

[Counsel on following page]

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

SHARRY BOLLINGER-FELT, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC BELLS, LLC, dba TACO BELL, a
Washington limited liability company, and
DOES 1-50, inclusive,

Defendants.

JENNIFER U. YANG, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf of all others similarly
situated,

Plaintiff,

vs.

PACIFIC BELLS, LLC, a Washington Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendant.

SHARRY BOLLINGER-FELT, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC BELLS, LLC, dba TACO BELL, a
Washington limited liability company, and
DOES 1-50, inclusive,

Defendants.

Case No. **CV-20-000680**

Assigned to the Hon. Stacy Speiller
Dept.: 22

Action Filed: January 30, 2020

Case No. **CV-20-001362**

Assigned to the Hon. John D. Freeland
Dept.: 23

Action Filed: February 28, 2020

Case No. **CV-20-001950**

Assigned to the Hon. Stacy Speiller
Dept.: 22

Action Filed: April 6, 2020

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

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21 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

22 This Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”)
23 is made and entered into by and between Plaintiffs Sharry Bollinger-Felt (“Bollinger-Felt”) and
24 Jennifer U. Yang (“Yang”) (Bollinger-Felt and Yang collectively, “Plaintiffs” or “Class
25 Representatives”), individually and on behalf of others similarly situated, on the one hand, and
26 Defendant Pacific Bells, LLC (“Defendant”), on the other hand (Plaintiffs and Defendants
27 collectively, the “Parties”).

28 Subject to approval of the Court, this Settlement Agreement shall be binding on Plaintiffs,

1 Class Counsel, the Class, Defendant, and its respective present and former parent companies,
2 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,
3 employees, agents, attorneys, insurers, successors and assigns, and any related individual or entity
4 which could be liable for any of the Released Claims (hereinafter “Released Parties”), and their
5 respective counsel, subject to the terms and conditions hereof and the approval of the Court.

6 RECITALS

7 1. On January 24, 2020, Plaintiff Jennifer Yang provided notice to the California
8 Labor and Workforce Development Agency (“LWDA”) to seek civil penalties against Defendant
9 under the California Labor Code Private Attorneys General Act (“PAGA”) for numerous alleged
10 violations of the California Labor Code.

11 2. On January 30, 2020, Plaintiff Sharry Bollinger-Felt filed a class action complaint
12 against Defendant in the Superior Court for the State of California, County of Stanislaus, entitled
13 *Sharry Bollinger-Felt, individually, and on behalf of other members of the general public similarly*
14 *situated v. Pacific Bells, LLC, dba Taco Bell, a Washington limited liability company; and DOES*
15 *1 through 50, inclusive*, Case No. CV-20-000680 (the “Bollinger-Felt Class Action”). Bollinger-
16 Felt sought to represent all persons employed by Defendant within the State of California in
17 hourly-paid or non-exempt positions at any time during the period from four years preceding the
18 filing of the complaint to resolution of the lawsuit. The Bollinger-Felt Class Action alleged causes
19 of action for: 1) Failure to Pay Wages Required by Labor Code § 1194; 2) Failure to Pay Overtime
20 Wages Required by § 510; 3) Failure to Provide Meal Periods as Required by Labor Code §§
21 226.7, 512, and the IWC Wage Orders; 4) Failure to Provide Rest Periods as Required by Labor
22 Code §§ 226.7, 512, and the IWC Wage Orders; 5) Failure to Pay Timely Wages Required by
23 Labor Code §§ 203 and 201.3; 6) Failure to Provide Accurate Itemized Wage Statements Required
24 by Labor Code § 226; and 7) violation of California Business & Professions Code § 17200, *et seq.*

25 3. On January 30, 2020, Bollinger-Felt provided notice to the LWDA to seek civil
26 penalties against Defendant under PAGA for numerous alleged violations of the California Labor
27 Code.

28 4. On February 28, 2020, Yang filed a class action complaint against Defendant in the

1 Superior Court for the State of California, County of Stanislaus, entitled *Jennifer U. Yang, an*
2 *individual, on behalf of the State of California, as private attorney general, and on behalf of all*
3 *others similarly situated v. Pacific Bells, LLC, a Washington limited liability company; and DOES*
4 *1 through 50, inclusive*, Case No. CV-20-001362 (the “Yang Action”). Yang sought to represent
5 all persons employed by Defendant within the State of California in hourly-paid or non-exempt
6 positions at any time during the period from four years preceding the filing of the complaint to
7 the date the court grants preliminary approval. The Yang Action alleged causes of action for: 1)
8 Failure to Pay Overtime per Labor Code §§ 510, 1198, and the applicable Wage Order; 2) Failure
9 to Provide Rest Periods and Pay Missed Rest Period Premiums per Labor Code § 226.7 and the
10 applicable Wage Order; 3) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums
11 per Labor Code § 226.7, 512(a), and the applicable Wage Order; 4) Failure to Pay All Minimum
12 Wages per Labor Code §§ 1194, 1194.2, 1197, 1197.1, and the applicable Wage Order; 5) Wage
13 Gender Discrimination per Labor Code §§ 1197.5, 1199.5, and the applicable Wage Order; 6)
14 Failure to Provide Adequate Seating per Labor Code § 1198 and the applicable Wage Order; 7)
15 Failure to Provide Split Shift Pay per the applicable Wage Order; 8) Failure to Provide Reporting
16 Time Pay per the applicable Wage Order; 9) Failure to Pay Vacation at Separation per Labor Code
17 § 227.3; 10) Failure to Reimburse Necessary Business Expenses per Labor Code § 2802; 11)
18 Failure to Pay All Wages Earned and Unpaid at Separation per Labor Code §§ 201-203; 12)
19 Failure to Pay Wages Timely During Separation per Labor Code §§ 204, 1198, and the applicable
20 Wage Order; 13) Failure to Furnish Accurate Itemized Wage Statements per Labor Code section
21 226(a); 14) UCL Violations (Bus. & Prof. Code §§ 17200-17204); and 15) PAGA Civil Penalties
22 Pursuant to Labor Code §§ 2699, *et seq* for violations of Labor Code §§ 201-204, 210, 226, 226.3,
23 226.7, 227.3, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1199.5, 2802, and
24 Wage Order 5-2001.

25 5. On April 6, 2020, Bollinger-Felt filed a separate representative civil action against
26 Defendant in the Superior Court for the State of California, County of Stanislaus, entitled *Sharry*
27 *Bollinger-Felt, individually, and on behalf of others similarly situated v. Pacific Bells, LLC, dba*
28 *Taco Bell, a Washington limited liability company; and DOES 1 through 50, inclusive*, Case No.

