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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JASON BEINBRECH, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees under the California
Private Attorney General Act;

Plaintiff,

vs.

MATTHEWS INTERNATIONAL
CORPORATION, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2226992

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class
Representative (Jason Beinbrech); and
[Proposed] Order filed concurrently
herewith]

Date: December 20, 2023
Time: 1:30 p.m.
Department: S17

Complaint Filed: November 30, 2022
Jury Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jason Beinbrech (“Plaintiff”) in the above-captioned action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers for Justice, PC (“LFJ”) has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, LFJ is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. LFJ is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers for Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, LFJ has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. Since in or around October of 2008, through his work at Lawyers
9 *for Justice, PC*, he has almost exclusively focused on the prosecution of consumer and
10 employment class actions, involving wage-and-hour claims, race discrimination, unfair business
11 practices, or consumer fraud. While employed by Lawyers *for Justice PC*, he has argued over
12 one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
13 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred
14 seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in
15 conjunction with co-counsel, he has successfully litigated cases involving the executive,
16 administrative, and other overtime exemptions to the State of California and federal overtime
17 compensation requirements. Under his supervision, Lawyers *for Justice, PC* has successfully
18 obtained class certification by contested motion practice in approximately fifteen (15) cases in
19 the last decade, and litigated over 1,000 class action or representative action cases.

20 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for Justice, PC*. He
21 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
22 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
23 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
24 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
25 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
26 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
27 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
28 of the State of California and all United States District Courts in the State of California. He has

1 worked on many wage-and-hour class action and representative action cases, taking the lead in
2 taking and defending depositions, arguing motions, and attending mediations. He has played an
3 integral role in preparing matters for class certification, including and not limited to, successful
4 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
5 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
6 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
7 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
8 representative cases have resulted in settlements that have been granted court approval, including
9 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
10 class action or representative action cases which have resulted in settlement.

11 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
12 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
13 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
14 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
15 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
16 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
17 Court. She has taken and defended dozens of depositions and successfully handled motion practice
18 in class action cases regarding discovery (including and not limited to, regarding class contact
19 information), class certification (both contested class certification and stipulated class
20 certification), arbitration agreements, coordination, and intervention. She has successfully
21 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
22 Attorneys General Act ("PAGA") and employer efforts to compel arbitration of PAGA claims,
23 e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017),
24 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*
25 *Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or
26 representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision,
27 the firm has handled the class certification and court approval process for hundreds of class action
28

1 and/or representative action matters that have successfully resolved. She is a member of the
2 California Employment Lawyers Association.

3 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
4 from University of California at Berkeley in 2001, and earned my Juris Doctor degree from
5 Southwestern University School of Law in 2008. I was admitted to practice law in California in
6 2008. I am admitted to practice before all courts of the State of California and all U.S. Federal
7 District Courts in the State of California. I have worked on many wage and hour class action and
8 PAGA representative cases, and my work has included, *inter alia*, researching and drafting
9 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
10 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
11 court appearances. Prior to working at Lawyers *for* Justice, PC, I worked for over a decade at
12 boutique firms providing estate planning and other legal services to the special needs community,
13 including, *inter alia*, representing clients at mediations with school districts and California
14 Regional Centers, handling administrative proceedings involving special education, and probate
15 proceedings involving conservatorship, and acting as court appointed counsel for conservatees in
16 Los Angeles Superior Court as a part of the court’s Court Appointed Counsel (CAC) panel.

17 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
18 **REPRESENTATIVE ACTION CASES**

19 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
20 (“LFJ”) has achieved on behalf of its clients:

21 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a major property management company involving allegations
23 of misclassification of various “manager” positions. On September 20, 2010, the court granted
24 final approval of the class action settlement. The Los Angeles County Superior Court Case
25 Number is BC400414.

26 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of household items involving allegations of
28 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification of
10 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action involving allegations of misclassification of
8 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
9 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
10 the class and PAGA representative action settlement. The Los Angeles County Superior Court
11 Case Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.
28

1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a lumber and hardware company on
5 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
6 and PAGA representative action settlement. The Orange County Superior Court Case Number is
7 30-2014-00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) LFJ firm represented the plaintiff in a PAGA representative action, against
22 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

3 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC569646.

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
11 approval of the class and PAGA representative action settlement. The Los Angeles County
12 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
13 Number is 4819.

14 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a global provider of flexible office
16 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC498401.

19 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 County Superior Court Case Number is VCU264528.

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.
28

1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
13 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
14 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
15 and the Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class and PAGA representative action against a medical equipment supplier on
24 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
25 for class certification and certified a class. The San Bernardino County Superior Court Case
26 Number is CIVDS1505744.

27 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
28 wage-and-hour class and PAGA representative action against a medical equipment supplier on

1 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
2 for class certification and certified a class. The San Bernardino County Superior Court Case
3 Number is CIVDS1505744.

4 jj) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
5 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
6 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
7 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
8 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
9 of the PAGA representative action settlement. The San Diego County Superior Court Case
10 Number is 34-2015-00175330.

11 kk) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a large national drug testing
13 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
14 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
15 granted final approval of the class and PAGA representative action settlement. The San Diego
16 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

17 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
19 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
20 court granted in part the plaintiff's motion for class certification and certified a class. The
21 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
22 Judicial Council Coordination Proceeding Number is 4930.

23 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a plastic packaging company on
25 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. On November 8, 2021, the court granted approval of
27 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
28 CIVDS1507361.

nn) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

oo) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT A**" is a true and correct copy of the fully executed Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff Jason Beinbrech, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Matthews International Corporation ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action and PAGA Settlement ("Class Notice"), which is attached as "EXHIBIT 1" to the Proposed Order filed concurrently herewith, and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, the Class is estimated to consist of approximately Two Hundred Forty (240) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar complex wage and hour class action and/or representative action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly

1 had the case progressed through certification, trial, and/or appeals.

2 11. Plaintiff's Counsel has litigated the case since the Original Complaint was filed May
3 29, 2020, and was actively preparing the matter for class certification and trial. The ongoing work
4 has been extensive, demanding, and ultimately successful in achieving a substantial settlement
5 resolution. Before filing the Original Complaint, Class Counsel investigated and researched the
6 facts and circumstances underlying the pertinent issues and applicable law. This required thorough
7 discussions and interviews with Plaintiff and Class Members, and research into the various legal
8 issues in this case, namely, the current state of the law as it applied to class certification,
9 representative PAGA actions, off-the-clock theory, arbitration agreements, alternative workweek
10 schedules, rounding, meal and rest periods, meal waivers, wage-and-hour law and enforcement,
11 Plaintiff's allegations, and Defendant's potential defenses. Based on Class Counsel's research and
12 investigations, Class Counsel determined that Plaintiff's claims were well-suited for adjudication
13 on a class-wide basis owing to what appeared to be a common course of conduct affecting a
14 similarly-situated group of non-exempt employees of Defendant within the State of California

15 12. After significant investigations and informal discovery, the Parties have engaged in
16 extensive settlement negotiations. The Parties' efforts to negotiate a settlement included
17 participating in a private mediation on May 5, 2021 and a second mediation on December 20,
18 2021, both conducted by Jeffrey Krivis, Esq., a well-respected wage and hour class action
19 mediator, which resulted in reaching the proposed Settlement. Prior to and during the mediations
20 and ongoing settlement discussions, the Parties exchanged class information and engaged in an
21 intensive discussion regarding their evaluations of the case and various aspects of the case,
22 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
23 proceeding with class certification and/or representative adjudication, the law relating to class
24 certification, representative PAGA actions, off-the-clock theory, arbitration agreements,
25 alternative workweek schedules, rounding, meal and rest periods, meal waivers, wage-and-hour
26 law and enforcement, as well as the evidence produced and analyzed, and the possibility of
27 appeals, among other things. During all settlement discussions, the Parties conducted their
28 negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable

1 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
2 the merits and at certification, and Plaintiff and Plaintiff's Counsel believed that they would be
3 able to obtain class certification and prevail at trial. After conducting investigations, informal
4 discovery, and exchange of information, extensive settlement negotiations, and with the aid of the
5 mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given
6 the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides
7 that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution
8 of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released
9 PAGA Claims of the State of California and PAGA Employees.

10 13. Both sides used the pre mediation time period to investigate the veracity, strength,
11 and scope of the claims, and Plaintiff's Counsel was preparing the action for class certification
12 and trial. Plaintiff's Counsel conducted significant investigation and informal discovery regarding
13 the facts of the case, including and not limited to, the exchange, review, and analysis of a large
14 volume of documents and data obtained from Defendant, Plaintiff, and other sources. Class
15 Counsel worked with Plaintiff to prepare and provide Initial Disclosures. The volume of data and
16 documents that Plaintiff's Counsel reviewed and analyzed included and was not limited to:
17 Plaintiff's employment records, a detailed sampling of Class Members' time and pay records, class
18 datapoints, internal memoranda and relevant policies (including, but not limited to policies
19 regarding: timekeeping, clocking in and out, tardiness, California meal and rest period policy, off-
20 premises meals and rest breaks, company sponsored events, and overtime), and various agreements
21 (including, *inter alia*, first and second meal break waivers and arbitration agreements), among other
22 information and documents. Plaintiff's Counsel interviewed Plaintiff and other percipient
23 witnesses to gather information regarding the facts and circumstances surrounding Plaintiff and
24 putative class members' employment. Counsel for the Parties also met and conferred on numerous
25 occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of
26 documents and data prior to each of the mediations. Plaintiff's Counsel also drafted pleadings and
27 the mediation briefs and prepared for and attended court proceedings, two mediations, and
28 settlement negotiations, among other tasks.

