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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

HAILEY POPOVICH, JESSICA
GONZALEZ, MARCO ACEVEDO and
CHARDAI JACKSON, as aggrieved
employees pursuant to the Private Attorneys
General Act (PAGA),

Plaintiff,

v.

RUSSELL CELLULAR, INC.; and DOES 1
to 100, inclusive

Defendants.

CASE NO: 20CECG02552

**REVISED PAGA SETTLEMENT
AGREEMENT**

This Revised PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Hailey Popovich (“Popovich”), Jessica Gonzalez (“Gonzalez”), Marco Acevedo (“Acevedo”), and Chardai Jackson (“Jackson”) (collectively “Plaintiffs”) acting

1 in a private attorney general capacity on behalf of the State of California and Defendant Russell
2 Cellular Inc. (“Defendant”).

3 **I. DEFINITIONS**

4 The following terms, when used in this Settlement Agreement, shall have the following
5 meanings:

6 1. “Action” means the following PAGA action: *HAILEY POPOVICH, JESSICA*
7 *GONZALEZ, MARCO ACEVEDO and CHARDAI JACKSON, as aggrieved employees pursuant*
8 *to the Private Attorneys General Act (PAGA), v. Russell Cellular, Inc.*, filed in Fresno County
9 Superior Court as Case No. 20CECG02552 on March 26, 2021; LWDA notice letter filed August
10 18, 2020, alleging violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7,
11 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2802, and Industrial Welfare Commission
12 Wage Order No. 7-2001. (collectively, the “Action”).

13 2. “Aggrieved Employees” means “all individuals who were employed by Defendant
14 in California and classified as non-exempt employees during the PAGA Period.” The PAGA
15 Period means “the period beginning on June 25, 2019 to July 31, 2022.”

16 3. “Court” means the Superior Court of California, County of Fresno.

17 4. “Defendant” means Russell Cellular Inc.

18 5. “Released Parties” means Russell Cellular Inc. and all of their present and former
19 parent corporations, members, affiliates, subsidiaries, divisions, predecessors, related or affiliated
20 companies, shareholders, insurers, successors and assigns, and all current and former employees,
21 attorneys, officers, directors and agents thereof, both individually and in their business capacities,
22 and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
23 insurers of such plans and programs.

24 6. “Defendant’s Counsel” means the law firm of Freeman Mathis & Gary, LLP.

25 7. “Effective Date” means the earliest date, following entry by the Court of an order
26 and judgment finally approving this settlement upon which one of the following has occurred:

- 27 a. If no objection is filed to the settlement and no objector appears at
28 the hearing of final approval, ten (10) calendar days following the
Court’s entry of the order granting approval.

- 1 b. If an objection is filed to the settlement and/or an objector appears
2 at the hearing of final approval, then the earlier of the following:
- 3 (1) The expiration of all potential appeal periods without filing of a
4 notice of appeal of the final approval order or judgment; or
- 5 (2) Final affirmance of the approval order and judgment by an
6 appellate court as a result of any appeal(s); or
- 7 (3) Final dismissal or denial of all such appeals (including any
8 petitions for review, rehearing, certiorari, etc.) such that the
9 approval order and judgment is no longer subject to further judicial
10 review.

11 8. “Individual PAGA Payments” means the amount to be paid to each of the
12 Aggrieved Employees out of 25% of the PAGA Payment. Such individual shares are to be
13 apportioned and based solely on the number of pay periods attributed to each Aggrieved
14 Employee during the PAGA Period. These shares will be calculated by the Settlement
15 Administrator based on the data Defendant submits to the Settlement Administrator thirty (30)
16 days following the Effective Date. If the thirtieth day falls on a Saturday, Sunday, or holiday, the
17 corresponding deadline will be the following business day.

18 9. “LWDA” means the California Labor & Workforce Development Agency.

19 10. “Gross Settlement Amount” means the total sum of Two Hundred Thousand
20 Dollars and Zero Cents (\$200,000.00) for payment of the Settlement Administration Expenses,
21 Attorneys’ Fees, Attorneys’ Expenses, and the PAGA Payment. The Gross Settlement Amount
22 shall be the total amount paid by Defendant in connection with this matter. The Gross Settlement
23 Amount cannot be increased for any reason.

