

1 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
2 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's
3 Preliminary Approval to the Administrator.

4 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
5 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
6 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
7 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
8 not grant Preliminary Approval or conditions Preliminary Approval on any material
9 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
10 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
11 modify the Agreement and otherwise satisfy the Court's concerns.
12

13 **7. SETTLEMENT ADMINISTRATION.**

14 7.1. Selection of Administrator. The Parties have jointly selected _ to serve as the
15 Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to
16 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
17 Agreement in exchange for payment of Administration Expenses. The Parties and their
18 Counsel represent that they have no interest or relationship, financial or otherwise, with the
19 Administrator other than a professional relationship arising out of prior experiences
20 administering settlements.

21 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
22 Identification Number for purposes of calculating payroll tax withholdings and providing
23 reports state and federal tax authorities.

24 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
25 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
26 468B-1.

27 7.4. Notice to Class Members.

28 7.4.1. No later than three (3) business days after receipt of the Class Data, the

1 Administrator shall notify Class Counsel that the list has been received and state
2 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
3 the Class Data.

4 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
5 after receiving the Class Data, the Administrator will send to all Class Members
6 identified in the Class Data, via first-class United States Postal Service ("USPS")
7 mail, the Class Notice with Spanish translation substantially in the form attached to
8 this Agreement as Exhibit A. The first page of the Class Notice shall prominently
9 estimate the dollar amounts of any Individual Class Payment and/or Individual
10 PAGA Payment payable to the Class Member, and the number of Workweeks and
11 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
12 Class Notices, the Administrator shall update Class Member addresses using the
13 National Change of Address database.

14 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
15 returned by the USPS as undelivered, the Administrator shall re-mail the Class
16 Notice using any forwarding address provided by the USPS. If the USPS does not
17 provide a forwarding address, the Administrator shall conduct a Class Member
18 Address Search, and re-mail the Class Notice to the most current address obtained.
19 The Administrator has no obligation to make further attempts to locate or send
20 Class Notice to Class Members whose Class Notice is returned by the USPS a
21 second time.

22 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
23 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14
24 days beyond the 60 days otherwise provided in the Class Notice for all Class
25 Members whose notice is re-mailed. The Administrator will inform the Class
26 Member of the extended deadline with the re-mailed Class Notice.

27 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class

1 Data and should have received Class Notice, the Parties will expeditiously meet
2 and confer in person or by telephone, and in good faith, in an effort to agree on
3 whether to include them as Class Members. If the Parties agree, such persons will
4 be Class Members entitled to the same rights as other Class Members, and the
5 Administrator will send, via email or overnight delivery, a Class Notice requiring
6 them to exercise options under this Agreement not later than 14 days after receipt
7 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8 7.5. Requests for Exclusion (Opt-Outs).

9 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
10 must send the Administrator, by fax, email, or mail, a signed written Request for
11 Exclusion not later than 60 days after the Administrator mails the Class Notice
12 (plus an additional 14 days for Class Members whose Class Notice is re-mailed).

13 A Request for Exclusion is a letter from a Class Member or his/her representative
14 that reasonably communicates the Class Member's election to be excluded from
15 the Settlement and includes the Class Member's name, address and email address
16 or telephone number. To be valid, a Request for Exclusion must be timely faxed,
17 emailed, or postmarked by the Response Deadline.

18 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
19 fails to contain all the information specified in the Class Notice. The Administrator
20 shall accept any Request for Exclusion as valid if the Administrator can reasonably
21 ascertain the identity of the person as a Class Member and the Class Member's
22 desire to be excluded. The Administrator's determination shall be final and not
23 appealable or otherwise susceptible to challenge. If the Administrator has reason to
24 question the authenticity of a Request for Exclusion, the Administrator may
25 demand additional proof of the Class Member's identity. The Administrator's
26 determination of authenticity shall be final and not appealable or otherwise
27 susceptible to challenge.

28 7.5.3. Every Class Member who does not submit a timely and valid Request for

1 Exclusion is deemed to be a Participating Class Member under this Agreement,
2 entitled to all benefits and bound by all terms and conditions of the Settlement,
3 including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3
4 of this Agreement, regardless whether the Participating Class Member actually
5 receives the Class Notice or objects to the Settlement.