1 13. Counsel for the Parties have also invested time researching and investigating the
2 applicable law, which is constantly evolving as it relates to class certification, representative
3 PAGA actions, off-the-clock theory, arbitration agreements, alternative workweek schedules,
4 rounding, meal waivers, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's
5 claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on
6 Plaintiff's Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

7 14. The Settlement provides for a Gross Settlement Amount of One Million One
8 Hundred Thousand Dollars (\$1,100,000). The Settlement also provides that, to the extent the
9 Workweeks worked by Class Members is determined to be more than 32,042 for the period starting
10 May 29, 2016 through March 20, 2021, the Defendant may either choose to end the Class and
11 PAGA Period on March 20, 2021 *or* increase the Gross Settlement amount proportionally to the
12 extent the Workweeks for the relevant period exceed 32,042. The Net Settlement Amount is the
13 Gross Settlement Amount less the following amounts subject to approval by the Court: Attorneys'
14 Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, Settlement Administration
15 Costs to the Settlement Administrator, and the PAGA Payment (75% of which will go to the
16 LWDA, and 25% of which will go to the PAGA Employees). Assuming that the amounts allocated
17 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
18 that will be available for distribution to Settlement Class Members is currently estimated to be Six
19 Hundred Twenty-Three Thousand Dollars (\$623,000.00). Additionally, 25% of the PAGA
20 Payment (i.e., the PAGA Payment Shares), which is Ten Thousand Dollars (\$10,000.00), will be
21 distributed to PAGA Employees. The Gross Settlement Amount will be fully distributed in
22 accordance with the terms of the Settlement and there is no reversion to Defendant.

23 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
24 Administrator") to handle the notice and settlement administration process. The Parties
25 respectfully request that the Court appoint Simpluris to handle these procedures and serve as the
26 Settlement Administrator. Defendant will provide Simpluris with a list of Class Members that
27 Defendant will compile from its records, which will include each Class Member and PAGA
28 Employee's full name, most recent mailing address and telephone number, Social

1 Security number, most recent e-mail address, number of Workweeks during the Class Period,
2 number of PAGA Workweeks during the PAGA Period, and number of Workweeks during the
3 period from May 29, 2016 through March 20, 2022 (“Class Data”). The Settlement Administrator
4 will calculate each Class Member’s estimated share of the Net Settlement Amount (“Individual
5 Settlement Payment”) and estimated share of the PAGA Payment Shares (“PAGA Payment
6 Share”). The Settlement Administrator will also receive Opt Outs, Objections, and Disputes
7 Regarding Workweeks; provide necessary reports and declarations; calculate, subtract, and
8 transmit necessary taxes and withholdings; prepare and submit informational and other tax filings
9 and documents; issue and transmit all payments provided for by the Settlement, including and not
10 limited to, mailing Individual Settlement Payments to Settlement Class Members, and mailing
11 PAGA Payment Shares to PAGA Employees; perform an initial National Change of Address
12 (“NCOA”) search upon receipt of the Class Data and perform one skip trace on Class Notices
13 which are returned as undeliverable; and perform any other usual and customary duties for
14 administering a class action settlement. Settlement Administration Costs are currently estimated
15 not to exceed Ten Thousand Dollars (\$10,000.00) and will be paid out of the Gross Settlement
16 Amount, subject to approval of the Court.

17 16. Based on investigation and information discovered, Plaintiff’s Counsel believes that
18 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
19 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
20 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
21 associated premium pay, failed to timely pay wages during employment and upon termination of
22 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
23 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
24 business practices and conduct giving rise to civil penalties recoverable under the Private
25 Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also
26 asserted that Class Members were expected to perform similar job duties and were subject to the
27 same or similar operations and employment policies, practices, and procedures. Additionally,
28 Plaintiff asserted that Defendant’s recordkeeping practices with respect to Plaintiff and Class

1 Members were substantially the same during the time period at issue. As a result of said alleged
2 uniform practices, Plaintiff claims that Class Members were not paid all of the compensation that
3 was owed to them by Defendant. Thus, in Plaintiff's Counsel's view, it is clear that the outcome
4 of this litigation would be determined by Defendant's uniform operations and employment
5 practices, policies, and procedures that Plaintiff alleges applied across Defendant's non-exempt
6 employees in California during the relevant time period.

7 17. Plaintiff's Counsel is aware of the defenses and position of Defendant, but believes
8 that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and
9 Plaintiff's Counsel have also taken into account the uncertainty and risk of the outcome of further
10 litigation, and the difficulties and delays inherent in such litigation, including those involved in
11 class certification and/or representative adjudication. Plaintiff and Plaintiff's Counsel further
12 recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuit,
13 Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery.
14 Plaintiff and Plaintiff's Counsel have also considered the Parties' settlement discussions, as well
15 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
16 employment matters.

17 18. Defendant, on the other hand, denied and continues to deny any liability and
18 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
19 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
20 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
21 also had the opportunity to conduct investigations and gather documents and information relating
22 to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
23 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
24 of documents and data, including but not limited to a detailed sampling of Class Members' time
25 and pay information, to determine the potential value and strength of the claims. The available
26 information enabled Plaintiff's Counsel to assess and value the class and PAGA claims and
27 prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have
28 conducted adequate investigation and discovery to be sufficiently informed of the nature and

1 extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for
2 its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
3 weaknesses of each side's position and the uncertainty of how the case might have concluded at
4 certification, trial, and/or appeals.

5 19. The Settlement Agreement provides for Plaintiff's Counsel to apply for attorneys'
6 fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount
7 (i.e., \$385,000) and expenses and costs in an amount not to exceed Thirty-Two Thousand Dollars
8 (\$32,000), which will be paid out of the Gross Settlement Amount, subject to approval by the
9 Court. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation
10 and will not receive any compensation until recovery is obtained.

11 20. The Settlement Agreement provides for payment of up to Ten Thousand Dollars
12 (\$10,000.00) to Plaintiff as an Enhancement Award, to be paid out of the Gross Settlement Amount
13 subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant
14 documents and past employment records and to provide the facts and evidence necessary to
15 attempt to prove the allegations. Plaintiff was available whenever Plaintiff's Counsel needed him,
16 and actively tried to obtain information that would facilitate the pursuit of the class and PAGA
17 claims. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award, in
18 addition to an individual settlement payment, for services performed in the matter on behalf of the
19 Class and State of California.

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1 27. Plaintiff's Counsel submits that the Settlement is fair, reasonable, and adequate, and
2 is in the best interests of Plaintiff, the Class, and the State of California. Plaintiff's Counsel further
3 submits that the Settlement is within an acceptable range of recovery for this type of litigation
4 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
5 and the costs and risks associated with class certification, representative adjudication, trial, and/or
6 appeals.

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8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct.

10 Executed on this 17th day of November 2023, at Glendale, California.

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13 Annabel Blanchard
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EXHIBIT A

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Settlement” or “Agreement”) is
3 made by and between Plaintiff Jason Beinbrech (“Plaintiff”) and Defendant Matthews
4 International Corporation (“Defendant” or “Matthews”) (collectively “the Parties”) with regard to
5 the lawsuit titled *Jason Beinbrech v. Matthews International Corporation*, Case No.
6 CIVSB2226992 pending in the Superior Court of California for the County of San Bernardino (the
7 “Action”).

8 **THE SETTLEMENT**

9 1. Subject to the Court’s approval pursuant to Section 382 of the California Code of
10 Civil Procedure and Rule 3.769 of the California Rules of Court, Plaintiff and Defendant have
11 agreed to settle the Action, Released Class Claims, and Released PAGA Claims, upon the terms
12 and conditions and for the consideration set forth in this Agreement.

13 **DEFINITIONS**

14 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
15 meanings set forth below:

16 2. “Action” means the lawsuit filed by Plaintiff in the Superior Court of the State of
17 California for the County of San Bernardino titled, *Jason Beinbrech v. Matthews International*
18 *Corporation*, Case No. CIVSB2226992. (A prior lawsuit was filed by Plaintiff in the Superior
19 Court of the State of California for the County of San Bernardino titled, *Jason Beinbrech v.*
20 *Matthews International Corporation*, Case No. CIV-DS-2016242, and was later removed to the
21 United States District Court, Central District of California, Case No: 5:20-cv-01971-FLA-SP
22 (“Original Action”). The prior lawsuit was dismissed *without prejudice*.)

23 3. “Class” or “Class Member(s)” means all current and former non-exempt California
24 employees of Matthews International Corporation and its wholly-owned subsidiary The York
25 Group, Inc. and The York Group, Inc.’s wholly-owned subdivision Matthews Granite Company,
26 who were paid wages by Defendant at any time during the Class Period.

27 4. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh at
28 Lawyers for Justice, PC.

1 5. “Class Period” means between May 29, 2016 through Preliminary Approval or
2 such earlier date pursuant to Paragraph 91.b.

3 6. “Class Representative” or “Plaintiff” means plaintiff Jason Beinbrech.

4 7. “Class Settlement” means the settlement and release of the Released Class Claims.

5 8. “Complaint” or “Operative Complaint” means the Class Action Complaint for
6 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698,
7 Et Seq. filed in the Action on November 30, 2022.

8 9. “Court” means the Superior Court of California, for the County of San Bernardino.

9 10. “Defendant” means Defendant Matthews International Corporation.

10 11. “Defense Counsel” means Jennifer C. Terry, Mona A. Razani, and Corrie J. Buck
11 of Reed Smith LLP.

12 12. “Effective Date” means the first date upon which all of the following events have
13 occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense
14 Counsel; (b) the Court has preliminarily approved the Settlement; (c) notice has been properly
15 given to Class Members; (d) the Court has held a Final Fairness and Approval Hearing and
16 entered the Final Approval Order and Judgment approving the Settlement; and (e) in the event no
17 appeal is filed, then sixty-five (65) calendar days after the entry of the Final Approval Order and
18 Judgment, or, if an appeal is filed from the Final Approval Order and Judgment, upon the final
19 dismissal of the appeal, writ or other appellate proceeding opposing this Agreement. In this
20 regard, it is the intention of the Parties that the Settlement shall not become effective until the
21 Court’s order approving the Settlement has become completely final, and there is no timely
22 recourse by an appellant or objector who seeks to contest the Settlement.

