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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

SHIRLEY GOEMAAT and REHANA BALUCH,
individually, and on behalf of others similarly
situated and aggrieved,

Plaintiffs,

v.

ORANGE COUNTY ASSOCIATION FOR
MENTAL HEALTH, a California Corporation; and
DOES 1 through 50, inclusive,
Defendants.

Case No. 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter
Wilson, Dept CX102]*

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Action Filed:	October 21, 2019
PAGA Notice:	February 7, 2020
FAC Filed:	June 12, 2020
Trial Date:	None Set

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1 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 **I. INTRODUCTION AND MUTUAL INTENT TO SETTLE**

3 1. Stipulating Parties and the Action. This Stipulation of Class and Representative Action
4 Settlement (“Settlement” or “Settlement Agreement”) is made by and between Plaintiffs Shirley Goemaat
5 and Rehana Baluch (“Plaintiffs”) and Defendant Orange County Association of Mental Health
6 (“Defendant”) (jointly, the “Parties”) in *Goemaat, et al., v. Orange County Association of Mental Health*,
7 Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”).

8 2. Stipulating Parties’ Joint Statement of Purpose and Intent to Settle. The Parties intend that
9 this Settlement Agreement, subject to Court approval, shall fully, finally, forever resolve, discharge, and
10 settle this Action and have agreed to work diligently and cooperatively to present this Settlement
11 Agreement to the Court so that it is finally approved and that the Action is finally adjudged.

12 **II. DEFINITIONS**

13 3. Action. “Action” means the putative class and representative action entitled *Goemaat, et*
14 *al., v. Orange County Association of Mental Health*, Orange County Superior Court, Case No. 30-2019-
15 01106371-CU-BT- CXC, filed on October 21, 2019.

16 4. Class. “Class” means all current and former non-exempt employees Defendant employed
17 in the State of California at any time during the Class Period.

18 5. Class Counsel. “Class Counsel” means The Kick Law Firm, APC including Taras Kick
19 Karen L. Wallace, and Jeffrey C. Bils.

20 6. Class Counsel Cost Award. “Class Counsel Cost Award” means the amount not exceeding
21 fifteen thousand dollars and zero cents (\$15,000.00), payable from the Gross Settlement Amount and due
22 to Class Counsel for reimbursement of Class Counsel’s reasonable litigation expenses incurred in
23 litigating and resolving the Action; if the Court finally approves a lesser amount, then the difference shall
24 remain part of the Net Settlement Amount.

25 7. Class Counsel Fee Award. “Class Counsel Fee Award” means the amount of no less than
26 fifty-eight thousand, three hundred thirty-three dollars and thirty-three cents (\$58,333.33) or one-third
27 (1/3) of the Gross Settlement Amount, whichever is greater, payable from the Gross Settlement Amount
28 and due to Class Counsel as reasonable attorneys’ fees for litigating and resolving the Action; if the Court

1 finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

2 8. Class List. “Class List” means a Microsoft Excel (or similar electronically manipulatable)
3 spreadsheet containing the following information regarding each Class Member: (1) full name; (2) last
4 known address; (3) last known telephone number; (4) social security number or taxpayer identification
5 number; (5) start and end dates of employment as a non-exempt employee of Defendant in the State of
6 California; (6) total Workweeks worked during the Class Period; (7) total PAGA Pay Periods worked
7 during the PAGA Period; and (8) any other information the Settlement Administrator reasonably requires
8 to carry out its settlement administration duties.

9 9. Class Member. “Class Member” means a current or former non-exempt employee of
10 Defendant employed in the State of California at any time during the Class Period.

11 10. Class Notice. “Class Notice” means the Notice of Class and Representative Action
12 Settlement, substantially in the form attached as **Exhibit 1**, summarizing this Settlement Agreement
13 including its key terms, its binding nature, procedures for opting out of the Settlement and release of
14 Released Claims that do not arise under PAGA, and the procedures for objecting to the Settlement.

15 11. Class Period. “Class Period” means the period commencing on October 21, 2015 and
16 ending on March 24, 2021.

17 12. Class Representative Service Awards. “Class Representative Service Award” means an
18 amount not to exceed ten thousand dollars and zero cents (\$10,00.00), made payable to each Plaintiff, for
19 a total of twenty thousand dollars and zero cents (\$20,000.00). These amounts shall be paid from the Gross
20 Settlement Amount, separate from any Individual Settlement Payment and Individual PAGA Payment,
21 for Plaintiffs’ efforts and risks in bringing and resolving the Action. If the Court finally approves a lesser
22 amount, then the difference shall remain part of the Net Settlement Amount.

23 13. Court. “Court” means the Superior Court of California for the County of Orange County
24 and the judicial officer presiding over this matter.

25 14. Cy Pres Recipient. “Cy Pres Recipient” means Public Counsel, a non-profit organization
26 who, among other things, provides pro bono legal services at sites in California, whom the Parties have
27 agreed to request the Court appoint as the designated *cy pres* recipient of uncashed funds pursuant to this
28 Settlement Agreement.

1 15. Defendant. “Defendant” means Defendant Orange County Association of Mental Health,
2 a California Corporation.

3 16. Defendant’s Counsel. “Defendant’s Counsel” means Manning & Kass Ellrod, Ramirez,
4 Trester LLP including Steven C. Amundson and Alina Sookasian.

5 17. Effective Date. “Effective Date” means the later of the following dates: (i) sixty-five (65)
6 days after the Court enters Final Judgment and no appeal, writ or other challenge to the finality of the
7 judgment has been filed; or (ii) five (5) day after the day when all appeals, writs or other challenges to the
8 Final Judgment have been resolved in a manner that affirms the finality of the judgment and the time for
9 the filing of any further appeals, writs or other challenges has lapsed.

10 18. Employer’s Share of Payroll Taxes. “Employer’s Share of Payroll Taxes” means the
11 amount of Defendant’s employer payroll tax obligations on the wage portion of Individual Settlement
12 Payments including withholdings and contributions for federal, state, local taxes, and any similar tax or
13 charge, payable from Defendant’s own accounts, separate from the Gross Settlement Amount, and due to
14 the applicable governing authorities.

15 19. Exhibits. “Exhibits” mean the four (4) exhibits attached to this Settlement Agreement
16 including Exhibit 1 (draft Class Notice); Exhibit 2 (draft Preliminary Approval Order); Exhibit 3 (draft
17 Final Approval Order); and Exhibit 4 (draft Final Judgment).

18 20. Final Approval Hearing. “Final Approval Hearing” means the hearing the Court sets
19 wherein Plaintiffs shall move the Court to find that the Settlement is fair, reasonable, and adequate and
20 enter a Final Approval Order and Final Judgment.

21 21. Final Approval Order. “Final Approval Order” means the Court’s order, substantially in
22 the form attached as **Exhibit 3**, which shall, among other things, finally approve the fairness,
23 reasonableness and adequacy of this Settlement Agreement.

24 22. Final Judgment. “Final Judgment” means the Court’s judgment, substantially in the form
25 attached as **Exhibit 4**, which shall, among other things, finally adjudge the Action as resolved pursuant to
26 this Settlement Agreement and deeming it binding as provided herein.

27 23. Gross Settlement Amount. “Gross Settlement Amount” means the non-reversionary
28 amount of no less than one hundred seventy-five thousand dollars and zero cents (\$175,000.00) that

Defendant shall pay as monetary consideration in exchange for releases of the Released Claims including released PAGA Claims and that shall be used to establish a common settlement fund for: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the LWDA; (4) the PAGA Payment to PAGA Members; (5) the Class Representative Service Awards; (6) the Class Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement.

24. Gross Settlement Amount Escalator. “Gross Settlement Amount Escalator” means the conditional provision that provides that if the actual number of Workweeks or Pay Periods worked by Class Members exceeds twenty-five thousand, one hundred twenty-four (25,124) Workweeks or eleven thousand, seven hundred eighty (11,780) PAGA Pay Periods by five percent (5%), then the Gross Settlement Amount shall increase proportionally by the percentage increase in excess of five percent (5%), such that if the actual Workweeks or PAGA Pay Periods worked by Class Members exceeds twenty-five thousand, one hundred twenty-four (25,124) Workweeks or eleven thousand, seven hundred eighty (11,780) by six percent (6%), for instance, then the Gross Settlement Amount shall increase by one percent (1%).

25. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Member’s pro rata share of the PAGA Payment to PAGA Members that is payable to PAGA Members from the Gross Settlement Amount, which shall be determined by dividing the PAGA Payment to PAGA Members by the aggregate number of PAGA Pay Period credits assigned to all PAGA Members, resulting in a PAGA Pay Period Dollar Value, and then multiplying the PAGA Pay Period Dollar Value by the number of PAGA Pay Period credits assigned to each PAGA Member.

26. Individual Settlement Payment. “Individual Settlement Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount that is payable to Participating Class Members from the Gross Settlement Amount, which shall be determined by dividing the Net Settlement Amount by the aggregate number of Workweek credits assigned to all Participating Class Members, resulting in the Workweek Dollar Value, and then multiplying the Workweek Dollar Value by the number of Workweek credits assigned to each Participating Class Member.

27. LWDA. “LWDA” means the California Labor and Workforce Development Agency.

28. Net Settlement Amount. “Net Settlement Amount” means the aggregate amount payable

1 to Participating Class Members, which shall be determined by subtracting the PAGA Payment, Settlement
2 Administration Costs, Class Representative Service Awards, Class Counsel Fee Award, and Class Counsel
3 Cost Award from the Gross Settlement Amount.

4 29. Objection. “Objection” means a Participating Class Member’s timely and valid written
5 objection to the terms and conditions of this Settlement Agreement.

6 30. Opt-Out Request. “Opt-Out Request” means a Class Member’s timely and valid written
7 request to be excluded from the Settlement and release of Released Claims that do not arise under PAGA.

8 31. PAGA. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

9 32. PAGA Claims. “PAGA Claims” means all claims or causes of action under PAGA that
10 could have been premised on the claims, causes of action, or legal theories of relief alleged in Plaintiffs’
11 February 7, 2020 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-771404-
12 20 and that were alleged or reasonably could have been alleged based on the facts asserted in the operative
13 complaint in the Action including, but not limited to, for violations of the California Labor Code and
14 California Industrial Welfare Commission Wage Orders.

15 33. PAGA Members. “PAGA Members” means all current and former non-exempt employees
16 Defendant employed in the State of California at any time during the PAGA Period.