1 CV-20-001950 (the “Bollinger-Felt PAGA Action”). In the Bollinger-Felt PAGA Action,
2 Bollinger-Felt sought civil penalties under PAGA for the same violations of the California Labor
3 Code that she alleges in the Bollinger-Felt Class Action.

4 6. On or about July 1, 2020, Yang filed a First Amended Complaint in the Yang
5 Action.

6 7. Together, the Bollinger-Felt Class Action, the Bollinger-Felt PAGA Action, and
7 the Yang Action are referred to as the “Actions”.

8 8. Following mediation of the Actions, and for purposes of settlement, the Parties
9 agree that, before or concurrent with the filing of the Motion for Preliminary Approval, they will
10 file stipulations in the Actions currently pending seeking the following relief: (1) the Yang Action
11 shall be consolidated with the Bollinger-Felt Class Action for settlement purposes only; (2) the
12 Bollinger-Felt PAGA Action shall be consolidated with the Bollinger-Felt Class Action for
13 settlement purposes only; (3) The Yang Action shall be dismissed, conditioned upon the
14 Settlement Agreement receiving final approval and expiration of any appeal period; (5) the
15 Bollinger-Felt PAGA Action shall be dismissed, conditioned upon the Settlement Agreement
16 Receiving final approval and expiration of any appeal period; and (4) all proceedings relating to
17 the approval of the Settlement Agreement shall be before Judge Stacey Speiller in the Stanislaus
18 County Superior Court.

19 9. Defendant denies all material allegations set forth in the Actions and in the LWDA
20 Notices and has asserted numerous affirmative defenses in the Actions. Notwithstanding these
21 defenses, in the interest of avoiding further litigation, Defendant desires to fully and finally settle
22 all actual or potential claims by the putative class members in the Actions.

23 10. Plaintiffs’ counsel in the Actions—James Hawkins APLC and Melmed Law Group
24 P.C. (“Class Counsel”)—diligently investigated the proposed Class’ claims against Defendant,
25 including any and all applicable defenses and the applicable law. The investigation included, *inter*
26 *alia*, the exchange of information pursuant to formal and informal discovery methods and review
27 of numerous corporate policies and practices.

28 11. On October 5, 2020, the Parties participated in mediation of the Actions, before

1 Steve Rottman, Esq. (the “Mediator”), a respected and experienced mediator of wage and hour
2 class actions. After a full day of negotiations and continued negotiations in the following weeks,
3 the Mediator proposed the principal terms of a comprehensive class action settlement for the three
4 Actions. Thereafter, the Parties accepted the Mediator’s proposal and stipulated to the material
5 terms of this Settlement Agreement now before this Court. The Mediator’s supervision of the
6 mediation and negotiations was critical in managing the expectations of the Parties and providing
7 a useful and neutral analysis of the issues and risks to both sides.

8 12. The settlement discussions during and after mediation were conducted at arm’s-
9 length and this Settlement Agreement is the result of an informed and detailed analysis of
10 Defendant’s potential liability of total exposure in relation to the costs and risks associated with
11 continued litigation.

12 13. Based on the data produced pursuant to formal and informal discovery, as well as
13 Class Counsel’s own independent investigation and evaluation, and the Mediator’s efforts, Class
14 Counsel believe that the settlement with Defendant for the consideration and on the terms set forth
15 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
16 Class in light of all known facts and circumstances.

17 14. This Settlement Agreement is made and entered into by and between Plaintiffs,
18 individually, and on behalf of all others similarly situated, and Defendant, and is subject to the
19 terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that
20 this Settlement Agreement is entered solely for the purpose of compromising significantly
21 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
22 If for any reason this Settlement Agreement is not approved by the Court, this Settlement
23 Agreement will be of no force or effect, and the Parties shall be returned to their original respective
24 positions.

25 **DEFINITIONS**

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

28 15. The “Action” means the resulting consolidated matter from the Actions (i.e., the

1 Bollinger-Felt Class Action, the Yang Action, the Bollinger-Felt PAGA Action). This Settlement
2 Agreement is entered into for the purpose of settling the three Actions in their entirety.

3 16. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
4 approved by the Court for Class Counsel's litigation and resolution of this Action, and all litigation
5 costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not
6 limited to, costs and expenses associated with mediation, documenting the Settlement, securing
7 the Court's approval of the Settlement, administering the Settlement, obtaining entry of a
8 Judgment terminating this Action, and expenses for any experts. Class Counsel will collectively
9 request attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, or up to
10 Two Hundred and Eighty-Eight Thousand Seven Hundred Fifty Dollars (\$291,666.63). Class
11 Counsel will also request reimbursement of Class Counsel's actual litigation costs and expenses,
12 not to exceed Fifteen Thousand Dollars (\$15,000.00). Defendant has agreed not to oppose Class
13 Counsel's request for fees and reimbursement of costs and expenses as set forth above. Any
14 portion of the requested Attorneys' Fees and Costs not awarded to Class Counsel will be a part of
15 the Net Settlement Amount, for distribution in conformity with this Agreement.

16 17. "Settlement Administrator" means the third-party class action settlement
17 administrator agreed to by the Parties and approved by the Court for purposes of administering
18 this Settlement Agreement. The Parties each represent that they do not have any financial interest
19 in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
20 that could create a conflict of interest.

21 18. "Settlement Administration Costs" means the costs payable from the Gross
22 Settlement Amount to the Settlement Administrator for administering this Settlement Agreement,
23 including, but not limited to, printing, distributing, and tracking documents for this Settlement
24 Agreement, calculating estimated amounts per Class Member, tax reporting, distributing the
25 appropriate settlement amounts, and providing necessary reports and declarations, and other duties
26 and responsibilities set forth herein to process this Settlement Agreement, and as requested by the
27 Parties. The Settlement Administration Costs are not to exceed Fifteen Thousand Dollars
28 (\$15,000.00). Any portion of the Settlement Administration Costs that are not awarded to the

1 Settlement Administrator will be a part of the Net Settlement Amount, for distribution in
2 conformity with this Agreement.

3 19. "Class Counsel" means James Hawkins and Greg Mauro of James Hawkins APLC,
4 and Jonathan Melmed and Martin Sullivan of Melmed Law Group P.C., which will seek to be
5 appointed counsel for the Class.

6 20. "Class List(s)" means a complete list of all Class Members within the Class that
7 Defendant will diligently and in good faith compile from its records or other records and provide
8 only to the Settlement Administrator within twenty (20) calendar days of the Court's Preliminary
9 Approval of this Settlement Agreement. The Class List will be formatted in a readable Microsoft
10 Office Excel spreadsheet and will include each Class Member's full name; most recent mailing
11 address and telephone number; Social Security number; dates of employment; Workweeks; and
12 any other relevant information needed to calculate the Individual Settlement Payments.