24 11. “PAGA” means the California Labor Code Private Attorneys General Act,
25 California Labor Code section 2698, *et seq.*

26 12. “PAGA Action” means the Causes of Action collectively asserted in the Action.

27 13. “PAGA Approval Date” means the date that the Court signs the Judgment
28 approving the settlement of the PAGA Action.

1 14. “PAGA Payment” means the total amount remaining in the Gross Settlement
2 Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses, and the Administration
3 Costs. Of the PAGA Payment, 75% shall be paid to the LWDA and 25% to the Aggrieved
4 Employees. The Aggrieved Employees will be issued a form 1099 for their Individual PAGA
5 Payments.

6 15. “PAGA Period” means the time period from June 25, 2019, through and including
7 July 31, 2022.

8 16. “Parties” mean Plaintiffs Hailey Popovich (“Popovich”), Jessica Gonzalez
9 (“Gonzalez”), Marco Acevedo (“Acevedo”), and Chardai Jackson (“Jackson”) (collectively
10 “Plaintiffs”) acting in a private attorney general capacity on behalf of the State of California and
11 Defendant Russell Cellular Inc. (“Defendant”).

12 17. “Plaintiffs’ Counsel” and “PAGA Counsel” mean Mark D. Potter, Esq. and James
13 M. Treglio, Esq. of POTTER HANDY, LLP, BLUMENTHAL NORDREHAUG BHOWMIK DE
14 BLOUW LLP, and Timothy B. Del Castillo and Kent Bradbury of Castle Law: California
15 Employment Counsel, PC.

16 18. “Settlement Administrator” means Phoenix Class Action Settlement
17 Administration.

18 **II RECITALS**

19 1. On June 25, 2020, Plaintiff Hailey Popovich filed her Labor Code § 2699.3 Private
20 Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development
21 Agency (“LWDA”). On September 1, 2020, Plaintiff Hailey Popovich filed her Complaint in this
22 Action. The Complaint in the Popovich Action asserted a single cause of action under PAGA.

23 2. On July 20, 2023, a First Amended Complaint was filed in the Action adding
24 JESSICA GONZALEZ, MARCO ACEVEDO and CHARDAI JACKSON as named
25 representative PAGA Plaintiffs.

26 3. On October 25, 2021, Plaintiffs’ counsel and Defendant conducted an all-day
27 mediation in front of the well-respected mediator, Lisa Klerman, Esq.;

28 4. Prior to the mediation, the Parties engaged in an investigation and an informal
exchange of information to understand the nature of the allegations and the scope of potential

1 liability and engaged in discussions in an effort to resolve the PAGA Action. Defendant provided
2 Plaintiffs' Counsel with documents and data points related to their PAGA claims pursuant to the
3 mediation privilege;

4 5. Defendant denies all of the allegations made by Plaintiffs in the Action and denies
5 that it is liable or owes damages or other compensation or remedies to anyone with respect to the
6 Action. Defendant denies any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action and further denies that the Action is appropriate for representative treatment
8 for any purpose other than settling the Action. Defendant contends, among other things, that it has
9 complied at all times with the California Labor Code, the related California Wage Orders, and the
10 California Business & Professions Code, all other state and federal wage laws, and further
11 contends that all of its respective employees were and are paid properly and that the Action is
12 without merit.

13 6. The mediation concluded without a settlement, but the Parties and the Mediator
14 continued to engage with one another over the period of several months of hard-fought
15 negotiations. The Actions settled subsequently after all sides agreed to a Mediator's proposal
16 which was memorialized in the form of a Memorandum of Understanding ("MOU").

