggrieved Employees on a *pro rata* basis, in accordance
20 with Section 3.8.

21 27. "PAGA Period" means the period from January 28, 2019, through October 23,
22 2022.

23 28. "PAGA Settlement" means the settlement and resolution of all Released PAGA
24 Claims.

25 29. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either
26 Plaintiff or Defendants.

27 30. "Plaintiff" means Elizabeth Nelson-Devenere.

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1 31. “Preliminary Approval” and “Preliminary Approval Order” means entry of the
2 Court order granting preliminary approval of the Class Settlement.

3 32. “Released Class Claims” means any and all claims asserted or that could have
4 been asserted based on facts alleged in the Operative Complaint or any amendments thereto,
5 arising during the Class Period, under federal, state, or local law or statute, including but not
6 limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203,
7 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802),
8 California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of
9 law, that could have been asserted based on the facts plead in the Action for: failure to pay wages
10 (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal
11 periods and associated premium pay, failure to provide compliant rest periods and associated
12 premium pay, failure to timely pay wages during employment, failure to timely pay wages upon
13 termination of employment, failure to provide compliant wage statements, failure to keep
14 requisite payroll records, failure to reimburse necessary business expenses, and violation of
15 California’s unfair competition law, arising from violation of the California and Professions
16 Code § 17200, *et seq.* based on the aforementioned.

17 33. “Released PAGA Claims” means any and all claims for civil penalties under the
18 California Labor Code section 2698, *et seq.* (“PAGA”), arising out of the facts alleged in the
19 LWDA Notice and the Operative Complaint, arising during the PAGA Period, for violations
20 of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d),
21 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders including, *inter alia*, Wage
22 Order 7-2001 for failure to pay wages (including, *inter alia*, minimum, regular, and overtime
23 wages), failure to provide compliant meal periods and associated premium pay, failure to
24 provide compliant rest periods and associated premium pay, failure to timely pay wages during
25 employment, failure to timely pay wages upon termination of employment, failure to provide
26 compliant wage statements, failure to keep requisite payroll records, and failure to reimburse
27 necessary business expenses.

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1 34. “Released Parties” means Defendants and their present and former parent
2 companies, partners, subsidiaries, divisions, shareholders, officers, directors, executive-level
3 employees, agents, attorneys, insurers, affiliated companies, successors, and assigns.

4 35. “Request(s) for Exclusion” means a letter submitted by a Class Member indicating
5 a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) state
6 the case name and number of the Action, (b) be signed by the Class Member, (c) state the full
7 name, address, telephone number, and the last four digits of the Social Security Number of the
8 Class Member requesting exclusion, (d) state that the Class Member does not wish to be
9 included in the Class Settlement, and (e) be returned by mail to the Administrator at the specified
10 address, postmarked on or before the Response Deadline. The date of the postmark on the return
11 mailing envelope on the submission will be the exclusive means to determine whether a Request
12 for Exclusion has been timely submitted. A Class Member who does not request exclusion from
13 the Class Settlement will be deemed a Settlement Class Member and will be bound by all terms
14 of the Settlement, if the Settlement is granted Final Approval by the Court.

15 36. “Response Deadline” means the deadline by which Class Members must submit
16 a Request for Exclusion, Objection, and/or dispute of the Workweeks credited to them, which
17 shall be the date that is sixty (60) calendar days from the date of the initial mailing of the Class
18 Notice by the Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which
19 case the Response Deadline will be extended to the next day on which the U.S. Postal Service
20 is open. The Response Deadline may also be extended by express agreement between Class
21 Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement
22 Administrator have the authority to extend the Response Deadline. In the event that a Class
23 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be
24 the extended by fifteen (15) calendar days from the original deadline.

25 37. “Settlement Class Member(s)” means all Class Members who do not submit a
26 timely and valid Request for Exclusion from the Class Settlement.

27 38. “Total Settlement Amount” or “TSA” means the non-reversionary sum of Three
28 Hundred Seventy-Four Thousand One Hundred Fifty Dollars and Zero Cents (\$374,150.00)

1 which is the total and maximum amount Defendants will be required to pay under this
2 Agreement, subject to possible increase in the amount to be paid as provided in Section 4.8 of
3 the Agreement. The TSA will include the Court-approved payments to: (i) all Settlement Class
4 Members, as described herein; (ii) the PAGA Penalty Amount (payable to the LWDA and
5 Aggrieved Employees); (iii) Enhancement Award to the Plaintiff, as described herein; (iv)
6 Attorneys' Fees and Costs to Class Counsel, as described herein; (v) Administration Costs to
7 the Administrator, as described herein, and (vi) Net Settlement Amount (which is inclusive of
8 employee's and employer's share of any and all withholdings and taxes (including but not
9 limited to, FICA, FUTA and SDI contributions) with respect to the wages portion of Individual
10 Settlement Shares) to Settlement Class Members. Defendants' share of employer's payroll taxes
11 shall be paid in addition to the Total Settlement Amount.

