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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JAYONNA HARDY, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

MAXIM COMMERCIAL CAPITAL, LLC; and
Does 1-100, inclusive,

Defendants.

Case No.: 20STCV00309

[Assigned for all purposes to Hon. Daniel J.
Buckley, Dept. 1]

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE BETWEEN
PLAINTIFF ON BEHALF OF HERSELF
AND ALL OTHERS SIMILARLY SITUATED
AND DEFENDANT**

Complaint filed: January 6, 2020

1 IT IS HEREBY STIPULATED, by and between plaintiff Jayonna Hardy (“Plaintiff”), individually
2 and on behalf of all others similarly situated, on the one hand, and defendant Maxim Commercial Capital,
3 LLC (“Defendant”) on the other hand, and subject to the approval of the Court, that the Action is hereby
4 compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class Action
5 Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the continuing
6 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth
7 herein which by this reference become an integral part of this Stipulation.

8 **DEFINITIONS**

9 1. “Action” means the putative class action entitled *Jayonna Hardy v. Maxim Commercial*
10 *Capital, LLC*, Los Angeles Superior Court Case No. 20STCV00309.

11 2. “Class Counsel” means the attorneys for the Class and the Class Members, who are:
12 Kashif Haque
13 Jessica L. Campbell
14 Joseph M. Szilagyi
15 AEGIS LAW FIRM, PC
16 9811 Irvine Center Drive, Suite 100
17 Irvine, California 92618
18 Telephone: (949) 379-6250
19 Facsimile: (949) 379-6251

20 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation
21 and resolution of this Action (not to exceed one-third (1/3) of the Maximum Settlement Amount), and up
22 to \$15,000 to reimburse Class Counsel for expenses and costs reasonably incurred in connection with this
23 Action.

24 4. “Class Information” means information regarding Class Members that Defendant shall in
25 good faith compile from its records and shall be authorized by the Court to transmit in a secure manner to
26 the Settlement Administrator. Class Information shall be transmitted in electronic form and shall include
27 each Class Member’s full name; last known mailing address; Social Security number or, as applicable,
28 other taxpayer identification number; hire date and termination date if applicable.

5. “Class Members” means all persons employed by Defendant holding the following
positions at any time during the Class Period: (1) Collection Specialist; (2) Customer Service; (3)
Transaction Coordinator; (4) Documentation & Funding Coordinator; (5) Documentation & Funding

Specialist; (6) Staff Accountant; (7) Credit Manager; (8) Office Coordinator; (9) Senior Collection Specialist; (10) Title & Insurance; (11) Title & Insurance Specialist; (12) Senior Credit Analyst; (13) Asset Manager; (14) Customer Service Representative; (15) Asset Management Admin; (16) Financial Analyst; and (17) Senior Staff Accountant.

6. “Class Notice” means the Notice of Class Action Settlement, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation and the Settlement. The Class Notice will be mailed to Class Members by the Administrator and will not be published online. The Class Notice will include the date of the Final Approval Hearing, and Class members will be mailed notice explaining how it may review the date of any continued Final Approval Hearing.

7. “Class Period” means the period from January 6, 2016 through to October 1, 2020.

8. “Class Representative Service Award” means a monetary amount of up to Seven Thousand and Five-Hundred Dollars and Zero Cents (\$7,500.00) that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s efforts and risks in prosecuting the Action.

9. “Defendant” means defendant Maxim Commercial Capital, LLC.

10. “Defense Counsel” means Jaclyn P. Floryan and Ariel N. Brotman of Jackson Lewis, P.C.

11. “Date of Finality” means the later of the following: (1) sixty-five (65) days following the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final. For purposes of determining the final Effective Date, the Settling Parties agree that only California Courts have jurisdiction over any such appeals, except for any appellate procedure over which the United States Supreme Court may exercise jurisdiction.

12. “Final Order and Judgment” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

1 13. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
2 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards that
3 constitutes wages, which will be paid by Defendant separate and apart from the Maximum Settlement
4 Amount.

5 14. “Final Approval Hearing” means the hearing to be conducted by the Court after the filing
6 by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class
7 Members an opportunity to request exclusion from the class and Settlement and to object to the Settlement,
8 at which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Order
9 and Judgment, and take other appropriate action.

10 15. “Final Order and Judgment” means the order and judgment to be entered by the Court upon
11 granting final approval of the Settlement and this Stipulation as binding upon the Parties and Participating
12 Class Members.

13 16. “Individual Settlement Awards” means the amount payable from the Net Settlement
14 Amount to each Participating Class Member.

15 17. “Maximum Settlement Amount” means the maximum amount Defendant shall have to pay
16 in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual
17 Settlement Awards to Participating Class Members, the Class Counsel Award, the Class Representative
18 Service Award, the Labor and Workforce Development Agency (“LWDA”) Private Attorneys General
19 Act (“PAGA”) Payment, and the Settlement Administration Costs. Subject to Court approval and the
20 terms of this Stipulation, the Maximum Settlement Amount Defendant shall be required to pay is Three
21 Hundred and Fifteen Thousand Dollars and Zero Cents (\$315,000.00).

22 18. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class Counsel
23 Award, the Class Representative Service Award, the LWDA Payment, and Settlement Administration
24 Costs, to be paid to Participating Class Members.

25 19. “Notice of Objection” means a Class Member’s valid and timely submission of a written
26 objection to the Settlement. For a written objection to be valid, it must include: (a) the objector’s full
27 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
28 accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other

documents upon which the objection is based. The details of any objection can also be provided orally in court at the Final Approval hearing. The Notice Packet will include instructions on how to appear at the Final Approval hearing orally or virtually, if so required. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

20. "Notice Packet" means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Notice of Class Action Settlement..

21. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Award.

22. "Parties" means Plaintiff and Defendant.

23. "Plaintiff" means plaintiff Jayonna Hardy.

24. "Preliminary Approval Order" means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation.

25. "Released Claims" includes any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, whether statutory, common law or administrative law, arising out of allegations set forth in the operative First Amended Complaint, including but not limited to: (1) Failure to Pay Minimum Wage (Labor Code sections 558, 1194 et seq., 1197, 1197.1, 1198, IWC Wage Order); (2) Failure to Pay Overtime Wages (Labor Code sections 510, 558, 1194 et seq., , 1197.1 and 1198); (3) Failure to Provide Meal Periods (Labor Code sections 226.7 and 512(a)); (4) Failure to Permit Rest Breaks (Labor Code section 226.7); (5) Failure to Pay Wages Upon Separation of Employment and Within the Required Time (Labor Code sections 201-203 and 210); (6) Failure to Furnish Accurate Wage Statements (Labor Code section 226); (7) Unfair Business Practices (Business and Professions Code section 17200, et seq.); and (8) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698) for the foregoing violations; including but not limited

to, compensatory damages; applicable penalties; injunctive relief; interest; fees; and costs during the Released Claims Period.