23 13. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
24 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
25 Payments that constitutes wages. This additional amount shall be paid by Defendant along with
26 the Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator shall
27 handle the calculation of the taxes owed, payment of such amounts to the appropriate agencies,
28 and reporting.

1 14. “Enhancement Award” means any payment to the Class Representative for his
2 service to the Class and his individual release as set forth in Paragraph 92, which is in addition to
3 whatever payments he may otherwise be entitled to as a Settlement Class Member and PAGA
4 Employee.

5 15. “Final Fairness and Approval Hearing” means the hearing to be requested by
6 Plaintiff and conducted by the Court after the filing by Plaintiff of an appropriate motion and
7 following appropriate notice to Class Members giving Class Members an opportunity to opt out
8 from the Class Settlement or to object to the Class Settlement, at which time Plaintiff shall request
9 that the Court finally approve the fairness, reasonableness, and adequacy of the terms and
10 conditions of the Settlement, enter the Final Approval Order and Judgment, and take other
11 appropriate action.

12 16. “Final Approval Order and Judgment” means the order and judgment to be entered
13 by the Court upon granting final approval of the Settlement and this Agreement as binding upon
14 the Parties and the Settlement Class Members (i.e., those Class Members who do not properly and
15 timely submit a written Opt Out).

16 17. “Gross Settlement Amount” or “GSA” means the maximum amount (not including
17 the Employer’s Share of Payroll Taxes) that Defendant shall be required to pay under this
18 Agreement, which shall be inclusive of all Individual Settlement Payments to Settlement Class
19 Members (and employees’ share of payroll taxes on any portion of the Individual Settlement
20 Payments to the Settlement Class Members that constitutes wages), PAGA Payment Shares to
21 PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Settlement Administration Costs,
22 Enhancement Award to the Class Representative, and LWDA Payment to the California Labor
23 Workforce Development Agency (“LWDA”). The Gross Settlement Amount is One Million One
24 Hundred Thousand Dollars and No Cents (\$1,100,000.00).

25 18. “Individual Settlement Payment” means a Settlement Class Member’s *pro rata*
26 share of the Net Settlement Amount, based on his or her individual Workweeks. The Individual
27 Settlement Payment shall be determined as described in Paragraph 77 below. If a Class Member
28 is also a PAGA Employee, the individual shall also receive a PAGA Payment Share.

1 19. “Net Settlement Amount” means the amount of money payable to Settlement Class
2 Members, which is the amount remaining after all Individual Settlement Payments to Settlement
3 Class Members (and employee payroll withholdings/taxes applicable to the Individual Settlement
4 Payments made to Settlement Class Members), LWDA Payment to the LWDA, PAGA Payment
5 Shares to PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to
6 the Class Representative, and Settlement Administration Costs, are deducted from the Gross
7 Settlement Amount.

8 20. “Notice of Class Action and PAGA Settlement” or “Notice” means the form
9 attached hereto as **Exhibit 1** or whichever form is approved by the Court that shall be provided to
10 the Class Members to inform them of the terms of this Agreement and their rights and options
11 related thereto in the various methods described in Paragraphs 59 and 61-62 below. Upon approval
12 by the Court, the Notice of Class Action and PAGA Settlement shall be translated into Spanish,
13 and both the English and Spanish versions shall be provided to the Class Members.

14 21. “Objection” means a Class Member’s written objection to the Class Settlement.
15 Any Objection shall be in the form described in Paragraphs 71-72 below.

16 22. “Opt Out” means a written request that a Class Member may submit to be excluded
17 from the Class Settlement. Any Opt Out shall be in the form described in Paragraph 67 below.

18 23. “PAGA Employees” means all current and former non-exempt California
19 employees of Matthews, and its wholly-owned subsidiary The York Group, Inc. and The York
20 Group, Inc.’s wholly-owned subdivision Matthews Granite Company, who were paid wages by
21 Defendant at any time during the PAGA Period.

22 24. “PAGA Letter” means Plaintiff’s notice of alleged California Labor Code
23 violations and intent to pursue civil penalties pursuant to California Labor Code Private Attorneys
24 General Act of 2004, California Labor Code Sections 2698, *et seq.* (“PAGA”), sent to the LWDA
25 pursuant to California Labor Code Section 2699.3(l), on or about March 20, 2020.

26 25. “PAGA Payment” means the amount that the Parties have agreed to pay to the
27 LWDA and the PAGA Employees as civil penalties pursuant to the California Labor Code Private
28 Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.* (“PAGA”). The

1 Parties have agreed that Forty Thousand Dollars and No Cents (\$40,000) from the Gross
2 Settlement Amount. Pursuant to Labor Code Section 2699(i), it shall be distributed as follows:
3 25%, or \$10,000, to the PAGA Employees and 75%, or \$30,000, to the LWDA (“LWDA
4 Payment”). If it should later be determined by the Court that an additional amount is needed to
5 effectuate a full and complete release of all PAGA claims, the amount shall be deducted from the
6 Gross Settlement Amount.

7 26. “PAGA Payment Share” means a PAGA Employee’s pro rata share of 25% of the
8 PAGA Payment, based on his or her PAGA Workweeks. The PAGA Payment Share for PAGA
9 Employees shall be calculated as described in Paragraph 78 below.

10 27. “PAGA Period” means the period between March 20, 2019 through Preliminary
11 Approval or such earlier date pursuant to Paragraph 91.b.

12 28. “PAGA Settlement” means the settlement and release of the Released PAGA
13 Claims.

14 29. “PAGA Workweeks” means the total number of Workweeks worked by each
15 PAGA Employee during the PAGA Period based on Defendant’s records.

16 30. “PAGA Workweek Payment Rate” means the gross amount that shall be paid for
17 each PAGA Workweek for PAGA Employees as described below in Paragraph 78.

18 31. “Party” or “Parties” means Plaintiff and Defendant.

19 32. “Preliminary Approval Order” means the order to be issued by the Court approving
20 and authorizing the mailing of the Notice of Class Action and PAGA Settlement by the Settlement
21 Administrator, setting the date of the Final Fairness and Approval Hearing and granting
22 preliminary approval of the Settlement set forth in this Stipulation, among other things,
23 substantially in the form attached as **Exhibit 2**, or as subsequently modified with the approval of
24 counsel for all Parties.

25 33. “Proof of Work” means document(s) that a Class Member and/or PAGA Employee
26 may submit to the Settlement Administrator to show that they are entitled to payment based upon
27 a different number of Workweeks and/or PAGA Workweeks than the number(s) calculated by the
28 Settlement Administrator based upon Defendant’s data. Adequacy of the Proof of Work

submitted will be evaluated by Class Counsel, Defense Counsel, and the Settlement Administrator. In the event of a disagreement, the Settlement Administrator will make the final decision.

34. “Released Class Claims” are defined in Paragraph 99 below.

35. “Released PAGA Claims” are defined in Paragraph 100 below.

36. “Released Parties” means Matthews International Corporation and each of its respective present and former parents, affiliates, divisions and subsidiaries, and acquired companies, including but not limited to The York Group, Inc. and Matthews Granite Company, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing.

37. “Response Deadline” means the sixty (60) calendar day period following the date the Settlement Administrator mails the Notice of Class Action and PAGA Settlement to Class Members within which any Class Member may: (a) submit a written Opt Out to be excluded from the Class Settlement; (b) submit an Objection to the Class Settlement; and/or (c) submit a dispute regarding their Workweeks and/or PAGA Workweeks through a Proof of Work. For purposes of this definition, the term “submit” refers to the date by which the correspondence is postmarked, faxed, or emailed and is thereafter received by the Settlement Administrator. All Opt Outs and Objections must be submitted on or before the end of the Response Deadline or within the extended deadline for certain Class Members only as expressly described in Paragraph 61(a).

38. “Settlement” means this Agreement and all Exhibits hereto, which provide the terms for the final and complete disposition of the Action.

39. “Settlement Administrator” means Simpluris, Inc.

40. “Settlement Administration Costs” means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Gross Settlement Amount, including, but not limited to: (i) translating into Spanish, printing and emailing and mailing and re-mailing (if necessary) of Notices of Class Action and PAGA Settlement to Class Members and PAGA Employees; (ii) posting a copy of the Notice and a copy of the Final

1 Approval Order and Judgment on its website; (iii) preparing and submitting to Settlement Class
2 Members, PAGA Employees, and government entities all appropriate tax filings and forms; (iv)
3 computing the amount of and distributing Individual Settlement Payments, PAGA Payment
4 Shares, Class Representative Service Award, and Class Counsel Attorneys' Fees, Costs and
5 Expenses; (v) processing and validating Opt Outs; and (vi) calculating and remitting to the
6 appropriate government agencies all employer and employee payroll tax obligations arising from
7 the Settlement and preparing and submitting filings required by law in connection with the
8 payments required by the Settlement.

9 41. "Settlement Class Members" means Plaintiff and all other Class Members who do
10 not submit a timely and valid Opt Out under the process described in Paragraph 67.

11 42. "Workweeks" means the total number of weeks worked by each Class Member
12 during the Class Period as a non-exempt employee in California, based on Defendant's records, to
13 be calculated by Defendant. Defendant shall identify all Class Members who worked at any time
14 during the Class Period, then identify through payroll and timekeeping data the total number of
15 weeks in which all Class Members performed any work during the Class Period. For each
16 individual Class Member's Workweeks tally, the Defendant will determine, using payroll and
17 timekeeping data, the number of weeks in which the individual Class Member performed any
18 work during the Class Period. For the time period from May 29, 2016 to January 1, 2017, for
19 which payroll and timekeeping data are unavailable (the "Unavailable Period"), the individual
20 workweeks for each Class Member who worked at any time during the Unavailable Period, shall
21 be calculated using hire and termination dates (if applicable), calculating the days during the
22 Unavailable Period that the Class Member was employed, dividing by seven, and rounding up to
23 the nearest whole number, and adding the resultant estimated workweeks during the Unavailable
24 Period to the number of Workweeks the Class Member was employed during the rest of the Class
25 Period (if any).