12 39. "Withholdings and Taxes" means all employee's and employer's share of taxes,
13 withholdings, and contributions required by federal, state, and local law in connection with the
14 wages portion of Individual Settlement Shares, as computed by the Administrator in accordance
15 with Section 4.9.

16 40. "Workweek(s)" means the number of weeks during the Class Period and/or PAGA
17 Period that each Class Member and/or Aggrieved Employee was employed by Defendants for
18 at least one (1) day as an hourly-paid or non-exempt employee within California. Workweeks
19 are calculated by the Administrator, based on records provided by Defendants, by using the
20 Class Member's and/or Aggrieved Employee's start and end dates of employment during the
21 Class Period. Each Class Member will be credited with at least one (1) Workweek.

22 **III. SETTLEMENT TERMS**

23 1. **Payment of TSA by Defendants.** Within fifteen (15) calendar days after the
24 Effective Date, the Administrator will provide the Parties with an accounting of the amounts to
25 be paid by Defendants pursuant to the terms of the Settlement. Within thirty (30) calendar days
26 of the Effective Date, Defendants will make a one-time deposit of the full Total Settlement
27 Amount (i.e., TSA) of Three Hundred Seventy-Four Thousand One Hundred Fifty Dollars and
28 Zero Cents (\$374,150.00), to the Administrator. The Administrator shall be authorized to

1 establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which
2 the Total Settlement Amount will be placed and from which payments required by the
3 Settlement Agreement will be made. Within seven (7) calendar days of the funding of the TSA,
4 the Administrator will issue payments due under the Settlement and approved by the Court, as
5 follows: (a) Individual Settlement Payments to Settlement Class Members, (b) Individual PAGA
6 Payments to Aggrieved Employees, (c) LWDA Payment to the Labor and Workforce
7 Development Agency; (d) Enhancement Award to Plaintiff; (e) Attorneys’ Fees and Costs to
8 Class Counsel; and (f) the Administration Costs to the Administrator.

9 2. **Attorneys’ Fees and Costs.** Class Counsel will request and Defendants will not
10 oppose attorneys’ fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e.,
11 \$130,952.50 if the Total Settlement Amount remains \$374,150.00) and reimbursement of actual
12 costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in
13 the amount of up to Eighteen Thousand Dollars and Zero Cents (\$18,000.00), both of which will
14 be paid from the Total Settlement Amount, subject to Court approval (“Attorneys’ Fees and
15 Costs”). These amounts will cover any and all work performed and any and all costs incurred
16 by Class Counsel in connection with the litigation of the Action, including without limitation all
17 work performed and any and all costs incurred to date, and all work to be performed and all
18 costs to be incurred in connection with obtaining the Court’s approval of this Settlement, as well
19 as any objections raised and any appeals necessitated by those objections. Class Counsel shall
20 be solely and legally responsible for correctly characterizing this compensation for tax purposes
21 and for paying any taxes on the amounts received. With respect to Attorneys’ Fees and Costs
22 to Class Counsel, the Administrator may purchase annuities to utilize United States Treasuries
23 and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses
24 for the purchase of an annuity by the Administrator shall be paid separately by Class Counsel
25 and shall not be included within the Administration Costs. Any portion of the Attorneys’ Fees
26 and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount to be
27 distributed to Settlement Class Members.

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1 3. If Class Counsel appeals the Court's ruling on their request for Attorneys' Fees
2 and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall
3 not constitute a material alteration of this Agreement, and shall not give Plaintiff, Class Counsel,
4 Settlement Class Members, or Aggrieved Employees the right to modify, revoke, cancel,
5 terminate, or void this Agreement.

6 4. **Enhancement Award to Plaintiff.** In recognition of her efforts and work in
7 prosecuting the Action, Defendants agrees not to oppose or impede any application or motion
8 for Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars and
9 Zero Cents (\$7,500.00) to Plaintiff Elizabeth Nelson-Devenere for her service in bringing and
10 prosecuting the Action. The Enhancement Award, which will be paid from the TSA, subject to
11 Court approval, will be in addition to Plaintiff's individual settlement payments that are to be
12 paid pursuant to the Settlement. The Administrator will issue an IRS Form 1099 to Plaintiff for
13 the Enhancement Award, and Plaintiff shall be solely and legally responsible for correctly
14 characterizing this compensation for tax purposes and for paying any taxes on the amounts
15 received. Should the Court approve the Enhancement Award to Plaintiff in an amount that is
16 less than that set forth above, the difference between the lesser amount approved by the Court
17 and the amount allocated toward the Enhancement Award will be part of the Net Settlement
18 Amount, to be distributed to Settlement Class Members.

19 5. **Administration Costs.** The Administrator will be paid for the reasonable costs
20 of administration of the Settlement and distribution of payments under the Settlement, which is
21 currently estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). These
22 costs, which will be paid from the Total Settlement Amount, subject to Court approval, will
23 include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for
24 the Settlement, calculating and distributing payments due under the Settlement, issuing 1099
25 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and
26 remittances, providing necessary reports and declarations, and other duties and responsibilities
27 set forth herein to process the Settlement, and as requested by the Parties. To the extent actual
28 Administration Costs are greater than the estimated amount stated herein, such excess amount

will be disclosed to the Court and deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties will become part of the Net Settlement Amount to be distributed to Settlement Class Members.