26. “Released Claims Period” means the period from January 6, 2016 through October 1, 2020.

27. “Released Parties” means Defendant and its present or former parents, subsidiaries and affiliates, divisions, corporations in common control, successors and officers, directors, employees, partners, shareholders, insurers, attorneys, agents, and any other successors, assigns, or legal representatives.

28. “Request for Exclusion” means the written correspondence submitted by a Class Member to the Administrator indicating a request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address and telephone number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the settlement will be deemed a Class Member and will be bound by all terms of the settlement, if the settlement is granted final approval by the Court. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties a complete list of all Class Members who submitted a timely and valid Request for Exclusion. Defendant, at its sole discretion, then shall have the right, but not the obligation, to revoke the Settlement if six (6) or more Class Members exclude themselves. Plaintiff retains the right, in the exercise of its sole discretion, to nullify the settlement if the class size exceeds thirty-eight (38) employees. Defendant and Plaintiff shall exercise these rights, if at all, within fourteen (14) business days of receipt of the list of valid exclusions from the Administrator by providing written notice to Class Counsel or Defense Counsel, respectively.

29. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator valid Request for Exclusion or written objection. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday, in which case the Response

Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing; and may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion or written objection to the settlement.

30. "Settlement" or "Settlement Agreement" means the final and complete disposition of the Action pursuant to this Stipulation, including the attached Exhibit(s).

31. "PAGA Payment" means the portion of the Maximum Settlement Amount allocated to the resolution of Class Members' claims arising under PAGA. The Parties have allocated Ten Thousand Dollars (\$10,000) from the Maximum Settlement Amount allocated to the settlement of PAGA claims, subject to Court approval. Of the PAGA Payment, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to Class Members.

32. "LWDA Payment" means 75% of the \$10,000 (or \$7,500.00) from the Maximum Settlement Amount allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA.

33. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (iv) processing and validating Requests for Exclusion; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

34. "Settlement Administrator" means Simpluris or any other experienced third-party class action settlement administrator approved of by the Parties and approved of by the Court for the purposes of administering this Settlement. The Parties each represent they do not have any financial interest in the

Claims Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict of interest.

35. “Qualifying Workweeks” means the number of weeks worked by each Class Member as an exempt employee during the Class Period and excludes any weeks during which a Class Member was on a leave of absence or otherwise absent from work. The Administrator will calculate the number of Qualifying Workweeks by calculating the number of days each Class Member was employed during the Class Period and dividing by seven (7) and then rounding down to the nearest whole number. All Class Members will be entitled to payment for at least one Qualifying Workweek.

36. “Workweek Value” means the settlement value of each Qualifying Workweek, as determined by the formula set forth herein.

RECITALS

37. Procedural History. On January 6, 2020, plaintiff Jayonna Hardy filed a putative class action complaint concerning alleged violations of California wage and hour law occurring at Maxim Commercial Capital, LLC in the Superior Court of the State of California, County of Los Angeles, on behalf of herself and all others similarly situated, entitled *Jayonna Hardy v. Maxim Commercial Capital, LLC*, Los Angeles Superior Court Case No. 20STCV00309.

38. On or about April 7, 2020, Plaintiff filed a First Amended Complaint.

39. On July 20, 2020, the Parties participated in a mediation before Gig Kyriacou, at which time the Parties reached agreement on the material terms of a proposed class action settlement that would fully resolve the Action, which they memorialized in a signed Memorandum of Understanding, made subject to the Parties entering into a more comprehensive written settlement agreement.

40. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff

1 and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that
2 confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel
3 have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in
4 the best interests of all Class Members.

5 41. Defendant's Reasons for Settlement. Defendant has concluded that further defense of the
6 Action would be protracted and expensive. Substantial amounts of Defendant's time, energy, and
7 resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense
8 of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in
9 reaching its decision to enter into this Settlement. Even though Defendant contends it is not liable for any
10 of the claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner
11 and upon the terms set forth in this Stipulation and to fully and finally put to rest the claims alleged in this
12 Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit
13 and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is
14 a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein,
15 and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against
16 Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it
17 has complied with all applicable state, federal and local laws. In the event this settlement does not obtain
18 final approval, Defendant retains all rights it has to defend itself in this matter and to take any actions in
19 defense of itself that are available to it.

20 **TERMS OF SETTLEMENT**

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

23 42. Binding Settlement. This Settlement shall bind the Parties and all Participating Class
24 Members, subject to the terms and conditions hereof and the Court's approval.

25 43. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
26 of the payments specified herein, and Class Members are not relying on any statement or representation
27 by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members and Class
28 Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties

1 assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel
2 free and harmless from and against any claims resulting from treatment of such payments as non-taxable,
3 including the treatment of such payments as not subject to withholding or deduction for payroll and
4 employment taxes.

5 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this
6 Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel or
7 Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or
8 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States
9 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has
10 relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax
11 advice) in connection with this Stipulation, (b) has not entered into this Stipulation based upon the
12 recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to
13 rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax
14 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
15 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging
17 party of the tax treatment or tax structure of any transaction, including any transaction contemplated by
18 this Stipulation.

19 45. Preliminary Approval of Settlement. The Parties agree to work diligently and cooperatively
20 to have this Settlement presented to the Court for preliminary approval. The Preliminary Approval Order
21 shall provide for, among other things, the Notice Packet to be sent to Class Members as specified herein.

22 46. Release by Plaintiff and Other Participating Class Members: Plaintiff and all other
23 Participating Class Members shall be deemed to have released their respective Released Claims against
24 the Released Parties upon the date on which the payment of the Maximum Settlement Amount is made by
25 Defendant. Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully,
26 finally and forever released, settled, compromised, relinquished, and discharged with respect to all of
27 the Released Parties for any and all Released Claims that accrued during the Released Claims Period
28 and do not arise under PAGA. The Settlement Class and each member of the Class who has not

submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Claims for any period during the Released Claims Period.

47. Release of Claims by All Class Members Under the PAGA Settlement: Upon the date on which the Maximum Settlement Amount has been fully funded, Plaintiff, all Class Members, and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Release Parties of all Released Claims that arose during the Class Period arising under PAGA.