17 **III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT**

18 The Parties agree as follows:

19 1. Non-Admission. Defendant contends that it has complied with all federal, state, and
20 local laws that Plaintiffs allege were violated. Defendant has denied, and continues to deny, each
21 of the claims and contentions alleged in the Action. Defendant has asserted and continues to
22 assert defenses to the Action, and has expressly denied and continues to deny any wrongdoing or
23 liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement
24 Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever
25 be construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal,
26 administrative, or other proceeding against Defendant, or may be used as an admission,
27 concession, or indication by or against Defendant of any fault, wrongdoing, or liability
28 whatsoever. Nothing in this Settlement Agreement shall be construed to be an admission by
Defendant of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other

1 person, or entity, including the State of California. Defendant specifically disclaims any such
2 liability or wrongdoing. The Parties have entered into this Settlement Agreement with the
3 intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and
4 risks. This Settlement Agreement and any related court documents or orders are not and may not
5 be cited or admitted as evidence of liability. Neither this Settlement Agreement nor any of its
6 terms shall be offered or used as evidence by any of the Parties, or any of the Aggrieved
7 Employees, in the Action or in any other action or proceeding; provided, however, this shall not
8 prevent this Settlement Agreement from being used, offered, or received in evidence in any
9 proceeding to enforce, construe, or finalize this Settlement Agreement.

10 2. Qualified Stipulation to Representative Treatment. The Parties stipulate to
11 representative treatment for purposes of settlement only. Defendant contends that the facts do not
12 justify representative treatment and would contest that matter in the Action but for the Settlement
13 Agreement. The trial court has not ruled on manageability in the underlying litigation. This is not
14 intended to be, and it should not be construed as, any admission of fact or law in this matter or
15 any other matter that representative treatment is appropriate. If the Court does not grant approval
16 of this settlement, then the Parties revert to their previous positions and Defendant will not
17 stipulate to representative treatment.

18 3. Timing of Payment.

19 a. Within fifteen (15) days after the Effective Date of this settlement, Defendant shall
20 deposit One Hundred Thousand Dollars and Zero Cents (\$100,000.00) as 50% of the Gross
21 Settlement Amount in a Qualified Settlement Fund ("QSF") established by the Settlement
22 Administrator ("Initial Funding Date").

23 b. Within one hundred eighty (180) days after the Initial Funding Date, Defendant shall
24 deposit One Hundred Thousand Dollars and Zero Cents (\$100,000.00) as 50% of the Gross
25 Settlement Amount in a QSF established by the Settlement Administrator ("Final Funding Date").

26 c. Within thirty (30) days after the Effective Date of this settlement, Defendant shall
27 provide the Settlement Administrator with a list of all Aggrieved Employees including each
28 Aggrieved Employee's full name; last known address; Social Security number; and data on the
total number of pay periods attributable to each of the Aggrieved Employees during the PAGA

1 Period. Based upon this data, the Settlement Administrator will determine, and thereafter inform
2 Defendant and Plaintiffs of, the Individual PAGA Payments it will pay each of the Aggrieved
3 Employees. The information provided by Defendant to the Settlement Administrator is considered
4 by the Parties to be confidential information and will not be shared with Plaintiffs or Plaintiffs'
5 Counsel. If the thirtieth day falls on a Saturday, Sunday, or holiday, the corresponding deadline
6 will be the following business day.

7 4. Distribution of Individual PAGA Payments. The Individual PAGA Payments are
8 to be apportioned by the Settlement Administrator based on the number of pay periods attributed
9 to each Aggrieved Employee during the PAGA Period divided by the total number of pay periods
10 attributed to all Aggrieved Employees during the PAGA Period. The Settlement Administrator
11 shall determine the Individual PAGA Payments to each of the Aggrieved Employees based on the
12 data provided to it by Defendant. Defendant shall have no additional obligations to search or
13 review any records to determine the number of Aggrieved Employees or pay periods. No
14 Aggrieved Employee shall have the right to object to, or contest, the calculation of his/her/their
Individual PAGA Payment.

15 5. Payments From the Gross Settlement Amount. The Parties agree to the following
16 allocations to be paid from the Gross Settlement Amount:

17 a. PAGA Payment: The PAGA Payment is the total of the Gross Settlement
18 Amount, less the Attorneys' Fees, Attorneys' Expenses, and the Administration Costs, as
19 approved by the Court. The PAGA Payment will be subject to Court approval consistent with
20 Labor Code section 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- 21 (1) 75% of the PAGA payment being paid to the LWDA; and
- 22 (2) 25% of the PAGA payment being paid to the Aggrieved Employees per
23 Sections 5 and 6 of the Settlement Agreement.
- 24 (3) The payments set forth in section 6(a)(2) of this Settlement Agreement
25 will be reported on IRS Form 1099s. The Parties acknowledge and agree
26 that all payments under this Settlement Agreement are for the settlement
27 of contested claims for penalties. Accordingly, the Parties acknowledge
28 and agree that Defendant is not responsible for any employer-side taxes

1 in connection with any payments under this Settlement Agreement.
2 Plaintiffs and Plaintiffs' Counsel will each provide Defendant with a
3 completed W-9 form before the payments set forth in section 4(a)(2) of
4 this Settlement Agreement are made.