26 43. "Workweek Payment Rate" means the gross amount that shall be paid for each
27 Workweek as described below in Paragraph 77.

28 ///

BACKGROUND

44. On May 29, 2020, Plaintiff Jason Beinbrech (“Plaintiff”) filed a putative class action complaint (“Original Complaint”) in San Bernardino County Superior Court against Matthews International Corporation (“Matthews”), assigned case number CIV-DS-2016242, seeking damages, restitution, penalties, unpaid wages, injunctive relief, declaratory relief, pre- and post-judgment interest, costs, attorneys’ fees, and any other relief deemed appropriate by the Court, on the basis of alleged violations by Defendant, including the following: (1) violation of California Labor Code §§ 510 and 1198 (failure to pay overtime); (2) violation of California Labor Code §§ 226.7 and 512 (a) (failure to provide compliant meal periods and associated premiums); (3) violation of California Labor Code § 226.7 (failure to provide compliant rest periods and associated premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (failure to pay minimum wages); (5) violation of California Labor Code §§ 201 and 202 (failure to timely pay final wages); (6) violation of California Labor Code § 204 (failure to timely pay wages during employment); (7) violation of California Labor Code § 226(a) (failure to provide non-compliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse business expenses); (10) violation of California Business & Professions Code §§ 17200, *et seq.*; and (11) violation of California Labor Code § 2698, *et set.* (California Labor Code Private Attorneys General Act of 2004).

45. On September 23, 2020, Defendant removed the case to the United States District Court, Central District of California, and the case was assigned Case No: 5:20-cv-01971-FLA-SP.

46. On September 21, 2020, Defendant filed its Answer to Plaintiff’s Original Complaint.

47. On September 21, 2022, Case No: 5:20-cv-01971-FLA-SP was dismissed *without prejudice*.

48. On November 30, 2022, Plaintiff filed a putative class action complaint (“Operative Complaint”) in San Bernardino County Superior Court against Matthews International Corporation, case number CVSB2226992. Through the Operative Complaint, Plaintiff, seeks

1 damages, restitution, penalties, unpaid wages, injunctive relief, declaratory relief, pre- and post-
2 judgment interest, costs, attorneys' fees, and any other relief deemed appropriate by the Court, on
3 the basis of alleged violations by Defendant, including the following: (1) violation of California
4 Labor Code §§ 510 and 1198 (failure to pay overtime); (2) violation of California Labor Code §§
5 226.7 and 512 (a) (failure to provide compliant meal periods and associated premiums); (3)
6 violation of California Labor Code § 226.7 (failure to provide compliant rest periods and
7 associated premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (failure
8 to pay minimum wages); (5) violation of California Labor Code §§ 201 and 202 (failure to timely
9 pay final wages); (6) violation of California Labor Code § 204 (failure to timely pay wages during
10 employment); (7) violation of California Labor Code § 226(a) (failure to provide non-compliant
11 wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite
12 payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse
13 business expenses); (10) violation of California Business & Professions Code §§ 17200, *et seq.*;
14 and (11) violation of California Labor Code § 2698, *et set.* (California Labor Code Private
15 Attorneys General Act of 2004)

16 49. Defendant denies each of the allegations of the Original Complaint, the PAGA
17 Letter, and Operative Complaint, denies Defendant has any liability for the claims of Plaintiff, the
18 putative class he purports to represent or any allegedly aggrieved employee, and denies that
19 Plaintiff, the putative class he purports to represent or any allegedly aggrieved employee is entitled
20 to any relief.

21 50. Class Counsel and Defense Counsel have extensive experience in litigating wage
22 and hour class actions in California. Class Counsel and Defense Counsel have vigorously litigated
23 the Original Action and Action since their inception.

24 51. On May 5, 2021, the Parties engaged in mediation before Jeffrey Krivis, Esq., an
25 experienced mediator in this area of law. The mediation was not successful and the Parties
26 continued to litigate the Original Action while continuing to engage in settlement discussions over
27 the course of several months through the mediator.

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1 52. On December 20, 2021, the Parties again engaged in a second mediation, which
2 was also before Jeffrey Krivis. During the mediation, Plaintiff and Defendant agreed on the
3 principal terms of a settlement and, thereafter, executed a Memorandum of Understanding
4 (“MOU”) to memorialize their agreement on or about February 24, 2022. The MOU is superseded
5 in all respects by this Agreement.

6 53. This Agreement is made in compromise of and embraces all claims against any of
7 the Released Parties as enumerated in Paragraphs 99-100 below.

8 54. Because the Action is a putative class and representative action, this Agreement
9 must receive preliminary and final approval by the Court. Accordingly, Plaintiff and Defendant
10 enter into this Agreement on a conditional basis. Should the Court, or any other court taking
11 jurisdiction of this matter, decline to approve all material aspects of the Settlement or make any
12 ruling substantially altering the material terms of the Settlement, the Settlement shall be voidable
13 and unenforceable as to Plaintiff and Defendant, at the option of any Party. Subject to the
14 requirements of the immediately preceding sentence, any Party may exercise its option to void this
15 Settlement by giving notice, in writing, to the other Parties and to the Court at any time before
16 final approval by the Court of the Settlement. In the event that the Effective Date, as defined
17 herein does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no
18 force or effect whatsoever, and shall not be referred to or utilized for any purpose. Defendant
19 denies all of Plaintiff’s claims and all class and representative claims as to liability and damages.
20 Defendant expressly reserves all rights to challenge any and all such claims and allegations upon
21 all procedural and factual grounds, including the assertion of all defenses, if the Effective Date of
22 the Settlement does not occur. Likewise, Plaintiff expressly reserves all rights to pursue, amend,
23 dismiss or otherwise dispose of the claims covered under this Settlement, including but not limited
24 to seeking damages, restitution, fees, expenses, interest and/or any other monetary amount in
25 excess of the GSA set forth above for the claims included in the Action or for any other claims
26 Plaintiff may have against Defendant, in the event the Effective Date of the Settlement does not
27 occur.

28 55. Plaintiff and Class Counsel have concluded, after taking into account the sharply

1 disputed factual and legal issues involved in the Original Action and Action, the risks attending
2 further prosecution, and the substantial benefits to be received pursuant to settlement as set forth in
3 this Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiff, the
4 Class, the State of California, and the PAGA Employees, and is fair and reasonable.

5 56. Similarly, Defendant has concluded, after taking into account the sharply disputed
6 factual and legal issues involved in the Original Action and Action, the risks and expense
7 attending further litigation, and its desire to put the controversy to rest, that settlement on the terms
8 set forth herein is in their best interest and is fair and reasonable.

9 57. This Settlement contemplates (i) entry of an order preliminarily approving the
10 Settlement, (ii) distribution of the Notice of Class Action and PAGA Settlement to Class Members
11 and PAGA Employees, and (iii) entry of a Final Approval Order and Judgment. The Court shall
12 retain jurisdiction over the Action and Parties for purposes of enforcing the Settlement and
13 resolving any disputes relating to the Settlement.

14 **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

15 **Preliminary Approval of Settlement**

16 58. As soon as practicable, Class Counsel shall submit this Agreement to the Court for
17 its preliminary approval. Plaintiff shall also move the Court to enter a Preliminary Approval
18 Order, in a form to be jointly agreed upon by the Parties, and to conditionally certify the Class for
19 purposes of the Settlement only. Class Counsel shall provide the motion for preliminary approval
20 to Defense Counsel for review of the substance contained in the motion for preliminary approval
21 at least two (2) calendar days prior to filing. The submission shall also include admissible
22 evidence as may be required for the Court to certify the Class for purposes of the Settlement and to
23 determine that the Settlement is fair, adequate, and reasonable, as required by California Code of
24 Civil Procedure section 382. The submission shall also include the Notice of Class Action and
25 PAGA Settlement in the form attached hereto as **Exhibit 1**. In connection with the motion, Parties
26 will jointly prepare and submit a proposed order which shall, among other things, set a Final
27 Fairness and Approval Hearing date. Plaintiff and Defendant agree that the conditional
28 certification of the Class for settlement purposes only is in no way an admission by any of the

Released Parties that class certification would otherwise be proper.

Notice to Class Members and PAGA Employees

59. Following the Court's order granting preliminary approval of the Settlement, the Settlement Administrator shall disseminate the Notice of Class Action and PAGA Settlement in the form approved by the Court, to the Class Members and PAGA Employees.

Cooperation

60. The Parties agree to cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, the timely execution of such documents and such other acts as may be reasonably necessary to implement the terms of this Settlement. Neither the Parties nor any of their attorneys or agents shall solicit or encourage any Class Members to exclude themselves from the Class Settlement or to object to the Class Settlement. The Parties to the Settlement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

Notice of Class Action and PAGA Settlement by Mail

61. The Settlement Administrator shall, within forty-five (45) calendar days of entry of the Preliminary Approval Order, translate the Notice of Class Action and PAGA Settlement into English and Spanish and mail the Notice to each Class Member and PAGA Employee by First-Class United States Mail, using the most recent address available to the Settlement Administrator for mail delivery, after updating addresses (provided by Defendant to the Settlement Administrator in the Class Data) using the National Change of Address Database. The Settlement Administrator shall also, within ten (10) calendar days of mailing the Notice, send an electronic copy of the Notice via email to the last known email addresses (to the extent available) of each Class Member and PAGA employee.

a. Any Notice returned to the Settlement Administrator as non-delivered on or before the Response Deadline with a forwarding address from the U.S. postal service shall be re-mailed to the forwarding address affixed thereto within three (3) business days. For any Notice returned to the Administrator as non-delivered on or before the Response Deadline without a

1 forwarding address from the U.S. postal service, the Settlement Administrator shall promptly
2 attempt to determine a correct address by the use of skip-tracing, or other automated search, and
3 shall then perform a re-mailing to the Class Member whose Notice was returned as non-delivered,
4 assuming another mailing address is identified by the Settlement Administrator, within three (3)
5 business days. In the case of a re-mailed Notice, a letter prepared by the Settlement Administrator
6 will be included with the re-mailed Notice, stating that the recipient of the Notice has until the
7 original Response Deadline set forth on the Notice, or ten (10) calendar days after the date of re-
8 mailing of the Notice (whichever is later) to submit an Objection, submit an Opt Out, or submit
9 Proof of Work (“Extended Response Deadline”). In no event shall the Extended Response
10 Deadline be more than ten (10) calendar days after the Response Deadline.