13 21. "Class Member(s)" or "Class" collectively refer to: *all non-exempt employees who*
14 *were employed by Pacific Bells, LLC in California at any time during the period of January 24,*
15 *2016 through and including the date on which the Court grants preliminary approval of the*
16 *Settlement Agreement.*

17 22. "Class Period" means the period from January 24, 2016 through and including the
18 date on which the Court grants preliminary approval of the Settlement Agreement.

19 23. "Class Representatives" mean Sharry Bollinger-Felt and Jennifer Yang who will
20 seek to be appointed as the representatives for the Class.

21 24. "Class Representative Enhancement Payment" means the amounts to be paid to
22 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class
23 Members. The Parties agree that Plaintiffs will be paid up to Seven Thousand Five Hundred
24 Dollars (\$7,500.00) each, subject to Court approval, from the Gross Settlement Amount for their
25 services on behalf of the Class, including their assistance as Plaintiffs and Class Representatives,
26 subject to the Court granting final approval of this Settlement Agreement and subject to the
27 exhaustion of any and all appeals, if any. Any portion of the Class Representative Enhancement
28 Payment not awarded to Plaintiffs will be a part of the Net Settlement Amount, for distribution in

1 conformity with this Agreement.

2 25. "Court" means the Superior Court of the State of California for the County of
3 Stanislaus or any other court taking jurisdiction of the Action.

4 26. "Defendant" means Pacific Bells, LLC.

5 27. "Defendant's Counsel" means Davis Wright Tremaine LLP.

6 28. "Effective Date" means the date on which the settlement embodied in this
7 Settlement Agreement shall become effective after all of the following events have occurred: (i)
8 this Settlement Agreement has been executed by all parties and by counsel for the Class and
9 Defendant; (ii) the Court has given preliminary approval to the Settlement Agreement; (iii) the
10 notice has been given to the Class Members, providing them with an opportunity to object to the
11 terms of the Settlement Agreement or to opt out of the Settlement Agreement; (iv) the Court has
12 held a formal fairness hearing and, having heard no objections to the Settlement Agreement,
13 entered a final order and judgment certifying the Class, and approving this Settlement Agreement;
14 and (v) only in the event that there are written objections (i.e., valid Objection Forms) filed prior
15 to the formal fairness hearing which are not later withdrawn or denied, the later of the following
16 events: five (5) business days after the period for filing any appeal, writ or other appellate
17 proceeding opposing the Court's final Order approving the Settlement Agreement has elapsed
18 without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or
19 other appellate proceeding opposing the Court's final Order approving the Settlement Agreement
20 has been filed, five (5) business days after any appeal, writ or other appellate proceedings
21 opposing the Settlement Agreement has been finally and conclusively dismissed with no right to
22 appeal or pursue further remedies or relief. In the event that no objections are filed prior to the
23 final approval hearing, then the Effective Date shall be the date that the court enters its order
24 granting final approval and final judgment.

25 29. "Individual Settlement Payment" means the amounts of money from the Net
26 Settlement Amount that shall be paid to the Participating Class Members. Individual Settlement
27 Payments will be each Participating Class Member's share of the Net Settlement Amount (which
28 share shall be determined by the calculations provided in this Agreement). The funds paid to Class

1 Members shall not be eligible for contributions or matching funds relating to any employer-
2 sponsored benefit plan.

3 30. "PAGA Payment" means the amount of Thirty Five Thousand Dollars (\$35,000.00)
4 that the Parties have agreed to allocate for penalties pursuant to the Private Attorneys' General
5 Act, California Labor Code § 2698, *et seq.* ("PAGA"). The Parties have agreed that the PAGA
6 Payment will be paid out of the Gross Settlement Amount. Pursuant to PAGA, the Labor and
7 Workforce Development Agency ("LWDA") shall be paid 75% or Twenty Six Thousand Two
8 Hundred and Fifty Dollars (\$26,250.00) of the PAGA Payment ("LWDA Payment"), and 25% or
9 Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00) of the PAGA Payment will be part
10 of the Net Settlement Amount, for distribution in conformity with this Agreement.

11 31. "Gross Settlement Amount" means the Eight Hundred Seventy-five Thousand
12 Dollars (\$875,000.00) to be paid by Defendant in full satisfaction of all claims arising from the
13 Actions, which includes all Individual Settlement Payments to Participating Class Members, the
14 Class Representative Enhancement Payment, Settlement Administration Costs to the Settlement
15 Administrator, the LWDA Payment, Attorneys' Fees and Costs to Class Counsel, and employer-
16 side payroll taxes on the wage portion of the Individual Settlement Payment. This Gross
17 Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of
18 the agreed-upon settlement value of individual claims. No part of the Gross Settlement Amount
19 shall revert to Defendant.

20 32. "Net Settlement Amount" means the portion of the Gross Settlement Amount
21 remaining after deduction of the approved Class Representative Enhancement Payment,
22 Settlement Administration Costs, LWDA Payment, Attorneys' Fees and Costs, and the employer's
23 share of payroll taxes and withholdings. The Net Settlement Amount will be distributed to
24 Participating Class Members in accordance with this Agreement.

25 33. "Non-Participating Class Member(s)" means those Class Members who submit to
26 the Settlement Administrator a valid and timely written request to be excluded from the Class (i.e.,
27 "Exclusion Form").

28 34. "Notice Packet" means the Notice of Class Action Settlement (substantially in the

1 form attached hereto as **Exhibit A**).

2 35. “Parties” means Plaintiffs and Defendant collectively.

3 36. “Participating Class Member(s)” is defined as a Class Member who does not timely
4 exclude himself or herself or “opt-out” of the Settlement and will therefore receive his or her share
5 of the settlement proceeds automatically. Each Participating Class Member will be paid his/her
6 proportional share of the Net Settlement Sum (“Individual Settlement Payment.”).

7 37. “Plaintiffs” means Sharry Bollinger-Felt and Jennifer U. Yang.

8 38. “Preliminary Approval” means the Court order granting preliminary approval of
9 this Settlement Agreement.

10 39. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of
11 Treasury Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement
12 Administrator for the benefit of Participating Class Members, Plaintiffs and Class Counsel.

13 40. “Released Claims” means any and all claims arising out of the factual allegations
14 pled in the operative pleadings in the Actions, including claims that have been or could have been
15 pled as wage and hour violations under local and state law, including, but not limited to, claims
16 under the California Labor Code for failure to pay for all hours worked and all wages earned,
17 including minimum and overtime hours; failure to provide meal periods or compensation in lieu
18 thereof; failure to provide rest breaks or compensation in lieu thereof; failure to provide adequate
19 seating; failure to pay split shift pay; failure to pay reporting time pay; wage gender
20 discrimination; failure to pay all unused, accrued vacation wages at separation; failure to timely
21 pay wages during employment; failure to provide compliant wage statements; waiting time
22 penalties for failure to pay all wages due to terminated or quitting employees; failure to reimburse
23 for necessary business expenses; alleged violation of Business and Professions Code § 17200;
24 statutory penalties; equitable relief; injunctive relief; liquidated damages; penalties of any nature;
25 interest; restitution; or any other relief, fees and costs.