17 34. PAGA Pay Period. “PAGA Pay Period” means any semi-monthly period starting from the
18 first day of each calendar month to the 15th day of that month and from the 16th day of a calendar month
19 to the final day of that calendar month during which a PAGA Member worked at least one (1) day or is
20 otherwise identifiable as Defendant’s employee in the state of California in Defendant’s records during
21 the PAGA Period, which the Settlement Administrator preliminarily and finally assigns as credits to
22 individual PAGA Members when calculating Individual PAGA Payments.

23 35. PAGA Pay Period Dollar Value. “PAGA Pay Period Dollar Value” means the dollar value
24 for each PAGA Pay Period credit assigned to PAGA Members, which shall be determined by dividing the
25 PAGA Payment to PAGA Members by the aggregate number of all PAGA Pay Period credits assigned to
26 all PAGA Members.

27 36. PAGA Payment. “PAGA Payment” means the amount of twenty thousand dollars and zero
28 cents (\$20,000.00) payable from the Gross Settlement Amount to the LWDA and PAGA Members,

seventy-five percent (75%) of which shall be distributed to the LWDA and twenty-five percent (25%) of which shall be distributed to PAGA Members on a pro rata basis.

37. PAGA Payment to PAGA Members. “PAGA Payment to PAGA Members” means the amount of five thousand dollars and zero cents (\$5,000.00), payable from the Gross Settlement Amount to all PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA Payment.

38. PAGA Payment to the LWDA. “PAGA Payment to the LWDA” means the amount of fifteen thousand dollars and zero cents (\$15,000.00) payable from the Gross Settlement Amount and due to the LWDA as its seventy-five percent (75%) share of the PAGA Payment.

39. PAGA Period. “PAGA Period” means the period commencing on February 7, 2019 and ending on March 24, 2021.

40. PAGA Settlement. “PAGA Settlement” means the settlement and release of the PAGA Claims that arise under PAGA, which Plaintiff Goemaat brought against Defendant, as a deputized PAGA representative of the State of California, which shall bind the State of California and which PAGA Members shall not be entitled to opt out of.

41. Participating Class Members. “Participating Class Members” means Plaintiffs and all Class Members who do not submit a timely and valid Opt-Out Request.

42. Parties’ Counsel. “Parties’ Counsel” means the attorneys of record for Plaintiffs and Defendant.

43. Plaintiffs. “Plaintiffs” means Plaintiff Shirley Goemaat and Plaintiff Rehana Baluch.

44. Preliminary Approval Order. “Preliminary Approval Order” means the Court’s order, substantially in the form attached as **Exhibit 2**, which shall, among other things, preliminarily approve the fairness, reasonableness and adequacy of this Settlement Agreement.

45. Released Claims. “Released Claims” means all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate

1 itemized wage statements and maintain employment records; (7) failure to pay timely and all wages due
2 to discharged and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties
3 pursuant to PAGA and includes the release of PAGA Claims.

4 46. Released Parties. “Released Parties” means Defendant and all its present and former parent
5 companies, subsidiaries, shareholders, owners, employees, officers, directors, agents, attorneys, insurers,
6 successors and assigns, who could be held liable for any of the Released Claims.

7 47. Response Deadline. “Response Deadline” means the date sixty (60) calendar days after the
8 postmarked date on Class Notices the Settlement Administrator initially mails to Class Members in bulk.

9 48. Settlement Administration Costs. “Settlement Administration Costs” means the amount
10 not exceeding ten thousand dollars and zero cents (\$10,000.00), payable from the Gross Settlement
11 Amount and due to the Settlement Administrator for the Settlement Administrator’s administration of the
12 notice and distribution process pursuant to this Settlement Agreement and the Court’s orders; if the Court
13 finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

14 49. Settlement Administrator. “Settlement Administrator” means Simpluris, Inc., whom the
15 Parties have agreed to request the Court appoint as the third-party settlement administrator to perform
16 notice and settlement administration duties pursuant to this Settlement Agreement.

17 50. Workweek. “Workweek” means any calendar week commencing on Sunday and ending
18 on the following Saturday during which a Class Member worked at least one (1) day or is otherwise
19 identifiable as Defendant’s employee in the state of California in Defendant’s records during the Class
20 Period, which the Settlement Administrator preliminarily and finally assigns as credits to individual
21 Participating Class Members when calculating Individual Settlement Payments.

22 51. Workweek/PAGA Pay Period Dispute. “Workweek/PAGA Pay Period Dispute” means a
23 Class Member’s timely and valid written dispute about the number of Workweeks and/or PAGA Pay
24 Periods that the Settlement Administrator preliminarily credits to the affected Class Member.

25 52. Workweek Dollar Value. “Workweek Dollar Value” means the dollar value for each
26 Workweek credit assigned to Participating Class Members, which shall be determined by dividing the Net
27 Settlement Amount by the aggregate number of all Workweek credits assigned to all Participating Class
28 Members.

1 **III. RELEVANT PROCEDURAL HISTORY**

2 53. Plaintiff Goemaat's Complaint. On October 21, 2019, Plaintiff Goemaat filed a putative
3 class action complaint alleging Defendant's: (1) failure to pay minimum wages; (2) failure to pay overtime
4 wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure
5 to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish
6 accurate itemized wage statements and maintain employment records; (7) failure to pay timely and all
7 wages due to discharged and quitting employees; and (8) unfair and unlawful business practices.

8 54. Plaintiff Goemaat's PAGA Notice. On February 7, 2020, Plaintiff Goemaat sent a PAGA
9 notice to the LWDA and Defendant, in LWDA Case No. LWDA-CM-771404-20, alleging Defendant
10 violated various provisions of the California Labor Code and other laws along with the facts and theories
11 supporting the alleged violations including those alleged in the operative complaint in the Action.

12 55. Plaintiff Goemaat's First Amended and Operative Complaint. On June 12, 2021, Plaintiff
13 Goemaat filed her First Amended Complaint, the operative complaint in this Action, which added Plaintiff
14 Baluch as a named plaintiff and added a ninth cause of action, resulting in the operative complaint alleging
15 that Defendants (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide
16 required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for
17 necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage
18 statements and maintain employment records; (7) failure to pay timely and all wages due to discharged
19 and quitting employees; (8) unfair and unlawful business practices; and (9) for conduct giving rise to
20 PAGA civil penalties.

21 56. Plaintiffs' Discovery and Investigation. Prior to the filing of this Action, Plaintiffs and
22 Plaintiffs' counsel, engaged in substantial investigation about the Defendant's business practices in
23 California. After the Action was filed and prior to mediation, the Parties engaged in extensive informal
24 exchange of information. Plaintiffs obtained documents, data, and information from Defendant and other
25 resources, including and not limited to, a randomly-selected sampling of Class Member time and pay
26 records consisting of a large volume of data, consisting of hundreds of thousands of data points and
27 financial data supporting Defendant's claims about its inability to satisfy a potential judgment.

28 57. Mediation and Agreement to Settle the Action. On October 20, 2020, the Parties

1 participated in a private mediation session with an experienced wage and hour class action mediator,
2 Steven G. Mehta, Esq. However, given the contentious negotiations and the disputed claims, the Parties
3 did not resolve their differences that day. The Parties then engaged in further negotiations, with the
4 assistance of Mr. Metha, which led the Parties' March 24, 2021 agreement about the material terms of a
5 class and representative settlement, which formed the basis of this Settlement Agreement.

6 **IV. RECITALS AND REPRESENTATIONS**

7 58. This Settlement is Fair, Adequate and Reasonable. The Parties represent this Settlement
8 Agreement is a fair, adequate and reasonable settlement of the Action and that the Parties have arrived at
9 this Settlement Agreement after extensive arms-length negotiations while accounting for materially
10 relevant factors, present and potential. The Parties further agree that the consideration described herein
11 constitutes adequate consideration for the Settlement and releases described herein.

12 a. Numerosity of Potential Class Members. For purposes of settlement only, the
13 Parties agree that because the potential Class is so numerous, it is impossible or impractical to have each
14 Class Member execute this Settlement Agreement.

15 b. Notice and Opportunity to Respond Comporting with Due Process. For purposes
16 of settlement only, the Parties agree that because of the numerosity of the potential Class, the notice and
17 response procedure outlined in this Settlement Agreement provides the best and most practical notice to
18 Class Members and fully complies with due process.

19 c. Benefits of Settlement to Plaintiffs and Class Members. Plaintiffs recognize
20 continued litigation in the Action through trial, appeals and final judgment would be time consuming,
21 uncertain, risky and expensive. Plaintiffs recognize these uncertainties and risks include Plaintiffs' ability
22 to meet the burdens of proof necessary to establish liability, damages, penalties and other relief sought for
23 the causes of action asserted in the Action, generally and in response to Defendant's defenses thereto.
24 Plaintiffs also recognize Defendant's agreement to enter into a settlement may result in substantial benefits
25 for Class Members because it is a good faith compromise of highly disputed claims. Accordingly,
26 Plaintiffs, under Class Counsel's guidance has determined the Settlement is fair, adequate and reasonable,
27 and that it is in the best interests of the Class.

28 d. Defendant's Reasons for Settlement. Defendant recognizes continued defensive

1 litigation in the Action would be protracted and expensive for it. Defendant recognizes it would continue
2 to expend substantial time and expense to prove the merits of its defenses. While Defendant is confident
3 that it has done no wrong, continued litigation in the Action through trial, appeals, and final judgment
4 would be time consuming, uncertain, risky and expensive. Defendant continues to assert Plaintiffs'
5 allegations have no merit and do not give rise to Defendant's liability for damages, restitution, penalties,
6 or other payments and that this Settlement is a compromise of disputed claims. Defendant has agreed to
7 settle in the manner and upon the terms set forth in this Settlement Agreement to put the claims alleged in
8 the Action to rest.

9 e. No Admissions by Defendant or Plaintiff. Defendant denies all claims alleged in
10 the Action and denies all wrongdoing. Defendant contends it has complied with all applicable state, federal
11 and local laws, and reserves its right to assert all available defenses to Plaintiffs' claims in the Action.
12 Nothing contained in this Settlement Agreement, nor any documents referred to herein and no action that
13 the Parties have undertaken to effectuate this Settlement Agreement should be construed or used as an
14 admission by or against any of the Parties as to suitability of class or representative adjudication or about
15 the merits of the claims asserted in the Action. The Parties maintain that neither this Settlement
16 Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a
17 concession, admission, or inference regarding wrongdoing or that class certification is proper under the
18 standard applied to contested certification motions.