5 b. Attorneys' Fees and Attorneys' Expenses: Plaintiffs' Counsel shall request
6 that the Court approve an award of Attorney's Fees in an amount not to exceed one-third
7 (\$66,666.66) of the Gross Settlement Amount (\$200,000.00) pursuant to Declarations by
8 Plaintiffs' Counsel in connection with the prosecution of this Action.

9 A Joint Prosecution and Attorney Fee Split Agreement ("Agreement") was entered into
10 effective March 28, 2022, (the "Effective Date"), and sets forth the terms of the co-counsel
11 relationship by and among Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Blumenthal"),
12 Castle Law: California Employment Counsel, PC ("Castle Law"), and Potter Handy LLP ("PH")
(together, "Attorneys"), in connection with litigation of the Action.

13 Attorneys shall divide any fee award resulting from the litigation and settlement of the
14 Action, including any multiplier (i.e. premium above the lodestar), as follows: 37.5% to
15 Blumenthal, 37.5% to Castle Law, and 25% to PH regardless of lodestar.

16 Plaintiffs' Counsel shall also request up to \$14,250.00 in Attorneys' Expenses.
17 Blumenthal firm's costs are \$7,800; Castle Law firm's costs are \$4,575.35; and PH firm's costs
18 are \$1,874.64. The Attorneys' Fees and Attorneys' Expenses requests shall be subject to the
19 Court's review and approval. Defendant agrees that it will not oppose Plaintiffs' request for
20 Attorneys' Fees or Attorneys' Expenses in the amounts above. In the event that the Court
21 approves a payment of less than one-third of the Gross Settlement Amount in Attorneys' Fees,
22 and/or less than \$14,250.00 in Attorneys' Expenses, to Plaintiffs' Counsel, the unawarded
23 difference will be added to the PAGA Payment. Payment of Attorneys' Fees and Attorneys'
24 Expenses will be reported on IRS Form 1099 issued to Plaintiffs' Counsel. Except as set forth in
25 this Settlement Agreement, each party shall bear their own costs and fees of this Action. The
26 payment of Attorneys' Fees and Attorneys' Expenses shall be made by the Settlement
27 Administrator to Plaintiffs' Counsel. Approval of Attorneys' Fees and/or Attorneys' Expenses by
28 the Court in an amount(s) less than the amount(s) requested is not a material term of this

1 Settlement Agreement and the award of any Attorneys' Fees and/or Attorneys' Expenses at less
2 than requested by Plaintiffs' Counsel does not give rise to a basis to abrogate this Settlement
3 Agreement. Plaintiffs' Counsel will each provide Defendant with a completed W-9 form before
4 the payment of any Attorneys' Fees and Attorneys' Expenses awarded by the Court is made to
5 Plaintiffs' Counsel.

6 c. Administration Costs: The Settlement Administrator was selected by
7 Plaintiffs and was approved by Defendant. Subject to Court approval, Administration Costs shall
8 include the cost of the Settlement Administrator to administer the settlement in the amount not to
9 exceed \$4,250.00. If payment of less than \$4,250.00 is approved, or if the actual cost to
10 administer the settlement is less than \$4,250, the difference will be added to the PAGA Payment.
11 Approval of Administration Costs by the Court in an amount less than the amounts requested is
12 not a material term of this Settlement Agreement and the award of an amount less than requested
13 does not give rise to a basis to abrogate this Settlement Agreement. The amount of Administration
14 Expenses requested for allocation from the Settlement Payment shall not exceed \$4,250.00, based
15 upon the bid submitted by the Settlement Administrator to administrate the settlement. Except as
16 otherwise provided herein, if the Court does not grant approval of the settlement, PAGA Counsel
and Defendants shall each pay one-half of any Administration Expenses incurred.