6. **PAGA Penalty Amount.** Subject to approval by the Court, the Parties agree that the amount of Sixty Thousand Dollars (\$60,000.00) from the Total Settlement Amount will be allocated toward penalties under the the Private Attorneys General, California Labor Code Section 2698, *et seq.* (“PAGA Penalty Amount”), of which seventy-five percent (75%), or \$45,000.00, will be paid to the Labor and Workforce Development Agency (i.e., the LWDA Payment) and twenty-five percent (25%), or \$15,000.00, will be distributed to Aggrieved Employees.

7. **Individual Settlement Share Calculations.** Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Settlement Class Members’ Workweeks, as follows:

7.1 After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

7.2 After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

8. **Individual PAGA Payment Calculations.** Individual PAGA Payments will be calculated and apportioned from the 25% of the PAGA Penalty Amount to Aggrieved Employees, based on the Aggrieved Employees’ Workweeks during the PAGA Period, as follows: the Administrator will divide the 25% of the PAGA Penalty Amount by the Workweeks

of all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

IV. CLASS SETTLEMENT PROCEDURES

1. **Preliminary Approval.** As soon as practicable after execution of this Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff’s Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit the Settlement Agreement to the Court in support of said motion and also submit this Settlement Agreement to the LWDA. Class Counsel will provide Defense Counsel a draft of the motion before filing the motion. Defendants agree not to oppose the motion consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, that:

- 1.1. Conditionally certifies the Class for settlement purposes only;
- 1.2. Grants Preliminary Approval of the Settlement;
- 1.3. Preliminarily appoints Plaintiff as representative of the Class;
- 1.4. Preliminarily appoints Class Counsel as counsel for the Class;
- 1.5. Approves, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First Class U.S. mail;
- 1.6. Appoints Simpluris, Inc. as the Administrator;
- 1.7. Approves the manner and method for Class Members to request exclusion from the Class Settlement, dispute the number of Workweeks credited to them, and/or object to the Class Settlement as contained herein and within the Class Notice;
- 1.8. Schedules a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members.

2. **Class Notice.** Subject to court approval, the Parties agree that the Administrator shall provide notice to the Class pursuant to the following procedures:

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1 2.1. **Class List and Data.** Within twenty-one (21) calendar days following
2 entry of the Preliminary Approval Order, Defendants will produce the Class List and Data to the
3 Administrator.

4 3. **Mailing of Class Notice to Class Members.** Within fourteen (14) calendar days
5 following receipt of the Class List and Data from Defendants, the Administrator will perform a
6 search based on the National Change of Address Database or any other similar services
7 available, such as provided by Experian, for information to update and correct for any known or
8 identifiable address changes, and will mail a Class Notice in English (in the form attached as
9 “**Exhibit A**” to this Settlement Agreement) to all Class Members and Aggrieved Employees,
10 via First-Class U.S. Mail, using the most current, known mailing address identified by the
11 Administrator.

12 3.1. Any Class Notice returned to the Administrator within thirty (30) calendar
13 days of initial mailing with a forwarding address shall be re-mailed by the Administrator within
14 five (5) calendar days. The Administrator shall conduct a skip-trace address search for any Class
15 Member and Aggrieved Employee’s Class Notice that is returned without a forwarding address
16 and shall, upon obtaining a new or different address, re-mail the Class Member and Aggrieved
17 Employee’s Class Notice within five (5) calendar days. It shall be presumed that each and every
18 Class Member and Aggrieved Employee whose Class Notice is not returned to the Administrator
19 as undeliverable within thirty (30) calendar days after mailing has actually received the Class
20 Notice.

21 4. **Requests for Exclusion.** Any Class Member wishing to be excluded from the
22 Class Settlement must submit a Request for Exclusion to the Administrator, by mail, postmarked
23 on or before the Response Deadline.

24 4.1. The Request for Exclusion must be signed by the Settlement Class
25 Member and contain all information required by this Settlement Agreement. The date of the
26 postmark on the return mailing envelope will be the exclusive means to determine whether a
27 Request for Exclusion has been timely submitted. The Administrator will certify jointly to Class
28 Counsel and Defense Counsel the Requests for Exclusion that were timely submitted, and also

1 identify the individuals who have submitted a timely and valid Request for Exclusion in a
2 declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any
3 Class Member who submits a Request for Exclusion from the Class Settlement is prohibited
4 from making any objection to the Class Settlement. Any Class Member who submits a timely
5 and valid Request for Exclusion will not be a Settlement Class Member and will not have any
6 right to object, appeal, or comment on the Class Settlement. Aggrieved Employees shall be
7 bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of
8 the Class Settlement.

9 4.2. **Timeliness.** For purposes of determining timeliness, a Request for
10 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
11 Service or other delivery service and must be postmarked on or before the Response Deadline.
12 Not later than ten (10) calendar days after the Response Deadline, the Administrator will inform
13 Class Counsel and Defense Counsel of the total number of Class Members who submitted timely
14 and valid Requests for Exclusion. Class Members who do not submit a timely and valid Request
15 for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any
16 Court order approving the terms of the Settlement, and the Final Approval Order and Judgment
17 entered thereon.

