

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Richard Ward (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, on the one hand and Defendant Miller-Jones Mortuary & Crematory, Inc. (“Miller-Jones” or “Defendant”) on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Justin Lo and Edward Kim of Work Lawyers, PC (“Class Counsel”). Miller-Jones is represented by Tyler Rasmussen and Hannah Sweiss of Fisher & Phillips, LLP.

Plaintiff filed a Class Action Complaint against Miller-Jones on July 10, 2020 in Riverside County Superior Court, Case No. RIC2002589, which alleges causes of action for: (1) Violation of Labor Code §§510, 1194 (Recovery of Unpaid Minimum Wage and Overtime); (2) Violation of Labor Code §§226.7, 512 (Meal Period Violations); (3) Violation of Labor Code §§226.7, IWC Wage Order 16 (Rest Period Violations); (4) Violation of Labor Code §226 (Failure to Provide Accurate Itemized Wage Statements); (5) Violation of Labor Code §§210, 202, 203 (Failure to Pay Wages Due at Separation of Employment); (6) Violation of Labor Code §2802 (Failure to Indemnify for Expenditures or Losses in Discharge of Duties); (7). Violation of Bus. & Prof. Code §17200 et seq. (Unfair Business Practices); and Violation of Labor Code §2698 et seq. The Private Attorney’s General Act (“PAGA”) (collectively the “Lawsuit”).

Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations with Miller-Jones concerning possible settlement of the claims asserted in the Lawsuit. The Parties participated in a mediation before Marc Feder, Esq. that resulted in a tentative settlement of the Lawsuit, subject to the approval of the Court, and finalization of a formal Settlement Agreement. The Parties have engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission to the Court for preliminary and Final Approval.

Class Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Lawsuit and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Miller-Jones, the expense and time necessary to pursue the Lawsuit through trial and any appeals, the risks and costs of further prosecution of the Lawsuit, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by Plaintiff and the Members of the Settlement Class pursuant to this Settlement Agreement, that a settlement with Miller-Jones on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. Plaintiff, on his own behalf and on behalf of the Settlement Class, has agreed to settle the Lawsuit with Miller-Jones on the terms set forth herein subject to the approval of Court (“Settlement”).

Miller-Jones denies each of the allegations and claims asserted against it in the Lawsuit and nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended to allow the Parties to resolve all claims that were asserted or could have been asserted against Miller-Jones pertaining to the claims in the Lawsuit.

**1. Certification for Settlement Purposes.** For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

**Settlement Class** - All individuals who worked for Miller-Jones in California at any time during the period of July 10, 2016 through September 25, 2021 = “Settlement Class Members”) , which also includes all individuals who worked for Miller-Jones from May 10, 2019 to settlement approval date (“PAGA Group Members”)

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

## **2. Releases.**

- A. **Releases by Settlement Class Members.** Plaintiff and every member of the Settlement Class (except those who opt out, as described below) will fully release and discharge Defendant, and all of its past and present officers, directors, employees, and agents, (collectively the “Released Parties”) for all claims that were pled or could have been pled based on the factual allegations in the lawsuit, including: (a) failure to pay minimum wages; (b) failure to pay all overtime wages; (c) failure to pay all split shift premium wages; (c) meal period violations; (d) rest period violations; (e) failure to furnish wage statements; (f) waiting time penalties; (g) failure to provide expense reimbursement; and (h) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the Lawsuit (collectively, the “Released Claims”). For members of the Settlement Class who do not validly opt out, the release period shall run from July 10, 2016, through the settlement approval date (“Class Period”).
- B. **Release of PAGA Group Members.** Plaintiff, on behalf of himself and the State of California, will also fully release the Released Parties for all claims for civil penalties under the PAGA, that could have been premised on the claims that were pled or could have been pled based on the factual allegations in the SAC (“PAGA Release”). The PAGA Release shall run from May 10, 2019, through the settlement approval date (“PAGA Period”). The PAGA Group Members will not have the opportunity to opt out or object to the PAGA Amount, as described in section 3.B.5., and / or release of PAGA claims set forth in this Agreement although the release of PAGA claims will be subject to Court approval.
- C. **Plaintiff’s Release of Unknown Claims.** In light of his Class Representative Enhancement Payment, Plaintiff, Richard Ward, has agreed to the following general release, in addition to the Released Claims described in 2(A). Plaintiff releases Defendant and each of its past and present respective subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders,

employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's employment with Defendant as well as any and all acts or omissions by or on the part of Defendant. ("General Release"). Plaintiff understands that the General Release includes unknown claims and that she is, as a result, expressly waiving and relinquishing all rights and benefits to the fullest extent permitted by law and afforded by Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**"SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims. However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Miller-Jones agrees to pay a common fund of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the "Maximum Settlement Amount") in full and complete settlement of this matter, as follows:
  - A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) days after the date the Court enters an order granting final approval of the settlement or the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review; ("the Final Effective Date").
  - B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
    - (1) All payments to the Settlement Class Members;
    - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Ten Thousand Dollars (\$10,000.00);

- (3) Up to Ten Thousand Dollars (\$10,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding. Any amount not approved for Plaintiff's Enhancement payment shall remain as part of the Maximum Settlement Amount;
- (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be One Hundred Fifty Thousand Dollars (\$150,000.00), plus up to Fifteen Thousand Dollars (\$15,000) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and
- (5) Ten Thousand Dollars (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars (\$7,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), Two Thousand Five Hundred Dollars (\$2,500.00) will be payable to the PAGA Group Members as the "PAGA Amount." Miller-Jones's share of payroll taxes shall be paid by Miller-Jones separately from, and in addition to, the Maximum Settlement Amount. Defendant has represented that as of May 10, 2021, the Settlement Class Members had worked approximately 18,396 workweeks, excluding weeks where the employee did not record at least 1 hour of work. If the number of workweeks through the date of the mediation is ultimately determined to increase more than 10% (*i.e.*, 10% greater than 20,236 workweeks), the Settlement Class Members' release date will run through the date that the Settlement Class Members' workweeks reached 20,236 workweeks (*i.e.*, September 25, 2021).

4. **Settlement Award Procedures.** Settlement Class Members and PAGA Group Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment. The remaining amount shall be known as the "Net Settlement Fund."

- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. Waiting Time Amount: Ten percent (10%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member who separated their employment from Miller-Jones at any time from July 10, 2016, to September 25, 2021, shall receive an equal, pro-rata share of the Waiting Time Amount.
- ii. PAGA Amount: Each PAGA Group Member who was employed by Miller-Jones at any time from May 10, 2019, to settlement approval date, shall receive a portion of the Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Net Settlement Fund that has been designated as the "PAGA Amount" proportionate to the number of pay periods that he or she worked during the period from May 10, 2019, to settlement approval date, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is PAGA Group members' number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all PAGA Group members during this time period.
- iii. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member's Eligible Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An "Eligible Workweek" shall be any workweek in which the Class Member worked at least one day during the workweek based on Miller-Jones's records.

- C. Within ten (10) days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Miller-Jones, the Settlement Administrator will calculate Individual Settlement Award amounts and will prepare and mail Individual Settlement Awards to participating Settlement Class Members.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. All PAGA Amounts shall be designated as penalties and interest

subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member and PAGA Group Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each Settlement Class Member and PAGA Group Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be disbursed subject to the provisions of California Code of Civil Procedure 384(b)(3), with that portion of the unclaimed funds allocated under Section 384(b)(3)(C) allocated to the Justice Gap Fund established by the California State Bar.
- F. Neither Plaintiff nor Miller-Jones shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by her or its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Miller-Jones will not object to a request for a total award of attorneys' fees to Class Counsel of one-third of the Maximum Settlement Amount, which is currently estimated to be One Hundred Fifty Thousand Dollars (\$150,000.00), plus up to Fifteen Thousand Dollars (\$15,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiff's Enhancement Payment.** Miller-Jones will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Ten Thousand Dollars (\$10,000.00) in exchange for the general release of his claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for his services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancements constitute wages for

income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Miller-Jones from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold Miller-Jones, Released Parties and Class Counsel harmless and indemnify Miller-Jones, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Miller-Jones by reason of any claims relating to the non-withholding of taxes from the Enhancement.

7. **Settlement Administrator.** Miller-Jones will not object to the appointment Phoenix Settlement Administration as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Ten Thousand Dollars (\$10,000.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Justin Lo and Edward Kim of Work Lawyers, PC as Class Counsel;
- C. Appointing Richard Ward as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) days after entry of an order preliminarily approving this Settlement Agreement, Miller-Jones will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of each member of the Settlement Class, as well as the total workweeks worked by each member of the Settlement Class during the Class Period.

