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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

TERESA ALEXANDER, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware Corporation
and DOES 1 through 10, inclusive,

Defendants.

CENTRIAL WILLIAMS and PRECIOUS
THOMAS, as individuals and on behalf of
aggrieved employees,

Plaintiffs,

vs.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00278027
Case No. 34-2022-00313560

PAGA SETTLEMENT AGREEMENT

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PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Sacramento (“Court”), Plaintiffs TERESA ALEXANDER, CENTRIAL WILLIAMS AND PRECIOUS THOMAS (“Plaintiffs”) and Defendant CAREER SYSTEMS DEVELOPMENT CORPORATION (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Teresa Alexander v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2020-00278027 and *Centrial Williams and Precious Thomas v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2022-00313560 (the “Actions”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” mean *Teresa Alexander v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2020-00278027 (the “Alexander Action”) and *Centrial Williams and Precious Thomas v. Career Systems Development Corporation*, Sacramento County Superior Court Case No. 34-2022-00313560 (the “Williams/Thomas Action”).
2. “Aggrieved Employees” means all current and former California employees who worked at any time during the Settlement Period for Defendant.
3. “LWDA” means the California Labor and Workforce Development Agency.
4. “Maximum Settlement Amount” means the maximum settlement amount of \$1,150,000.00 (One Million One Hundred Fifty Thousand Dollars and Zero Cents) to be paid by Defendant in full satisfaction of all Released Claims as defined herein, which includes all payments to Aggrieved Employees, the Plaintiffs’ General Release Payments, the attorneys’ fees and costs to Plaintiffs’ Counsel, all amounts due to the LWDA, and the costs of the Settlement Administrator.
5. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Plaintiffs’ General Release Payments, the attorneys’ fees and costs to Plaintiffs’ Counsel, and the costs of the Settlement Administrator.

6. “Plaintiffs’ Counsel” means Gaines & Gaines, APLC and Diversity Law Group.

7. “Released Parties” means Defendant and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers and any other person or entity who could be deemed a joint employer of the Aggrieved Employees.

8. “Plaintiffs’ General Release Payments” means the amount to be paid to Plaintiffs, as payment for Plaintiffs’ service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of Plaintiffs’ employment with Defendant.

9. “Released Claims” means all causes of action and factual or legal theories/allegations that were alleged in the operative complaints in the Actions under PAGA, or reasonably could have been alleged under PAGA based on the facts, legal theories, California Labor Code sections, and primary rights at issue in the Complaints filed in the Actions including, but not limited to, all of the following claims for civil penalties premised on: (a) failure to pay all minimum wages; (b) failure to pay premium wages; (c) failure to pay all overtime wages; (d) failure to provide rest periods and pay missed rest period premiums; (e) failure to provide meal periods and pay missed meal period premiums; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; (h) failure to reimburse all business-related expenses; (i) civil penalties under the PAGA related to the claims set forth herein; and (j) any other claims or penalties under the wage and hour laws and IWC Wage Orders based on the facts pleaded in the Actions or primary rights pursued in the Actions. The period of the Release shall encompass the entire Settlement Period. The *res judicata* effect of the Judgment will be the same as that of the Release.

10. “Settlement Period” means January 28, 2019 to the earlier of June 19, 2022 or the date of entry of the Order and Judgment approving this Settlement.

RECITALS

11. On January 28, 2020, Plaintiff Teresa Alexander filed a PAGA letter with the LWDA alleging numerous violations of the California Labor Code and the applicable Wage

Order(s) including, but not limited to, alleged violations for the failure to pay all minimum and overtime wages, the failure to provide compliant meal and rest breaks, the failure to provide accurate wage statements, the failure to provide timely current and final wages, and the failure to reimburse business expenses.

12. On May 6, 2020, Plaintiff Teresa Alexander filed one of lawsuits encompassed in the Actions in Sacramento County Superior Court, Sacramento County Superior Court Case No. 34-2020-00278027 alleging a single cause of action under PAGA.

13. On November 24, 2021, Plaintiff Precious Thomas filed a PAGA letter with the LWDA alleging violations of the California Labor Code including, but not limited to, the failure to provide accurately itemized wage statements, as set forth in California Labor Code Section 226(a).