17 6. PAGA Released Claims. In their capacity as a private attorneys general
18 "aggrieved employee" acting on behalf of themselves, the State of California, and the Aggrieved
19 Employees, and in consideration of the PAGA Payment, upon entry of the Judgment and funding
20 of the Gross Settlement Amount in full, Plaintiffs will fully release and discharge Released Parties
21 from all claims for civil penalties under PAGA, California Labor Code sections 2698, *et seq.*, that
22 were alleged in the Action, as to the Aggrieved Employees, including without limitation,
23 California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558(a)(1)(2), 1174(d),
24 1194, 1197, 1197.1, 1198, 2802(a), and Industrial Welfare Commission Wage Order No. 7-2001
25 and including all claims for civil penalties under PAGA related to alleged meal periods and meal
26 period premiums, rest periods and rest period premiums, wage statements, and business expense
27 reimbursement, interest, attorneys' fees, costs arising therefrom, that accrued during the PAGA
28 Period.

1 7. Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.

- 2 a) Plaintiffs represent and warrant that they have not assigned nor transferred nor purported to
3 assign or transfer to any person or entity, any claim or portion thereof, or interest therein,
4 which is or may be subject to this Settlement Agreement.
- 5 b) The Parties acknowledge that they have read this Settlement Agreement, that they fully
6 understand their rights, privileges and duties under the Settlement Agreement, and enter into
7 this Settlement Agreement freely and voluntarily. The Parties further acknowledge that they
8 have had the opportunity to consult with their attorneys to explain the terms of this
9 Settlement Agreement and the consequences of signing this Settlement Agreement.

10 8. No Tax Advice or Liability. Except as otherwise stated within this Agreement, all
11 payments from the Settlement Amount shall be characterized as payments subject to Form 1099
12 reporting. The Parties have had an opportunity to consult with independent tax counsel. The
13 Parties are not giving any tax advice in connection with the settlement or any payments to be
14 made pursuant to this Settlement Agreement. The Parties do not intend anything contained in this
15 Settlement Agreement to constitute legal advice regarding the taxability of any amount paid
16 hereunder, nor shall anything in this Settlement Agreement be relied upon as such. Each recipient
17 of a settlement payment shall be solely and legally responsible for paying all applicable taxes on
18 their respective settlement payments and shall indemnify and hold harmless the Parties from any
19 claim or liability for taxes, penalties, or interest arising as a result of the payments.

20 9. No Publicity. The Parties agree this settlement is confidential, except for purposes
21 of enforcement. Plaintiffs and Plaintiffs' Counsel shall not publicize the settlement on their
22 websites, in advertising/marketing materials or on social media, other than filing documents with
23 the Court. The Parties and their counsel agree that they will not issue any press releases or initiate
24 any contact with the media about the fact, amount, or terms of the settlement. If counsel for any
25 party receives an inquiry about the settlement from the media, counsel may respond only after the
26 motion for approval of the settlement has been filed and only by confirming the accurate terms of
27 the settlement. Nothing in this provision shall prevent Defendant or Released Parties from making
28 any required disclosure.

1 10. Court Approval of the PAGA Payment. Plaintiffs have filed a Motion Requesting
2 Approval of PAGA Settlement with the proposed Judgment (“Approval Motion”), and this
3 Revised PAGA Settlement Agreement will be submitted to the Court with supplemental briefing
4 to be filed with the Court.. Plaintiffs will be responsible for submitting the Parties’ revised long-
5 form settlement agreement to the LWDA consistent with PAGA. The Parties further agree to fully
6 cooperate in the drafting and/or filing of any further documents reasonably necessary to be
7 prepared or filed and shall take all steps that may be requested by the Court pertaining to the
8 approval and implementation of the Settlement.