48. Settlement Administration.

a. Within ten (10) calendar days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice Packets to Class Members. The Notice Packet will include a calculation of the Class Member's approximate share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of mailing in which to postmark requests for exclusion or written objections.

i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within ten (10) business days after receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.

ii. Undeliverable Notice Packets. Any Notice Packet returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If no forwarding address is provided, the Settlement Administrator promptly shall attempt to determine a

correct address by the use of skip-tracing, mass search on LexisNexis or comparable databases, or other type of automated search, using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned as non-deliverable, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice Packet shall have their Response Deadline extended by ten (10) days from the date the Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties. In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Award. The Settlement Administrator will hold the Class Member's Individual Settlement Award during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Award remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator shall distribute the funds from unclaimed/uncashed checks to the State Controller Unclaimed Property Fund within thirty (30) days of the date the check cashing period expires. No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Awards to all Participating Class Members.

iii. Determination of Individual Settlement Awards. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award

under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the Class Member and the Parties, yet subject to review by Class Counsel, Defense Counsel and the Court. In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

iv. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Parties concerning the administration of the Settlement shall be resolved by the Court.

b. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement.

c. Certification Reports Regarding Individual Settlement Award Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Participating Class Members from the Settlement Class who have submitted a dispute of Qualifying Workweeks; (b) the number of Class Members who have submitted valid Requests for Exclusion or objections; and (d) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

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

49. Funding and Allocation of Maximum Settlement Amount. The Maximum Settlement Amount shall be paid by Defendant in one lump sum payment. Within ten (10) calendar days after the Date of Finality, Defendant shall transfer the Maximum Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administer to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Awards to Participating Class Members, Class Counsel's attorneys' fees and costs, the Class Representative Service Award, the LWDA Payment, and the Settlement Administration Costs, by way of a wire transfer, in the amount Three Hundred and Fifteen Thousand Dollars and Zero Cents (\$315,000.00). If this Settlement is

not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Date of Finality does not occur, then no portion of the Maximum Settlement Amount shall be paid, except that any party that chooses to void the settlement will pay for the Administration costs incurred thus far.

a. Individual Settlement Awards. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual Settlement Awards shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to the formula set forth herein after receipt of the Maximum Settlement Amount from Defendant, in accordance with the terms set forth herein. Individual Settlement Award payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's last known mailing address within fourteen (14) calendar days after Defendant provides the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

i. Each Participating Class Member's Individual Settlement Award shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the hire date and termination date (if applicable) for each Participating Class Member, and the dates of any leaves of absences or entire workweek absences. The Settlement Administrator shall then calculate the Qualifying Workweeks for each Participating Class Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total number of Qualifying Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Period ("Workweek Value"). The Settlement Administrator shall then multiply the number of Qualifying Workweeks for each Participating Class Member by the Workweek Value. All Class Members will be entitled to payment for at least one workweek. Class Members must postmark any dispute over their Qualifying Workweeks within thirty (30) days after the Notice Packet is mailed.

1 ii. Individual Settlement Award payments shall be made by check and shall be
2 made payable to each Participating Class Member as set forth in this Stipulation. Settlement checks which
3 are not negotiated within one hundred eighty (180) calendar days after the date they are mailed (the “check
4 cashing period”) shall become void, and the uncashed funds shall be paid to the State Controller
5 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within 30
6 days of the date the check cashing period expires. In such event, those Qualified Claimants will be deemed
7 to have waived irrevocably any right in or claim to a settlement payment.

8 iii. If a check is returned to the Settlement Administrator as undeliverable, the
9 Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip
10 trace or a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
11 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
12 Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement
13 Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed
14 Property Fund in the name of the Class Member for whom the funds are designated within 30 days of the
15 date the check cashing period expires.

16 iv. In order to cash their Individual Settlement Award checks, Class Members
17 shall be required to affirmatively opt-in for purposes of the Fair Labor Standards Act (“FLSA”) and waive
18 all Released Claims falling under the FLSA by endorsing their Individual Settlement Award checks, which
19 shall contain thereon the following or substantially similar language: “By endorsing and cashing this
20 check, I agree to the waiver of the wage and hour claims set forth in the class notice in *Jayonna Hardy v.*
21 *Maxim Commercial Capital, LLC*, including all claims under the FLSA and hereby affirmatively opt in to
22 the FLSA claim and FLSA waiver for purposes of 29 USC section 216(b).”

23 v. Individual Settlement Awards shall be allocated as follows: twenty percent
24 (20%) as wages subject to all applicable tax withholdings and eighty percent (80%) as non-wage penalties
25 and interest not subject to payroll tax withholdings. The amounts paid as wages shall be subject to all tax
26 withholdings customarily made from an employee’s wages and all other authorized and required
27 withholdings and shall be reported by W-2 forms. The Employer’s Share of Payroll Taxes will be paid
28 separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest

1 shall be subject to all authorized and required withholdings other than the tax withholdings customarily
2 made from employees' wages and shall be reported by IRS 1099 forms, if applicable. The Settlement
3 Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall remit and
4 report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely
5 manner. Defendant will be responsible for paying its share of the Payroll Taxes and this amount will not
6 be deducted from the Maximum or Net Settlement Amount.

7 vi. Uncashed settlement checks will be reissued and will be maintained in the
8 name of the employee and directed to the California State Controller's Office Unclaimed Property Fund,
9 in said employee's name.

10 vii. In such event, the Participating Class Member shall nevertheless remain
11 bound by the Settlement.

12 viii. All monies received by Participating Class Members under the Settlement
13 which are attributable to wages shall constitute income to such Participating Class Members solely in the
14 year in which such monies actually are received by the Participating Class Members. It is expressly
15 understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Participating
16 Class Member to additional compensation or benefits under any collective bargaining agreement or under
17 any bonus, contest or other compensation or benefit plan or agreement in place during the period covered
18 by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
19 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement
20 Awards provided for in this Stipulation are the sole payments to be made by Defendant to Participating
21 Class Members in connection with this Settlement, with the exception of Plaintiff, and that the
22 Participating Class Members are not entitled to any new or additional compensation or benefits as a result
23 of having received the Individual Settlement Awards. Furthermore, the receipt of Individual Settlement
24 Awards by Participating Class Members shall not, and does not, by itself establish any general, special,
25 or joint employment relationship between and among the Participating Class Member(s) and Defendant.