14. On January 6, 2022, Plaintiffs Centrial Williams and Precious Thomas filed the second lawsuit encompassed within the Actions in Sacramento Superior Court, Sacramento County Superior Court Case No. 34-2022-00313560 alleging a single cause of action under PAGA.

15. On April 19, 2022, the Parties engaged in private mediation with Lou Marlin, Esq.

16. As a result of the mediation, the Parties have agreed to fully and finally resolve the Actions pursuant to the terms of this Settlement Agreement.

TERMS

17. Maximum Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will to pay One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) ("Maximum Settlement Amount"), no more and no less, which represents the maximum amount payable in this Settlement by Defendant, and includes all attorneys' fees, litigation costs and expenses of Plaintiffs' Counsel, Plaintiffs' General Release Payments, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their shares of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

(a) The balance after deduction of Plaintiffs' Counsel's attorneys' fees and costs, administration and settlement administration costs, the payment to the Labor &

Workforce Development Agency, and General Release Payments to Plaintiffs will be the “Net Settlement Amount” for distribution to Aggrieved Employees.

(b) This Maximum Settlement Amount is based on Defendant’s representation that there are approximately 1,109 Aggrieved Employees who worked no more than approximately 43,521 pay periods between January 28, 2019 and April 19, 2022. In the event that the actual number of employees or pay periods is more than 10% higher than these representations, the Maximum Settlement Amount will increase by the same percentage increase over 10%. By example, if the number of employees or pay periods is 11% higher than these representations, the Maximum Settlement Amount, will increase by 1%.

18. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Released Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees as the Net Settlement Amount, according to the following formula:

18(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

18(b) To determine each Aggrieved Employee’s payment from the Net Settlement Amount, Defendant will use the following formula:
$$\text{Settlement Payment} = \text{Net Settlement Amount} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

19. Plaintiffs’ Counsel’s Attorneys’ Fees and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys’ fees, and all out-of-pocket costs incurred and to be incurred by Plaintiffs’ Counsel in the Actions including, but not limited to, fees and expenses of experts,

investigation expenses, postage, telephone, and photocopying charges, and costs associated with documenting the Settlement, the Parties agree that Defendant will pay Plaintiffs' Counsel out of the Maximum Settlement Amount a payment not to exceed 35% of the Maximum Settlement Amount, projected to be Four Hundred Two Thousand Five Hundred Dollars (\$402,500) in attorneys' fees and up to Twenty-Five Thousand (\$25,000) in litigation costs and expenses ("Plaintiffs' Counsel's Attorneys' Fees and Costs"). Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. Defendant will not oppose any request consistent with this paragraph.

20. Plaintiffs' General Release Payments and Release by Plaintiffs. For a general release of all claims Plaintiffs may have against Defendant arising out of their employment, and for their service on behalf of the LWDA and Aggrieved Employees, Defendant agrees to apportion out of the Maximum Settlement Amount payments to Plaintiffs in the sum of up to Twenty Five Thousand Dollars (\$25,000) each ("Plaintiffs' General Release Payments"). Defendant will not oppose any request consistent with this paragraph. Upon receipt of the Plaintiffs' General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or relating to, Plaintiffs' employment with Defendant or termination thereof including, but not limited to, claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

1 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
2 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
3 **DEBTOR OR RELEASED PARTY.**

4 21. Settlement Administration Costs. The Parties will retain Phoenix Class Action
5 Administration Solutions, which was selected based on a competitive bidding process, to serve as
6 the third-party settlement administrator (“Settlement Administrator”). The Settlement Administrator
7 will be responsible for establishing a qualified settlement fund (“QSF”) and issuing payments and
8 appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiffs’ Counsel. The
9 Settlement Administration Costs will be paid from the Maximum Settlement Amount. No more than
10 \$10,000 shall be paid to the Settlement Administrator from the Maximum Settlement Amount for
11 its services to administer this PAGA settlement. Plaintiffs, Plaintiffs’ counsel, Defendant, and
12 Defendant’s counsel shall not bear any responsibility for errors or omissions in the calculation or
13 distribution of the settlement payments or development of the list of recipients of settlement
14 payments.