19 f. Certification for Settlement Purposes Only. The Parties agree to the certification of
20 the proposed class for settlement purposes only.

21 g. No Conflicts of Interest with Relevant Third-Parties. The Parties represent they do
22 not have any financial interest in the Settlement Administrator, the *Cy Pres* Recipient or otherwise have a
23 relationship with the Settlement Administrator, the *Cy Pres* Recipient or any third party that could create
24 an appearance of a conflict of interest.

25 59. No Tax Advice & Circular 230 Disclaimer. The Parties represent that no provision of this
26 Settlement Agreement or other communications or disclosures is, or was intended, to constitute tax advice
27 within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Subtitle A, Part 10, as
28 amended). The Parties further represent they: (i) shall be solely responsible for reporting and paying any

1 applicable federal, state and/or local income tax, employment tax or any other withholding on all taxable
2 income or other benefit they individually receive as consideration exchanged pursuant to this Settlement
3 Agreement; (ii) have relied exclusively upon their own, independent legal and tax advisors for tax advice
4 in connection with this Settlement Agreement; and (iii) in keeping with their individual rights to due
5 process, shall not be entitled to rely upon any communication or disclosure by Plaintiff, Defendant or
6 Parties' Counsel to avoid the payment of any assessment, penalty, tax, attorneys' fees, or other amounts
7 based on the taxability of any consideration provided or exchanged pursuant to this Settlement Agreement.

8 **V. SETTLEMENT CONSIDERATION AND RELEASED CLAIMS ON AND AFTER**
9 **EFFECTIVE DATE**

10 60. No Release of Claims Against any Other Named Defendant. Because Defendant Orange
11 County Association of Mental Health is the only individual defined as a "Defendant" for the purposes of
12 this Settlement Agreement, there shall be no release of any claims of any nature against any other person
13 pursuant to this Settlement Agreement unless such person qualifies as one of the Released Parties and the
14 claim qualifies as a Released Claim.

15 61. Non-Reversionary Nature of Settlement Agreement. No portion of the Gross Settlement
16 Amount shall revert to Defendant.

17 62. No Claim-Submission Process. There shall be no claim or claim form submission process
18 or requirement and, as such, Class Members shall not receive nor shall they be required to submit a claim
19 form to be entitled to an Individual Settlement Payment and/or Individual PAGA Payment.

20 63. Releases of Claims Against Released Parties. For and in exchange for Defendant's
21 performance of its obligations during Settlement Administration and culminating in Defendant completely
22 remitting the entire Gross Settlement Amount to the Settlement Administrator, the Released Claims shall
23 be deemed released as follows.

24 a. Participating Class Members' Release of Released Claims. After Defendant remits
25 the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs and all other Participating
26 Class Members shall be deemed to have settled and released all Released Claims against the Released
27 Parties that do not arise under PAGA.

28 b. California's Release of PAGA Claims. After Defendant remits the Gross

1 Settlement Amount in full to the Settlement Administrator, the State of California, by and through Plaintiff
2 Goemaat, its deputized PAGA representative, shall be deemed to have settled and released all PAGA
3 Claims against the Released Parties.

4 64. ~~No Release of Any Individual, Private Rights of Action under PAGA. No Class Member,~~
5 ~~Participating Class Member, or PAGA Member shall release any PAGA Claims or any individual, private~~
6 ~~rights of action that arise from PAGA against any person because of this Settlement Agreement and the~~
7 ~~PAGA Settlement component of the Released Claims. Furthermore, neither the Settlement~~
8 ~~Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any~~
9 ~~Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall~~
10 ~~constitute consideration offered or exchanged for the release of any Class Member, Participating Class~~
11 ~~Member, or PAGA Member's individual, private rights of action against any person.~~

12 **VI. SETTLEMENT ADMINISTRATOR AND GENERAL SETTLEMENT**
13 **ADMINISTRATION DUTIES**

14 65. Appointment of Settlement Administrator. The Parties have agreed to request that the Court
15 appoint Simpluris, Inc. as the third-party settlement administrator to perform settlement administration
16 duties pursuant to this Settlement Agreement. The Parties represent that neither they nor their counsel
17 have any financial interest in the Settlement Administrator or otherwise have a relationship with the
18 Settlement Administrator that could create an appearance of a conflict of interest.

19 66. Settlement Administrator's Duties During Settlement Administration. The Settlement
20 Administrator shall perform the express and implied Settlement Administration tasks as provided in this
21 Settlement Agreement including: (i) printing and mailing Class Notices; (ii) collecting, validating and
22 attempting to resolve Workweek/PAGA Pay Period Disputes; (iii) collecting and validating Opt-Out
23 Requests and Objections; (iv) establishing a qualified settlement fund; (v) preparing and mailing tax forms
24 to Class Members or other persons; (vi) computing and distributing all payments to be made under the
25 Settlement; (vii) calculating and remitting all employee payroll tax obligations to the appropriate
26 government agencies; and (viii) transferring uncashed Individual Settlement Payments and Individual
27 PAGA Payments to the *Cy Pres* Recipient.

28 a. Settlement Administrator's Secure Recordkeeping and File Maintenance. The

1 Settlement Administrator shall secure and protect Class Member information from unauthorized access
2 to, use, deletion and modification including all information in the Class List. The Settlement Administrator
3 shall also exercise its best judgment and discretion to limit the disclosure of Class Member information to
4 only those persons who need it to implement the terms and conditions of this Settlement Agreement and
5 shall maintain all records related to the settlement administration duties it performs for at least four (4)
6 years after settlement administration has been completed.

7 b. Records of Communication with Class Members and Class List Maintenance. The
8 Settlement Administrator shall create and maintain records of all communications with Class Members or
9 other persons affected by this Settlement Agreement including by maintaining documents it sends to and
10 receives from Class Members and the Settlement Administrator's own notes describing oral or written
11 communications with all Class Members. The Settlement Administrator shall also promptly and
12 continuously update the Class List with all material notes and information to ensure it possesses the most
13 accurate information about Class Members throughout settlement administration.

14 c. Communications with Class Members in English and Spanish. The Settlement
15 Administrator shall undertake reasonable efforts to communicate with Spanish-speaking Class Members
16 in Spanish during oral or written communications if Class Members indicate that Spanish is their language
17 of choice.

18 **VII. CONTENTS OF CLASS NOTICE**

19 67. Class Notice Generally. The Parties have agreed to request that the Court approve a class
20 notice, substantially in the form attached as Exhibit 1, which shall provide, among other things: (1) a brief
21 explanation of the case, including the basic contentions or denials of the Parties; (2) a statement that the
22 Court will exclude the member from the Class if the Class Member so requests by the Response Deadline;
23 (3) a procedure for the Class Member to follow in requesting exclusion from the Class; (4) a statement
24 that a judgment, whether favorable or not, will bind all Class Member who do not request exclusion; and
25 (5) a statement that any Class Member who does not request exclusion may, if the Class Member so
26 desires, enter an appearance through counsel.

27 a. Notice and Binding Nature of Settlement Agreement. The Class Notice shall
28 indicate the potentially binding nature of this Settlement Agreement on all Class Members.

1 b. Settlement Administration Disputes Prior to the Final Approval Hearing Subject to
2 Court Review. The Class Notice shall indicate that the Settlement Administrator, who the Court has
3 appointed as a third-party to execute settlement administration duties, shall attempt to resolve all disputes
4 including all Workweek/PAGA Pay Period Disputes and all Opt-Out Request and Objection disputes,
5 prior to the Final Approval Hearing and that the Settlement Administrator's determinations or decisions
6 regarding the timeliness and validity of any dispute regarding this Settlement Agreement, shall be subject
7 to Court review.

8 c. Individualized Class Notices and Response Deadline. The Settlement
9 Administrator shall print Class Notices addressed to individual Class Members whose names appear on
10 the Class List along with information specifically applicable to Class Members including the number of
11 Workweek credits and PAGA Pay Period credits the Settlement Administrator intends on assigning Class
12 Members and shall expressly identify the Response Deadline, by providing a date certain, which shall
13 occur sixty (60) days after the Settlement Administrator's initial bulk mailing of Class Notices.

14 68. Gross Settlement Amount. The Class Notice shall indicate that the non-reversionary Gross
15 Settlement Amount shall be no less than one hundred seventy-five thousand dollars and zero cents
16 (\$175,000.00) that Defendant shall pay as monetary consideration for the release of the Released Claims
17 and that shall be used to establish a common settlement fund comprising: (1) Individual Settlement
18 Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to the LWDA; (4) the PAGA
19 Payment to PAGA Members; (5) the Class Representative Service Awards; (6) the Class Counsel Fee
20 Award; and (7) the Class Counsel Cost Award payable under this Settlement.

21 a. Aggregate Workweek and Pay Period Estimate. The Class Notice shall provide the
22 aggregate number of Workweeks worked by Class Members and the aggregate number of PAGA Pay
23 Periods worked by PAGA Members according to Defendant's records.

24 b. Gross Settlement Amount Escalator Clause. The Class Notice shall indicate that if
25 the actual number of Workweeks or PAGA Pay Periods worked by Class Members exceeds twenty-five
26 thousand, one hundred twenty-four (25,124) Workweeks or eleven thousand, seven hundred eighty
27 (11,780) PAGA Pay Periods by five percent (5%), then the Gross Settlement Amount shall increase
28 proportionally by the percentage increase in excess of five percent (5%), such that if the actual Workweeks

1 or PAGA Pay Periods worked by Class Members exceeds twenty-five thousand, one hundred twenty-four
2 (25,124) Workweeks or eleven thousand, seven hundred eighty (11,780) by six percent (6%), for instance,
3 then the Gross Settlement Amount shall increase by one percent (1%).

4 69. Net Settlement Amount. The Class Notice shall indicate that the Net Settlement Amount,
5 which is estimated to be no less than sixty-six thousand, six hundred sixty-six dollars and sixty-seven
6 cents (\$66,666.67), shall be the aggregate amount payable to Participating Class Members, which shall be
7 determined by subtracting the PAGA Payment, Settlement Administration Costs, Class Representative
8 Service Awards, Class Counsel Fee Award and the Class Counsel Cost Award from the Gross Settlement
9 Amount.