26 ix. The Parties to this Agreement and the counsel representing such Parties
27 shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude
28

him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

b. Class Representative Service Awards. Subject to Court approval, Plaintiff Jayonna Hardy shall be paid a Class Representative Service Award not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); or any lesser amount as awarded by the Court, for her time and effort in bringing and presenting the Action and for releasing her Released Claims. Defendant shall not oppose or object to Plaintiff's request for a Class Representative Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no later than fourteen (14) calendar days after Defendant provides the Settlement Administrator with the Maximum Settlement Amount. The Class Representative Service Award which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff agrees to execute a separate general release of all claims, including a waiver of California Civil Code section 1542, against Defendant for this payment. Because it is the intent of the Parties that the Class Representative Service Award represent payment to Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Class Representative Service Award. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award and shall hold harmless Defendant, Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual Settlement Award. Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards.

c. Class Counsel Award. Subject to Court approval, Class Counsel shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount, which amounts to One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00). In addition, subject to Court approval, Class Counsel shall be entitled to an award of

1 reasonable costs associated with Class Counsel's prosecution of the Action in an amount not to exceed
2 Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Such application for attorneys' fees and costs
3 shall be heard by the Court at the Final Fairness and Approval Hearing. Any attorneys' fees and costs
4 awarded to Class Counsel shall not constitute payment to any Class Member(s). The attorneys' fees and
5 costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses
6 related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality.

7 Class Counsel shall provide the Settlement Administrator with a properly completed and
8 signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
9 approved by the Court. Defendant shall not oppose or object to Plaintiff's request for an award of
10 attorneys' fees in an amount not to exceed One Hundred and Five Thousand Dollars and Zero Cents
11 (\$105,000.00) and request for an award of reasonable costs not to exceed Fifteen Thousand Dollars and
12 Zero Cents (\$15,000.00). In the event the Court awards Class Counsel less than \$105,000.00 in attorneys'
13 fees and/or less than \$15,000.00 in costs, the difference shall become part of the Net Settlement Amount
14 and shall be distributed to Participating Class Members as part of their Individual Settlement Awards.
15 Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than fourteen (14)
16 calendar days after Defendant provides the Settlement Administrator with payment of the Maximum
17 Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on
18 the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
19 for the Class Counsel Award.

20 d. Labor and Workforce Development Agency Payment. Subject to Court approval,
21 the Parties agree that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the
22 Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA
23 claims. Pursuant to PAGA, seventy-five percent (75%) or Seven Thousand Five Hundred Dollars and
24 Zero Cents (\$7,500) of this sum will be paid to the LWDA and twenty-five percent (25%), or Two
25 Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be distributed to Participating Class
26 Members.

27 e. Settlement Administration Costs. The Settlement Administration fees and
28 expenses, which are estimated not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00), shall

1 be paid from the Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the
2 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
3 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement Administration
4 process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

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

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

13 50. Payroll Taxes. Defendant shall solely be responsible for the employer portion of the
14 payroll taxes. Upon the transfer of the Maximum Settlement Amount and with the exception of
15 paragraph 49(a)(v) above, Defendant shall have no further payment or defense obligation whatsoever
16 with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere
17 in the world in connection with the Class Members.

18 51. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
19 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for it to
20 determine whether to grant final approval of the Settlement, including determining the amounts properly
21 payable for: (i) Individual Settlement Awards; (ii) the Class Counsel Award; (iii) the Class Representative
22 Service Award; (iv) the PAGA Payment; and (v) Settlement Administration Costs. Prior to the Final
23 Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties
24 describing the process and results of the administration of the Settlement to date, which report or
25 declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court
26 grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment
27 on its website within seven (7) calendar days of entry of the Final Order and Judgment.

1 52. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
2 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
3 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution
4 of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a
5 fairness hearing on the question of whether the proposed settlement, including payment of attorneys'
6 fees and costs, PAGA Payment, the Class Representative Service Award, and Settlement Administration
7 Costs, should be finally approved as fair, reasonable and adequate as to the members of the Settlement
8 Class, and:

- 9 a. Preliminarily approving the Settlement subject only to the objections of Class
10 Members and final review by the Court; and
11 b. Preliminarily Certifying the Settlement Class;
12 c. Preliminarily approving Plaintiff's Counsel to serve as Class Counsel;
13 d. Approving, as to form and content, the proposed Notice of Class Action;
14 e. Approving as to form and content the proposed Notice Packet;
15 f. Approving the manner and method for Class Members to request exclusion from
16 the Settlement as contained herein and within the Notice of Class Action;
17 g. Directing the mailing of the Notice of Class Action, by first class mail to the
18 Class Members; and
19 h. Enjoining Named Plaintiff and all Class Members from filing or prosecuting any
20 claims, suits or administrative proceedings (including filing claims with the
21 California Division of Labor Standards Enforcement and the LWDA) regarding
22 the Released Claims unless and until such Class Members have filed valid
23 Requests for Exclusion with the Settlement Administrator.

24 53. Duties of the Parties Following Final Court Approval. Following final approval by the
25 Court of the Settlement provided for in this Settlement Agreement, Counsel for the Class will submit a
26 proposed final order of approval and judgment.

- 27 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
28 adequate, and directing consummation of its terms and provisions;

- b. Approving Plaintiff's Counsel as Class Counsel;
- c. Approving Class Counsel's application for an award of attorneys' fees and costs;
- d. Approving the Class Representative Service Award;
- e. Approving the PAGA Payment;
- f. Approving the Settlement Administration Costs;
- g. Setting a date when the Parties shall report to the court the total amount that was actually paid to the Class Members; and
- h. Entering judgment in this Action barring and enjoining all Participating Class Members from prosecuting against any of the Released Parties, any Released Claims arising during the Released Claims Period, upon satisfaction of all payments and obligations hereunder.

54. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; or, (iii) the Court does not enter the Final Order and Judgment, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendant or any of the other Released Parties. If Defendant elects to revoke the Settlement or if Plaintiff elects to nullify the Settlement, as specified in paragraph 28, the Parties and any monies required to be paid under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by the party who elects to revoke or nullify the Settlement. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement agreement are upheld.

1 55. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
2 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

3 56. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
4 certification for purposes of this Settlement only; and either party may appeal any court order that
5 materially alters the Settlement Agreement's terms.