6 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class
8 Payment or have the right to object to the class action components of the
9 Settlement. Because future PAGA claims are subject to claim preclusion upon
10 entry of the Judgment, Non-Participating Class Members who are Aggrieved
11 Employees are deemed to release the claims identified in Paragraph 6.4 of this
12 Agreement and are eligible for an Individual PAGA Payment.

13 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
14 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
15 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
16 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
17 may challenge the allocation by communicating with the Administrator via fax, email or
18 mail. The Administrator must encourage the challenging Class Member to submit
19 supporting documentation. In the absence of any contrary documentation, the
20 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
21 correct so long as they are consistent with the Class Data. The Administrator's
22 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall
23 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
24 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
25 to Defense Counsel and Class Counsel and the Administrator's determination the
26 challenges.

27 7.7. Objections to Settlement.

28 7.7.1. Only Participating Class Members may object to the class action components of

1 the Settlement and/or this Agreement, including contesting the fairness of the
2 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and/or Class Representative Service
4 Payment.

5 7.7.2. Participating Class Members may send written objections to the Administrator, by
6 fax, email, or mail. In the alternative, Participating Class Members may appear in
7 Court (or hire an attorney to appear in Court) to present verbal objections at the
8 Final Approval Hearing. A Participating Class Member who elects to send a
9 written objection to the Administrator must do so not later than [60] days after the
10 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
11 Members whose Class Notice was re-mailed).

12 7.7.3. Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
17 and maintain and use an internet website to post information of interest to Class
18 Members including the date, time and location for the Final Approval Hearing and
19 copies of the Settlement Agreement, Motion for Preliminary Approval, the
20 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion
21 for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
22 Class Representative Service Payment, the Final Approval and the Judgment. The
23 Administrator will also maintain and monitor an email address and a toll-free
24 telephone number to receive Class Member calls, faxes and emails.

25 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
26 promptly review on a rolling basis Requests for Exclusion to ascertain their
27 validity. Not later than 5 days after the expiration of the deadline for submitting
28 Requests for Exclusion, the Administrator shall email a list to Class Counsel and

1 Defense Counsel containing (a) the names and other identifying information of
2 Class Members who have timely submitted valid Requests for Exclusion
3 ("Exclusion List"); (b) the names and other identifying information of Class
4 Members who have submitted invalid Requests for Exclusion; (c) copies of all
5 Requests for Exclusion from Settlement submitted (whether valid or invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally the
8 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
9 Requests for Exclusion (whether valid or invalid) received, objections received,
10 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
11 mailed for Individual Class Payments and Individual PAGA Payments ("Weekly
12 Report"). The Weekly Reports must include provide the Administrator's
13 assessment of the validity of Requests for Exclusion and attach copies of all
14 Requests for Exclusion and objections received.

15 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
16 address and make final decisions consistent with the terms of this Agreement on all
17 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
18 The Administrator's decision shall be final and not appealable or otherwise
19 susceptible to challenge.

20 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which
21 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
22 Administrator will provide to Class Counsel and Defense Counsel, a signed
23 declaration suitable for filing in Court attesting to its due diligence and compliance
24 with all of its obligations under this Agreement, including, but not limited to, its
25 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
26 of Class Notices, attempts to locate Class Members, the total number of Requests
27 for Exclusion from Settlement it received (both valid or invalid), the number of
28 written objections and attach the Exclusion List. The Administrator will

1 supplement its declaration as needed or requested by the Parties and/or the Court.
2 Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide
5 Class Counsel and Defense Counsel with a final report detailing its disbursements
6 by employee identification number only of all payments made under this
7 Agreement. At least 15 days before any deadline set by the Court, the
8 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
9 signed declaration suitable for filing in Court attesting to its disbursement of all
10 payments required under this Agreement. Class Counsel is responsible for filing
11 the Administrator's declaration in Court.
12

13 **8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]**

14 If the number of Workweeks is 22,000 or more, i.e. 10% more than this estimate, the Gross Settlement
15 Amount shall be increased by the percentage that that actual number of pay periods exceeds 22,000. In the
16 alternative, Defendant can elect to end the Class Period on the date on which the escalator provision is
17 triggered such that the gross settlement amount is not increased.
18

19 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

20 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of
21 all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The
22 Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
23 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
24 provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses
25 incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not
26 later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late
27 elections will have no effect.
28

1 **10. MOTION FOR FINAL APPROVAL.**

2 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a
3 motion for final approval of the Settlement that includes a request for approval of the PAGA settlement
4 under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed Judgment (collectively
5 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
6 later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
7 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
8 disagreements concerning the Motion for Final Approval.