10 a. Settlement Administration Costs. The Class Notice shall indicate that an amount
11 not exceeding ten thousand dollars and zero cents (\$10,000.00), which Defendant has agreed not to
12 oppose, shall be payable from the Gross Settlement Amount and due to the Settlement Administrator for
13 the Settlement Administrator's administration of the notice and distribution process pursuant to this
14 Settlement Agreement and that if the Court finally approves a lesser amount, then the difference shall
15 remain a part of the Net Settlement Amount.

16 b. Class Representative Service Awards. The Class Notice shall indicate that an
17 amount not exceeding ten thousand dollars and zero cents (\$10,000.00), payable from the Gross
18 Settlement Amount and due to each of the Plaintiffs, for a total of twenty thousand dollars and zero cents
19 (\$20,000.00), which Defendant has agreed not to oppose, shall be payable from the Gross Settlement
20 Amount and due to Plaintiffs, separate from any Individual Settlement Payment and Individual PAGA
21 Payment, for Plaintiffs' efforts and risks in bringing and resolving the Action and that if the Court finally
22 approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

23 c. Class Counsel Fee Award. The Class Notice shall indicate that an amount of no less
24 than fifty-eight thousand, three hundred thirty-three dollars and thirty-three cents (\$58,333.33) or one-
25 third (1/3) of the Gross Settlement Amount, whichever is greater, which Defendant has agreed not to
26 oppose, shall be payable from the Gross Settlement Amount and due to Class Counsel as reasonable
27 attorneys' fees for litigating and resolving the Action and that if the Court finally approves a lesser amount,
28 then the difference shall remain part of the Net Settlement Amount.

1 d. Class Counsel Cost Award. The Class Notice shall indicate that an amount not
2 exceeding fifteen thousand dollars and zero cents (\$15,000.00), which Defendant has agreed not to oppose,
3 shall be payable from the Gross Settlement Amount and due to Class Counsel for reimbursement of Class
4 Counsel's reasonable litigation expenses incurred in litigating and resolving the Action and that if the
5 Court finally approves a lesser amount, then the difference shall remain part of the Net Settlement Amount.

6 e. PAGA Payment to the LWDA. The Class Notice shall indicate that fifteen thousand
7 dollars and zero cents (\$15,000.00), which Defendant has agreed not to oppose, shall be payable from the
8 Gross Settlement Amount and due to the LWDA as its seventy-five percent (75%) share of the PAGA
9 Payment.

10 70. Individual PAGA Payments Reported on IRS Form 1099-MISC. The Class Notice shall
11 indicate that five thousand dollars and zero cents (\$5,000.00) shall be payable from the Gross Settlement
12 Amount to all PAGA Members as their aggregate twenty-five percent (25%) share of the PAGA Payment,
13 which the Settlement Administrator shall report as one hundred percent (100%) non-wage income on IRS
14 Form 1099-MISC.

15 a. Individual PAGA Payments Calculations Based on PAGA Pay Period Credits. The
16 Class Notice shall indicate that Individual PAGA Payments due to PAGA Members shall be determined
17 by the following three-step process: (i) the Settlement Administrator shall credit each PAGA Member
18 with PAGA Pay Period credits based on the data in the Class List, which shall be presumed accurate,
19 subject to the Workweek/PAGA Pay Period Dispute process; (ii) the Settlement Administrator shall
20 determine the PAGA Pay Period Dollar Value by dividing the PAGA Payment to PAGA Members by the
21 number of PAGA Pay Periods credited to all PAGA Members; and (iii) the Settlement Administrator shall
22 determine the Individual PAGA Payment due to each PAGA Member by multiplying the number of
23 PAGA Pay Periods credited to the individual PAGA Member by the PAGA Pay Period Dollar Value.

24 b. Individualized PAGA Payment Amount Estimates. The Class Notice shall indicate
25 the estimated Individual PAGA Payment due to each PAGA Member based on the PAGA Pay Period
26 credits that the Settlement Administrator intends on assigning to each PAGA Member, subject to the
27 Workweek/PAGA Pay Period Dispute process.

28 71. Individual Settlement Payments Reported on IRS Form W-2 (25%) and IRS Form 1099-

1 MISC (75%). The Class Notice shall indicate that Net Settlement Amount, which is estimated to be no
2 less than sixty-six thousand, six hundred sixty-six dollars and sixty-seven cents (\$66,666.67), shall be the
3 aggregate amount payable to Participating Class Members, which the Settlement Administrator shall
4 report as twenty-five percent (25%) wages, subject to reduction for applicable employee payroll taxes and
5 customary withholdings, reportable on IRS Form W-2s and seventy-five percent (75%) non-wage income
6 on IRS Form 1099-MISC.

7 a. Individual Settlement Payments Based on Workweek Credits. The Class Notice
8 shall indicate that Participating Class Members shall be paid based on their respective pro rata shares of
9 the Net Settlement Amount, which shall be determined by the following three-step process: (i) the
10 Settlement Administrator shall credit each Participating Class Member with Workweek credits based on
11 the data in the Class List, which shall be presumed accurate, subject to the Workweek/PAGA Pay Period
12 Dispute process; (ii) the Settlement Administrator shall determine the Workweek Dollar Value by dividing
13 the Net Settlement Amount by the number of Workweeks credited to all Participating Class Members;
14 and (iii) the Settlement Administrator shall determine the Individual Settlement Payment due to each
15 Participating Class Member by multiplying the number of Workweeks credited to the individual
16 Participating Class Member by the Workweek Dollar Value.

17 b. Individualized Settlement Payment Amount Estimates. The Class Notice shall
18 indicate the estimated Individual Settlement Payment due to each Class Member based on the Workweek
19 credits that the Settlement Administrator intends on assigning to each PAGA Member, subject to the
20 Workweek/PAGA Pay Period Dispute process.

21 72. Individual Settlement Payment and Individual PAGA Payment Checks Void After 180
22 Days. The Class Notice shall indicate that all Individual Settlement Payment checks to Participating Class
23 Members and Individual PAGA Payment checks to PAGA Members shall be valid for one hundred eighty
24 (180) calendar days after the Settlement Administrator's initial bulk mailing and that if any Individual
25 Settlement Payment or Individual PAGA Payment check has not been cashed or deposited by that time,
26 then they shall become void.

27 a. Void Individual Settlement Payment and Individual PAGA Payment Checks Still
28 Binding. The Class Notice shall indicate that if any Individual Settlement Payment or Individual PAGA

1 Payment checks are not cashed, deposited or received by Participating Class Members or PAGA Members
2 after the Settlement Administrator receives the entire Gross Settlement Amount in full and before the date
3 they become void, then all affected Participating Class Members and PAGA Members shall still remain
4 bound to the Settlement to the fullest extent under the law.

5 b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment
6 Amounts to the Cy Pres Recipient. The Class Notice shall indicate that the Settlement Administrator shall,
7 after the date that Individual Settlement Payment checks and Individual PAGA Payment checks become
8 void, transfer all amounts associated with the voided checks via secure wire transfer to Public Counsel, a
9 non-profit organization, who, among other things, provides pro bono legal services at sites across
10 California, and with whom the Parties and Parties' Counsel have no connection or affiliation that could
11 create an appearance of a conflict of interest.

12 73. No Tax Advice in Class Notice. The Class Notice shall indicate that the Parties make no
13 representations concerning the taxability, tax treatment, or legal effect of any tax laws on any
14 consideration provided or exchanged pursuant to the Settlement Agreement including any Individual
15 Settlement Payments or any Individual PAGA Payments and that Class Members should consult with their
16 own tax advisors concerning the tax consequences of their receipt of any payment under the Settlement
17 Agreement.

18 74. Workweek/PAGA Pay Period Disputes. The Class Notice shall indicate that if a Class
19 Member wishes to dispute the number of Workweeks or PAGA Pay Periods credited to the affected Class
20 Member in the Class Notice, then the affected Class Member must submit a timely and valid written
21 Workweek/PAGA Pay Period Dispute to the Settlement Administrator by United States Mail, facsimile
22 and/or in other written form by no later than the Response Deadline.

23 a. Timeliness of Workweek/PAGA Pay Period Disputes. The Class Notice shall
24 indicate that the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period
25 Dispute is timely based on the postmarked date on the mailing envelope, or by other indicia of timeliness.

26 b. Validity of Workweek/PAGA Pay Period Disputes. The Class Notice shall indicate
27 that the Settlement Administrator shall determine whether a Workweek/PAGA Pay Period Dispute is valid
28 based on whether it is in writing and includes the following five (5) enumerated items: (1) the Class

1 Member's full name; (2) the Class Member's approximate dates of employment; (3) the Class Member's
2 current contact information (e.g., a current residential or personal mailing address and home or personal
3 telephone number); (4) a statement indicating the number of Workweeks and/or PAGA Pay Periods that
4 the affected Class Member contends should be credited along with documentary evidence to support the
5 affected Class Member's contentions, if any; and (5) the Class Member or Class Member's legal
6 representative's signature.

7 c. Untimely or Invalid Workweek/PAGA Pay Period Disputes. The Class Notice shall
8 indicate that if a Workweek/PAGA Pay Period Dispute is not submitted in a timely and valid manner, then
9 it may result in an affected Class Member being credited with fewer Workweeks or PAGA Pay Periods
10 than the affected Class Member may be entitled to.

11 75. Opt-Out Requests. The Class Notice shall indicate that if a Class Member wishes to be
12 excluded from the Settlement and release of Released Claims (that do not arise under PAGA), then the
13 affected Class Member must submit a timely and valid written Opt-Out Request to the Settlement
14 Administrator by United States Mail, facsimile and/or in other written form by no later than the Response
15 Deadline. The Class Notice shall also indicate that if a Class Member submits a timely and valid Opt-Out
16 Request, then the Class Member shall not be entitled to any benefits under the Settlement, other than an
17 entitlement to an Individual PAGA Payment (if the Class Member qualifies as a PAGA Member) and the
18 Class Member shall have no right to object to the Settlement Agreement or appeal the Final Judgment.

19 a. Timeliness of Opt-Out Requests. The Class Notice shall indicate that the Settlement
20 Administrator shall determine whether an Opt-Out Request is timely based on the postmarked date on the
21 mailing envelope, or by other indicia of timeliness.