6 57. No Admission by Defendant. Defendant denies all claims alleged in this Action and denies
7 all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and conditions,
8 nor any of the negotiations connected with it, is a concession or admission, and none shall be used against
9 Defendant as an admission or indication with respect to any claim of any fault, concession, or omission
10 by Defendant or that class certification is proper under the standard applied to contested certification
11 motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes
12 only. The Parties further agree that this Stipulation will not be admissible in this or any other proceeding
13 as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any
14 Class Member, other than according to the terms of this Stipulation. Plaintiff and Class Counsel agree
15 that if Defendant makes any changes to its policies or classification of employees prior to Final Approval
16 of a Settlement in this matter that Plaintiff and Class Counsel will in no way use this against Defendant.

17 58. Publicity. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way
18 prior to preliminary approval. Class Counsel will take all steps necessary to ensure the Class
19 Representative is aware of, and will encourage him to adhere to, the restriction against any public
20 disclosure of the Settlement until after the Motion for Preliminary Approval is filed. After preliminary
21 approval, neither Plaintiff nor Class Counsel will issue any press release or initiate any communication
22 with the media and, if contacted by media will only discuss information publicly available related in any
23 way to the Settlement. Class Counsel will not include or use the settlement for any marketing or
24 promotional purposes prior to Final Approval of the Settlement. Class counsel will not be deemed in
25 breach of this section unless notice is provided by Defendant and Class Counsel is given ten (10) days to
26 cure.

1 59. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
2 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
3 a further waiver by such party of the same or any other condition, covenant, right or remedy.

4 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
5 or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court
6 for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the
7 Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
8 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
9 Judgment matters as may be appropriate under court rules or as set forth in this Agreement

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

14 62. Amendment or Modification. This Stipulation may be amended or modified only by a
15 written instrument signed by counsel for all Parties (or their successors-in-interest) or by a court order that
16 does not amend or modify any of the material provisions of this Agreement.

17 63. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
18 agreement between the Parties, and no oral or written representations, warranties, or inducements have
19 been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
20 representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibits.
21 No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

22 64. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel
23 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant
25 to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the
26 terms of this Stipulation. The Parties, Class Counsel and Defense Counsel shall cooperate with each other
27 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable
28 to reach agreement on the form or content of any document needed to implement the Settlement, or on

any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Stipulation on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Stipulation and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

65. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

66. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

67. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

68. Counterparts and Fax/PDF Signatures. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

69. This Settlement is Fair, Adequate and Reasonable. Plaintiff represents that this Settlement is a fair, adequate, and reasonable settlement of the Action and she has arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

70. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,

and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

71. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable. In the event the Court declares any material provision of this Stipulation invalid, the Stipulation will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

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

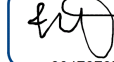
73. Meet and Confer on Disputes. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/02, 2020

DocuSigned by:



8047878BB91642A...

Plaintiff Jayonna Hardy

Dated: _____, 2020

Defendant Maxim Commercial Capital, LLC

By: _____

Its: _____

1 and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
2 connection therewith.

3 71. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
4 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
5 fullest extent possible consistent with applicable precedents so as to define all provisions of this
6 Stipulation as valid and enforceable. In the event the Court declares any material provision of this
7 Stipulation invalid, the Stipulation will be void and its terms will be of no force and effect, except as
8 otherwise agreed to by the Parties in writing.

9 72. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class
10 Members are so numerous, it is impossible or impractical to have each Class Member execute the
11 Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and
12 the release of Released Claims and shall have the same force and effect as if this Stipulation were executed
13 by each Participating Class Member.

14 73. Meet and Confer on Disputes. Should any dispute arise among the Parties or their
15 respective counsel regarding the implementation or interpretation of this Agreement, a representative of
16 Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such
17 disputes prior to submitting such disputes to the Court.

18
19 **EXECUTION BY PARTIES AND COUNSEL**

20 The Parties and their counsel hereby execute this Agreement.

21
22 Dated: _____, 2020

Plaintiff Jayonna Hardy

23
24
25 Dated: October 7, 2020

Defendant Maxim Commercial Capital, LLC

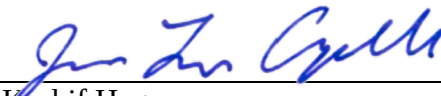
26
27 By:  _____

28 Its: Executive Vice President

1 **Approved as to form and content:**

2
3 Dated: October 1, 2020

AEGIS LAW FIRM, PC

4
5
6 By: 

Kashif Haque
Jessica L. Campbell
Joseph Szilagyi

7
8 Attorneys for Plaintiff Jayonna Hardy

9
10 Dated: _____, 2020

JACKSON LEWIS P.C.

11
12 By: _____

Jaclyn P. Floryan
Ariel N. Brotman

13
14 Attorneys for Defendant
15 Maxim Commercial Capital, LLC
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1 **Approved as to form and content:**

2
3 Dated: _____, 2020

AEGIS LAW FIRM, PC

4
5
6 By: _____

Kashif Haque
Jessica L. Campbell
Joseph Szilagyi

7
8 Attorneys for Plaintiff Jayonna Hardy

9
10 Dated: October 8, 2020

JACKSON LEWIS P.C.

11
12 By: *Jaclyn Floryan*

Jaclyn P. Floryan
Ariel N. Brotman

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14 Attorneys for Defendant
15 Maxim Commercial Capital, LLC
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4811-4907-3348, v. 1

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

In The Matter of
Jayonna Hardy v. Maxim Commercial Capital, LLC
Superior Court of California for the County of Los Angeles, Case No. 20STCV00309

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the Superior Court of California, County of Los Angeles on behalf of a class consisting of: All persons employed by Maxim Commercial Capital, LLC holding the following positions: (1) Collection Specialist; (2) Customer Service; (3) Transaction Coordinator; (4) Documentation & Funding Coordinator; (5) Documentation & Funding Specialist; (6) Staff Accountant; (7) Credit Manager; (8) Office Coordinator; (9) Senior Collection Specialist; (10) Title & Insurance; (11) Title & Insurance Specialist; (12) Senior Credit Analyst; (13) Asset Manager; (14) Customer Service Representative; (15) Asset Management Admin; (16) Financial Analyst; and (17) Senior Staff Accountant at any time from January 6, 2016 to October 1, 2020 (the Class Period).

You have received this notice because Maxim's records indicate that you were employed by Maxim in a covered position within the Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the Settlement.