9 11. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent
10 upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in
11 the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court’s
12 questions or concerns. If, after a good faith attempt to address the Court’s questions or comments,
13 the Court does not make a final determination to approve this Settlement Agreement, or if
14 appellate review is sought and on such review the Court’s decision is materially modified or
15 reversed, or if one or more of the material terms of the Settlement Agreement are not approved or
16 is materially modified or reversed or found to be invalid and the Parties in good faith do not
17 believe that it would be possible to make non-material modifications that would address any
18 concerns raised by the Court, then each of the Parties by and through Counsel shall have the right
19 within ten (10) business days of written notice thereof to elect to terminate the Settlement
20 Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have
21 reverted to their respective status as of the date and time immediately prior to the execution of this
22 Settlement Agreement. Any change in the amount of Attorneys’ Fees, Attorneys’ Expenses, or
23 Settlement Administration Costs shall not be material terms that allow either party to seek to void
24 the Settlement Agreement.

25 12. Within fifteen (15) court days of the execution of this agreement, POTTER
26 HANDY LLP, will request dismissal of the separate currently pending PAGA action entitled
27 *Marco Acevedo and Chardai Jackson v. Russell Cellular, Inc.*, Tulare County Superior Court
28 Case No. 285275.

1 **IV ADMINISTRATION OF SETTLEMENT**

2 1. After the execution of this Settlement Agreement, Plaintiffs will submit this
3 Settlement Agreement to the Court with supplemental briefing to be filed with the Court and will
4 submit this Settlement Agreement to the LWDA consistent with Labor Code section 2699(1)(2).

5 2. Settlement Administrator will administer the settlement and, subject to Court
6 approval, shall be paid for Administration Costs, which are estimated to be no more than
7 \$4,250.00. Defendant will provide the necessary information about the Aggrieved Employees to
8 the Settlement Administrator consistent with Section III, paragraphs 4 and 5, of this Settlement
9 Agreement.

10 3. The Settlement Administrator will report payment of the Individual PAGA
11 Payments to all required taxing and other authorities, and issue Internal Revenue Service Forms
12 1099s. The Settlement Administrator will establish a QSF, pursuant to Section 468B(g) of the
13 Internal Revenue Service, for the purposes of administering the Settlement.

14 4. Within fifteen (15) business days of the Final Funding Date, the Settlement
15 Administrator will issue to each Aggrieved Employee a check for his/her/their Individual PAGA
16 Payment at his/her/their last known home address along with an explanatory letter, attached as
17 Exhibit A. Nothing herein shall prohibit the Settlement Administrator from paying the Attorneys'
18 Fees and Attorneys' Expenses and/or PAGA Representative Enhancement Awards earlier than
19 fifteen (15) business days following the Final Funding Date. Checks will remain negotiable for
20 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be
21 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no
22 forwarding address is provided, for those settlement checks returned as undeliverable and those
23 settlement checks remaining un-cashed for more than 180 days after issuance, the Settlement
24 Administrator shall escheat those checks to the State Controller's Office, Unclaimed Property
25 Division, in the name of the absent employee.

26 5. Within fifteen (15) business days of the Final Funding Date, the Settlement
27 Administrator will pay the amount allocated to the LWDA, Attorneys' Fees, Attorneys' Expenses,
28 and Administration Costs as approved by the Court from the Gross Settlement Amount.

1 6. The Settlement Administrator will provide an accounting, by means of a
2 declaration under oath, to the Parties of the amounts paid out. This declaration, which will also
3 include the amount of un-cashed checks, and undeliverable funds, will be provided to the Court
4 once the 180 days set forth in Section IV, paragraph 4, of this Settlement Agreement expires.

5 7. Defendant makes no representations or warranties with respect to tax
6 consequences of any payment under this Settlement Agreement.

7 **V MISCELLANEOUS PROVISIONS**

8 1. Drafting. The Parties agree that the terms and conditions of this Settlement
9 Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and
10 that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of
11 having terms construed against that Party.

12 2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts
13 paid any Aggrieved Employee under the Settlement Agreement will modify any previously
14 credited hours or service under any employee benefit plan, policy, or bonus program sponsored
15 by Defendant. Such amounts will not form the basis for additional contributions to, benefits
16 under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or
17 bonus programs. The payments made under the terms of this Settlement Agreement shall not be
18 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any
19 other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus
20 program. Defendant retains the right, if necessary, to modify the language of its benefit plans,
21 policies, and bonus programs to effect this intent, and to make clear that any amounts paid
22 pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of
23 service," or any similar measuring term as defined by applicable plans, policies, and bonus
24 programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
25 additional contributions or benefits are not required by this Settlement Agreement.