22 b. Validity of Opt-Out Requests. The Class Notice shall indicate that the Settlement
23 Administrator shall determine whether a Workweek/PAGA Pay Period Dispute is valid based on whether
24 it is in writing and includes the following five (5) enumerated items: (1) the Class Member's full name;
25 (2) the Class Member's approximate dates of employment; (3) the Class Member's contact information
26 (e.g., current residential or personal mailing address and home or personal telephone number); (4) the
27 Class Member's statement in no exact words but, nevertheless, substantially in a form and substance
28 indicating a desire to be excluded from the Settlement Agreement (e.g., "I wish to be excluded from the

1 settlement.”; “I opt out from the settlement.”; or “I do not want to be part of the settlement.”); and (5) the
2 Class Member or Class Member’s legal representative’s signature.

3 c. Untimely or Invalid Opt-Out Requests. The Class Notice shall indicate that if an
4 Opt-Out Request is not submitted in a timely and valid manner, then it may result in an affected Class
5 Member being deemed a Participating Class Member who is bound by the Settlement and release of all
6 Released Claims.

7 76. Objections. The Class Notice shall indicate that if a Class Member wishes to object to the
8 Settlement Agreement, then the Class Member must submit a timely and valid written Objection to the
9 Settlement Administrator by United States Mail, facsimile and/or in other written form by no later than
10 the Response Deadline and that any Class Member may hire an attorney at his or her own expense as a
11 representative, who may assist the Class Member in submitting or advancing any objection. The Class
12 Notice shall also indicate that if a Class Member submits a timely and valid Objection, then the Class
13 Member may still be bound by the terms of the Settlement, the release of Released Claims and the Final
14 Judgment as a Participating Class Member.

15 a. Timeliness of Objections. The Class Notice shall indicate that the Settlement
16 Administrator shall determine whether an Objection is timely based on the postmarked date on the mailing
17 envelope, or by other indicia of timeliness.

18 b. Validity of Objections. The Class Notice shall indicate that the Settlement
19 Administrator shall determine whether an Objection is valid based on whether it is in writing and includes
20 the following five (5) enumerated items: (1) the Class Member’s full name; (2) the Class Member’s
21 approximate dates of employment; (3) the Class Member’s current contact information (e.g., a current
22 residential or personal mailing address and home or personal telephone number); (4) the Class Member’s
23 statement indicating the grounds for the objection; and (5) the Class Member or Class Member’s legal
24 representative’s signature.

25 c. ~~Untimely or Invalid Objections. The Class Notice shall indicate that if an Objection~~
26 ~~is not submitted in a timely and valid manner, then it may result in an affected Class Member’s objection~~
27 ~~not being considered by the Court and that the affected Class Member may be deemed to have waived any~~
28 ~~right to object to the Settlement and prohibited from voicing any objection to the Settlement at any hearing.~~

**VIII. PRELIMINARY APPROVAL AND CLASS NOTICE ADMINISTRATION AFTER
PRELIMINARY APPROVAL ORDER**

77. Motion for Preliminary Approval of Settlement. No later than sixteen (16) court days before the Preliminary Approval Hearing, Plaintiffs shall file a motion for preliminary approval, seeking, among other things, entry of a Preliminary Approval Order, substantially in the form attached as Exhibit 2, conditionally certifying the Class for settlement purposes only, appointing Plaintiffs as representatives of the Class, appointing Class Counsel as counsel for the Class, appointing the Settlement Administrator, setting a Final Approval Hearing date and ordering the Settlement Administrator to mail the Class Notice to Class Members.

a. Defendant's Provision of Updated Number of Class Members, Workweeks, PAGA Members and PAGA Pay Periods. No later than five (5) business days before the filing deadline for Plaintiffs' motion for preliminary approval, Defendant shall provide Class Counsel the updated number of Class Members, Workweeks worked by Class Members, PAGA Members and PAGA Pay Periods worked by PAGA Members that will be subject to this Settlement Agreement.

b. Defendant's Provision of a Kullar Declaration. No later than five (5) business days before the filing deadline for Plaintiffs' motion for preliminary approval, Defendant shall provide Class Counsel with a "Kullar" declaration under penalty of perjury regarding Defendant's financial condition, changes to its timekeeping and wage payment policies and practices during the pendency of the Action, and/or other facts about the Class and Defendant's wage payment policies and practices, signed by a declarant with personal knowledge to support Plaintiffs' agreement to settle at a discount, which Plaintiffs shall disclose to the Court, as necessary, to secure preliminary or final approval of the Settlement.

c. Defendant's Provision of the Class List to the Settlement Administrator. Within seven (7) calendar days after the Court's entry of a Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List.

78. Mailing of Class Notice by Bulk First Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall mail copies of the Class Notice in English and Spanish to all Class Members via bulk First Class United States Mail, forwarding service requested.

a. Verification of Class Member Current Addresses and Presumption of Accuracy.

1 Prior to mailing Class Notices to Class Members, the Settlement Administrator shall search the National
2 Change of Address Database maintained by the United States Postal Service and perform skip tracing or
3 other verification procedures to verify Class Members' current addresses. The addresses the Settlement
4 Administrator determines as Class Members' current mailing addresses shall be presumed accurate.

5 b. IRS Form W-9 and Additional Withholdings for Unverified Social Security or
6 Taxpayer Identification Numbers. Prior to mailing Class Notices to Class Members, the Settlement
7 Administrator shall use verification procedures to verify Class Member social security numbers and/or
8 taxpayer identification numbers and shall update the Class List accordingly. If the Settlement
9 Administrator is unable to verify a Class Member's social security number and/or taxpayer identification
10 number prior to its initial mailing of Class Notices, then the Settlement Administrator shall enclose an
11 IRS Form W-9 along with each affected Class Member's Class Notice and a writing which shall inform
12 the affected Class Member that the Settlement Administrator was unable to verify the affected Class
13 Member's social security number and/or taxpayer identification number and that the affected Class
14 Member must submit a completed and executed IRS Form W-9 to the Settlement Administrator on or
15 before the Response Deadline to avoid additional withholdings and potential delays in distribution of any
16 payments the affected Class Member may be entitled to under the Settlement.

17 c. Re-Mailing of Undelivered Class Notices. If the Settlement Administrator receives
18 a Class Notice returned as undelivered on or before the Response Deadline, then, within three (3) business
19 days of receipt of the returned Class Notice, the Settlement Administrator shall attempt to determine
20 another mailing address for the affected Class Member by use of skip tracing or other verification or search
21 procedures using the name, address, telephone number, social security number and/or taxpayer
22 identification number of the affected Class Member. If the Settlement Administrator identifies another
23 mailing address for the affected Class Member as a result, then it shall re-mail the Class Notice to the
24 affected Class Member at that address by no later than the next business day. If the Settlement
25 Administrator does not identify another mailing address for the affected Class Member as a result, then
26 the Settlement Administrator shall be deemed to have satisfied its obligations to attempt to re-mail the
27 undelivered Class Notice to that affected Class Member. The Settlement Administrator shall maintain
28 records of undelivered Class Notices including the dates it receives each undelivered Class Notice and re-

1 mails Class Notices.

2 79. Settlement Administrator's Weekly Reports Regarding Class Notice Mailings,
3 Workweek/PAGA Pay Period Disputes, Opt-Out Requests and Objections. After its initial mailing of
4 Class Notices in bulk, the Settlement Administrator shall provide the Parties a weekly report, which shall
5 include information including statistics about the number of Class Notices it has mailed, Class Notices
6 that have been returned as undelivered, Class Notices it has re-mailed, Workweek/PAGA Pay Period
7 Disputes it has received, Opt-Out Requests it has received and Objections it has received. The Settlement
8 Administrator shall and continuously provide the Parties such weekly reports until at least ten (10)
9 calendar days after the Response Deadline.

10 80. Determination of Timeliness and Validity of Workweek/PAGA Pay Period Disputes.
11 Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the
12 submission of a Workweek/PAGA Pay Period Dispute is timely and valid.

13 a. Workweek/PAGA Pay Period Dispute Timeliness. The Settlement Administrator
14 shall determine whether a Workweek/PAGA Pay Period Dispute is timely based on the postmarked date
15 on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows
16 the dispute was submitted after the Response Deadline, then the Settlement Administrator shall conclude
17 that the submission was untimely, which may render the submission null, void and ineffective.

18 b. Workweek/PAGA Pay Period Dispute Validity. The Settlement Administrator shall
19 determine whether a Workweek/PAGA Pay Period Dispute is valid based on whether it is in writing and
20 includes the five (5) enumerated items required for validity. If the dispute is submitted orally or a written
21 submission is ambiguous or arguably constitutes an otherwise valid Workweek/PAGA Pay Period Dispute
22 but for the lack of any of the five (5) enumerated items required for validity, then the Settlement
23 Administrator shall conclude that the submission is invalid, which may render the submission null, void
24 and ineffective.

25 c. Workweek/PAGA Pay Period Dispute Cure Notices and Notice to the Court. If the
26 Settlement Administrator concludes that a Workweek/PAGA Pay Period Dispute is untimely or invalid
27 prior to the Final Approval Hearing, then the Settlement Administrator shall, within three (3) business
28 days, attempt to communicate with the affected Class Member to request that the affected Class Member

1 cure any deficiencies in writing. Regardless of the timeliness or validity of any Workweek/PAGA Pay
2 Period Dispute, the Parties shall ensure that all Workweek/PAGA Pay Period Disputes or any other written
3 statements arguably constituting a timely and valid Workweek/PAGA Pay Period Dispute are brought to
4 the Court's attention in advance of the Final Approval Hearing.

5 81. Workweek/PAGA Pay Period Dispute Notice, Investigation and Resolution. If the
6 Settlement Administrator receives a Workweek/PAGA Pay Period Dispute prior to the Final Approval
7 Hearing, then the Settlement Administrator shall promptly investigate and attempt to resolve the dispute.
8 Unless the Settlement Administrator has good cause to limit the disclosure of an affected Class Member's
9 personal information in consideration of factors such as the affected Class Member's stated or unstated
10 privacy interests, the Settlement Administrator shall, within three (3) business days, notify the Parties via
11 electronic mail or facsimile, of its receipt of all Workweek/PAGA Pay Period Disputes, which shall
12 include the identity and contact information of the affected Class Member and any evidence submitted by
13 the affected Class Member.