9 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
10 a Participating Class Member, including the right to file responsive documents in Court no
11 later than [five] court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope
15 of release to be granted by Class Members), the Parties will expeditiously work together in
16 good faith to address the Court’s concerns by revising the Agreement as necessary to
17 obtain Final Approval. The Court’s decision to award less than the amounts requested for
18 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
19 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
20 a material modification to the Agreement within the meaning of this paragraph.

21 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
22 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
23 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
24 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
25 law.

26 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
27 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
28 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the

1 Parties, their respective counsel, and all Participating Class Members who did not object to
2 the Settlement as provided in this Agreement, waive all rights to appeal from the
3 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
4 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
5 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
6 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
7 Agreement will be suspended until such time as the appeal is finally resolved and the
8 Judgment becomes final, except as to matters that do not affect the amount of the Net
9 Settlement Amount.

10 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
12 material modification of this Agreement (including, but not limited to, the scope of release
13 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
14 nevertheless expeditiously work together in good faith to address the appellate court's
15 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
16 any additional Administration Expenses reasonably incurred after remittitur. An appellate
17 decision to vacate, reverse, or modify the Court's award of the Class Representative
18 Service Payment or any payments to Class Counsel shall not constitute a material
19 modification of the Judgment within the meaning of this paragraph, as long as the Gross
20 Settlement Amount remains unchanged.

21
22 **11. AMENDED JUDGMENT.**

23 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together
24 in good faith to jointly submit and a proposed amended judgment.
25

26 **12. ADDITIONAL PROVISIONS.**

27 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
28 Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 Defendant that any of the allegations in the Operative Complaint have merit or that
3 Defendant has any liability for any claims asserted; nor should it be intended or construed
4 as an admission by Plaintiff that Defendant's defenses in the Action have merit. The
5 Parties agree that class certification and representative treatment is for purposes of this
6 Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
7 Approval or enter Judgment, Defendant reserves the right to contest certification of any
8 class for any reasons, and Defendant reserves all available defenses to the claims in the
9 Action, and Plaintiff reserves the right to move for class certification on any grounds
10 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
11 willingness to settle the Action will have no bearing on, and will not be admissible in
12 connection with, any litigation (except for proceedings to enforce or effectuate the
13 Settlement and this Agreement).

14 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
15 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
16 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
17 or cause or permit another person to disclose, disseminate or publicize, any of the terms of
18 the Agreement directly or indirectly, specifically or generally, to any person, corporation,
19 association, government agency, or other entity except: (1) to the Parties' attorneys,
20 accountants, or spouses, all of whom will be instructed to keep this Agreement
21 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
22 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
23 response to an inquiry or subpoena issued by a state or federal government agency. Each
24 Party agrees to immediately notify each other Party of any judicial or agency order,
25 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
26 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
27 other communication, before the filing of the Motion for Preliminary Approval, any with
28 third party regarding this Agreement or the matters giving rise to this Agreement except to

1 respond only that "the matter was resolved," or words to that effect. This paragraph does
2 not restrict Class Counsel's communications with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
5 employees will not solicit any Class Member to opt out of or object to the Settlement, or
6 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
7 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
8 ethical obligations owed to Class Members.

9 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
10 together with its attached exhibits shall constitute the entire agreement between the Parties
11 relating to the Settlement, superseding any and all oral representations, warranties,
12 covenants, or inducements made to or by any Party.

13 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this
16 Agreement to effectuate its terms, and to execute any other documents reasonably required
17 to effectuate the terms of this Agreement including any amendments to this Agreement.

18 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying
20 the Settlement Agreement, submitting supplemental evidence and supplementing points
21 and authorities as requested by the Court. In the event the Parties are unable to agree upon
22 the form or content of any document necessary to implement the Settlement, or on any
23 modification of the Agreement that may become necessary to implement the Settlement,
24 the Parties will seek the assistance of a mediator and/or the Court for resolution.