11 b. If these procedures are followed, notice to Class Members shall be deemed
12 to have been fully satisfied, and if the intended recipient does not receive the Notice of Class
13 Action and PAGA Settlement, and the Court grants final approval of the Settlement, the intended
14 recipient shall nevertheless be bound to the Class Settlement, be bound to the PAGA Settlement if
15 a PAGA Employee, and the Final Approval Order and Judgment.

16 62. The Notice of Class Action and PAGA Settlement to be provided to each Class
17 Member shall set forth the number of Workweeks applicable to the Class Member, the number of
18 PAGA Workweeks applicable to the PAGA Employee, the Class Member’s estimated Individual
19 Settlement Payment, and the PAGA Employee’s estimated PAGA Payment Share, under this
20 Settlement, if the Court grants final approval of the Settlement. The Notice of Class Action and
21 PAGA Settlement shall notify the Class Members that governmentally-mandated tax withholdings
22 shall be deducted from the wages portion of his or her Individual Settlement Payment, as
23 described in Paragraph 82 below.

24 **Disputes Regarding Workweeks and/or PAGA Workweeks**

25 63. In calculating the Individual Settlement Payment for each Class Member and
26 PAGA Payment Share for each PAGA Employee, Defendant’s records regarding the dates of
27 employment used to generate Workweeks and PAGA Workweeks shall be presumed to be correct.
28 Any Class Member and/or PAGA Employee who disagrees with Defendant’s determination of his

1 or her or its Workweeks and/or PAGA Workweeks as indicated on his or her Notice of Class
2 Action and PAGA Settlement may dispute that calculation to the Settlement Administrator as
3 explained on the Notice of Class Action and PAGA Settlement.

4 64. If the Class Member or PAGA Employee wishes to contest the number of
5 Workweeks and/or the number of PAGA Workweeks assigned to him or her by the Settlement
6 Administrator, the Class Member or PAGA Employee or his or her authorized representative in
7 the case of the individual's death or incapacity must present the dispute by submitting a timely and
8 complete Proof of Work to the Settlement Administrator. The Proof of Work shall: (1) contain the
9 full name, address, and the last four digits of the Social Security Number of the person requesting
10 exclusion; (2) contain a reference to the Action (e.g., case title and/or case number); (3) state the
11 Class Member's dispute regarding the number of Workweeks and/or PAGA Workweeks assigned
12 to him or her and attach documentation to support his or her position; (4) be signed by the Class
13 Member or his or her lawful representative; and (5) be submitted to the Settlement Administrator
14 by mail, at the specified address, postmarked by the Response Deadline. As this is not a claims-
15 made Settlement and Class Members need not return the optional Proof of Work, Class Members
16 shall be bound by the Class Settlement unless they submit a completed, signed and timely Opt
17 Out. However, PAGA Employees shall be bound to the PAGA Settlement regardless of whether
18 they submit a valid Opt Out from the Class Settlement.

19 65. The calculation of Workweeks and/or PAGA Workweeks based on the Class Data
20 shall be presumed accurate unless the Class Member and/or PAGA Employee submits documents
21 to the Settlement Administrator to show that he or she is entitled to payment based upon a
22 different number of Workweeks and/or different number of PAGA Workweeks than the number(s)
23 calculated by the Settlement Administrator based upon Defendants' data. Adequacy of Proof of
24 Work submitted will be evaluated by Class Counsel, Defense Counsel, and Settlement
25 Administrator. In the event of a disagreement, the Settlement Administrator shall make the final
26 decision. All such challenges by Class Members and/or PAGA Employees must be received no
27 later than the Response Deadline.

28 66. In no case shall a dispute result in a payment by Defendant in excess of the Gross

1 Settlement Amount.

2 **Opt Out from the Class Settlement**

3 67. Any Class Member seeking to be excluded from the Class Settlement shall submit a
4 written request to be excluded from the Class Settlement (“Opt Out”) to the Settlement
5 Administrator. The Opt Out must: (1) contain the full name, address, and the last four digits of the
6 Social Security Number of the person requesting exclusion; (2) contain a reference to the Action
7 (e.g., case title and/or case number); (3) state the Class Member’s request to exclude himself or
8 herself from the Class Settlement; (4) be signed by the Class Member or his or her lawful
9 representative; and (5) be submitted to the Settlement Administrator by mail, at the specified
10 address, postmarked by the Response Deadline. Any Class Member, who submits a complete and
11 timely Opt Out shall not be bound to and shall be barred from participating in the Class
12 Settlement, shall be barred from objecting to the Class Settlement, and shall receive no benefit
13 from the Class Settlement. Any untimely or incomplete Opt Out shall be considered null and
14 void. If a Class Member submits both a complete and timely Objection and a complete and timely
15 Opt Out, the Objection shall be deemed invalid, and the Opt Out shall be deemed valid. A valid
16 Opt Out from the Class Settlement does not affect the PAGA Settlement, which shall be binding
17 on all PAGA Employees regardless of the requested exclusion from the Class Settlement. The
18 Settlement Administrator shall notify Class Counsel and Defense Counsel of the number of timely
19 opt-outs within seven (7) days after the Response Deadline.

20 68. If more than five percent (5%) of the Class Members opt out of the Class
21 Settlement by submitting completed, signed and timely written Opt Outs, Defendant shall have the
22 right at its sole discretion to rescind and void the Settlement by giving written notice to Class
23 Counsel within ten (10) business days after the Settlement Administrator informs the Parties that
24 the opt out rate exceeded five percent (5%). If Defendant exercises its right to rescind and void
25 the Settlement under this paragraph, Defendant shall pay any and all reasonable costs and
26 expenses incurred by the Settlement Administrator.

27 **Declaration of Compliance**

28 69. As soon as practicable, but no later than ten (10) calendar days following the close

1 of the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense
2 Counsel with a declaration attesting to completion of the notice process set forth in this
3 Agreement, the number and names of Opt Outs, and a summary of any disputes raised by any
4 Class Members, and attaching all Objections received. This declaration shall be filed with the
5 Court by Class Counsel along with a motion requesting final approval of the Settlement. The
6 Settlement Administrator shall also provide weekly updates to Class Counsel and Defense
7 Counsel regarding the Opt Outs, Proofs of Work, and Objections.

8 **Sufficient Notice**

9 70. The Parties agree that compliance with the procedures described in this Agreement
10 constitutes due and sufficient notice to Class Members and PAGA Employees of this Settlement
11 and the Final Fairness and Approval Hearing, and satisfies the requirements of due process, and
12 that nothing else shall be required of Plaintiff, Class Counsel, Defendant, Defense Counsel, or the
13 Settlement Administrator to provide notice to Class Members of the Settlement and the Final
14 Fairness and Approval Hearing.

15 **Objections to the Class Settlement**

16 71. Any Class Member wishing to object to the Class Settlement shall inform the
17 Court, Class Counsel, and Defense Counsel in writing of their intent to object by following the
18 procedure set forth in the Notice of Class Action and PAGA Settlement no later than the Response
19 Deadline. Any Objection must: (1) state the Class Member's full name, address, and the last four
20 digits of his or her Social Security Number (for identification purposes only); (2) contain a
21 reference to the Action (e.g., case title and/or case number); (3) state the grounds for the objection
22 to the Class Settlement; (4) be signed by the Class Member or their lawful representative; and (5)
23 be mailed to the Settlement Administrator, postmarked on or before the Response Deadline.

24 72. Any Class Member who fails to file a timely written Objection shall be foreclosed
25 from objecting to the Class Settlement, unless otherwise ordered by the Court.

26 73. Class Counsel and Defense Counsel shall file any responses to any written
27 Objections submitted to the Court in accordance with this Agreement at least seven (7) days
28 before the Final Fairness and Approval Hearing, or on another date set by the Court.

1 74. Class Counsel shall file a motion for final approval within the timeframe provided
2 in the California Code of Civil Procedures. Class Counsel shall provide the motion for final
3 approval to Defense Counsel for review of the substance contained in the motion for final
4 approval at least two (2) calendar days prior to filing.

5 **Final Fairness and Approval Hearing**

6 75. On the date set by the Court for the Final Fairness and Approval Hearing, a Final
7 Fairness and Approval Hearing shall be held before the Court in order to consider and determine:
8 (i) whether the Court should give this Settlement final approval; (ii) whether the Court should
9 award Attorneys' Fees and Costs to Class Counsel and an Enhancement Award to the Class
10 Representative; and (iii) to hear any timely objections to the Class Settlement. At the Final
11 Fairness and Approval Hearing, Plaintiff, Class Counsel, Defendant, and Defense Counsel shall
12 ask the Court to grant final approval to the Settlement and enter the Final Approval Order and
13 Judgment. If the Court grants final approval of the Settlement, the Settlement Administrator shall
14 post a copy of the Final Approval Order and Judgment on its website within seven (7) calendar
15 days of entry of the Final Approval Order and Judgment, and this posting shall remain up on the
16 website for at least sixty (60) calendar days. Class Counsel shall submit a copy of the Final
17 Approval Order and Judgment to the LWDA within ten (10) calendar days after entry of the Final
18 Approval Order and Judgment in accordance with California Labor Code section 2699(l)(3).