26 3. Successors. This Settlement Agreement shall be binding upon and inure to the
27 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
28 successors, and assigns.

1 4. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, and
2 other fees incurred in connection with this Settlement Agreement and in connection with the
3 Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

4 5. Authority. Defendant represents and warrants that the undersigned has the
5 authority to act on behalf of Defendant and bind Defendant to the terms of this Settlement
6 Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf
7 and on behalf of the State of California (as a private attorney general under PAGA for the
8 purposes of this Action) and all who might claim through them to bind them to the terms of this
9 Settlement Agreement.

10 6. Governing Law. All terms and conditions of this Settlement Agreement will be
11 governed by and interpreted according to the laws of the State of California. If any legal or
12 equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be
13 brought in the Superior Court of California, County of Fresno.

14 7. Complete Agreement. The Parties acknowledge and represent that upon full
15 execution, except as otherwise stated herein, this Settlement Agreement contains the entire
16 understanding between them with respect to the subject matter hereof and supersedes all prior and
17 contemporaneous agreements and understandings between them, written and oral, with respect to
18 the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a
19 writing signed by the Parties hereto or their successors-in-interest.

20 8. Disputes. Any dispute between the Parties as to the remaining terms of the
21 Settlement Agreement may be presented to the mediator, Lisa Klerman, for resolution. The
22 Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and
23 other costs incurred.

24 9. Continued Jurisdiction. The Court shall retain continuing jurisdiction over the
25 Action to ensure the continuing implementation of the provisions of the Settlement Agreement.
26 The Parties agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring
27 entry of judgment.

28 10. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
and represent they are expressly authorized by the Parties whom they represent to negotiate this

1 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
2 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
3 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
4 Counsel will cooperate with each other and use their best efforts to effect the implementation of
5 the settlement of the PAGA Action. If the Parties are unable to reach agreement on the form or
6 content of any document needed to implement the settlement of the PAGA Action, or on any
7 supplemental provisions that may become necessary to effectuate the terms of this Settlement
8 Agreement, the Parties may seek the assistance of the mediator, Lisa Klerman, to resolve such
9 disagreement.

10 11. Execution and Counterparts. This Settlement Agreement may be executed in one
11 or more counterparts by facsimile, electronic signature, or email which for purposes of this
12 Settlement Agreement shall be accepted as an original. All executed counterparts and each of
13 them will be deemed to be one and the same instrument. Any executed counterpart will be
14 admissible in evidence to prove the existence and contents of this Settlement Agreement. The
15 Parties agree the litigation will be stayed for all purposes upon signing, including with respect to
16 California Code of Civil Procedure section 583.310, except such proceedings necessary to
17 implement and complete the settlement, pending the hearing on the Approval Motion to be
18 conducted by the Court.

19 12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
20 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
21 arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The
22 Parties further acknowledge that they are each represented by competent counsel and that they
23 have had an opportunity to consult with their counsel regarding the fairness and reasonableness of
24 this Settlement Agreement.

25 13. Waiver. No waiver of any condition or covenant contained in this Settlement
26 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
27 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
28 right or remedy.

1 14. Severability. If any term or provision of this Settlement Agreement is held to be
2 invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be
3 valid and will be performed, construed, and enforced to the fullest extent permitted by law, and
4 the invalid or unenforceable term will be deemed amended and limited in accordance with the
5 intent of the Parties, as determined from the face of the Settlement Agreement, to the extent
6 necessary to permit the maximum enforceability or validation of the term or provision.

7 15. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
9 this Settlement Agreement and receive approval from the Court.

10 16. Binding Agreement. This Settlement Agreement shall be binding on the Parties
11 upon signature from one of Plaintiffs' Counsel listed below and the Plaintiffs and upon signature
12 by a representative of Defendants who have authority to bind Defendants to this Agreement and
13 counsel for Defendants. This Settlement Agreement is binding only if executed by the above
14 identified representatives of both Parties. Counterpart facsimile or emailed copies of the signature
15 will have the same force and effect as an original signature. This is a binding Settlement
16 Agreement (and can be filed with the Court by either Party and enforced by either Party) with any
17 disputes between the Parties as to the terms of the Settlement Agreement to be resolved by a
18 magistrate judge, judge, or other person mutually agreed upon by the Parties and designated as
19 such herein, with any gaps or missing terms to be resolved by that person if the Parties cannot
20 agree, the resolution of which shall be final and binding on the Parties, subject to Court approval.