14 a. Submission and Evaluation of Further of Evidence. Defendant shall, within five (5)
15 business days of receipt of the Settlement Administrator's notice of a Workweek/PAGA Pay Period
16 Dispute, review its records and provide the Settlement Administrator with all relevant information it
17 possesses about the affected Class Member's contentions. Plaintiff, including Class Counsel, given Class
18 Counsel's fiduciary duties owed to Class Members, may undertake reasonable efforts to communicate
19 with and obtain information from the affected Class Member (or the Class Member's representative) to
20 support the affected Class Member's contentions. The Settlement Administrator shall then evaluate the
21 evidence submitted by the affected Class Member and the Parties and, in consultation with the Parties'
22 Counsel, shall render a final decision regarding the Workweek/PAGA Pay Period Dispute.

23 b. Notice to Affected Class Members Regarding Workweek/PAGA Pay Period
24 Dispute Investigation and Resolution. The Settlement Administrator shall, within three (3) business days
25 of rendering its final decision regarding a Workweek/PAGA Pay Period Dispute, send the affected Class
26 Member written notice of its decision via United States Mail, facsimile and/or email, which shall: (a)
27 indicate whether the Settlement Administrator found the Workweek/PAGA Pay Period Dispute wholly or
28 partly meritorious, unmeritorious, or that it was unable to make a merits determination and the reasons

1 why it made such a finding; (b) indicate the amount of Workweeks and/or PAGA Pay Periods that the
2 Settlement Administrator presently intends to credit the affected Class Member including the number of
3 additional Workweeks or PAGA Pay Periods, if any, and any corresponding changes to the estimated
4 Individual Settlement Payment or Individual PAGA Payment that the affected Class Member may receive;
5 and (c) indicate that the Settlement Administrator's final decision is subject to Court review and that the
6 Final Approval Hearing may be the best and final opportunity for the affected Class Member to seek the
7 Court's review or intervention.

8 82. Determination of Timeliness and Validity of Opt-Out Requests. Subject to Parties' Counsel
9 and Court review, the Settlement Administrator shall determine whether the submission of an Opt-Out
10 Request is timely and valid.

11 a. Opt-Out Request Timeliness. The Settlement Administrator shall determine
12 whether an Opt-Out Request is timely based on the postmarked date on the mailing envelope, or by other
13 indicia of timeliness. If the postmarked date or other indicia shows the request was submitted after the
14 Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely,
15 which may render the submission null, void and ineffective.

16 b. Opt-Out Request Validity. The Settlement Administrator shall determine whether
17 an Opt-Out Request is valid based on whether it is in writing and includes the five (5) enumerated items
18 required for validity. If the request is submitted orally or a written submission is ambiguous or arguably
19 constitutes an otherwise valid Opt-Out Request but for the lack of any of the five (5) enumerated items
20 required for validity, then the Settlement Administrator shall conclude that the submission is invalid,
21 which may render the submission null, void and ineffective.

22 c. Opt-Out Request Cure Notices and Notice to the Court. If the Settlement
23 Administrator concludes that an Opt-Out Request is untimely or invalid prior to the Final Approval
24 Hearing, then the Settlement Administrator shall, within three (3) business days, attempt to communicate
25 with the affected Class Member to request that the affected Class Member cure any deficiencies in writing.
26 Regardless of the timeliness or validity of any Opt-Out Request, the Parties shall ensure that all Opt-Out
27 Requests or any other written statements arguably constituting a timely and valid Opt-Out Request are
28 brought to the Court's attention in advance of the Final Approval Hearing.

83. Determination of Timeliness and Validity of Objections. Subject to Parties' Counsel and Court review, the Settlement Administrator shall determine whether the submission of an Objection is timely and valid.

a. Objection Timeliness. The Settlement Administrator shall determine whether an Objection is timely based on the postmarked date on the mailing envelope, or by other indicia of timeliness. If the postmarked date or other indicia shows the objection was submitted after the Response Deadline, then the Settlement Administrator shall conclude that the submission was untimely, which may render the submission null, void and ineffective.

b. Objection Validity. The Settlement Administrator shall determine whether an Objection is valid based on whether it is in writing and includes the five (5) enumerated items required for validity. If the request is submitted orally or a written submission is ambiguous or arguably constitutes an otherwise valid Objection but for the lack of any of the five (5) enumerated items required for validity, then the Settlement Administrator shall conclude that the submission is invalid, which may render the submission null, void and ineffective.

c. Objection Cure Notices and Notice to the Court. If the Settlement Administrator concludes that an Objection is untimely or invalid prior to the Final Approval Hearing, then the Settlement Administrator shall, within three (3) business days, attempt to communicate with the affected Class Member to request that the affected Class Member cure any deficiencies in writing. Regardless of the timeliness or validity of any Objection, the Parties shall ensure that all Objections or any other written statements arguably constituting a timely and valid Objection are brought to the Court's attention in advance of the Final Approval Hearing.

IX. FINAL APPROVAL AND FINAL JUDGMENT

84. Motion for Final Approval of Settlement. No later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs shall file a motion for final approval, seeking, among other things, entry of a Final Approval Order, substantially in the form attached as Exhibit 3, finally certifying the Class for settlement purposes only, ordering Defendant to remit the Gross Settlement Amount to the Settlement Administrator, approving and ordering the Settlement Administrator to distribute the amounts payable pursuant to the Settlement, and setting a date for the Court's review of the Settlement fund distribution.

1 85. Final Judgment. At the time Plaintiffs move for final approval of the Settlement, Plaintiffs
2 shall also move the Court to enter a Final Judgment, substantially in the form attached as Exhibit 4, which
3 shall among other things, finally adjudge this Action and include a provision for the retention of the
4 Court's jurisdiction over the Parties including the Class to enforce the terms of the judgment.

5 a. Settlement Administrator's Report in Advance of Final Approval Hearing. The
6 Settlement Administrator shall, prior to the Final Approval Hearing and at the Parties' request, provide
7 written reports or declarations to the Parties describing, among other things, the process and results of the
8 settlement administration process, the number of Opt-Out Requests received (both timely and valid or
9 otherwise), the total number of Objections received (both timely and valid or otherwise), the number of
10 Workweeks/Pay Periods Disputes received (both timely and valid or otherwise), and the actual or
11 projected Settlement Administration Costs to date, which report or declarations Plaintiffs may file with
12 the Court prior to the Final Approval Hearing.

13 b. Notice of Final Approval Order and Final Judgment. If the Court enters the Final
14 Judgment, then the Settlement Administrator shall post copies of the Final Approval Order and Final
15 Judgment for two hundred forty (240) calendar days on its website and Plaintiffs shall cause copies of the
16 Final Approval Order and Final Judgment to be submitted to the LWDA. No individualized notice
17 regarding the entry of the Final Approval Order and Final Judgment shall be required to be provided to
18 the Class.

19 **X. SETTLEMENT ADMINISTRATION AFTER THE EFFECTIVE DATE**

20 86. Establishment of a Qualified Settlement Fund After the Effective Date. The Settlement
21 Administrator shall, on the day after the Effective Date, establish a qualified settlement fund, account, or
22 trust pursuant to applicable state and federal rules and regulations to hold the Gross Settlement Amount
23 and distribute payments therefrom.

24 a. Defendant's Payment of the Gross Settlement After the Effective Date. Defendant
25 shall, within seven (7) calendar days of the Effective Date, be responsible for paying or remitting the
26 Gross Settlement Amount in its entirety to the Settlement Administrator via secure wire transfer or by
27 other secure means and the Settlement Administrator shall report to the Parties whether it received the
28 entire Gross Settlement Amount in a timely manner within three (3) business days of the Effective Date

1 and periodically thereafter until it receives the Gross Settlement Amount in its entirety.

2 b. Distribution Process and Court Intervention if Gross Settlement Amount is
3 Untimely or Incomplete. If Defendant fails to remit the entire Gross Settlement Amount to the Settlement
4 Administrator in full on the date it is due or within a reasonable time thereafter, then the Settlement
5 Administrator shall refrain from distributing any part of the Gross Settlement Amount until the Parties
6 provide further instruction including by way of the Court's intervention or further orders.

7 c. Interest on Gross Settlement Amount that is Untimely or Incomplete. If Defendant
8 fails to remit the entire Gross Settlement Amount to the Settlement Administrator in full on the date it is
9 due, then Defendant shall be obligated to pay the legal rate of interest on all amounts due and owing until
10 Defendant remits the entire Gross Settlement Amount to the Settlement Administrator along with the
11 accrued interest; the accrued interest shall remain part of the Net Settlement Amount and shall be
12 distributed to Participating Class Members.

13 87. Settlement Fund Distribution. The Settlement Administrator shall, within seven (7)
14 calendar days of receiving the Gross Settlement Amount in full, distribute all payments from the
15 Settlement fund. The Parties and Parties' Counsel shall have the right to monitor and review the
16 administration of the Settlement to verify that monies allocated under this Settlement Agreement are
17 distributed to the correct persons and in correct amounts in keeping with the Final Approval Order and
18 Final Judgment.

19 a. Settlement Administration Costs Distribution. The Settlement Administrator shall
20 distribute Settlement Administration Costs to itself for the Settlement Administrator's execution of
21 settlement administration duties.

22 b. Class Representative Service Awards Distribution. The Settlement Administrator
23 shall distribute the Class Representative Service Awards to Plaintiffs via a checks in their respective
24 names, but to mailed to Class Counsel, separate from any Individual Settlement Payment and Individual
25 PAGA Payment, for Plaintiffs' efforts and risks in bringing and resolving the Action and the for the release
26 of Plaintiffs' Further Released Claims, which the Settlement Administrator shall report as one hundred
27 percent (100%) non-wage income on IRS Form 1099-MISC.

28 c. Class Counsel Fee Award Distribution. The Settlement Administrator shall

1 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer as reasonable attorneys’
2 fees for litigating and resolving the Action, which the Settlement Administrator shall report as one hundred
3 percent (100%) non-wage income on IRS Form 1099-MISC.

4 d. Class Counsel Cost Award Distribution. The Settlement Administrator shall
5 distribute the Class Counsel Fee Award to Class Counsel via secure wire transfer for reimbursement of
6 Class Counsel’s reasonable litigation expenses incurred in litigating and resolving the Action, which the
7 Settlement Administrator shall report as one hundred percent (100%) non-wage income on IRS Form
8 1099-MISC.

9 e. PAGA Payment to the LWDA Distribution. The Settlement Administrator shall
10 distribute the PAGA Payment to the LWDA via secure wire transfer or by other secure means to the
11 LWDA as its seventy-five percent (75%) share of the PAGA Payment.