18 5. **Defendants' Right to Void.** If at least ten percent (10%) of the prospective Class
19 Members submit timely and valid Requests for Exclusion from the Class Settlement, then
20 Defendants shall have the option, in its sole discretion, to nullify and void this Agreement, in
21 which case all of Defendants' obligations under this Agreement shall cease to be of any force
22 or effect, and this Agreement shall be null and void. If Defendants exercise this option, they
23 shall provide Class Counsel with written notice of their election within seven (7) calendar days
24 of the Administrator informing Class Counsel and Defense Counsel of the total number of Class
25 Members who submitted timely and valid Requests for Exclusion, with a copy to the
26 Administrator, at which point the Parties shall return to their respective positions that existed
27 before the execution of this Agreement, and no term of this Agreement or any draft thereof, or
28 the negotiation, documentation, or other part or aspect of the Parties' settlement discussions,

1 shall have any effect or be admissible as evidence for any purpose in the Action, or in any other
2 proceeding. At no time will any of the Parties or their counsel seek to solicit or otherwise
3 encourage Class Members to opt out of the Class Settlement. In the event that the Settlement is
4 rendered null and void, the certification of the Class shall be automatically vacated and shall not
5 constitute evidence of or a binding determination that the requirements for certification of a
6 class action have been met. In such circumstances, Defendants expressly reserve all rights to
7 challenge class certification for any purpose other than settlement purposes in the Action, or in
8 any other action, on all available grounds as if no class had been certified for settlement
9 purposes, and no reference to the prior certification of this class, or any documents related
10 thereto, shall be made for any purpose.

11 **6. Objections.** Only Class Members who have not submitted a Request for
12 Exclusion (i.e., Settlement Class Members) may object to the Class Settlement.

13 6.1. To object to the Class Settlement, Class Members who have not opted out
14 of the Class Settlement (i.e., Settlement Class Members) may present their objection orally at
15 the Final Approval Hearing or submit a timely and complete Objection to the Administrator, by
16 mail, on or before the Response Deadline. The Objection must be signed by the Settlement
17 Class Member and contain all information required by this Settlement Agreement. The
18 postmark date will be deemed the exclusive means for determining that the Objection is timely.
19 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
20 Settlement Class Members to object to the Class Settlement or appeal from the Final Approval
21 Order and Judgment. Settlement Class Members who do submit a written Objection will still
22 be able to present their objection orally at the Final Approval Hearing. Aggrieved Employees
23 may not submit an objection with respect to the PAGA Settlement and shall be bound to the
24 PAGA Settlement and issued their Individual PAGA Payment irrespective of whether they
25 exercise their option to object to the Class Settlement.

26 **7. Disputes.** Class Members and Aggrieved Employees will have an opportunity to
27 dispute the number of Workweeks to which they have been credited for the Class Period and/or
28 PAGA Period (if applicable), as reflected in their respective Class Notice. In order to dispute

1 Workweeks, Class Members and/or Aggrieved Employees may submit a written letter to the
2 Administrator that: (a) states the case name and number of the Action, (b) is signed by the Class
3 Member and/or Aggrieved Employee, (c) states the full name, address, telephone number, and
4 the last four digits of the Social Security Number of the disputing Class Member and/or
5 Aggrieved Employee, (d) states that the Class Member and/or Aggrieved Employee disputes the
6 number of Workweeks credited to him or her and what he or she contends is the correct number
7 that should be credited to him or her, (e) includes information and/or attaches documentation
8 demonstrating that the number of Workweeks that he or she contends should be credited to him
9 or her is correct , and (f) is returned by mail to the Administrator at the specified address,
10 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
11 envelope on the submission will be the exclusive means to determine whether a dispute has been
12 timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as
13 they pertain to the number of Workweeks, to be credited to a disputing Class Member and/or
14 Aggrieved Employee, Defendants' records will be presumed correct and determinative of the
15 dispute. However, if a Class Member and/or Aggrieved Employee produces information and/or
16 documents to the contrary, the Administrator will evaluate the materials submitted by the Class
17 Member and/or Aggrieved Employee and the Administrator will resolve and determine the
18 number of eligible Workweeks that the disputing Class Member and/or Aggrieved Employee
19 should be credited with under the Settlement. The Administrator shall notify Class Counsel and
20 Defense Counsel of the fact that a Class Member and/or Aggrieved Employee has made a
21 dispute and advise them of the outcome.

22 8. Defendants represent that there are 10,690 workweeks during the period from July 6, 2017
23 to October 23, 2022 (i.e., the Class Period). If it is determined that the Workweeks count for
24 the Class Period actually exceeds 10,690 by more than ten percent (10%) (i.e., more than 1,069
25 Workweeks), Defendants shall increase the Total Settlement Amount on a *pro rata* basis equal
26 to the percentage increase in the number of Workweeks worked by the class members above ten
27 percent (10%), meaning Defendants will increase the Total Settlement Amount by the
28

percentage amount above ten percent (10%) (e.g., if the number of workweeks increase by 11% to 11,865 Workweeks, the Total Settlement Amount will increase by one percent (1%)).