19 **Settlement Payment Procedures**

20 76. Plaintiff and Defendant recognize and agree that the asserted claims in the Original
21 Action and Action are extremely difficult to quantify with any certainty for any given year, or at
22 all, and are subject to a myriad of differing calculations and formulas. Plaintiff and Defendant
23 agree that the formulas for allocating Individual Settlement Payment to Settlement Class Members
24 and PAGA Payment Shares to PAGA Employees provided herein are reasonable and that the
25 Individual Settlement Payments and PAGA Payment Shares are designed to provide a fair
26 settlement, despite the uncertainties of the amounts alleged to be owed to Settlement Class
27 Members and PAGA Employees and the calculation of them. Distribution amongst Settlement
28 Class Members are based on Workweeks that the Class Member was employed during the Class

1 Period. Further, distribution amongst PAGA Employees are based on PAGA Workweeks that the
2 PAGA Employee worked during the PAGA Period. Plaintiffs and Defendant have agreed that the
3 distribution to each Settlement Class Member and PAGA Employee shall be determined as set
4 forth in Paragraphs 77 and 78 below.

5 77. The Individual Settlement Payment to each Settlement Class Member shall be
6 determined based on the number of Workweeks worked by the Settlement Class Member during
7 the Class Period. The Net Settlement Amount shall be divided by the total number of Workweeks
8 for all Settlement Class Members during the Class Period. The result of this division shall yield a
9 Workweek Payment Rate. The gross amount of each Settlement Class Member's Individual
10 Settlement Payment shall be calculated by multiplying the number of Workweeks applicable to
11 that Class Member by the Workweek Payment Rate. Governmentally-required employee tax
12 withholdings shall be deducted from that portion of each Individual Settlement Payment allocated
13 as wages.

14 78. Twenty-five percent (25%) of the PAGA Payment (\$10,000) will be paid as PAGA
15 Payment Shares to the PAGA Employees. The PAGA Payment Share to each PAGA Employee
16 shall be determined based on the number of PAGA Workweeks worked by the PAGA Employee
17 during the PAGA Period. The \$10,000 allocated to the PAGA Employees shall be divided by the
18 total number of PAGA Workweeks for all PAGA Employees during the PAGA Period. The result
19 of this division shall yield a PAGA Workweek Payment Rate. The gross amount of each PAGA
20 Employee's PAGA Payment Share shall be calculated by multiplying the number of PAGA
21 Workweeks applicable to that PAGA Employee by the PAGA Workweek Payment Rate.

22 79. Within fourteen (14) business days after the Effective Date, Defendant shall
23 transmit the Gross Settlement Amount and Employer's Share of Payroll Taxes to the Settlement
24 Administrator.

25 80. Within twenty-one (21) business days after the Effective Date, the Settlement
26 Administrator shall transmit the following payments in accordance with the Court's order granting
27 final approval of the Settlement:

28 a. Attorneys' Fees and Costs to Class Counsel.

- b. Enhancement Award to the Class Representative.
- c. LWDA Payment to the LWDA.
- d. Individual Settlement Payments to each Settlement Class Member.
- e. PAGA Payment Shares to each PAGA Employee.

81. The Individual Settlement Payments are payments for the Class Settlement (i.e., the settlement and release of Released Class Claims) to the Settlement Class Members. The PAGA Payment Shares are payments for the PAGA Settlement (i.e., the settlement and release of Released PAGA Claims) to the PAGA Employees. Individual Settlement Payments and PAGA Payment Shares shall be made by check and shall be made payable to each Settlement Class Member and PAGA Employee as set forth in this Agreement. The Settlement Administrator may, at its discretion, combine the Individual Settlement Payment and PAGA Payment Share issued to an individual, into one (1) check.

82. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to Internal Revenue Service (“IRS”) rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made. Fifty percent (50%) of the amount of each Individual Settlement Payment to each Settlement Class Member shall be allocated as wages, shall be paid net of all applicable employee’s share of taxes, including any federal, state, and/or local in issue tax withholding requirements and the employee share of FICA taxes, and will be reported on an IRS Form W-2 to each Settlement Class Member. Fifty percent (50%) of the amount of each Individual Settlement Payment to each Individual Settlement Class Member shall be allocated as non-wage penalties, interest, and damages, to be paid out without reduction for taxes or withholding, and will be reported on an IRS Form 1099 to each Settlement Class Member (if required). PAGA Payment Shares will be allocated entirely as penalties and will be reported on an IRS Form 1099 to each PAGA Employee (if required). Each Settlement Class Member, PAGA Employee, Class Counsel, and Class Representative shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any payment received pursuant to this Agreement, except as provided by this Agreement. The

1 Employer's Share of Payroll Taxes shall not be paid from the Gross Settlement Amount and shall
2 remain the sole responsibility of Defendant. Defendant shall remit the additional amount of the
3 Employer's Share of Payroll Taxes to the Settlement Administrator along with the Gross
4 Settlement Amount.

5 83. It is expressly understood and agreed that the receipt of an Individual Settlement
6 Payment and/or PAGA Payment Share shall not entitle any Class Member and/or PAGA
7 Employee to compensation or benefits under any company bonus, contest or other compensation
8 or benefit plan or agreement in place during the applicable Class Period nor applicable PAGA
9 Period, nor shall it entitle any Class Member and/or PAGA Employee to any increased retirement,
10 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that any
11 Individual Settlement Payments made to Settlement Class Members and any PAGA Payment
12 Share made to PAGA Employees under the terms of this Agreement shall not represent any
13 modification of previously credited length of service or other eligibility criteria under any bonus
14 plan, employee pension benefit plan or employee welfare plan sponsored by any of the Released
15 Parties, or to which any of the Released Parties are required to make contributions. Further, any
16 Individual Settlement Payments and PAGA Payment Shares made under this Agreement shall not
17 be considered compensation in any year for purposes of determining eligibility for, or benefit
18 accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by
19 any of the Released Parties or to which any of the Released Parties are required to make
20 contributions. It is the Parties' intent that the Individual Settlement Payments and PAGA Payment
21 Shares provided for in the Agreement are the sole payments to be made by Defendant to the Class
22 Members and PAGA Employees, and that the Class Members and PAGA Employees are not
23 entitled to any new or additional compensation or benefits as a result of having received the
24 Individual Settlement Payments and PAGA Payment Shares, notwithstanding any contrary terms
25 in any agreement, contract, benefit or compensation plan document that might have been in effect
26 during the applicable Class Period and PAGA Period.

27 84. Individual Settlement Payment checks and PAGA Payment Share checks shall
28 remain negotiable for one hundred and eighty (180) calendar days from the date of mailing.

1 Thereafter, the checks shall be void and the Settlement Administrator shall pay the funds
2 represented by such un-redeemed checks to the California State Controller's Office as unclaimed
3 property pursuant to the California Unclaimed Property Law, in the name of the individuals to
4 whom the checks had originally been issued. In such event, the Settlement Class Member shall
5 nevertheless remain bound by the Class Settlement and PAGA Employees shall nevertheless
6 remain bound by the PAGA Settlement.

7 **The Settlement Administrator**

8 85. The Settlement Administrator shall administer the Settlement, including, but not
9 limited to: (i) printing, mailing and re-mailing (if necessary), and emailing, the Notice and
10 receiving Opt Outs and Objections from Class Members; (ii) posting the Notice on its website;
11 (iii) preparing and submitting to Settlement Class Members and PAGA Employees and
12 government entities all appropriate tax filings and forms; (iv) computing the amount of and
13 distributing Individual Settlement Payments, PAGA Payment Shares, LWDA Payment,
14 Enhancement Award, and Attorneys' Fees and Costs; (v) processing and validating Proofs of
15 Work, Opt Outs, and Objections; (vi) establishing a QSF, as defined by the Internal Revenue
16 Code; and (vii) calculating and remitting to the appropriate government agencies all employer and
17 employee payroll tax obligations arising from the Settlement and preparing and submitting filings
18 required by law in connection with the payments required by the Settlement.

19 86. Settlement administration fees in a reasonable amount shall be paid to the
20 Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are
21 estimated to be Ten Thousand Dollars and No Cents (\$10,000.00). If the actual cost of settlement
22 administration is less or more than the amount approved by the Court, those funds shall be added
23 to or subtracted from the Net Settlement Amount for allocation to Settlement Class Members. All
24 costs associated with settlement administration shall come out of the Gross Settlement Amount,
25 subject to Court approval.

26 **Delivery of Class Data**

27 87. "Class Data" means a complete list of all Class Members and PAGA Employees
28 that Defendant will diligently and in good faith compile from its records. The Class Data shall

1 include the following information from Defendant's records all to the extent available: each Class
2 Member and PAGA Employee's full name, most recent mailing address and telephone number,
3 Social Security number, most recent e-mail address, number of Workweeks during the Class
4 Period, number of PAGA Workweeks during the PAGA Period, and number of Workweeks
5 during the period May 29, 2016 through March 20, 2022.

6 88. Defendant shall provide the Settlement Administrator with the Class Data no later
7 than thirty (30) calendar days after the Court enters the Preliminary Approval Order. The Class
8 Data shall only be used by the Settlement Administrator for the purpose of calculating Workweeks
9 and PAGA Workweeks, calculating Individual Settlement Payments and PAGA Payment Shares,
10 and notifying Class Members and PAGA Employees of the Settlement.

11 89. The Class Data applicable to an individual Class Member (*i.e.*, unique ID, full
12 name, most recent mailing address, e-mail address, telephone number, and Workweeks and PAGA
13 Workweeks) shall be disclosed to Class Counsel if that individual Class Member contacts Class
14 Counsel regarding their Workweeks and/or PAGA Workweeks, estimated Individual Settlement
15 Payments and/or PAGA Payment Shares, or related issues with the Settlement, but only as
16 necessary to allow them to fulfill their fiduciary duties to the Class and investigate issues that may
17 arise with respect to payments to be made to Class Members and/or PAGA Group Members, so
18 long as notice is provided to Defendant by the Settlement Administrator and Class Counsel.
19 Notwithstanding, the Class Data in its entirety shall not be disclosed to the Class Representative,
20 or any other Class Members or PAGA Employees, without written consent of Defendant or by
21 order of the Court. However, concurrent with the mailing of the Notice of Class Action and PAGA
22 Settlement, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a
23 redacted list of all Class Members that shall be limited to the following information: (1) Unique
24 ID (as reflected on the respective Class Member's Notice); (2) Workweeks and estimated
25 Individual Settlement Payment; (3) PAGA Workweeks and estimated PAGA Payment Share (if
26 applicable); (4) and Workweeks during the period May 29, 2016 through March 20, 2022.