12 f. Individual PAGA Payment Distribution. The Settlement Administrator shall
13 distribute Individual PAGA Payment checks to all PAGA Members via bulk First Class United States
14 Mail addressed to each intended recipient’s last known mailing based on data in the Class List including
15 all updated data resulting from Class Members’ timely and valid Opt-Out Requests and the resolution of
16 Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as one hundred
17 percent (100%) non-wage income on IRS Form 1099-MISC.

18 g. Individual Settlement Payment Distribution. The Settlement Administrator shall
19 distribute Individual Settlement Payment checks to all Participating Class Members via bulk First Class
20 United States Mail addressed to each intended recipient’s last known mailing based on data in the Class
21 List including all updated data resulting from Class Members’ timely and valid Opt-Out Requests and the
22 resolution of Workweek/PAGA Pay Period Disputes, which the Settlement Administrator shall report as
23 twenty-five percent (25%) wages, subject to reduction for applicable employee payroll taxes and
24 customary withholdings, reportable on IRS Form W-2s and seventy-five percent (75%) non-wage income
25 on IRS Form 1099-MISC.

26 88. 120-Day Reminder Postcard for Uncashed Individual Settlement Payment and Individual
27 PAGA Payment Checks Void. The Settlement Administrator shall, within one hundred and twenty (120)
28 calendar days of mailing Individual Settlement Payment and Individual PAGA Payment checks in bulk,

1 mail a reminder postcard to all Participating Class Members and PAGA Members, who have not cashed
2 or deposited their Individual Settlement Payment or Individual PAGA Payment checks, indicating that if
3 the outstanding Individual Settlement Payment or Individual PAGA Payment check is not cashed or
4 deposited before the date they become void, then they shall become void.

5 a. Check Reissuance and Re-Mailing Prior to Void Date. The Settlement
6 Administrator shall, prior to the date that all Individual Settlement Payment or Individual PAGA Payment
7 checks become void, reissue any misrouted, misplaced, lost or stolen Individual Settlement Payment check
8 or Individual PAGA Payment check to an affected Participating Class Member or PAGA Member, so
9 long as the affected Participating Class Member or PAGA Member's original Individual Settlement
10 Payment check or Individual PAGA Payment check has not been cashed or deposited.

11 b. Transfer of Void Individual Settlement Payment and Individual PAGA Payment
12 Amounts to the Cy Pres Recipient. The Settlement Administrator shall, within ten (10) business days of
13 the date that Individual Settlement Payment checks and Individual PAGA Payment checks become void,
14 transfer all amounts associated with the voided checks via secure wire transfer to Public Counsel, a non-
15 profit organization, who, among other things, provides pro bono legal services at sites across California,
16 and with whom the Parties and Parties' Counsel have no connection or affiliation that could create an
17 appearance of a conflict of interest.

18 89. Settlement Administrator's Report Following Settlement Fund Distribution. The
19 Settlement Administrator shall, following settlement fund distribution and at the Plaintiffs' request,
20 provide written reports or declarations to Plaintiffs and Class Counsel describing, among other things, the
21 process and results of the settlement fund distribution process, including statistics regarding distribution
22 of: (1) Individual Settlement Payments; (2) Settlement Administration Costs; (3) the PAGA Payment to
23 the LWDA; (4) Individual PAGA Payments; (5) the Class Representative Service Awards; (6) the Class
24 Counsel Fee Award; and (7) the Class Counsel Cost Award payable under this Settlement as well as the
25 transfer of all residue to the Cy Pres Recipient, which report or declarations Plaintiffs may file with the
26 Court.

27 **XI. ADDITIONAL SETTLEMENT PROVISIONS**

28 90. Intent to be Binding. The Parties intend this Settlement Agreement to be fully binding on

1 each other and that the Court shall have jurisdiction to enforce the terms and conditions of the Settlement
2 Agreement pursuant to Code of Civil Procedure section 664.6 (or the federal equivalent) upon noticed
3 motion. If any of the Parties breach any terms of this Settlement Agreement and an action is brought to
4 enforce its terms, then the prevailing party in any enforcement action shall be entitled to recover
5 reasonable attorneys' fees and costs.

6 a. Interim Stay of Action. The Parties agree to stay and shall request that the Court
7 stay all proceedings in the Action, except such proceedings necessary to obtain preliminary and final
8 approval of the Settlement to fully implement this Settlement Agreement up to the time the Court enters
9 Final Judgment and the distribution of Settlement funds occurs.

10 b. Effect of Settlement Not Being Final. If this Settlement Agreement does not
11 become final by way of entry of a Final Judgment or by a denial of a preliminary approval or a final
12 approval with prejudice that binds the Parties from exercising their rights to renegotiate a settlement over
13 the same or similar subject matter, then it shall be rendered null and void ab initio. If this Settlement
14 Agreement is rendered null and void ab initio pursuant to this paragraph, then no Class Member or person
15 shall use this Settlement Agreement to support any claim or request for class certification in the Action or
16 in any other civil proceeding against Defendant. The Parties shall, accordingly, proceed in all respects as
17 if this Settlement Agreement had not been executed, except that Plaintiffs, on the one hand, and Defendant,
18 on the other hand, shall pay the Settlement Administration Costs incurred to date to the Settlement
19 Administrator in fifty percent (50%) shares.

20 c. Agreement to Cooperate if Court Fails to Approve Settlement. If the Court does not
21 finally approve this Settlement for any reason and in a manner that does not bind the Parties from
22 exercising their rights to renegotiate a settlement over the same or similar subject matter, then the Parties
23 agree to cooperate to reach a settlement that may be approved by the Court.

24 91. Defendant's Notice and Option to Rescind or Void Settlement. If more than ten percent
25 (10%) of Class Members submit timely and valid Opt-Out Requests, then Defendant may, in its discretion,
26 rescind or terminate its obligations under this Settlement Agreement, subject to payment of all Settlement
27 Administration Costs incurred to date. Defendant must exercise this right within fourteen (14) calendar
28 days after the Settlement Administrator notifies the Parties of the number of timely and valid Opt-Out

1 Requests received, which the Settlement Administrator must do within seven (7) calendar days after the
2 Response Deadline.

3 a. Further Discovery About Defendant's Financial Condition. Defendant shall
4 provide 2018, 2019 and 2020 tax returns and audited financial statements to the Court upon the Court's
5 request. Defendant shall also provide Class Counsel a declaration under penalty of perjury regarding
6 Defendant's financial condition by a declarant with personal knowledge, which Defendant consents
7 Plaintiffs may use to inform the Court when justifying a reduced settlement sum and/or the payment plan.
8 Defendant shall also engage in confirmatory discovery regarding the data, documents, and sampling
9 exchanged for mediation purposes.

10 b. Neutral Employment Reference. If Defendant receives any oral and/or written
11 requests from prospective employers or other persons about Plaintiffs' employment with Defendant, then
12 Defendant shall provide a neutral and objective employment reference, which may include no more than
13 the substance of the following information: that Defendant currently or formerly employed Plaintiffs; the
14 start date and end date of Plaintiffs' respective periods of employment; Plaintiffs' job title(s) while
15 employed; and Plaintiffs' current or final pay rates. Defendant shall refrain from subjectively
16 characterizing Plaintiffs' personal characteristics, qualities, or job performance in any manner and shall
17 not refer to the Action or this Settlement Agreement.

18 c. Best Efforts and Cooperation. The Parties and Parties' Counsel agree to use their
19 best efforts to carry out the terms of this Settlement Agreement and administration thereof including by
20 timely delivering documents and information to each other. Defendant agrees that it shall not oppose
21 Plaintiffs' motion for preliminary approval or motion for final approval nor any motions or requests for
22 fees, costs, or awards so long as Plaintiffs' motions and requests are materially consistent with the terms
23 and provisions of this Settlement Agreement.

24 d. Resolution of Disputes. If the Parties are unable to reach agreement on the form or
25 content of any document needed to implement the Settlement, or on any supplemental provision that may
26 become necessary to effectuate the terms of this Settlement Agreement, then the Parties may seek the
27 assistance of the Court and/or mediator Steven G. Mehta to resolve such disagreement.

28 e. No Discouragement of Class Member Participation or Obstruction of Settlement.

1 The Parties and Parties' Counsel agree not to encourage Class Members to file Opt-Out Requests,
2 Objections, oppositions or other motions that oppose the entry of a Preliminary Approval Order or a Final
3 Approval Order that approves this Settlement Agreement, appeal the entry of the Final Judgment or
4 otherwise obstruct the full and final settlement of the Action including by refraining from obtaining
5 waivers or *Pick Up Stix* agreements from Class Members.

6 f. Continuing Jurisdiction of the Court. Following entry of Final Judgment, the Court
7 shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of
8 this Settlement Agreement and all orders and directives entered in connection therewith. Furthermore, the
9 Parties and Parties' Counsel shall submit to the jurisdiction of the Court for purposes of interpreting,
10 implementing, and enforcing this Settlement Agreement and all orders and directives entered in
11 connection therewith.

12 g. Authorization to Enter into Settlement Agreement. Parties' Counsel warrant and
13 represent they were expressly authorized by the Parties whom they respectively represent to negotiate this
14 Settlement Agreement and to take all appropriate actions required or permitted to be taken, on behalf of
15 the Class, to effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant
16 represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of
17 Defendant. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim, or part of a claim,
18 covered by this Settlement Agreement to any third-party.

19 h. Method of Signature and Counterparts. This Settlement Agreement may be
20 executed by facsimile, electronic, document scan, or other means, in one or more counterparts or
21 duplicates of originals, and each of them shall be deemed an original and shall constitute one instrument.

22 i. Binding on Successors and Assigns. This Settlement Agreement shall be binding
23 upon, and inure to the benefit of, the Parties' successors and assigns.

24 j. Amendment or Modification. This Settlement Agreement shall not be amended or
25 modified in any material respect unless by a written instrument signed by the Parties.

26 k. California Law Governs. All terms of this Settlement Agreement and the Exhibits
27 attached hereto shall be governed by and interpreted according to the laws of the State of California.
28 However, if any material inconsistencies or ambiguities arise during the construction and interpretation of

1 the terms and provisions of any of the Exhibits as compared to the terms and provisions in this Settlement
2 Agreement, then the terms and provisions in this Settlement Agreement shall control.

3 l. Headings. The descriptive headings of any paragraphs or sections of this Settlement
4 Agreement including the capitalized terms therein are inserted for convenience only.