- B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of each member of the Settlement Class through the National Change of Address (“NCOA”) database to determine any updated addresses for each member of the Settlement Class; (ii) update the addresses of each member of the Settlement Class for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each member of the Settlement Class at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track each member of the Settlement Class mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each member of the Settlement Class.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the member of the Settlement Class immediately, and in any event within three (3) business days of obtaining the updated address. The member of the Settlement Class to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
  - i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not

be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member. In the event that five percent (5%) or more of the Members of the Settlement Class exercise their right to exclude themselves and opt out of the Settlement and Settlement Agreement, Miller-Jones retains the exclusive right, but not the obligation, to withdraw from and terminate the Settlement and the Settlement Agreement and return all parties back to their same position before the Settlement was reached and the Settlement Agreement was entered into. Miller-Jones must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Miller-Jones's withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and Miller-Jones shall pay all administration expenses incurred through the date of its termination of the Settlement.

- F. **Objections.** Settlement Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel as well as filing them with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Miller-Jones's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.
- G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a member of the Settlement Class shall disclose the amount of the member of the Settlement Class' estimated Settlement Award as well as all of the information that was used from Miller-Jones's records in order to calculate the Settlement Award, including the member of the Settlement Class s number of Workweeks during the Class Period, the number of pay periods worked during the PAGA Period (as applicable), and whether the member of the Settlement Class's employment ended during the period of July 10, 2016 and settlement approval date. Should a member of the Settlement Class disagree with Miller-Jones's records regarding the number of Eligible Workweeks and/or pay periods stated in their Notice Packet and/or whether their employment ended between July 10, 2016 and settlement approval date, to challenge the data provided. In order to challenge Miller-Jones's data, the member of the Settlement Class must provide documentation and/or an explanation demonstrating that Miller-Jones's data is

incorrect and evidencing the correct number of Eligible Workweeks and/or pay periods that the member of the Settlement Class believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

- H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks and pay periods. Where the information submitted by Miller-Jones from its records differs from the information submitted by the member of the Settlement Class, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the member of the Settlement Class and the Parties.

10. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Stay of Litigation.** Plaintiff and Defendant agree to the stay of all discovery in the Lawsuit, pending Final Approval of the Settlement by the Court.

12. **Non-Admission.** Miller-Jones denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this Settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Miller-Jones. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret,

or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

|                     |                                                                                                                                                                                                       |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| if to Miller-Jones: | Tyler Rasmussen, Esq.<br>Hannah Sweiss, Esq.<br>FISHER & PHILLIPS, LLP<br>444 South Flower Street, Suite 1500<br>Los Angeles, CA 90071<br>trasmussen@fisherphillips.com<br>hsweiss@fisherphillips.com |
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| if to Plaintiff: | Justin Lo, Esq.<br>Edward Kim, Esq.<br>WORK LAWYERS, PC<br>22939 Hawthorne Blvd., Suite 202<br>Torrance, CA 90505<br>justin@worklawyers.com<br>ed@worklawyers.com |
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15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Except as expressly provided herein, this Settlement Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Settlement Agreement, the Parties agree that this Settlement Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Plaintiff, on her own behalf and on behalf of the Members of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other. The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Plaintiff and Defendant with respect to the Settlement of the Lawsuit. The Agreement may be modified only by a writing signed by the original signatories and approved by the Court

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **No Third-Party Beneficiaries.** Plaintiff, Members of the Settlement Class, and Defendant are direct beneficiaries of this Settlement Agreement, but there are no third-party beneficiaries.

18. **Authority.** Each individual signing below warrants that he or she has the authority to execute this Settlement Agreement on behalf of the party for whom or which that individual signs.

19. **Confidentiality of Documents.** After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and other information obtained in the Lawsuit, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

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[SIGNATURES ON FOLLOWING PAGE]

**EXECUTION BY PARTIES AND COUNSEL**

DATED: 11/15/21

Miller-Jones, Mortuary & Crematory, Inc.

By:   
President  
Its: Hamilton Jones

DATED:

Richard Ward

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED:

FISHER & PHILLIPS LLP

By:   
Tyler Rasmussen  
Hannah Sweiss  
Attorneys for Defendant

DATED:

WORK LAWYERS, PC

By: \_\_\_\_\_  
Justin Lo  
Edward Kim  
Attorneys for Plaintiff