26 41. “Released Claims Period” means the period from January 24, 2016 to the date the
27 Court grants preliminary approval of the Settlement.

28 42. “Released Parties” means Defendant and any of their related entities, alleged or

1 actual joint employers, affiliated predecessor and successor entities, and each such entity's
2 respective present and former subsidiaries, affiliates, parents, agents, employees, former employees,
3 partners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors
4 and assigns.

5 43. "Response Deadline" means the deadline by which Class Members must postmark
6 to the Settlement Administrator valid Requests for Exclusion or an objections. The Response
7 Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the
8 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case
9 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
10 The Response Deadline for Requests for Exclusion or an Objection will be extended an additional
11 fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the
12 Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case
13 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
14 The Response Deadline may also be extended by express agreement between Class Counsel and
15 Defendant. Under no circumstances, however, will the Settlement Administrator have the
16 authority to extend the deadline for Class Members to submit a Requests for Exclusion or an
17 Objection Form.

18 44. "Workweeks" means the number of weeks each Participating Class Member
19 worked for Defendant as a non-exempt employee during the Class Period. Each Participating
20 Class Member shall be entitled to payment for at least one workweek. Partial workweeks shall
21 count as one workweek.

22 CLASS CERTIFICATION

23 45. Solely for purposes of settling the Action, and not for purposes of class certification
24 should the matter not be settled and approved by the Court, or for any other reason, the Parties
25 stipulate and agree that the requisites for establishing class certification with respect to the Class
26 have been met and are met. Should this Settlement Agreement not be fully and finally approved
27 or be terminated, these stipulations shall be null and void and shall not be admissible for any
28 purpose whatsoever.

1 **TERMS OF AGREEMENT**

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

4 46. Funding of the Gross Settlement Amount. Within three (3) business days after the
5 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the
6 amounts to be paid by Defendant pursuant to the terms of the Settlement. Defendant will fund the
7 settlement within thirty (30) days after the Effective Date. Defendant will deposit for payment all
8 Court-approved and claim amounts from the Gross Settlement Amount into a Qualified Settlement
9 Fund account to be established by the Settlement Administrator.

10 47. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
11 application or motion by Class Counsel for Attorneys' Fees and Costs of not more than 1/3 of the
12 Gross Settlement Amount or up to \$291,666.63, plus the reimbursement of costs and expenses
13 associated with Class Counsel's litigation and settlement of the Actions, not to exceed Fifteen
14 Thousand Dollars (\$15,000.00), both of which will be paid from the Gross Settlement Amount.

15 48. Class Representative Enhancement Payment. In recognition of Plaintiffs' effort
16 and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose
17 or impede any application or motion for a Class Representative Enhancement Payment of up to
18 Seven Thousand Five Hundred Dollars (\$7,500.00) each. The Court-approved Class
19 Representative Enhancement Payment will be paid from the Gross Settlement Amount. The
20 Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to Plaintiffs;
21 and the Class Representatives shall be solely and legally responsible for correctly characterizing
22 this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiffs
23 agree to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties,
24 or interest arising as a result of the Class Representative Enhancement Payment. To the extent
25 that the Court approves less than the amount of Enhancement Payment that Class Counsel request,
26 the difference between the requested and awarded amounts will be reallocated to the Net
27 Settlement Amount.

28 49. General Release by Class Representatives. As a condition of the Settlement

1 Agreement, Plaintiffs agree to execute a General Release of all claims, including a waiver of
2 California Civil Code § 1542, against Released Parties, as per Paragraph 78.

3 50. Settlement Administration Costs. The Settlement Administrator will be paid for
4 the reasonable costs of administration of the Settlement and distribution of payments from the
5 Gross Settlement Amount, which is not to exceed Fifteen Thousand Dollars (\$15,000.00). These
6 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required
7 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
8 translating into Spanish and distributing the Notice Packet, distributing the Notice Packet,
9 calculating shares and payment, distributing the Gross Settlement Amount in accordance with the
10 Settlement and the Court's order, providing necessary reports and declarations, and any other
11 actions required for the appropriate execution of this Settlement Agreement in accordance with
12 the order of the Court. Any portion of the Settlement Administration Costs that are not awarded
13 to the Settlement Administrator will be a part of the Net Settlement Amount, for distribution in
14 conformity with this Agreement.

15 51. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
16 Thirty-five Thousand Dollars (\$35,000.00) from the Gross Settlement Amount will be designated
17 for satisfaction of Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-
18 Five Percent (75%), or \$26,250.00, of this sum will be paid to the LWDA and Twenty-Five
19 Percent (25%), or \$8,750.00, will be part of the Net Settlement Amount.

20 52. Net Settlement Amount. Net Settlement Amount means the portion of the Gross
21 Settlement Amount remaining after deduction of the approved Class Representative Enhancement
22 Payment, Settlement Administration Costs, LWDA Payment, the employer's share of payroll
23 taxes and withholdings, and Attorneys' Fees and Costs. The Net Settlement Amount will be used
24 to satisfy Individual Settlement Payments to Participating Class Members in accordance with the
25 terms of this Agreement.

26 53. Acknowledgement of Potential Administration Cost Increases. The Parties hereby
27 acknowledge that Settlement Administration Costs may increase above the current estimate of
28 \$15,000.00 and that any such additional Settlement Administration Costs will be taken out of the

1 Gross Settlement Amount. Any portion of the estimated or designated Class Administration Costs
2 which are not in fact required to fulfill the total Class Administration Costs will be a part of the
3 Net Settlement Amount, for distribution in conformity with this Agreement.