25 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
27 encumber to any person or entity and portion of any liability, claim, demand, action, cause
28 of action, or right released and discharged by the Party in this Settlement.

- 1 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
3 relied upon as such within the meaning of United States Treasury Department Circular 230
4 (31 CFR Part 10, as amended) or otherwise.
- 5 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties
7 or their representatives, and approved by the Court.
- 8 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
9 benefit of, the successors of each of the Parties.
- 10 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California,
12 without regard to conflict of law principles.
- 13 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
14 this Agreement. This Agreement will not be construed against any Party on the basis that
15 the Party was the drafter or participated in the drafting.
- 16 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
17 during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement.
- 19 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class
21 Counsel by Defendant in connection with the mediation, other settlement negotiations, or
22 in connection with the Settlement, may be used only with respect to this Settlement, and no
23 other purpose, and may not be used in any way that violates any existing contractual
24 agreement, statute, or rule of court. Not later than 90 days after the date when the Court
25 discharges the Administrator's obligation to provide a Declaration confirming the final pay
26 out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class
27 Data received from Defendant unless, prior to the Court's discharge of the Administrator's
28 obligation, Defendant makes a written request to Class Counsel for the return, rather than

1 the destructions, of Class Data.

2 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
3 inserted for convenience of reference only and does not constitute a part of this
4 Agreement.

5 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
6 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
7 weekend or federal legal holiday, such date or deadline shall be on the first business day
8 thereafter.

9 12.17. Notice. All notices, demands or other communications between the Parties in connection
10 with this Agreement will be in writing and deemed to have been duly given as of the third
11 business day after mailing by United States mail, or the day sent by email or messenger,
12 addressed as follows:

13
14 To Plaintiff:

15 Kane Moon (SBN 249834)
16 Allen Feghali (SBN 301080)
17 Charlotte Mikat-Stevens (SBN 327047)
18 MOON LAW GROUP, PC
19 1055 W. Seventh St., Suite 1880
20 Los Angeles, California 90017
21 Telephone: (213) 232-3128
22 Facsimile: (213) 232-3125
23 E-mail: kmoon@moonlawgroup.com
24 E-mail: afeghali@moonlawgroup.com
25 E-mail: cmikat-stevens@moonlawgroup.com

26 To Defendant:

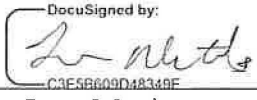
27 DERRICK F. COLEMAN
28 derrick@colemanfrost.com
TRISTAN F. MACKPRANG
tristan@colemanfrost.com
COLEMAN FROST LLP
201 Nevada Street
El Segundo, California 90245-4211
Telephone: (424) 277-1650
Facsimile: (310) 648-8739

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: 8/22/2023

By: 
Jose Jesus Martinez

Plaintiff's Counsel:

Dated: 8/22/2023

By: Charlotte Mikat-Stevens
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

Defendant:

Dated:

Desert Concepts Construction, Inc.

By: _____
Print Name

Signature

Title

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated:

By: _____

Jose Jesus Martinez

Plaintiff's Counsel:

Dated:

MOON LAW GROUP, PC

By: _____

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

Attorneys for Plaintiff

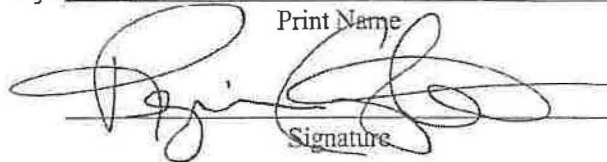
Defendant:

Dated: 10-9-23

Desert Concepts Construction, Inc.

By: Regina Castro

Print Name



Signature

Vice President

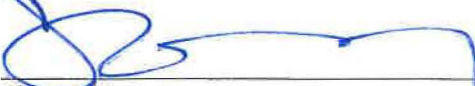
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Defendant's Counsel:

Dated: 9.15.23

COLEMAN FROST LLP

By: 

Derrick F. Coleman
Tristan F. Mackprang

Attorneys for Defendant Desert Concepts
Construction, Inc.