Your unique settlement share is currently estimated to be \$<<**EST SHARE**>> based on the following amount of Work Weeks: <<**EST WORK WEEKS**>>.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Superior Court of California for the County of Los Angeles, that you may be a member of the Settlement Class for the lawsuit, **AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.**

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a potential Class Member, and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On January 6, 2020, Plaintiff Jayonna Hardy, on behalf of herself and on behalf of all others similarly situated, filed a class action Complaint, and subsequently a First Amended Complaint, entitled "Jayonna Hardy v. Maxim Commercial Capital, LLC" in Los Angeles County Superior Court, Case No. 20STCV00309 (the "Lawsuit"). This Lawsuit alleges claims for:

(1) Failure to Pay Minimum Wage (Labor Code sections 558, 1194 et seq., 1197, 1197.1, 1198, IWC Wage Order); (2) Failure to Pay Overtime Wages (Labor Code sections 510, 558, 1194 et seq., , 1197.1 and 1198); (3) Failure to Provide Meal Periods (Labor Code sections 226.7 and 512(a)); (4) Failure to Permit Rest Breaks (Labor Code section 226.7); (5) Failure to Pay Wages Upon Separation of Employment and Within the Required Time (Labor Code sections 201-203 and 210); (6) Failure to Furnish Accurate Wage Statements (Labor Code section 226); (7) Unfair Business Practices (Business and Professions Code section 17200, et seq.); and (8) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698).

The parties participated in a full day of mediation and entered into a Stipulation of Class Action Settlement And Release Between Plaintiff On Behalf Of Herself And All Others Similarly Situated And Defendant (“Settlement”), which has been given preliminary approval by the Court. The class consists of all persons employed by Maxim Commercial Capital, LLC holding the following positions: (1) Collection Specialist; (2) Customer Service; (3) Transaction Coordinator; (4) Documentation & Funding Coordinator; (5) Documentation & Funding Specialist; (6) Staff Accountant; (7) Credit Manager; (8) Office Coordinator; (9) Senior Collection Specialist; (10) Title & Insurance; (11) Title & Insurance Specialist; (12) Senior Credit Analyst; (13) Asset Manager; (14) Customer Service Representative; (15) Asset Management Admin; (16) Financial Analyst; and (17) Senior Staff Accountant at any time during the Class Period. The Class Period means the period from January 6, 2016 to October 1, 2020.

Maxim denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Maxim contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class. Los Angeles County Superior Court Judge Daniel J. Buckley has determined on a preliminary basis that the Settlement is fair, reasonable, and adequate and in the best interests of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Maxim. The Court has not ruled on the merits of Plaintiff’s claims or Maxim’s defenses.

Defendant will not fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are on file with the Office of the Clerk of the Superior Court of California, Los Angeles County Superior Court, 312 North Spring Street Los Angeles, CA 90012. The pleadings and other records in this litigation, may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Maxim’s records identify you as a member of the Settlement Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff is Jayonna Hardy (“Class Representatives”), who used to work for Maxim. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated employees of Maxim.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Kashif Haque (SBN 218672)
Jessica L. Campbell (SBN 280626)
Joseph M. Szilagyi (SBN 317450)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Tel: (949) 379-6250
E-mail: jszilagyi@aegislawfirm.com

Attorneys for Maxim Commercial Capital, LLC

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Ariel N. Brotman (SBN 324286)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Tel: (213) 689-0404
E-mail: Jaclyn.Floryan@jacksonlewis.com
E-mail: Ariel.Brotman@jacksonlewis.com

VII. HOW MUCH ARE THE PLAINTIFF'S ATTORNEYS BEING PAID?

The attorneys for the Class will seek attorneys' fees in the amount of \$105,000, Plaintiff's reasonable and actual costs incurred in this Lawsuit, not to exceed \$15,000, and the cost of administering the Settlement, estimated not to exceed \$3,000.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The Parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Maxim has agreed to pay \$315,000 (the "Maximum Settlement Amount" or "MSA") to resolve the Lawsuit, which amount will be fully funded by Maxim and includes: (i) Net Settlement Amount (or payments to the Participating Class Members); (ii) reasonable settlement administrative costs not to exceed \$3,000; (iii) payment of attorneys' fees not to exceed \$105,000 and reasonable litigation costs not to exceed \$15,000 to be approved by the Court; (iv) payment of \$7,500 (75% of the \$10,000 total amount allocated to PAGA penalties) to the California Labor & Workforce Development Agency and payment of \$2,500 (25% of the \$10,000 total amount allocated to PAGA penalties) to Participating Class Members; and (v) enhancements to the Plaintiff Class Representative in an amount not to exceed \$7,500, to be approved by the Court.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement And Release Between Plaintiff On Behalf Of Herself And All Others Similarly Situated And Defendant, a copy of which is filed with the Clerk of the Court.

Individual Settlement Payments To All Participating Class Members. Each member of the Settlement Class who does not opt out of the Settlement as described in Section IX, below, will receive an Individual Settlement Award. **The estimated amount of your Individual Settlement Award is indicated at the top of this Notice. This is just an estimate of the minimum payment you could be eligible to receive under the Settlement.** Your payment could vary depending on the number of Class Members who choose to opt out, as well as whether any Class Member disputes their number of credited workweeks.

The calculation of Individual Settlement Awards is based on data provided by Maxim. Maxim's records will be determinative with respect to the Workweeks Participating Class Members worked. To dispute your number of credited workweeks, the Class Member may produce evidence to the Settlement Administrator indicating the number of weeks the Class Member contends to have worked during the applicable Class Period. The deadline to do so is no more than thirty (30) days after the date when this Notice was mailed to you.

Maxim will make payments to Participating Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the amount of Workweeks worked by each Class Member during the Class Period. Participating Class Members will receive two separate checks which will comprise their Individual Settlement Award. Two checks will be subject to an IRS Form 1099 from the Settlement Administrator, which will comprise of 80% of the respective payment amount. The remaining check will be subject to applicable withholding under the law and an IRS Form W2 from the Settlement Administrator, which will comprise of 20% of the respective payment amount. Maxim will be responsible for paying its share of the payroll taxes and this amount will not be deducted from the MSA. Participating Class Members will have 180 days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the California State Controller's Office – Unclaimed Property Division. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. Any amount paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

After the deduction of the Court-approved expenses from the Maximum Settlement Amount, the remaining sum ("Net Settlement Amount" or "NSA"), estimated to be approximately \$_____, will be available to pay each member of the Settlement Class who does not exclude themselves from the Settlement.