4 54. Individual Settlement Payment Calculations. The Parties agree that the Net
5 Settlement Amount shall be divided between all Participating Class Members in proportion to the
6 number of individual Workweeks for each Class Member. To calculate the minimum amount
7 each Class Member will receive based on their individual Workweeks, the Net Settlement Amount
8 will be divided by the total number of Workweeks by all Class Members during the Class Period
9 and then allocated on a pro rata basis. Each Class Member's individual amount will be included
10 on his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be
11 dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata
12 basis based on the individual Workweeks worked during the Class Period by each Participating
13 Class Member. The Individual Settlement Payments allocated to Non-Participating Class
14 Members shall be retained in the Net Settlement Amount and shall be distributed to Participating
15 Class Members on a pro rata basis. The Individual Settlement Payment will be reduced by any
16 required deductions for each Participating Class Member as set forth herein, including employee
17 and employer tax and withholdings with respect to the wage portion of each Individual Settlement
18 Payment

19 55. Individual Settlement Payments Do Not Trigger Additional Benefits. All
20 individual settlement payments to Participating Class Members shall be deemed to be paid to such
21 Participating Class Members solely in the year in which such payments actually are received by
22 the Participating Class Members. It is expressly understood and agreed that the receipt of such
23 individual settlement payments will not entitle any Participating Class Member to additional
24 compensation or benefits under any company bonus, contest or other compensation or benefit plan
25 or agreement in place during the period covered by the Settlement Agreement, nor will it entitle
26 any Participating Class Member to any increased retirement, 401K benefits or matching benefits,
27 or deferred compensation benefits. It is the intent of this Settlement Agreement that the individual
28 settlement payments provided for in this Settlement Agreement are the sole payments to be made

1 by Defendant to the Class Members, and that the Participating Class Members are not entitled to
2 any new or additional compensation or benefits as a result of having received the individual
3 settlement payments (notwithstanding any contrary language or agreement in any benefit or
4 compensation plan document that might have been in effect during the period covered by this
5 Settlement).

6 56. Settlement Administration Process. The Parties agree to cooperate in the
7 administration of the Settlement and to make all reasonable efforts to control and minimize the
8 costs and expenses incurred in administration of the Settlement.

9 57. Delivery of the Class List. Within twenty (20) calendar days of Preliminary
10 Approval, Defendant will provide the Class List(s) to the Settlement Administrator. The Class
11 List and the information contained therein shall not be provided to Class Counsel.

12 58. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days of receipt of
13 the Class List(s), the Settlement Administrator will perform a search based on the National Change
14 of Address Database (“NCOA”), or any other similar services available, and mail a Notice Packet
15 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
16 addresses available.

17 59. Confirmation of Contact Information in the Class List. Prior to mailing, the
18 Settlement Administrator will perform a NCOA check, such as provided by Experian or any other
19 similar services available, for information to update and correct for any known or identifiable
20 address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable
21 on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
22 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such
23 re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
24 Administrator will promptly attempt to determine the correct address using a skip-trace and will
25 then perform a single re-mailing within five (5) days after return of the Notice Packet. Those
26 Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will
27 have between the later of (a) an additional fifteen (15) days or (b) the Response Deadline to
28 postmark an Exclusion Form or Objection Form.

1 60. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
2 Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the
3 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
4 respective Class Member worked for Defendant during the Class Period; (e) each Class Member's
5 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
6 Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit
7 disputes regarding Workweeks, Requests for Exclusion, or an Objection; (h) the requirements
8 relating to, and deadlines by which the Class Member must submit disputes regarding Workweeks,
9 Requests for Exclusions, and an Objection; (i) the claims to be released, as set forth herein; and
10 (j) the date for the Final Approval Hearing.

11 61. Disputed Information on Notice Packets. Class Members may dispute the
12 information provided in their Notice Packets, but must do so in writing, via first class mail, and it
13 must be postmarked by the Response Deadline. To the extent Class Members dispute the number
14 of Workweeks to which they have been credited or the amount of their Individual Settlement
15 Payment, Class Members must produce evidence to the Settlement Administrator showing that
16 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
17 records will be presumed determinative. However, if a Class Member produces evidence to the
18 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member
19 and will make the final decision as to the merits of the dispute. All disputes will be decided within
20 ten (10) business days of the Response Deadline.

21 62. Request for Exclusion Procedures. Any Class Member wishing to be excluded
22 from this Settlement Agreement must sign and postmark a written "Request for Exclusion from
23 the Class Action Settlement" letter/card with their name, address, telephone number, and
24 signature. The Request for Exclusion should state:

25 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE PACIFIC BELLS
26 LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
27 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS
28 LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE."

1 The Request for Exclusion must be sent directly to the Settlement Administrator. Any person who
2 submits a timely Request for Exclusion from the Class Action Settlement shall, upon receipt, no
3 longer be a Class Member, shall be barred from participating in any portion of the Settlement, and
4 shall receive no benefits from the Settlement. The date of the postmark on the return mailing
5 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
6 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will
7 certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
8 timely submitted.

9 63. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
10 Class Member who does not affirmatively and timely request exclusion from this Settlement
11 Agreement by submitting a timely and valid Exclusion Form will be considered a Participating
12 Class Member and will be bound by all of its terms, including those pertaining to the Released
13 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
14 Settlement. Any Class Member who submits both an Exclusion Form and an Objection Form
15 shall be recorded as an objector, and shall not be excluded from being a Participating Class
16 Member. At no time will any of the Parties or their counsel or anyone acting at their request seek
17 to solicit or otherwise encourage Class Members to request exclusion from this Settlement
18 Agreement.

19 64. Objection Procedures. The Class Notice shall inform the Settlement Class
20 Members of their right to object to the Class Settlement. Any Settlement Class Member who
21 wishes to object to the Class Settlement must submit a written objection to the Settlement
22 Administrator no later than the Response Deadline. The objection must include the case name
23 and number and must set forth, in clear and concise terms, a statement of the reasons why the
24 objector believes that the Court should find that the proposed Class Settlement is not in the best
25 interest of the Settlement Class and the reasons why the Class Settlement should not be approved,
26 including the legal and factual arguments supporting the objection. If an objector also wishes to
27 appear at the Final Approval and Fairness Hearing, in person or through an attorney, he or she
28 *must also* file a notice of intention to appear at the same time as the objection is filed. The

1 Settlement Administrator will promptly serve copies of any objection or notice of intention to
2 appear on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Settlement
3 Class Members shall not be entitled to appear and or object at the Final Approval Hearing unless
4 they have submitted a timely written objection and notice of intention to appear pursuant to this
5 Section. Settlement Class Members who have properly and timely submitted objections may
6 appear at the Final Approval Hearing, either in person or through a lawyer retained at their own
7 expense.

8 65. At no time will any of the Parties or their counsel or anyone acting at their request
9 seek to or solicit or otherwise encourage Class Members to submit a Request for Exclusion or to
10 object to the Settlement Agreement.

11 66. Certification Reports Regarding Individual Settlement Payment Calculations. The
12 Settlement Administrator will provide Defendant's counsel and Class Counsel with a weekly
13 report which certifies: (a) the number of Class Members who have submitted valid Requests for
14 Exclusion; (b) the number of Class Members who have submitted Objections; (c) the number of
15 re-mailed Notice Packets; (d) the number of undeliverable Notice Packets; and (e) whether any
16 Class Member has submitted a challenge to any information contained in their Notice Packet.
17 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
18 reports regarding the administration of this Settlement Agreement as needed or requested.