9. **Allocation and Taxes.** The payment by Defendants pursuant to this Agreement is for alleged failure to pay compensation due, interest on the compensation, penalties regarding the compensation sum, and all other claims as set forth in the Complaints. The Parties agree, for purposes of this Settlement, that Individual Settlement Payments be allocated twenty percent (20%) to wages subject to withholdings for which IRS W-2 Forms shall be issued by the Administrator, and eighty percent (80%) to penalties, interest, and non-wage damages for which IRS 1099 Forms shall be issued by the Administrator. In accordance with both state and federal tax laws, the Administrator shall withhold such sums from each Settlement Class Member's Individual Settlement Share as is required in order to comply with the same. The Individual Settlement Shares will be subject to reduction for the Withholdings and Taxes, resulting in the Individual Settlement Payments. Each Settlement Class Member receiving payment under this Class Settlement shall be responsible for paying his or her share of applicable federal, state, and local income taxes on all amounts such person receives pursuant to this Agreement. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check. The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares shall be paid separately and in addition to the Total Settlement Amount.

10. **Administrator Responsibilities Regarding Taxes.** It shall be the responsibility of the Administrator or its designee to timely and properly withhold all applicable Withholdings and Taxes, and to prepare and deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to pay the Withholdings and Taxes to the appropriate authorities, and to file all necessary information and other tax returns. Payments to Settlement Class Members, Aggrieved Employees, Plaintiff, and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or 1099 as applicable, with copies provided to the respective

1 Settlement Class Members, Aggrieved Employees, Plaintiff, Class Counsel, and all applicable
2 governmental entities as required by law, and also to Defendants. All Withholdings and Taxes
3 deposited with the applicable governmental entities in accordance with this Agreement shall be
4 part of, and paid out of, the Individual Settlement Shares to each Settlement Class Member. The
5 Administrator shall also provide Defendants with appropriate documentation establishing that
6 the Defendants'/employer's share of any and all payroll taxes (including but not limited to,
7 FICA, FUTA and SDI contributions) has been paid from the TSA, subject to the Court's
8 approval.

9 **11. Tax Expenses Resulting from Administration.** All reasonable and direct
10 expenses and costs incurred by or at the direction of the Administrator in connection with the
11 administration of the Settlement (including, without limitation, expenses of tax attorneys and/or
12 accountants incurred in providing advice to the Administrator, and mailing and distribution costs
13 and expenses relating to the filing (or failure to file) the informational and other tax returns
14 described above) shall be considered a cost of administration of the Settlement and shall be part
15 of the Administration Costs, to be paid out of the Total Settlement Amount.

16 **12. No Effect on Benefits for Settlement Class Members and Aggrieved**
17 **Employees.** Plaintiff agrees, on behalf of herself and all Settlement Class Members and/or
18 Aggrieved Employees, that this Agreement and any payments under this Agreement shall not
19 have any effect on the eligibility or calculation of employee benefits with respect to the
20 Settlement Class Members and/or Aggrieved Employees. This Agreement does not represent
21 any modification of any previously credited hours of service, income, or other eligibility criteria
22 under any employee pension benefit plan, employee welfare benefit plan, or other program or
23 policy sponsored by any of the Released Parties. Plaintiff also agrees, on behalf of all Settlement
24 Class Members and/or Aggrieved Employees, that no payment provided under this Agreement
25 shall be considered "compensation" or "annual earnings for benefits" in any year for purposes
26 of determining eligibility for, or benefit accrual within, any employee pension benefit plan,
27 employee welfare benefit plan, or other program or policy sponsored by any of the Released
28 Parties.

1 13. **No Claims.** No person shall have any claim against any of the Released Parties,
2 Defense Counsel, Plaintiff, Settlement Class Members, Aggrieved Employees, or Class
3 Counsel, based on mailings, distributions, and payments made in accordance with or pursuant
4 to this Agreement.

5 14. **Final Approval.** After the Response Deadline, and with the Court's permission,
6 a Final Approval Hearing will be conducted to determine whether Final Approval of the
7 Settlement should be granted, along with the amounts properly payable for (a) Individual
8 Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees
9 and Costs; (e) Enhancement Award; and (f) Administration Costs. The Final Approval Hearing
10 will not be held earlier than the Response Deadline. Plaintiff and Class Counsel will be
11 responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel
12 will provide Defense Counsel a draft of the motion before filing the motion. By way of said
13 motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and
14 judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part,
15 the following:

16 14.1. Approval of the Settlement as fair, reasonable, and adequate, and
17 directing consummation of its terms and provisions;

18 14.2. Certification of the Class for settlement purposes;

19 14.3. An award of Attorneys' Fees and Costs to Class Counsel;

20 14.4. An award of Enhancement Award to Plaintiff;

21 14.5. An award of Administration Costs to the Administrator;

22 14.6. Direct Defendants to fund all amounts due under the Settlement
23 Agreement and ordered by the Court; and

24 14.7. Enter judgment in the Action, while maintaining continuing jurisdiction,
25 in conformity with California Rules of Court 3.769 and the Settlement Agreement.