21 17. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms
22 and conditions of the Settlement Agreement, Plaintiff, Aggrieved Employees, the State of
23 California, and Defendant and the Released Parties, hereby waive any and all rights to appeal in
24 connection with any issue in the Judgment (separate from the right to appeal the award of
25 Attorneys' Fees, and Attorneys' Expenses, as provided in this Agreement).

26 18. Judgment To Be Entered On The PAGA Action. Any final approval order or
27 judgment pursuant to this Settlement Agreement shall result in a dismissal with prejudice of the
28 Action.

1 **IN WITNESS THEREOF**, the Parties each acknowledge that they have read the
2 foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement
3 Agreement and hereby execute it voluntarily and with full understanding of its consequences.

4
5 Dated: Jan 31, 2024

Dated: _____

6 
Hailey Popovich

Jessica Gonzalez

8
9 Dated: _____

Dated: _____

10 _____
11 Marco Acevedo

Chardai Jackson

1 **IN WITNESS THEREOF**, the Parties each acknowledge that they have read the
2 foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement
3 Agreement and hereby execute it voluntarily and with full understanding of its consequences.

4
5 Dated: _____

Dated: Jan 31, 2024

6 _____
7 Hailey Popovich



Jessica Gonzalez (Jan 31, 2024 11:38 PST)

Jessica Gonzalez

8
9 Dated: _____

Dated: _____

10 _____
11 Marco Acevedo

Chardai Jackson

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3 Agreement and hereby execute it voluntarily and with full understanding of its consequences.
4

5 Dated: _____

Dated: _____

6 _____
7 Hailey Popovich

Jessica Gonzalez

8
9 Dated: **02/03/2024**

Dated: **02/02/2024**

10 Marco Acevedo

Chardai Jackson

79CA9DCE60FD9F079B57C7799ED32FAF

146EF21CF76F048C32F7575BE28E825A

ready**sign**

ready**sign**

11 Marco Acevedo

Chardai Jackson

1 Dated: January 31, 2024

RUSSELL CELLULAR, INC.

2
3 By: Robert Lister

4 Title: CFO

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

6 Dated: January 31, 2024 BLUMENTHAL NORDREHAUG BHOMICK DE BLOUW LLP

7
8 By: _____

Kyle Nordrehaug

9 Attorneys for Plaintiffs

10
11 Dated: January 31, 2024 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

12
13 By: _____

14 Timothy B. Del Castillo

Kent L. Bradbury

15 Attorneys for Plaintiffs

16 Dated: January ___, 2024 FREEMAN MATHIS & GARY LLP

17
18 By: _____

19 Julie A. Marquis

20 Attorneys for Defendant

21 Dated: January ___, 2024 POTTER HANDY LLP

22
23 By: _____

24 Jim Treglio

25 Attorneys for Plaintiffs

1 Dated: January 31, 2024

RUSSELL CELLULAR, INC.

3 By: _____

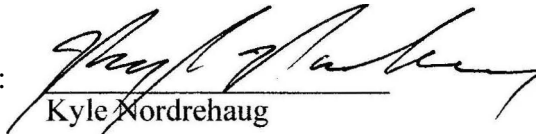
4 Title: _____

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

6 Dated: January 31, 2024

BLUMENTHAL NORDREHAUG BHOMICK DE BLOUW LLP

8 By: _____



Kyle Nordrehaug

Attorneys for Plaintiffs

11 Dated: January 31, 2024

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

13 By: _____



Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiffs

16 Dated: January 31, 2024

FREEMAN MATHIS & GARY LLP

18 By: _____



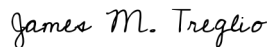
Julie A. Marquis

Attorneys for Defendant

21 Dated: January 31, 2024

POTTER HANDY LLP

23 By: _____



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readysign

Jim Treglio

Attorneys for Plaintiffs