IX. RELEASE OF CLAIMS.

Effective upon entry of a Court order granting Final Approval of the proposed Class Settlement and Judgment, all **Class Members** who have not validly exercised their right to exclude themselves will be deemed to have waived and released claims as follows:

"Released Parties" means Maxim Commercial Capital, LLC and its present or former parents, subsidiaries and affiliates, divisions, corporations in common control, successors and officers, directors, employees, partners, shareholders, insurers, attorneys, agents, and any other successors, assigns, or legal representatives.

"Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, whether statutory, common law or administrative law, arising out of or related to allegations set forth in the operative First Amended Complaint, including but not limited to: (1) Failure to Pay Minimum Wage (Labor Code sections 558, 1194 et seq., 1197, 1197.1, 1198, IWC Wage Order); (2) Failure to Pay Overtime Wages (Labor Code sections 510, 558, 1194 et seq., 1197.1 and 1198); (3) Failure to Provide Meal Periods (Labor Code sections 226.7 and 512(a)); (4) Failure to Permit Rest Breaks (Labor Code section 226.7); (5) Failure to Pay Wages Upon Separation of Employment and Within the Required Time (Labor Code sections 201-203 and 210); (6) Failure to Furnish Accurate Wage Statements (Labor Code section 226); (7) Unfair Business Practices (Business and Professions Code section 17200, et seq.); and (8) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698), including but not limited to, compensatory damages; applicable penalties; injunctive relief; interest; fees; and costs. Released Claims include all claims and/or causes of action arising from or related to this case under any federal, state or local law or administrative order that were plead in this case based on the facts alleged in the operative class action complaint or which arise out of or directly relate to such facts, whether known or unknown. Specifically, as to the release of claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, by cashing any settlement check, Class Members thereby opt-in to the Settlement and expressly release their claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*

The foregoing releases do not apply to any claims for workers' compensation, unemployment insurance, employment discrimination or to any other claims Class Members may have against Maxim which are unrelated to the Lawsuit and the Released Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Daniel J. Buckley on <<DATE>> at <<TIME>>, to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 1 of the Los Angeles County Superior Court located at 312 North Spring Street Los Angeles, CA 90012. **You are not required to attend the hearing in order to participate in the Settlement.**

If the final hearing is continued to a later date, then the new hearing date may be found by reviewing the case docket. This can be done by going to the Los Angeles Superior Court's website here: <http://www.lacourt.org/> and searching for "Case Summary." Here, select the link for "Case Access," type the Case Number 20STCV00309, and click the "Future Hearings" tab.

If the Court finally approves the Settlement as fair, reasonable and adequate, this Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do nothing, Release Your Claims As Stated Above And Receive An Individual Settlement Award.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any member who does not request exclusion may, if the member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself From The Settlement.

If you do not wish to participate in or be bound by the Settlement, you must submit a written statement requesting to be excluded from the Class no more than forty-five (45) days after the date when this Notice was mailed to you ("Request for Exclusion"). Such a written Request for Exclusion must contain your name, address, telephone number, and Social Security number and the location and dates of your employment by Maxim, and must be sent by mail to the Settlement Administrator, _____, at the address listed at the bottom of this Notice. **Your written request for exclusion must be postmarked to the Settlement Administrator, _____, NO LATER THAN _____, at the address below, or else you will lose your right to opt-out.**

If you request exclusion, you will not receive any money from the Settlement, nor will you be considered to have released your claims alleged in this Lawsuit except for your PAGA claim during the Class Period. Upon the date on which the Maximum Settlement Amount has been fully funded, you will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Release Parties of all Released Claims that arose during the Class Period arising under PAGA.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Class, you may object to the Settlement before final approval of the Settlement by the Court. If you choose to object to the Settlement, you may enter an appearance *in*

propria persona (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the Settlement, or any portion of it, you must submit any such written objection no more than forty-five (45) days after the date when this Notice was mailed to you. Class Members who wish to object to the Settlement must send to the Settlement Administrator a written statement objecting to the Settlement. Such objection must: (i) indicate whether the objecting Class Member intends to appear at the Final Fairness Hearing; (ii) state the basis for the objection; and (iii) include copies of all papers and briefs being submitted to the Court regarding the Final Fairness Hearing.

All of that being said, regardless of whether you submit a written objection or an entry of appearance with the Court, you may still appear at the final fairness hearing to request to have your objection heard by the Court. Appearances can be arranged by contacting the Clerk's Officer at (213) 310-7000.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address or telephone number set forth below. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

[SIMPLURIS]
Address
Phone: (***-***-*****)
Facsimile: (***-***-*****)

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
jszilagyi@aegislawfirm.com

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT CLERK FOR INFORMATION ABOUT THE SETTLEMENT.

EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) is entered into by and between Jayonna Hardy (“Plaintiff”) and Maxim Commercial Capital, LLC (“Defendant”). The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff’s employment with Defendant ended as of June 2019.

(b) On January 6, 2020, Plaintiff filed a putative class action complaint concerning alleged violations of California wage and hour law occurring at Defendant in the Superior Court of the State of California, County of Los Angeles, on behalf of herself and all others similarly situated, entitled *Jayonna Hardy v. Maxim Commercial Capital, LLC*, Los Angeles Superior Court Case No. 20STCV00309 (the “Action”). In the Action, Plaintiff asserts claims for: (1) Failure to Pay Minimum Wage (Labor Code sections 558, 1194 et seq., 1197, 1197.1, 1198, IWC Wage Order); (2) Failure to Pay Overtime Wages (Labor Code sections 510, 558, 1194 et seq., , 1197.1 and 1198); (3) Failure to Provide Meal Periods (Labor Code sections 226.7 and 512(a)); (4) Failure to Permit Rest Breaks (Labor Code section 226.7); (5) Failure to Pay Wages Upon Separation of Employment and Within the Required Time (Labor Code sections 201-203 and 210); (6) Failure to Furnish Accurate Wage Statements (Labor Code section 226); (7) Unfair Business Practices (Business and Professions Code section 17200, et seq.); and (8) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698). Plaintiff seeks compensatory damages; applicable penalties; injunctive relief; interest; fees; and costs;

(c) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined in Section 6(a) below) as of the date of execution of this Settlement Agreement.

(d) Concurrently with this Agreement, the Parties have agreed to and will seek court approval of the Stipulation of Class Action Settlement and Release Between Plaintiff on Behalf of Herself and All Others Similarly Situated and Defendant (“Class Action Settlement”).

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

**CONFIDENTIAL SETTLEMENT AGREEMENT
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3. Consideration/Indemnification for Tax Consequences.