26 15. **Negotiation of Individual Settlement Payment Checks and/or Individual**
27 **PAGA Payment Checks.** The Administrator will be responsible for undertaking appropriate
28 deductions, required tax reporting, and issuing the Individual Settlement Payments to Settlement

1 Class Members and Individual PAGA Payment Payments to Aggrieved Employees by way of
2 check in accordance with this Settlement Agreement. Each Individual Settlement Payment
3 and/or Individual PAGA Payment check shall remain valid and negotiable for one hundred and
4 eighty (180) calendar days from the date of their mailing, and thereafter, shall be cancelled.
5 After the 180-day check-cashing deadline, the Parties shall file a stipulation to the Final
6 Approval Order and Judgment that sets forth the total amount paid to Settlement Class
7 Members and Aggrieved Employees and the amount of unpaid residue, plus any interest on such
8 funds. All funds associated with such cancelled checks will be distributed by the
9 Administrator, in accordance with California Code of Civil Procedure section 384, to Los
10 Angeles Legal Aid Foundation, after the Court enters an order approving the Parties'
11 stipulation to amend the Final Approval Order and Judgment. The Parties and their counsel
12 each represent that they do not have a financial interest in or otherwise have a relationship
13 with the *cy pres* recipient that creates or could create a conflict of interest. The Administrator
14 shall undertake amended and/or supplemental tax filings and reporting, required under
15 applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any
16 Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class
17 Members and/or Aggrieved Employees whose Individual Settlement Payment and/or Individual
18 PAGA Payment checks are cancelled shall, nevertheless, be bound by the Settlement
19 Agreement.

20 **16. Questions and Disputes.** In the event that questions or disputes arise regarding
21 the entitlement of any Settlement Class Member under this Agreement, counsel for each of the
22 Parties shall cooperate to provide to counsel for the other Party and the Administrator all
23 available information reasonably necessary to resolve them. Such information shall be provided
24 in either electronic form or hard copy, as the Administrator may reasonably request. If the
25 Parties cannot resolve any dispute concerning the entitlement of any Settlement Class Member
26 under this Agreement, the dispute(s) shall be submitted to the Administrator for resolution.

27 **17. Notification and Certification by the Administrator.** The Administrator shall
28 keep Defense Counsel and Class Counsel apprised of the status of the settlement administration

process and its distribution of Individual Settlement Payments and Individual PAGA Payments. Upon completion of administration of the Settlement, the Administrator shall provide a detailed, written declaration under oath to certify such completion to the Court and counsel for all Parties.

18. **Nullification of Agreement if Settlement Not Approved.** In the event: (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the Court does not finally approve the Settlement as provided herein; (c) the Court does not enter the Final Approval Order and Judgment as provided herein; or (d) the Settlement does not become final for any other reason, including the exercise of Defendants' right to rescind the Settlement under Section 4.5, above, this Agreement shall be null and void *ab initio* (with the exception of this Section and terms regarding payment to Administrator) and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties. In the event an appeal is taken from the Final Approval Order and Judgment, or any other appellate review is sought before the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

V. ENTRY OF JUDGMENT AND RELEASES

1. **Obtaining Approval.** As soon as practicable after execution of this Agreement, Class Counsel shall, with the cooperation of Defense Counsel as reasonably requested by Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the Settlement by the Court, including responding to any objectors, intervenors, or other persons or entities seeking to prevent approval of this Agreement.

2. **Plaintiff's Waiver of Right to Opt Out.** By signing this Agreement, Plaintiff agrees to be bound by the terms herein and further agrees not to request exclusion from this Agreement. Any such request for exclusion shall, therefore, be void and of no force or effect.

3. **Release of Released Class Claims by Settlement Class Members.** Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

1 4. **Release of Released PAGA Claims by Aggrieved Employees.** Upon the
2 Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California
3 with respect to Aggrieved Employees, and all Aggrieved Employees will be deemed to have
4 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
5 Released Parties of all Released PAGA Claims he or she may have or had.

6 5. **General Release of Claims by Plaintiff.** Upon the Effective Date and full
7 funding of the Total Settlement Amount, and in consideration of the promises and obligations
8 set forth herein, Plaintiff will be deemed to have fully, finally, and forever released, settled,
9 compromised, relinquished, and discharged the Released Parties of and from all claims arising
10 from their employment with Defendants, separation of employment from Defendants, and any
11 acts that have or could have been asserted in any legal action or proceeding against Defendants,
12 whether known or unknown, arising under any federal, state, or local law, or statute, including,
13 *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans
14 with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
15 Security Act, National Labor Relations Act, California Corporations Code, California Business
16 and Professions Code, California Fair Employment and Housing Act, California Constitution
17 (all as amended), and law of contract or tort, as well as for discrimination, harassment,
18 retaliation, wrongful termination, lost wages, benefits, other employment compensation,
19 emotional distress, medical expenses, other economic and non-economic damages, attorney
20 fees, and costs, arising on or before the date on which the Settlement is executed.