15 22. Court Approval of the Settlement and Distribution of Settlement Payments. The
16 Parties will present this Settlement Agreement to the Court in the Alexander Action and the LWDA
17 as required by PAGA. The Parties will request that the Court issue an order and judgment in the
18 Alexander Action approving and incorporating by reference the terms and conditions of the
19 Settlement Agreement (the “Order and Judgment”). Within fourteen (14) calendar days of
20 Defendant funding the Maximum Settlement Amount, Plaintiff’s Counsel will request that the Court
21 dismiss the Williams/Thomas Action with prejudice.

22 23. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the
23 Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all
24 Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be
25 formatted in Microsoft Office Excel and will include each Aggrieved Employee’s full name; most
26 recent mailing address and telephone number; Social Security number; the respective number of pay
27 periods during which he or she worked in California during the Settlement Period; and any other
28 relevant information needed to calculate settlement payments. The payroll periods worked shall

1 include any payroll period that an Aggrieved Employee received a paycheck from Defendant
2 during employment in California during the Settlement Period. If it can be readily determined, pay
3 periods where someone was employed but did not record any hours can be excluded from this
4 calculation. Information from the list of Aggrieved Employees will not be provided to Plaintiffs or
5 Plaintiffs' Counsel without prior authorization from Defendant's counsel, although the Settlement
6 Administrator may provide to Plaintiff's Counsel anonymized lists and calculations of employee
7 pay period data (with employee names, phone numbers, addresses, social security numbers, and any
8 other personally identifying or sensitive/private information redacted) for the sole purpose of
9 permitting Plaintiffs' Counsel to confirm calculations made by the Settlement Administrator and
10 verify that Defendant's representations as to pay periods and employee counts are accurate.

11 24. Funding of the Settlement. Within fourteen (14) calendar days after entry of the
12 Order and Judgment, Defendant will deposit the Maximum Settlement Amount into the QSF to be
13 established by the Settlement Administrator. Within ten (10) calendar days of the funding of the
14 Maximum Settlement Amount, the Settlement Administrator will issue payments to: (a) Aggrieved
15 Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs'
16 Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate
17 tax forms for all payments issued under this Settlement.

18 25. Settlement Payments to Aggrieved Employees. The Settlement Administrator will
19 issue each Aggrieved Employee one check for his or her share of the Net Settlement Amount, along
20 with an explanatory letter which will be mutually approved by the Parties in substantially the form
21 attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based
22 on the National Change of Address Database for information to update and correct for any known
23 or identifiable address changes. Any checks returned as non-deliverable on or before the check
24 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
25 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly
26 attempt to determine the correct address using a skip-trace, or other search using the name, address
27 or Social Security number of the Aggrieved Employee involved and will then perform a single re-
28 mailing. Checks will remain negotiable for 180 days after they are mailed. Those funds represented

1 by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks
2 by the Settlement Administrator will be tendered to the unclaimed property fund of The State
3 Controller's Office, to be held in the name of the respective Aggrieved Employee. All settlement
4 payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will
5 be issued, if required by law as determined by the Settlement Administrator. Recipients of settlement
6 payments shall be exclusively and entirely responsible for all tax consequences arising out of such
7 payments.

8 26. Release of Released Claims. Upon entry of the Order and Judgment, and subject to
9 Defendant's full payment of the Maximum Settlement Amount, Plaintiffs and all Aggrieved
10 Employees will be forever barred from pursuing against Defendant any and all Released Claims
11 which accrued during the Settlement Period. The *res judicata* effect of the Judgment will be the
12 same as that of the Release. Plaintiff, the Aggrieved Employees and the State of California may
13 hereafter discover facts or legal arguments in addition to, or different from, those they now know or
14 currently believe to be true with respect to the claims, causes of action and legal theories of recovery
15 in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the
16 scope or definition of the Settled Claims. Aggrieved Employees, other than Plaintiffs, will not be
17 deemed to have released any individual wage and hour claims or unpaid wage claims by virtue of
18 this Settlement.

19 27. No Right to Exclusion or Objections by Aggrieved Employees. Because this
20 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy
21 and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties
22 agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement.
23 Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval
24 by the Court, regardless of whether he or she cashes any payment received as a result of this
25 Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms
26 of the Settlement Agreement.

27 28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
28 herein will not be utilized to calculate any additional benefits under any benefit plans to which any

1 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
2 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
3 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
4 any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any
5 benefit plans.