(a) In consideration for signing the Class Action Settlement, this Settlement Agreement and complying with its terms, subject to Court approval, Plaintiff shall be paid a Class Representative Service Award not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) or any lesser amount as awarded by the Court, for her time and effort in bringing and presenting the Action and for releasing her Released Claims. The Class Representative Service Award will be made payable to "Jayonna Hardy" and said amount to be reported on IRS Form 1099;

(b) The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and penalties, and that the consideration set forth in Section 3(a) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(c) Plaintiff agrees to indemnify and hold the Released Parties harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority's determination that Defendant or any of the other Released Parties was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff pursuant to Section 3(a) of this Settlement Agreement. Plaintiff agrees that Plaintiff shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Defendant or any of the other Released Parties of the assessment of such taxes, penalties, or interest.

4. No Consideration Absent Execution of this Agreement. Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of the Class Action Settlement and this Settlement Agreement and the fulfillment of the promises contained therein.

5. Disbursal of Settlement Funds. The Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no later than fourteen (14) calendar days after Defendant provides the Settlement Administrator with the Maximum Settlement Amount.

6. General Release, Claims Not Released and Related Provisions.

(a) **General Release of Claims.** Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims,

**CONFIDENTIAL SETTLEMENT AGREEMENT
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known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (“ERISA”) (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Apprenticeship Program Bias Law – Cal. Lab. Code § 3070 et seq.;

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- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- Those other provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under Defendant's health, welfare, or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

(c) **Government Agencies.** Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying, or assisting in

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any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, DFEH, NLRB, SEC, *etc.*), nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. Moreover, nothing in this Settlement Agreement prohibits or prevents Plaintiff from testifying in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment on the part of Defendant or any agents or employees of Defendant, when the Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature. In addition, nothing in this Settlement Agreement, including, but not limited to, the release of claims, nor the confidentiality provisions set forth in Section 9 below, prohibits Plaintiff from: (1) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any governmental agency or entity, including, but not limited to, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations; or (3) otherwise fully participating in any federal whistleblower programs, including, but not limited to, any such programs managed by the U.S. Securities and Exchange Commission or the Occupational Safety and Health Administration. However, to the maximum extent permitted by law and expressly excluding Plaintiff's participation in any federal whistleblower programs, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Defendant, or any of the other Released Parties identified in this Settlement Agreement, is a party.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and

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that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed or caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Action and Plaintiff's previously filed workers' compensation claim against Defendant, and that Plaintiff presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Action and the previously filed workers' compensation claim against Defendant.

(b) Plaintiff further affirms that Plaintiff has reported all hours worked as of the date Plaintiff signs this Settlement Agreement and timely has been paid or has received all compensation, wages, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Settlement Agreement, except as alleged in the Action and which claims are expressly released in Section 6(a) above.

(c) Plaintiff also affirms that Plaintiff has no known workplace injuries or occupational diseases and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws, other than those mentioned in her previously filed workers' compensation claim against Defendant.

(d) Plaintiff further affirms that Plaintiff has not been retaliated against for reporting any allegations of wrongdoing by Defendant or any of its officers, directors, or employees, including, but not limited to, allegations of corporate fraud.

(e) Plaintiff affirms that all of Defendant's decisions regarding Plaintiff's pay and benefits through the date of execution of this Settlement Agreement were not discriminatory based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability,

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medical condition, age, pregnancy, denial of medical and family care leave, pregnancy disability leave, or any other classification protected by law.

(f) Plaintiff affirms that as of the date Plaintiff signs this Settlement Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the “CMS”) (this term includes any related agency representing Medicare’s interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with the Released Parties upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this Section. Further, Plaintiff agrees to waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

9. **Limited Disclosure.**

(a) Plaintiff agrees that Plaintiff will not affirmatively publicize this Settlement Agreement, the contents of this Settlement Agreement, including the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement (hereafter collectively referred to as “Confidential Information”) to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 9 create no liability for disclosures made: (i) prior to Plaintiff’s execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff’s execution of this Settlement Agreement; (iii) pursuant to Sections 13(b) or 13(c) below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law. Plaintiff and Plaintiff’s Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

10. **Job References.** Plaintiff shall direct all individuals inquiring about Plaintiff’s employment with Defendant to Defendant’s Human Resources Department, which will follow Defendant’s policy by responding with only Plaintiff’s last position and dates of employment which will be deemed to have ended in June 2019, except that this provision shall not apply to any request from a prospective employer who provides a release signed by Plaintiff pursuant to the Fair Credit Reporting Act or any state counterpart.

11. **No Transfer/Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff and Plaintiff’s Counsel agree that they solely are responsible for the satisfaction of any

assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

12. Liens and Attorneys' Fees/Indemnification.

(a) Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses, or healthcare providers. Each Party solely is responsible for any fees and costs he, she, or it has incurred including, but not limited to, fees for attorneys, consultants, and expert witnesses, except as provided in the Class Action Settlement Agreement.

(b) Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs any of them incur as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers, or other third-parties to recover monies from the amounts payable to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

13. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

(c) It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

14. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

15. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

(d) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

16. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties (with the exception of the Class Action Settlement). Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.

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**IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
executed this Settlement Agreement as of the date set forth below:**

Executed on October 14, 2020

DocuSigned by:

8047878BB91642A...

JAYONNA HARDY

MAXIM COMMERCIAL CAPITAL, LLC

Executed on _____, 2020

By: _____
Michael Kianmahd
Executive Vice President

Approved as to form.

AEGIS LAW FIRM, PC

Executed on _____, 2020

By: _____
Kashif Haque
Jessica L. Campbell
Joseph Szilagyi

Attorneys for Plaintiff
JAYONNA HARDY

JACKSON LEWIS P.C.

Executed on _____, 2020

By: _____
Jaclyn P. Floryan
Ariel N. Brotman

Attorneys for Defendant
MAXIM COMMERCIAL CAPITAL, LLC

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
executed this Settlement Agreement as of the date set forth below:

Executed on _____, 2020

JAYONNA HARDY

MAXIM COMMERCIAL CAPITAL, LLC

Executed on October 15, 2020

By:

Michael Kianmahd
Executive Vice President

Approved as to form.

AEGIS LAW FIRM, PC

Executed on _____, 2020

By:

Kashif Haque
Jessica L. Campbell
Joseph Szilagyi

Attorneys for Plaintiff
JAYONNA HARDY

JACKSON LEWIS P.C.

Executed on October 14, 2020

By:

Jaclyn P. Floryan
Ariel N. Brotman

Attorneys for Defendant
MAXIM COMMERCIAL CAPITAL, LLC