5 m. Construction. The Parties have drafted this Settlement Agreement together. Hence,
6 in any construction of this Settlement Agreement, the same shall not be construed against any of the Parties
7 by reason of any claim that one of the Parties drafted the Settlement Agreement.

8 n. Invalidity of Any Provision. If any term or provision of this Settlement Agreement
9 is deemed invalid, then the Parties agree that the Court should strike the invalid term or provision and then
10 fully construe the remaining terms and provisions valid and in a manner resulting in a construction giving
11 all remaining terms and provisions of this Settlement Agreement validity and enforceability.

12 o. Waivers. The waiver of any breach of this Settlement Agreement shall not be
13 deemed or construed as a waiver of any other breach of this Settlement Agreement, whether prior,
14 subsequent, contemporaneous or continuing.

15 p. Confidentiality Limitation on Public Statements About Settlement. The Parties and
16 Parties' Counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' motion
17 for preliminary approval.

18 92. Severability. If one or more of the provisions contained in this Settlement Agreement is
19 deemed or held invalid, illegal, or unenforceable in any respect, then the invalid, illegal, or unenforceable
20 provisions shall be deemed stricken and the remaining provisions shall remain valid, illegal and
21 enforceable including if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Class,
22 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
23 included in this Settlement Agreement, as necessary, or in lieu of written amendment or modification.

24 93. Entire Agreement. This Settlement Agreement and the attached Exhibits constitute the
25 entire agreement between the Parties. The Exhibits to this Settlement Agreement are an integral part of
26 the Settlement. No oral or written representations, warranties, or inducements have been made to Plaintiffs
27 or Defendant concerning this Settlement Agreement other than the representations, warranties, and
28 covenants contained and memorialized in this Settlement Agreement. No other prior or contemporaneous

1 written or oral agreements shall be deemed binding on the Parties.

2 **IT IS SO STIPULATED.**

3 ****** Remainder of Page Left Intentionally Blank ******

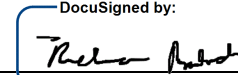
1 DATED: 2/18/2022

Plaintiff SHIRLEY GOEMAAT

2 By: 
3 SHIRLEY GOEMAAT

4 DATED: 2/18/2022

Plaintiff REHANA BALUCH

5 By: 
6 REHANA BALUCH

7 DATED: _____

Defendant ORANGE COUNTY ASSOCIATION
FOR MENTAL HEALTH, a California Corporation

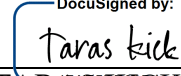
9 By: _____
10 JEFFREY A. THRASH

11 Chief Executive Officer, ORANGE COUNTY
ASSOCIATION OF MENTAL HEALTH

12 **APPROVED AS TO FORM:**

13 DATED: 2/17/2022

THE KICK LAW FIRM, APC

14 By: 
15 TARAS KICK

16 Attorneys for Plaintiffs SHIRLEY GOEMAAT and
17 REHANA BALUCH, individually, and on behalf of
18 all others similarly situated and aggrieved

19 DATED: _____

MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP

21 By: _____
22 STEVEN C. AMUNDSON
ALINA SOOKASIAN

23 Attorneys for Defendant ORANGE COUNTY
24 ASSOCIATION OF MENTAL HEALTH, a
25 Delaware Limited Liability Company

1 DATED: _____

Plaintiff SHIRLEY GOEMAAT

2
3 By: _____
SHIRLEY GOEMAAT

4 DATED: _____

Plaintiff REHANA BALUCH

5
6 By: _____
REHANA BALUCH

7 DATED: _____

Defendant ORANGE COUNTY ASSOCIATION
FOR MENTAL HEALTH, a California Corporation

8
9 By:  _____
JEFFREY A. THRASH

10
11 Chief Executive Officer, ORANGE COUNTY
ASSOCIATION OF MENTAL HEALTH

12 **APPROVED AS TO FORM:**

13 DATED: _____

THE KICK LAW FIRM, APC

14
15 By: _____
TARAS KICK

16
17 Attorneys for Plaintiffs SHIRLEY GOEMAAT and
REHANA BALUCH, individually, and on behalf of
all others similarly situated and aggrieved

18 DATED: March 4, 2022

MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP

19
20 
21 By: _____
STEVEN C. AMUNDSON
ALINA SOOKASIAN

22
23 Attorneys for Defendant ORANGE COUNTY
ASSOCIATION OF MENTAL HEALTH, a
Delaware Limited Liability Company

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 ASSOCIATION FOR MENTAL HEALTH, a
 California Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

SHIRLEY GOEMAAT and REHANA BALUCH,
 individually, and on behalf of others similarly
 situated and aggrieved,

Plaintiffs,

v.

ORANGE COUNTY ASSOCIATION FOR
 MENTAL HEALTH, a California Corporation; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2019-01106371-CU-BT- CXC

*[Assigned for all purposes to the Hon. Peter
 Wilson, Dept CX102]*

**AMENDMENT TO STIPULATION OF CLASS
 AND REPRESENTATIVE ACTION
 SETTLEMENT**

Action Filed:	October 21, 2019
FAC Filed:	June 12, 2020
Trial Date:	None Set

AMENDMENT TO SETTLEMENT AGREEMENT

INTRODUCTION

1. On or around March 4, 2022, Plaintiffs Shirley Goemaat and Rehana Baluch (“Plaintiffs”) and Defendant Orange County Association of Mental Health (“Defendant”) (jointly, the “Parties”) executed the Stipulation of Class and Representative Action Settlement (“Agreement”) in *Goemaat, et al., v. Orange County Association of Mental Health*, Orange County Superior Court, Case No. 30-2019-01106371-CU-BT- CXC (the “Action”).

2. The Parties intend to amend the Agreement according to the terms and conditions set forth in this amending agreement (“Amendment”).

3. In consideration of the Parties’ agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements set forth below.

AMDENDMENTS

The Agreement is amended as follows:

1. The following provisions from the original Agreement are hereby **changed** and shall hereafter be read as follows:

10. Class Notice. “Class Notice” means the Notice of Class and Representative Action Settlement, substantially in the form attached as Exhibit 1, summarizing this Settlement Agreement including its key terms, its binding nature, procedures for opting out of the Settlement and release of Released Claims, and the procedures for objecting to the Settlement.

30. Opt-Out Request. “Opt-Out Request” means a Class Member’s timely and valid written request to be excluded from the Settlement and release of Released Claims, excluding PAGA claims.

63. Releases of Claims Against Released Parties. For and in exchange for Defendant’s performance of its obligations during Settlement Administration and culminating in Defendant completely remitting the entire Gross Settlement Amount to the Settlement

Administrator, the Released Claims shall be deemed released as follows.

- a. Participating Class Members' Release of Released Claims. After Defendant remits the Gross Settlement Amount in full to the Settlement Administrator, Plaintiffs and all other Participating Class Members shall be deemed to have settled and released all Released Claims against the Released Parties.

75. Opt-Out Requests. The Class Notice shall indicate that if a Class Member wishes to be excluded from the Settlement and release of Released Claims, excluding PAGA claims, then the affected Class Member must submit a timely and valid written Opt-Out Request to the Settlement Administrator by United States Mail, facsimile, or other written form no later than the Response Deadline. The Class Notice shall also indicate that if a Class Member submits a timely and valid Opt-Out Request, then the Class Member shall not be entitled to any benefits under the Settlement, excluding the Individual PAGA Payment.

- a. Class Members who also qualify as PAGA Members may not opt-out of the PAGA component of the Settlement and remain entitled to an Individual PAGA Payment.

- b. Class Members who exclude themselves from the Settlement, excluding the PAGA component, shall have no right to object to the Settlement Agreement or appeal the Final Judgment.

2. The following provisions are hereby **deleted** from the Agreement:

64. No Release of Any Individual, Private Rights of Action under PAGA. No Class Member, Participating Class Member, or PAGA Member shall release any PAGA Claims or any individual, private rights of action that arise from PAGA against any person because of this Settlement Agreement and the PAGA Settlement component of the Released Claims. Furthermore, neither the Settlement Administrator's distribution of Individual PAGA Payment checks to, nor the use or enjoyment of any Individual PAGA Payment by Class Members, Participating Class Members, or PAGA Members shall constitute consideration offered or exchanged for the release of any Class Member, Participating Class Member, or PAGA Member's individual, private rights of action against any person.

76. c. Untimely or Invalid Objections. The Class Notice shall indicate that if an Objection is not submitted in a timely and valid manner, then it may result in an affected Class Member's objection not being considered by the Court and that the affected Class Member may be deemed to have waived any right to object to the Settlement.

ENFORCEMENT OF TERMS

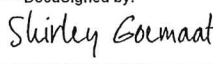
1. The signatories hereto represent that they are fully authorized to enter into this Amendment and bind the Class Representatives, the Settlement Class, and Defendant to all terms stated herein.

2. This Amendment may be executed in one or more counterparts and by facsimile or DocuSign. All executed copies of this Amendment and the Agreement, and photocopies thereof, shall have the same force and effect and shall be as legally binding and enforceable as the original.

3. This Amendment has been drafted jointly by Class Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Amendment or the Agreement, the same shall not be construed against any of the Parties.

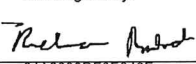
DATED: 5/20/2022

Plaintiff SHIRLEY GOEMAAT

By: 
SHIRLEY GOEMAAT

DATED: 5/20/2022

Plaintiff REHANA BALUCH

By: 
REHANA BALUCH

DATED: 5/26/2022

Defendant ORANGE COUNTY ASSOCIATION
FOR MENTAL HEALTH, a California Corporation

By: 
JEFFREY A. THRASH

Chief Executive Officer, ORANGE COUNTY
ASSOCIATION OF MENTAL HEALTH

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1 **APPROVED AS TO FORM:**

2 DATED: May 27, 2022

THE KICK LAW FIRM, APC

3
4 By: Taras Kick
5 TARAS KICK

6 Attorneys for Plaintiffs SHIRLEY GOEMAAT and
7 REHANA BALUCH, individually, and on behalf of
all others similarly situated and aggrieved

8 DATED: May 27, 2022

MANNING & KASS ELLROD, RAMIREZ,
TRESTER LLP

9
10 By: 
11 STEVEN C. AMUNDSON
12 ALINA SOOKASIAN

13 Attorneys for Defendant ORANGE COUNTY
14 ASSOCIATION OF MENTAL HEALTH, a
Delaware Limited Liability Company