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

10 30. Nullification of Settlement Agreement. In the event that: (i) the Court does not
11 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
12 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
13 null and void, and the Parties will be returned to their original respective positions. Notwithstanding
14 the above, even in the event the Court does not approve or reduces Plaintiffs' requests for approval
15 of the Plaintiffs' General Release Payments or request for Attorneys' Fees and Costs, this Settlement
16 shall remain binding.

17 31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the
18 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
19 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
20 post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

21 32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
22 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
23 binding on the Parties.

24 33. Amendment or Modification. This Settlement Agreement may be amended or
25 modified only by a written instrument, signed by the Parties or their successors-in-interest.

26 34. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
27 and represent they are expressly authorized by the Parties whom they represent to negotiate this
28 Settlement Agreement and to take all appropriate action required or permitted to be taken by such

1 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
2 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
3 counsel will cooperate with each other and use their best efforts to effect the implementation of the
4 Settlement. If the Parties are unable to reach agreement on the form or content of any document
5 needed to implement the Settlement, or on any supplemental provisions that may become necessary
6 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
7 such disagreement.

8 35. Binding on Successors and Assigns. This Settlement Agreement will be binding
9 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 36. California Law Governs. All terms of this Settlement Agreement will be governed
12 by and interpreted according to the laws of the State of California.

13 37. Execution and Counterparts. This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including electronic signatures (e.g.,
16 Docusign/Hellosign), facsimiles, and scanned copies of the signature pages, will be deemed to be
17 one and the same instrument.

18 38. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
19 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
20 arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further
21 acknowledge that they are each represented by competent counsel and that they have had an
22 opportunity to consult with their counsel regarding the fairness and reasonableness of this
23 Settlement.

24 39. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
25 that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs or the Plaintiffs' General
26 Release Payments below the amount they request from the Court, and either party may appeal any
27 court order that materially alters the Settlement's terms. The Parties agree that any such appeal of
28 any reduction of Attorneys' Fees and Costs or the Plaintiffs' General Release Payments constitutes

1 a dispute between Plaintiffs' Counsel and the Court, and that Defendant and Defendant's Counsel
2 will not be involved and will not be expected to appear, file papers, argue
3 any position, or participate in any manner. In the event of any such appeal, Defendant shall not fund
4 the settlement, and its obligation to fund it will be stayed until such appeal is fully resolved.

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

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

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

16 43. Enforcement Action. In the event that one or more of the Parties institutes any legal
17 action or other proceeding against any other Party or Parties to enforce the provisions of this
18 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
19 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
20 and costs, including expert witness fees incurred in connection with any enforcement actions.

21 44. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
22 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
23 construed more strictly against one party merely by virtue of the fact that it may have been prepared
24 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
25 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

26 45. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Settlement
28 Agreement, and that this Settlement Agreement has been executed with the consent and advice of

counsel and reviewed in full.

46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

47. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, as contemplated by Code of Civil Procedure § 664.6, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

48. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

49. Confidentiality. Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement, including filing it with the Court and submitting it to the LWDA. For the avoidance of doubt, this section means Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any

1 medium or otherwise communicate, whether by print, video, recording or any other medium, with
2 any person or entity concerning the Settlement, including the fact of the Settlement, its terms or
3 contents and the negotiations underlying the Settlement, except as shall be contractually required to
4 effectuate the terms of the Settlement. However, Plaintiffs' Counsel may communicate with the
5 LWDA and Aggrieved Employees about the Actions and this Settlement, and disclose the name of
6 the Parties in this action, the venue/case numbers, and settlement details available in the public
7 record, for the limited purpose of providing reference in court or in pleadings to similar settlements
8 when seeking approval of an unrelated settlement.

9 50. Notice of Settlement Agreement to LWDA. Plaintiffs' Counsel will provide notice
10 of this Settlement Agreement to the LWDA as required by Labor Code Section 2699(1)(2).