19 67. Payment Schedule for All Court-Approved and Individual Settlement Payment
20 Amounts. Within ten (10) business days of the date Defendant funds the Gross Settlement Amount
21 pursuant to Paragraph 48, the Settlement Administrator will calculate and pay all payments due
22 under the Agreement, including (a) Individual Settlement Payments; (b) the LWDA Payment; (c)
23 the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all
24 Settlement Administration Costs, except that the entire amount payable for Settlement
25 Administration Costs may be paid to the Claim Administrator.

26 68. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
27 to Participating Class Members will be negotiable for 120 calendar days. Those funds represented
28 by settlement checks returned as undeliverable and those settlement checks remaining un-cashed

1 for more than 120 calendar days after issuance will be sent to the Children's Rights Project at
2 Public Counsel in support of Public Counsel's child advocacy programs. Public Counsel is a
3 proper recipient of *cy pres* funds in California class actions. Under California Code of Civil
4 Procedure § 384, any non-profit organization that provides "child advocacy programs" is a proper
5 recipient of *cy pres* funds. Public Counsel is such a non-profit organization.

6 69. Certification of Completion. Upon completion of administration of the Settlement,
7 the Settlement Administrator will provide one or more written declarations under oath to certify
8 such completion to the Court and counsel for all Parties, as required by the Court or as reasonably
9 requested by the Parties.

10 70. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided
11 or rescinded, for any reason other than set forth in Paragraph 81, any costs incurred by the
12 Settlement Administrator will be paid equally by the Parties (half by Defendant and half by Class
13 Counsel), unless otherwise specified in this Agreement.

14 71. Treatment of Individual Settlement Payments. For purposes of this Settlement
15 Agreement, all Individual Settlement Payments will be allocated as follows: 10% of each
16 Individual Settlement Payment will be allocated as wages, 45% will be allocated as interest, and
17 45% will be allocated as penalties. The portion allocated to wages will be reported on an IRS
18 Form W-2 and the portions allocated to interest, reimbursement, and penalties will be reported on
19 an IRS Form-1099 by the Settlement Administrator.

20 72. Administration of Taxes by the Settlement Administrator. The Settlement
21 Administrator will be responsible for issuing to Plaintiffs, Participating Class Member, and Class
22 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
23 to this Agreement. The Settlement Administrator will also be responsible for forwarding all
24 payroll taxes and penalties to the appropriate government authorities.

25 73. Tax Liability. Defendant makes no representation as to the tax treatment or legal
26 effect of the payments called for hereunder; and Plaintiffs and Participating Class Members are
27 not relying on any statement, representation, or calculation by Defendant or by the Settlement
28 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree

1 that except for Defendant's payment of the employer's portion of any payroll taxes, they will be
2 solely responsible for the payment of any taxes and penalties assessed on the payments described
3 herein and will defend, indemnify, and hold Defendant free and harmless from and against any
4 claims resulting from treatment of such payments as non-taxable damages.

5 74. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
6 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
7 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, ANY "OTHER
8 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
9 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
10 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
11 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
13 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
14 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
15 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
16 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
17 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 AGREEMENT.

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

5 76. Release of Claims by Class Members. Upon the Effective Date, Plaintiffs and all
6 Class Members who have not submitted valid and timely Requests for Exclusion, will be deemed
7 to have fully, finally and forever released, settled, compromised, relinquished, and discharged
8 with respect to all of the Released Parties any and all Released Claims for any period during the
9 Released Claims Period.

10 77. Waiver of California Civil Code § 1542. Furthermore, pursuant to the terms of the
11 Settlement, Plaintiffs each expressly waive any and all rights or benefits available to them under
12 the provisions of Section 1542 of the California Civil Code as to all claims, known and unknown.
13 Section 1542 of the California Civil Code provides as follows:

14 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
15 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
16 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
17 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
18 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
19 **DEBTOR OR RELEASED PARTY.”**

20 78. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
21 this Settlement Agreement to the Court in support of Plaintiffs’ Motion for Preliminary Approval
22 and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
23 execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an
24 order scheduling a fairness hearing on the question of whether the proposed settlement, including
25 payment of attorneys’ fees and costs, and Plaintiffs’ Class Representative Enhancement Payment,
26 should be finally approved as a fair, reasonable and adequate settlement. Counsel for the class
27 shall provide counsel for Defendant with three (3) business days for review of and revisions to
28 the Motion for Preliminary Approval prior to submission to the court As part of Plaintiffs’ Motion

1 for Preliminary Approval, Plaintiffs shall also apply to the Court for the entry of an order as
2 follows:

- 3 a. Certifying the Class for the purpose of settlement;
- 4 b. Approving, as to form and content, the proposed Notice of Class Action
5 Settlement;
- 6 c. Approving the manner and method for Class Members to request exclusion
7 from the Settlement as contained herein (i.e., the Exclusion Form) and within
8 the Notice of Class Action Settlement;
- 9 d. Directing the mailing of the Notice of Class Action Settlement in accordance
10 with the Settlement Agreement;
- 11 e. Preliminarily approving the Settlement subject only to the objections of Class
12 Members and final review by the Court; and
- 13 f. Enjoining Plaintiffs and any Class Member from filing or prosecuting any
14 claims, suits or administrative proceedings (including filing claims with the
15 California Division of Labor Standards Enforcement and the LWDA)
16 regarding the Released Claims unless and until such Class Members have
17 filed valid Requests for Exclusion with the Settlement Administrator.

18 79. Duties of the Parties Following Final Court Approval. Following final approval by
19 the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit
20 a proposed final order of approval and judgment as follows:

- 21 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
22 and adequate, and directing consummation of its terms and provisions;
- 23 b. Approving Class Counsel's application for an award of attorneys' fees and
24 costs;
- 25 c. Approving the Class Representative Enhancement Payment to Plaintiffs;
- 26 d. Setting a date when the parties shall report to the Court the total amount that
27 was actually paid to the Class Members; and
- 28 e. Entering judgment in this Action consistent with this Agreement.

1 80. Defendant's Option to Terminate the Settlement. If five percent (5%) or more of
2 the Class Members opt out of the Settlement, Defendant may exercise an option to terminate the
3 Settlement and be relieved of any obligation to pay the Net Settlement Amount or any other
4 obligations under any settlement. If Defendant exercises its option to rescind the Settlement, all
5 actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right
6 of rescission, in writing, to Class Counsel within fourteen (14) business days after the Settlement
7 Administrator notifies the Parties of the total number of opt-outs received by the Response
8 Deadline. If the option to rescind is exercised, then Defendant shall be solely responsible for all
9 costs of the Settlement Administrator accrued to that point. Defendant's Notice of Rescission shall
10 serve as instruction to the Class Administrator to return all funds deposited, including any accrued
11 interest, less the administration costs incurred as of the date of rescission.