27 90. The Settlement Administrator shall run the Class Data list through the National
28 Change of Address database, and shall use the most recent address for each Class Member – either

1 from Defendant's records or the National Change of Address database – before mailing the Notice
2 of Class Action and PAGA Settlement. Class Data shall be provided in a secure format to be
3 determined by the Settlement Administrator and Defendants.

4 **Defendant's Representation Regarding Workweeks**

5 91. Defendant has represented that the Class consists of 240 individuals who worked
6 29,129 Workweeks for the period starting May 29, 2016 through December 15, 2021. If the total
7 number of Workweeks worked by the Class Members is determined to be more than ten percent
8 (10%) more than 29,129 workweeks (i.e., more than 32,042) for the period May 29, 2016 through
9 March 20, 2022, at Defendant's option and in its sole discretion, either:

10 a. The Gross Settlement Amount shall be increased proportionally to the
11 extent the Workweeks for the period May 29, 2016 through March 20, 2022 exceed 32,042 or

12 b. The Class Period and PAGA Period shall end on March 20, 2022.

13 **Enhancement Award**

14 92. From the Gross Settlement Amount, the Class Representative may seek approval
15 from the Court of an award of up to Ten Thousand Dollars (\$10,000) for serving as a Class
16 Representative ("Enhancement Award"), which Defendant shall not oppose.

17 **Payment of Class Counsel Attorneys' Fees and Costs**

18 93. Class Counsel shall apply to the Court at the Final Fairness and Approval Hearing
19 for an award of attorneys' fees not to exceed the amount of Thirty-Five Percent (35%) of the
20 Gross Settlement Amount ("Attorneys' Fees"), which will be \$385,000 if the Gross Settlement
21 Amount remains \$1,100,000, and an award of reasonable costs (exclusive of the Settlement
22 Administration costs) not to exceed the amount of Thirty-Two Thousand Dollars and No Cents
23 (\$32,000) ("Attorneys' Costs"). The Attorneys' Fees and Attorneys' Costs (together, "Attorneys'
24 Fees and Costs") shall be paid out of the Gross Settlement Amount, subject to Court approval.

25 94. Class Counsel and Defendant agree that such awards of attorneys' fees and costs
26 are reasonable under the circumstances. Nothing in this Agreement shall restrict Plaintiff's or
27 Class Counsel's ability to appeal any decision by the Court to award less than the requested
28 Attorneys' Fees and Costs or Class Representative Enhancement Award. A decision by the Court

1 to award less than the requested Attorneys' Fees and Costs or Class Representative Enhancement
2 Award, however, is not a material change to the settlement agreement. Any order relating to the
3 award of attorney's fees, costs or Class Representative Enhancement Award, or any appeal from
4 any order relating thereto or reversal or modification thereof, will not operate to terminate or
5 cancel this Agreement, however, the Effective Date shall not occur until any such appeal is
6 resolved. If the amount of Enhancement Award, Attorneys' Fees and/or Attorneys' Costs awarded
7 by the Court is less than the requested amounts, the difference shall serve to increase the Net
8 Settlement Amount to be distributed to Settlement Class Members as part of their Individual
9 Settlement Payments. With respect to the Attorneys' Fees and Costs awarded to Class Counsel,
10 the Settlement Administrator may purchase an annuity to utilize United States Treasuries and
11 bonds or other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for
12 such attorney fee deferral vehicles shall be paid separately by Class Counsel. Neither Defendant
13 nor Defendant's Counsel is responsible for, or involved in any way in, the Settlement
14 Administrator's decision whether or not to use such a fee deferral vehicle, and neither Defendant
15 nor Defendant's Counsel expresses any opinion relating to this decision.

16 **Taxes and Withholding and Indemnification**

17 95. The Settlement Administrator shall be responsible for ensuring that all tax
18 obligations associated with the Settlement are timely paid to the appropriate governmental taxing
19 authorities. The Settlement Administrator's responsibilities include the following:

- 20 a. filing all federal, state and local employment tax returns, income tax
21 returns, and any other tax returns associated with the settlement funds (if required) and Individual
22 Settlement Payments issued under the Settlement,
- 23 b. timely and proper filing of all required federal, state and local information
24 returns (*e.g.*, 1099s, W-2s, etc.), and
- 25 c. completion of any other steps necessary for compliance with any tax
26 obligations applicable to Settlement Payments under federal, state and/or local law.

27 96. The Settlement Administrator shall determine the amount of any tax withholding to
28 be deducted from each Settlement Class Member's Individual Settlement Payment. All such tax

1 withholdings shall be remitted by the Settlement Administrator to the proper governmental taxing
2 authorities.

3 97. Each party to this Agreement acknowledges and agrees that:

4 a. No provision of this Agreement and no written communication or
5 disclosure between or among the Parties or their attorneys and other advisers is or was intended to
6 be, nor shall any such communication or disclosure constitute or be construed or be relied upon as,
7 tax advice within the meaning of United State Treasury Department Circular 230 (31 CFR Part 10,
8 as amended);

9 b. He, she or it (i) has relied exclusively upon his, her or its own, independent
10 legal and tax advisers for advice (including tax advice) in connection with this Agreement, (ii) has
11 not entered into this Agreement based upon the recommendation of any other party or any attorney
12 or advisor to any other party, and (iii) is not entitled to rely upon any communication or disclosure
13 by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on him
14 or her or it; and

15 c. No attorney or adviser to any other party has imposed any limitation that
16 protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether
17 such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax
18 structure of any transaction, including any transaction contemplated by this Agreement.

19 98. The Individual Settlement Payment received by Settlement Class Members and
20 PAGA Payment Share received by PAGA Employees shall be reported by the Settlement
21 Administrator, as required, to the state and federal taxing authorities on IRS forms 1099 and W-2
22 or similar forms. Each Settlement Class Member and PAGA Employee shall be responsible for
23 paying all applicable state, local, and federal income taxes on all amounts the Settlement Class
24 Member and PAGA Employee receives pursuant to this Agreement.

25 **RELEASED CLAIMS**

26 99. **Release of Released Class Claims:**

27 a. Upon the Effective Date and full funding of the Settlement ("Release
28 Effective Date"), each Settlement Class Member, individually and on behalf of their respective

1 successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and
2 finally release and discharge the Released Parties, and each of them, from the Released Class
3 Claims.

4 b. The “Released Class Claims” means all claims, rights, demands, liabilities,
5 statutory causes of action, and theories of liability of every nature and description, that were
6 alleged in the Complaint, or that could have been alleged based on the factual allegations in the
7 Complaint, accruing during the Class Period, against Defendant or any of the Released Parties,
8 including, but not limited to, claims for failure to pay wages including, but not limited to, overtime
9 wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or
10 premium pay arising out of missed, late, on-duty, interrupted, and/or short meal and/or rest periods
11 and/or off the clock work, failure to pay wages semi-monthly at designated times, failure to
12 reimburse for business expenses, failure to pay wages upon termination, failure to provide
13 accurate itemized wage statements, failure to reimburse for business expenses, failure to provide
14 one day’s rest in seven, failure to maintain required records, penalties, damages, interest, costs or
15 attorneys’ fees, and violations of any other state or federal law, whether for economic damages,
16 non-economic damages, liquidated or punitive damages, restitution, tort, contract, equitable relief,
17 injunctive or declaratory relief, including, but not limited to, all claims under any common laws,
18 contract, Cal. Code of Regulations, Title 8, Sections 11000, *et seq.*, California Labor Code
19 Sections 201, 202, 203, 204, 226, 226.7, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and
20 2802, Industrial Welfare Commission Wage Orders, including and not limited to Wage Orders 1-
21 2001, 2-2001, 4-2001, 5-2001, 7-2001, and 9-2001, California Code of Civ. Proc. Section 1021.5
22 based on the aforementioned, and/or the California Business & Professions Code Sections 17200,
23 *et seq.* based on the aforementioned.

24 100. **Release of Released PAGA Claims:**

25 a. As of the Release Effective Date, Plaintiff, the State of California (with
26 respect to PAGA Employees), and all PAGA Employees, individually and on behalf of their
27 respective successors, assigns, agents, attorneys, executors, heirs and personal representatives,
28

1 shall fully and finally release and discharge the Released Parties, and each of them from the
2 Released PAGA Claims.

3 b. The “Released PAGA Claims” means all claims, rights, demands, liabilities,
4 statutory causes of action, and theories of liability of every nature and description, for civil
5 penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code
6 Sections 2698, *et seq.*, that were alleged in the PAGA Letter, accruing during the PAGA Period,
7 against Defendant or any of the Released Parties, for failure to pay wages including, but not
8 limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid
9 compensation or premium pay arising out of missed, late, on-duty, interrupted, and/or short meal
10 and/or rest periods and/or off the clock work, failure to pay wages semi-monthly at designated
11 times, failure to reimburse for business expenses, failure to pay wages upon termination, failure to
12 provide accurate itemized wage statements, failure to reimburse for business expenses, in violation
13 of California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 512, 551, 552, 1174, 1194,
14 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including
15 and not limited to Wage Orders 1-2001, 2-2001, 4-2001, 5-2001, 7-2001, and 9-2001 and failure
16 to maintain required records.

17 c. The release of Released PAGA Claims shall be binding on all PAGA
18 Employees regardless of whether they submit a valid Opt Out from the Class Settlement.