11 ***[Signatures follow on next page.]***
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 05 / 19 / 2022

Teresa Alexander

PLAINTIFF

Dated: _____
Centrial Williams

PLAINTIFF

Dated: _____
Precious Thomas

DEFENDANT

Dated: _____
Career Systems Development Corporation
By: Tinamarie Gallagher

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Teresa Alexander

PLAINTIFF

Dated: 5/20/2022 _____

DocuSigned by:



Central Williams

PLAINTIFF

Dated: 5/20/2022 _____

DocuSigned by:



Precious Thomas

DEFENDANT

Dated: _____

Career Systems Development Corporation
By: Tinamarie Gallagher

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____ Teresa Alexander

PLAINTIFF

Dated: _____ Central Williams

PLAINTIFF

Dated: _____ Precious Thomas

DEFENDANT

Dated: 5/23/22 
Career Systems Development Corporation
By: Tinamarie Gallagher

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APPROVED AS TO FORM

GAINES & GAINES, APLC

Dated: May 20, 2022

Daniel F. Gaines
Attorneys for Teresa Alexander

DIVERSITY LAW GROUP, A P.C.

Dated: _____

*Attorneys for Plaintiffs Centrial Williams and
Precious Thomas*

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: _____

Michael D. Wilson, Jr.
*Attorneys for Defendant Career Systems
Development Corporation*

APPROVED AS TO FORM

GAINES & GAINES, APLC

Dated: _____

Attorneys for Teresa Alexander

DIVERSITY LAW GROUP, A P.C.

Dated: May 20, 2022



Attorneys for Plaintiffs Central Williams and Precious Thomas

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: May 24, 2022



Michael D. Wilson, Jr.
Attorneys for Defendant Career Systems Development Corporation

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TERESA ALEXANDER, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware Corporation
and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2020-00278027

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a current or former California employee who worked for Defendant Career Systems Development Corporation (“Defendant”) at any time between January 28, 2019 and [Settlement Period end date]. (“Aggrieved Employee”).

On May 6, 2020, Plaintiff Teresa Alexander commenced a lawsuit in Sacramento County Superior Court, case number 34-2020-00278027, to recover civil penalties. On January 6, 2022, Plaintiffs Central Williams and Precious Thomas commenced a second lawsuit in Sacramento Superior Court, case number 34-2022-00313560, to recover civil penalties. The Plaintiffs allege in the lawsuits that Defendant failed to pay all minimum and overtime wages due, provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, reimburse all business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiffs seek penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiffs’ allegations and disputes all of Plaintiffs’ claims. The lawsuits were litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of the Order and Judgment, and subject to Defendant’s full payment of the Maximum Settlement Amount, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Released Claims which accrued

1 during the Settlement Period (January 28, 2019 to [Settlement
2 Period end date]). The res judicata effect of the Judgment will be
3 the same as that of the Release. Plaintiff, the Aggrieved Employees
4 and the State of California may hereafter discover facts or legal
5 arguments in addition to, or different from, those they now know or
6 currently believe to be true with respect to the claims, causes of
7 action and legal theories of recovery in this Action. Regardless, the
8 discovery of new facts or legal arguments shall in no way limit the
9 scope or definition of the Settled Claims. Aggrieved Employees,
10 other than Plaintiffs, will not be deemed to have released any
11 individual wage and hour claims or unpaid wage claims by virtue
12 of this Settlement.

13 The “Released Claims” are all causes of action and factual or legal
14 theories/allegations that were alleged in the operative complaints in
15 the Actions under PAGA, or reasonably could have been alleged
16 under PAGA based on the facts, legal theories, California Labor
17 Code sections, and primary rights at issue in the Complaints filed
18 in the Actions including, but not limited to, all of the following
19 claims for civil penalties premised on: (a) failure to pay all
20 minimum wages; (b) failure to pay premium wages; (c) failure to
21 pay all overtime wages; (d) failure to provide rest periods and pay
22 missed rest period premiums; (e) failure to provide meal periods
23 and pay missed meal period premiums; (f) failure to pay all wages
24 earned and unpaid at separation; (g) failure to furnish accurate
25 itemized wage statements; (h) failure to reimburse all business-
26 related expenses; (i) civil penalties under the PAGA related to the
27 claims set forth herein; and (j) any other claims or penalties under
28 the wage and hour laws and IWC Wage Orders based on the facts
pleaded in the Actions or primary rights pursued in the Actions.
The period of the Release shall encompass the entire Settlement
Period. The res judicata effect of the Judgment will be the same as
that of the Release.

18 If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff
19 Alexander, at (866) 550-0855.

TITLE	Settlement Agreement
FILE NAME	Alexander v CSDC - Settlement FINAL.pdf
DOCUMENT ID	1adcdb9eaa6b9b001679e0a1cc9781c11a690cfb
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

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The document has been completed.