12 81. Nullification of Settlement Agreement. In the event that: (a) the Court does not
13 finally approve this Settlement Agreement; or (b) the Settlement does not become final for any
14 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
15 will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement
16 Agreement will likewise be treated as void from the beginning.

17 82. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
18 request the Preliminary Approval of this Settlement Agreement, and the entry of a Preliminary
19 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
20 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
21 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
22 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
23 Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement and will include
24 the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement document, and
25 the proposed Exclusion Form and Objection Form. Class Counsel will be responsible for drafting
26 all documents necessary to obtain preliminary approval. Defendant agrees not to oppose the
27 Motion for Preliminary Approval, providing that it has received from Class Counsel no less than
28 five (5) court days to review and revise all such documents prior to filing.

1 83. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
2 deadlines to postmark Requests for Exclusion or Objection Forms, and with the Court's
3 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
4 Final Approval of this Settlement Agreement along with the amounts properly payable for (a)
5 Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys' Fees and Costs; (d)
6 the Class Representative Enhancement Payment; and (e) all Settlement Administration Costs. The
7 Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) days after the
8 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
9 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
10 costs application to be heard at the final approval hearing. Defendant agrees not to oppose final
11 approval, provided that it has received from Class Counsel no less than five (5) court days to
12 review and revise all documents to be filed prior to filing.

13 84. Either Party's Option to Terminate the Settlement. Subject to the obligation(s) of
14 mutual full cooperation, except as provided expressly herein, Plaintiffs (by unanimous agreement
15 of all Plaintiffs) and Defendant will each have the right to unilaterally terminate this Settlement if
16 the Court rejects, materially modifies, materially amends or changes, or declines to enter the
17 Preliminary Approval Order, the Final Approval Order or final judgment, or this Settlement
18 Agreement as agreed does not become final because of appellate court action. The terminating
19 Party shall give to the other Party (through its counsel) written notice of its decision to terminate
20 no later than ten (10) business days after receiving notice that one of the enumerated events has
21 occurred. Termination shall have the following effects:

- 22 a. The Settlement Agreement shall be terminated and shall have no force or
23 effect, and no Party shall be bound by any of its terms;
- 24 b. In the event the Settlement is terminated, Defendant shall have no obligation
25 to make any payments to any party, class member or attorney, except that the
26 Terminating Party shall pay the Settlement Administrator for services
27 rendered up to the date the Settlement Administrator is notified that the
28 settlement has been terminated;

- 1 c. The Preliminary Approval Order, Final Approval Order and Judgment,
2 including any order of class certification, shall be vacated;
- 3 d. The Settlement Agreement and all negotiations, privileged statements and
4 proceedings relating thereto shall be without prejudice to the rights of any of
5 the Parties, all of whom shall be restored to their respective positions in the
6 Action prior to this Settlement Agreement; and
- 7 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
8 statements or filings in furtherance of this Settlement Agreement (including
9 all matters associated with the mediation) shall be admissible or offered into
10 evidence in the Action or any other action for any purpose whatsoever.

11 85. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
12 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
13 forth herein. Any Exhibits to this Agreement are an integral part of this Settlement Agreement.

14 86. Confidentiality. The Parties and their counsel agree that they will not issue any
15 press releases, post any notices, publicize the settlement, initiate any contact with the press,
16 respond to any press inquiry, or have any communication with the press about the fact, amount,
17 or terms of the Settlement, including but not limited to any postings on any websites maintained
18 by Class Counsel. Any communication about the Settlement to Class Members prior to the
19 Settlement being preliminarily approved by the Court will be limited to a statement that a
20 settlement has been reached and the details will be communicated in a forthcoming Court-
21 approved notice. Nothing set forth herein, however, shall prohibit the Parties from providing this
22 Agreement to the Court in connection with the Parties' efforts to seek the Court's approval of this
23 Settlement. Neither Plaintiffs nor Class Counsel shall hold a press conference or otherwise seek
24 to affirmatively contact the media about the Settlement. If contacted by the media regarding the
25 settlement, Class Counsel will direct any media inquiries to the public records of the Action on
26 file with the Court. Additionally, neither Plaintiffs nor Class Counsel will disparage the
27 Settlement.

28 87. Entire Agreement. This Settlement Agreement and any attached Exhibits

1 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
2 or oral agreements may be deemed binding on the Parties. The Parties expressly recognize
3 California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide
4 that a written agreement is to be construed according to its terms and may not be varied or
5 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
6 representations or terms will modify, vary or contradict the terms of this Agreement.

7 88. Amendment or Modification. This Settlement Agreement may be amended or
8 modified only by a written instrument signed by the named Parties and counsel for all Parties or
9 their successors-in-interest.

10 89. Authorization to Enter Into Settlement Agreement. Counsel for all Parties and the
11 Parties warrant and represent they are expressly authorized by the Parties whom they represent to
12 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be
13 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute
14 any other documents required to effectuate the terms of this Settlement Agreement. The Parties
15 and their counsel will cooperate with each other and use their best efforts to effect the
16 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
17 content of any document needed to implement the Settlement, or on any supplemental provisions
18 that may become necessary to effectuate the terms of this Settlement, the Parties will seek the
19 assistance of the Mediator and thereafter, only if necessary, may seek the assistance of the Court
20 to resolve such disagreement.

21 90. Signatories. It is agreed that because the members of the Class are so numerous, it
22 is impossible or impractical to have each member of the Class execute this Settlement Agreement.
23 The Notice of Class Action Settlement, attached hereto as Exhibit A, will advise all Class
24 Members of the binding nature of the release, and the release shall have the same force and effect
25 as if this Settlement Agreement were executed by each Participating Class Member.

26 91. Binding on Successors and Assigns. This Settlement Agreement will be binding
27 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
28 defined.

1 92. California Law Governs. All terms of this Settlement Agreement and Exhibits
2 hereto will be governed by and interpreted according to the laws of the State of California.

3 93. Execution and Counterparts. This Settlement Agreement is subject only to the
4 execution of all Parties. However, the Agreement may be executed in one or more counterparts.
5 All executed counterparts and each of them, including facsimile and scanned copies of the
6 signature page, will be deemed to be one and the same instrument.

7 94. Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The
8 Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
9 Action and have arrived at this Settlement after arm's-length negotiations and in the context of
10 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
11 further acknowledge that they are each represented by competent counsel and that they have had
12 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
13 Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and
14 the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
15 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

16 95. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
18 extent possible consistent with applicable precedents so as to define all provisions of this
19 Settlement Agreement valid and enforceable.

20 96. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this
21 Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms
22 herein. For good and valuable consideration, Plaintiffs further agree that they will not request to
23 be excluded from this Settlement Agreement. Any Exclusion Form submitted by Plaintiffs will
24 be void and of no force or effect.