19 101. **Release by Plaintiff.** Upon the Release Effective Date, Plaintiff for himself, his
20 successors, assigns, agents, executors, heirs and personal representatives, spouse and attorneys,
21 and any and all of them, voluntarily and with the advice of counsel, waives and releases any and
22 all claims, obligations, demands, actions, rights, causes of action, and liabilities against any of the
23 Released Parties of whatever kind and nature, character, and description, accruing up to the time
24 of execution of this Agreement, whether in law or equity, whether sounding in tort, contract,
25 federal, state and/or local law, statute, ordinance, regulation, constitution, common law, or other
26 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
27 including all claims arising from or relating to any and all acts, events and omissions occurring
28 prior to the date of final approval of this Agreement including, but not limited to, all claims which

1 relate in any way to his employment with or the termination of his employment with the Released
2 Parties and/or his provision of services to the Released Parties at any of Defendant's locations
3 during the Class Period. Plaintiff further releases all unknown claims against any of the Released
4 Parties, covered by California Civil Code Section 1542, which states: "**A general release does
5 not extend to claims that the creditor or releasing party does not know or suspect to exist in
6 his or her favor at the time of executing the release and that, if known by him or her, would
7 have materially affected his or her settlement with the debtor or released party.**"

8 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
9 complete release and discharge of his claims as set forth in this release, Plaintiff expressly
10 acknowledges that this Settlement is intended to include in its effect, without limitation, all claims
11 which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and
12 that the Settlement contemplates the extinguishment of all such claims.

13 **LIMITATIONS ON USE OF THIS SETTLEMENT**

14 **Notice to LWDA**

15 102. Class Counsel shall be responsible for submitting the Settlement Agreement
16 to the LWDA at the same time that it is submitted to the Court in connection with the motion for
17 preliminary approval of the Settlement, and undertaking any and all required online submissions
18 to the LWDA of orders, judgment, and information regarding the Settlement, to in order to
19 implement the Settlement.

20 **No Admission**

21 103. Neither the acceptance nor the performance by Defendant of the terms of
22 this Agreement nor any of the related negotiations or proceedings are or shall be claimed to be,
23 construed as, or deemed a precedent or an admission by Defendant of the truth of any allegations
24 in the Original Action, Action, or the PAGA Letter.

25 **Non-Evidentiary Use**

26 104. Defendant denies that it has failed to comply with the law in any respect, or has any
27 liability to anyone based on the claims asserted in the Original Action or Action. Plaintiff
28 expressly acknowledges that this Agreement is entered into for the purpose of compromising

1 highly disputed claims and that nothing herein is an admission of liability, wrongdoing, or the
2 propriety of class or representative treatment by Defendant. Neither the Agreement nor any
3 document prepared in connection with the Settlement may be offered as evidence in any
4 proceeding as an admission by Defendant. Notwithstanding this paragraph, any and all provisions
5 of this Agreement may be admitted in evidence and used in any proceeding to enforce the terms of
6 this Agreement, or in defense of any claims released or barred by this Agreement.

7 105. This Agreement, the Settlement, and any proceedings or actions or negotiations in
8 connection therewith shall be deemed settlement communications covered by California Evidence
9 Code Sections 1152 and 1154, and any other similar provisions or law, and shall not be construed
10 as an admission of truth of any allegation or the validity of any cause of action or claim asserted or
11 of any liability therein.

12 **Nullification**

13 106. If the Court for any reason does not approve the Settlement, this Agreement shall
14 be considered null and void and the Parties to this Agreement shall stand in the same position,
15 without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

16 107. Invalidation of any material portion of this Agreement shall invalidate this
17 Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall
18 remain in full force and effect.

19 **MISCELLANEOUS PROVISIONS**

20 **No Inducements**

21 108. Plaintiff and Defendant acknowledge that they are entering into this Settlement as a
22 free and voluntary act without duress or undue pressure or influence of any kind or nature
23 whatsoever, and that neither Plaintiff nor Defendant have relied on any promises, representations
24 or warranties regarding the subject matter hereof other than as set forth in this Agreement.

25 **No Prior Assignment**

26 109. The Parties represent, covenant, and warrant that they have not directly or
27 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
28 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein

1 released and discharged except as set forth herein.

2 **Construction**

3 110. The Parties agree that the terms and conditions of this Agreement are the result of
4 lengthy, intensive arm's-length negotiations between the Parties and their counsel, and this
5 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
6 any Party or his or its counsel participated in the drafting of this Agreement.

7 **California Law**

8 111. All terms of this Agreement and its exhibits shall be governed and interpreted by
9 and according to the laws of the State of California, without giving effect to any conflict of law
10 principles or choice of law principles.

11 **Captions and Interpretations**

12 112. Paragraph titles or captions contained herein are inserted as a matter of convenience
13 and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or
14 any provision hereof.

15 **Incorporation of Exhibits**

16 113. All exhibits to this Agreement are incorporated by reference and are a material part
17 of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the
18 Court must be approved without material alteration from its current form in order for this
19 Agreement to be enforceable.

20 **Modification**

21 114. This Agreement may not be changed, altered, or modified, except in a writing
22 signed by the Parties, and approved by the Court. This Agreement may not be discharged except
23 by performance in accordance with its terms or by a writing signed by the Parties and approved by
24 the Court.

25 **Reasonableness of Settlement**

26 115. Plaintiff represents that this is a fair, reasonable, and adequate settlement and the
27 Parties have arrived at this Settlement through arms-length negotiations, taking into account all
28 relevant factors, present and potential.

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Integration Clause

116. This Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

Binding On Assigns

117. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

No Prevailing Party

118. No Party shall be considered a prevailing party for any purpose. Except as otherwise provided for in this Agreement, each Party shall bear its or his own attorney fees and costs.

Class Counsel Signatories

119. It is agreed that because the members of the Class are numerous, it is impossible or impractical to have each member of the Class execute this Agreement. The Notice of Class Action and PAGA Settlement shall advise all Class Members of the binding nature of the Agreement, and the Agreement shall have the same force and effect as if this Agreement were executed by each member of the Class.

Counterparts

120. This Agreement, and any amendments hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Fax, pdf, and electronic signatures shall be as valid as original signatures.

Waiver of Right to Object

121. By signing this Agreement, Plaintiff, on behalf of the Class and allegedly aggrieved employees, agrees to be bound by its terms. Plaintiff further agrees not to request to be excluded from the Class Settlement and agrees not to object to any of the terms of the Settlement. Any

1 request for exclusion from the Class Settlement by Plaintiff or any Objection by Plaintiff shall be
2 void and of no force and effect. Likewise, Defendant agrees to be bound by the terms of this
3 Settlement and agrees not to object to any of the terms of the Settlement.

4 **Administration Costs if Settlement Fails**

5 122. If the Settlement is not finally approved by the Court, voided or rescinded, any
6 costs incurred by the Settlement Administrator shall be paid equally by the Parties (half by
7 Plaintiff and/or Class Counsel and half by Defendant).

8 **Final Approval Order and Judgment**

9 123. Upon final approval of the Settlement, a Final Approval Order and Judgment shall
10 be entered by the Court which shall, among other things:

11 a. Grant final approval to the Settlement as fair, reasonable, adequate, in good
12 faith and in the best interests of the Class as a whole, and order the Parties to carry out the
13 provisions of this Agreement.

14 b. Adjudge that the Settlement Class Members of the Settlement are
15 conclusively deemed to have released the Released Parties from the Released Class Claims, as
16 more specifically set forth above.

17 c. Adjudge that the PAGA Employees of the Settlement are conclusively
18 deemed to have released the Released Parties from the Released PAGA Claims, as more
19 specifically set forth above.

20 d. Prohibit each Settlement Class Member of the Settlement from pursuing in
21 any fashion against any of the Released Parties any and all of the applicable Released Class
22 Claims.

23 e. Prohibit each PAGA Employee of the Settlement from pursuing in any
24 fashion against any of the Released Parties any and all of the Released PAGA Claims.

25 f. Reserve continuing jurisdiction as provided herein.

26 **Limitations on Disclosure**

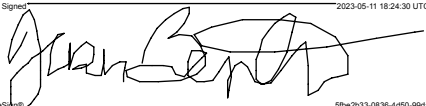
27 124. Plaintiff and her counsel agree to keep the fact and terms of this settlement
28 confidential until preliminary approval of the Settlement is sought from the Court, and, thereafter

1 to the fullest extent possible. They also agree not to make or offer to make any disclosures other
2 than what is necessary and consistent with the need for judicial approval of the Settlement and
3 notice to the class. Plaintiff and his counsel agree that any public references to the Defendant in
4 the Action shall be limited to the named defendant only, Matthews International Corporation,
5 except that Plaintiff and his counsel may refer to Matthews International Corporation, Matthews
6 Granite Company, and The York Group, Inc. and also discuss the allegations in the Original
7 Action and Action, in filings with the Court that are submitted in order to support certification of
8 the class for purposes of settlement and to obtain Court approval of the Settlement.

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly
10 authorized attorneys, as of the day and year herein set forth.

11 **IT IS SO AGREED:**

12
13 DATED: 05/11/2023

Electronically Signed 2023-05-11 18:24:30 UTC - 75.140.2.85

Nintex AssureSign 9fbc2b33-0836-4d50-99da-af012b64d8

JASON BEINBRECH

14
15 DATED: 5/30/2023 By:



Name: Joshua D. Verdi

Title: Senior Counsel

On behalf of MATTHEWS INTERNATIONAL
CORPORATION

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1 **APPROVED AS TO FORM AND CONTENT:**

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3 DATED: 05/11/2023

LAWYERS FOR JUSTICE, PC

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By 

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Edwin Aiwazian

Attorneys for Plaintiff JASON BEINBRECH

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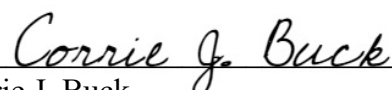
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DATED: 05/31/2023

REED SMITH LLP

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By 

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Corrie J. Buck

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Attorneys for Defendant MATTHEWS
INTERNATIONAL CORPORATION

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