21 6. **Waiver of California Civil Code Section 1542.** With respect to those claims
22 released by Plaintiff in an individual capacity pursuant to this Agreement, as of the Effective
23 Date and full funding of the Total Settlement Amount, Plaintiff acknowledges and waives any
24 and all rights and benefits available under California Civil Code section 1542, which provides:

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

1 Plaintiff understands and agrees that claims or facts in addition to or different from those which
2 are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention
3 to, upon the Effective Date and full funding of the Total Settlement Amount, settle fully and
4 release all claims she now has against the Released Parties, whether known or unknown,
5 suspected, or unsuspected, as of the Effective Date and full funding of the Total Settlement
6 Amount. Notwithstanding the above, the general release by Plaintiff shall not extend to claims
7 for workers' compensation benefits, claims for unemployment benefits, or other claims that may
8 not be released by law.

9 **VI. ADDITIONAL PROVISIONS**

10 1. **No Admission of Liability.** The Parties enter into this Settlement Agreement to
11 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
12 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
13 specifically deny, that they have violated any state, federal, or local law; violated any regulations
14 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or
15 legal requirements; breached any contract; violated or breached any duty; engaged in any
16 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
17 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
18 the negotiations connected with it, shall be construed as an admission or concession by
19 Defendants of any such violations or failures to comply with any applicable law. Except as
20 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
21 Agreement and its terms and provisions shall not be offered or received as evidence in any action
22 or proceeding to establish any liability or admission on the part of Defendants or to establish the
23 existence of any condition constituting a violation of, or non-compliance with state, federal,
24 local, or other applicable law.

25 2. **Parties Represented by Counsel.** The Parties hereby acknowledge that they
26 have been represented by counsel throughout all negotiations that preceded the execution of this
27 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
28 and advice of counsel and reviewed in full.

1 3. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the
2 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
3 shall not be construed more strictly against one party than another merely by virtue of the fact
4 that it may have been prepared by counsel for one of the Parties, it being recognized that, because
5 of the arm's-length negotiations between the Parties, all Parties have contributed equally to the
6 preparation of this Settlement Agreement.

7 4. **Voluntary Agreement.** This Agreement is executed voluntarily and without
8 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm,
9 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and
10 of all other matters pertaining hereto as he, she, or it deems necessary.

11 5. **Notices.** Aside from the Class Notice, all other notices, requests, demands, and
12 other communications to be provided to counsel for the Parties concerning this Agreement shall
13 be in writing and delivered by overnight mail at the addresses set forth below, or such other
14 addresses as either Party may designate in writing from time to time:

15 **To Plaintiff and Class Counsel:**

16 Arby Aiwazian, Esq.

17 Joanna Ghosh, Esq.

18 Yasmin Hosseini, Esq.

19 Helene Mayer, Esq.

20 **LAWYERS for JUSTICE, PC**

21 410 West Arden Avenue, Suite 203

22 Glendale, California 91203

23 **To Defendants and Defense Counsel:**

24 Barbara A. Blackburn, Esq.

25 John H. Adams, Jr., Esq.

26 **LITTLER MENDELSON, P.C.**

27 500 Capitol Mall, Suite 2000

28 Sacramento, California 95814

 6. The Parties and their Counsel agree that they shall not issue media releases or
engage in publicity regarding the terms of this Settlement. These provisions shall in no way
impede and/or impair Class Counsel and/or the Plaintiff from fulfilling their obligations to the
Class, or their obligations to obtain preliminary and final approval of the Settlement, or to
undertake required submissions to the Labor and Workforce Development Agency in

1 connection with the resolution of the Action.

2 7. **Authorization.** Counsel for all Parties represent and warrant they are expressly
3 authorized by the Parties whom they represent to negotiate this Settlement Agreement and to
4 take all appropriate actions required to permitted to be taken by such Parties pursuant to this
5 Settlement Agreement to effectuate its terms and to execute any other documents required to
6 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and
7 have full authority to enter into this Settlement Agreement, and further intend that this
8 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will
9 be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
10 any mediation confidentiality provisions that otherwise might apply under state or federal law.

11 8. **Agreement Binding on Successors in Interest.** This Agreement shall be binding
12 on and inure to the benefit of the respective successors, assigns, heirs, and personal
13 representatives of the Parties hereto.

14 9. **Time Periods.** The time periods and dates set forth in this Agreement with respect
15 to the giving of notices and hearings are subject to approval and modification by the Court or
16 the written stipulation of counsel for the Parties.

17 10. **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other
18 in good faith and use their best efforts to implement the terms of this Agreement, including and
19 not limited to, execution and delivery of any and all documents to the extent reasonably
20 necessary to implement the terms of this Agreement. If the Parties are unable to reach an
21 agreement on the form or content of any document needed to implement the Agreement, or on
22 any supplemental provisions that may become necessary to effectuate this Agreement, the
23 Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

24 11. **Entire Agreement.** This Agreement contains the entire agreement between the
25 Parties relating to the Agreement and transaction contemplated hereby, and all prior or
26 contemporaneous agreements, understandings, representations, and statements, whether oral or
27 written and whether by a Party or such Party's legal counsel, are merged herein. No rights
28 hereunder may be waived except in writing.