25 97. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
26 dispute that has arisen between them and to avoid the burden, expense and risk of continued
27 litigation. By entering into this Agreement, Defendant does not admit, and specifically denies, it
28 has violated any federal, state, or local law; violated any regulations or guidelines promulgated

1 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
2 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
3 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,
4 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
5 as an admission or concession by Defendant of any such violations or failures to comply with any
6 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
7 Agreement and its terms and provisions shall not be offered or received as evidence in any action
8 or proceeding to establish any liability or admission on the part of Defendant or to establish the
9 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
10 local or other applicable law.

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

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

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

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

28 102. Representation By Counsel. The Parties acknowledge that they have been

1 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
2 and that this Agreement has been executed with the consent and advice of counsel and reviewed
3 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on this
4 Settlement Agreement.

5 103. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Settlement Agreement herein will be subject to final Court approval.

7 104. Notices. Unless otherwise specifically provided herein, all notices, demands or
8 other communications given hereunder shall be in writing and shall be deemed to have been duly
9 given as of the third business day after mailing by United States registered or certified mail, return
10 receipt requested, addressed as follows:

11 To Plaintiffs and the Class:

12 JAMES R. HAWKINS
13 GREG MAURO
14 **JAMES HAWKINS APLC**
15 9880 Research Drive, Suite 200
16 Irvine, California 92618

17 MARTIN E. SULLIVAN
18 JONATHAN MELMED
19 **MELMED LAW GROUP P.C.**
20 1801 Century Park East., Suite 850
21 Los Angeles, California 90067

22 To Defendant Pacific Bells, LLC:

23 EVELYN WANG
24 PAUL RODRIGUEZ
25 **DAVIS WRIGHT TREMAINE LLP**
26 865 South Figueroa Street, Suite 2400
27 Los Angeles, California 90017

28 105. 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.

106. Integration Clause. This Settlement Agreement contains the entire agreement
between the Parties relating to the settlement and transaction contemplated hereby, and all prior
or contemporaneous agreements, understandings, representations, and statements, whether oral or

1 written and whether by a party or such party's legal counsel, are merged herein. No rights
2 hereunder may be waived except in writing.

3 107. Binding Agreement. The Parties warrant that they understand and have full
4 authority to enter into this Agreement, and further intend that this Agreement will be fully
5 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure
6 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
7 that otherwise might apply under federal or state law.

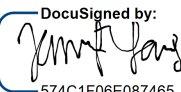
8 108. Jurisdiction of the Court and Venue. The Parties agree that this Settlement
9 Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure
10 Section 664.6. The Court shall retain jurisdiction with respect to the interpretation,
11 implementation, and enforcement of the terms of this Settlement Agreement and all orders and
12 judgments entered in connection therewith, and the Parties and their counsel submit to the
13 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement
14 embodied in this Settlement Agreement and all orders and judgments entered in connection
15 therewith. Any adjudicated dispute regarding the interpretation or validity of or otherwise arising
16 out of this Settlement Agreement, or relating to the Actions or the Released Claims, shall be
17 subject to the exclusive jurisdiction of the California state courts in and for the County of
18 Stanislaus, and Plaintiffs, Class Members, and Defendant agree to submit to the personal and
19 exclusive jurisdiction and venue of these courts.

20 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
21 Settlement Agreement and Release Between Plaintiffs and Defendant as of the date(s) set forth
22 below:

23 **NAMED PLAINTIFFS AND CLASS COUNSEL**

24 **READ CAREFULLY BEFORE SIGNING**

25 DATED: 3/12/2021

DocuSigned by:


574C1E06E087465

26 JENNIFER YANG
27 Named Plaintiff
28

DATED: 3/11/2021

DocuSigned by:

F9D1E97A2D7F479...
SHARRY BOLLINGER-FELT
 Named Plaintiff

DEFENDANT PACIFIC BELLS, LLC

DATED: _____

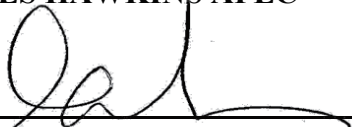
By: _____

Its: _____

APPROVED AS TO FORM

JAMES HAWKINS APLC

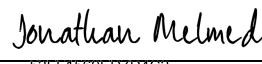
DATED: 3/11/21

By:  _____

JAMES HAWKINS
GREG MAURO
 Attorney for Plaintiff Sharry Bollinger-Felt and the Class

MELMED LAW GROUP P.C.

DATED: 3/12/2021

By:  _____

S2FF1569ED7D4C2...
JONATHAN MELMED
MARTIN SULLIVAN
 Attorney for Plaintiff Jennifer Yang and the Class

DAVIS WRIGHT TREMAINE LLP

DATED: _____

By: _____

EVELYN WANG
PAUL RODRIGUEZ

 Attorneys for Defendant
PACIFIC BELLS, LLC

1
2 DATED: _____

3 _____
4 SHARRY BOLLINGER-FELT
Named Plaintiff

5 DEFENDANT PACIFIC BELLS, LLC

6
7 DATED: _____

By: _____

8 Its: _____
9

10
11 **APPROVED AS TO FORM**

12
13 **JAMES HAWKINS APLC**

14 DATED: _____

By: _____

15 JAMES HAWKINS
16 GREG MAURO
Attorney for Plaintiff Sharry Bollinger-Felt and the
17 Class

18 **MELMED LAW GROUP P.C.**

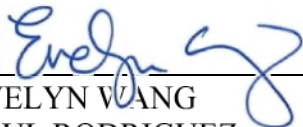
19 DATED: _____

By: _____

20 JONATHAN MELMED
21 MARTIN SULLIVAN
Attorney for Plaintiff Jennifer Yang and the Class

22
23 **DAVIS WRIGHT TREMAINE LLP**

24 DATED: 3-12-2021

By:  _____

25 EVELYN WANG
26 PAUL RODRIGUEZ

27 Attorneys for Defendant
28 PACIFIC BELLS, LLC

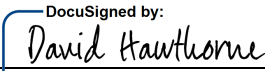
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DATED: _____

SHARRY BOLLINGER-FELT
Named Plaintiff

DEFENDANT PACIFIC BELLS, LLC

DATED: 3/12/2021

By: 
DAVID HAWTHORNE,
Its: Chief People Officer

APPROVED AS TO FORM

JAMES HAWKINS APLC

DATED: _____

By: _____
JAMES HAWKINS
GREG MAURO
Attorney for Plaintiff Sharry Bollinger-Felt and the
Class

MELMED LAW GROUP P.C.

DATED: _____

By: _____
JONATHAN MELMED
MARTIN SULLIVAN
Attorney for Plaintiff Jennifer Yang and the Class

DAVIS WRIGHT TREMAINE LLP

DATED: _____

By: _____
EVELYN WANG
PAUL RODRIGUEZ

Attorneys for Defendant
PACIFIC BELLS, LLC