1 12. **Headings.** The various headings used in this Agreement are solely for the
2 convenience of the Parties and shall not be used to interpret this Agreement.

3 13. **Amendment, Modification, and Waiver.** This Agreement may not be waived,
4 amended, altered, or modified except by written agreement signed by counsel for all Parties, and
5 subject to any necessary Court approval. A waiver or amendment of any provision of this
6 Settlement Agreement will not constitute a waiver of any other provision.

7 14. **Governing Law.** All terms of this Agreement and attached exhibits hereto will
8 be governed by and interpreted according to the laws of the State of California.

9 15. **Jurisdiction of the Court.** Any dispute regarding the interpretation, validity, or
10 otherwise arising out of this Agreement, or relating to the Action, the Released Class Claims, or
11 the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court. Plaintiff,
12 Class Members, Aggrieved Employees, and Defendants agree to submit to the personal and
13 exclusive jurisdiction of the Court for the purpose of resolving any such dispute. After entry of
14 judgment pursuant to the Settlement, the Court shall retain jurisdiction pursuant to Rule 3.769
15 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure,
16 for purposes of addressing: (a) the interpretation and enforcement of the terms of this
17 Agreement, (b) settlement administration matters, and (c) such post-judgment matters as may
18 be appropriate under court rules or as set forth in this Agreement.

19 16. **Agreement Constitutes a Complete Defense.** To the extent permitted by law,
20 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
21 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to any term
22 of this Agreement.

23 17. **Execution Date and Execution in Counterparts.** This Agreement shall be
24 deemed executed and enforceable upon the last date of signature of all of the undersigned. The
25 Parties may execute this Agreement in counterparts, each of which shall constitute an original,
26 but all of which together shall constitute one and the same instrument having the same force and
27 effect as if all Parties had signed the same instrument.

28 ///

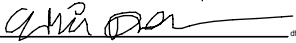
1 18. **Signatures.** The Parties agree that this Agreement may be executed and delivered
2 via DocuSign, Assured Sign, Hello Sign, electronic mail (including PDF), and/or any other
3 electronic signature complying with the U.S. Federal ESIGN Act of 2000 and California's
4 Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so
5 executed and delivered shall be deemed valid and enforceable, and fully and validly delivered,
6 for all purposes.

7 **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily executed this
8 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
9 Defendants:

10 **IT IS SO AGREED.**

11
12
13 Dated: July 17, 2024, 2024

**PLAINTIFF ELIZABETH NELSON-
DEVENERE**

Electronically Signed 2024-07-18 01:14:13 UTC - 104.28.124.106

Nintex AssureSign® d737f39-667b-4071-b73f-b1b0014ba039

Elizabeth Nelson-Devenere, Plaintiff

DEFENDANT PSP STORES, LLC

14
15
16
17 Dated: _____, 2024

Full Name: Daniel McNamara
Title: Chief Financial Officer
On behalf of PSP Stores, LLC

**DEFENDANT PET SUPPLIES PLUS
HOLDINGS, LLC**

18
19
20
21
22 Dated: _____, 2024

Full Name: Daniel McNamara
Title: Chief Financial Officer
On behalf of Pet Supplies Plus Holdings, LLC

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, P.C.

Helene Mayer

Dated: July 18, 2024

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Helene Mayer
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.

Dated: _____, 2024

Barbara A. Blackburn
John H. Adams Jr.
Attorneys for Defendants

1 18. **Signatures.** The Parties agree that this Agreement may be executed and delivered
2 via DocuSign, Assured Sign, Hello Sign, electronic mail (including PDF), and/or any other
3 electronic signature complying with the U.S. Federal ESIGN Act of 2000 and California's
4 Uniform Electronic Transactions Act (Civ. Code § 1633.1, et. seq.). Any counterpart so
5 executed and delivered shall be deemed valid and enforceable, and fully and validly delivered,
6 for all purposes.

7 **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily executed this
8 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
9 Defendants:

10 **IT IS SO AGREED.**

**PLAINTIFF ELIZABETH NELSON-
DEVENERE**

13 Dated: _____, 2024

Elizabeth Nelson-Devenere, Plaintiff

DEFENDANT PSP STORES, LLC

17 Dated: Sept. 18, 2024

Full Name: Daniel McNamara
Title: Chief Financial Officer
On behalf of PSP Stores, LLC

**DEFENDANT PET SUPPLIES PLUS
HOLDINGS, LLC**

22 Dated: Sept. 18, 2024

Full Name: Daniel McNamara
Title: Chief Financial Officer
On behalf of Pet Supplies Plus Holdings, LLC

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, P.C.

Dated: _____, 2024

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Helene Mayer
Attorneys for Plaintiff

LITTLER MENDELSON, P.C.

Dated: September 18, 2024



Barbara A. Blackburn
John H. Adams Jr.
Attorneys for Defendants