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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

VERONICA SILVA, individually, and on
behalf of other members of the general public
similarly situated and aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

CORODATA CORPORATION, a California
corporation; CORODATA MEDIA STORAGE,
INC., a California corporation; CORODATA
RECORDS MANAGEMENT, INC., a
California corporation; CORODATA
SHREDDING, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 37-2020-00033872-CU-OE-CTL

Honorable Timothy Taylor

Department C-72

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

Complaint Filed: September 24, 2020

Trial Date: None Set

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6 CORPORATION; CORODATA MEDIA STORAGE,
INC.; CORODATA RECORDS MANAGEMENT,
7 INC.; and CORODATA SHREDDING, INC.

RECITALS

A. On July 17, 2020, Plaintiff VERONICA SILVA (“Plaintiff”) sent a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., and Corodata Shredding, Inc. (collectively “Corodata” or “Defendants”), notifying them of alleged Labor Code violations at issue.

B. On September 24, 2020, Plaintiff filed a complaint against Defendants Corodata in San Diego County Superior Court, Case No. 37-2020-00033872-CU-OE-CTL, entitled *Veronica Silva v. Corodata Corporation et al.* Plaintiff asserted, on her own behalf and on a PAGA basis, the following causes of action against Defendants: (1) failure to pay and/or properly calculate overtime (Labor Code sections 510 and 1198); (2) failure to pay minimum wages (Labor Code sections 1194 and 1197); (3) failure to timely pay final wages (Labor Code sections 201 and 202); (4) failure to provide accurate wage statements (Labor Code section 226(a)); (5) violation of PAGA (Labor Code sections 2698, et seq.); and (6) violation of Business & Professions Code sections 17200, et seq. (the “Action”).

C. Plaintiff and Defendants met and conferred and agreed to proceed to private mediation with well-renowned Southern California wage and hour mediator, Lynn Frank, and a mediation was set to proceed on August 3, 2021, with the intention of attempting to resolve the pending claims against the Parties and their related entities.

D. In the months preceding the August, 3, 2021, mediation session, Defendants produced hundreds of pages of relevant written policies, personnel records, thousands of pay and time records, and key data points including the number of current and former employees, the number of workweeks and pay periods and rates of pay for both the PAGA Period(s) and Settlement Class Period(s) (as defined below). The Parties engaged in discussions leading up to the mediation session, as well as during mediation, to ensure that each side understood the claims, defenses, groups of employees, scope and limitations of data and information, and statutory periods at issue. With respect to the PAGA claims at issue, the Parties’ negotiations expressly covered all pending claims against Defendants and took into account the number of PAGA Members (defined below) and a data sample

1 from pay periods/workweeks at issue. With respect to any potential class claims, the Parties'
2 negotiations expressly covered all pending claims against Defendants brought by Plaintiff and took
3 into account the number of Class Members (defined below) and a data sample from pay
4 periods/workweeks at issue. After more than 12 hours of negotiation at the mediation, and subsequent
5 weeks of further negotiation, the Parties agreed to a settlement in principle pursuant to a mediator's
6 proposal. On October 1, 2021, the Parties fully executed a lengthy Memorandum of Understanding,
7 or MOU, setting forth essential terms of the settlement agreement.

8 E. On January 24, 2022, Plaintiff filed a First Amended Class Action Complaint
9 for Damages in the Action which: (a) amended the Class Period to be from April 6, 2016 to November
10 1, 2021; (b) amended the PAGA Period to be April 6, 2019 to November 1, 2021; (c) added the
11 following causes of action: (1) violation of Labor Code sections 226.7 and 512(a) (failure to provide
12 meal periods); (2) violation of Labor Code section 226.7 (failure to authorize and permit rest periods);
13 (3) violation of Labor Code section 204 (failure to timely pay wages during employment); (4) violation
14 of Labor Code section 1174(d) (failure to maintain payroll and timekeeping records); (5) violation of
15 Labor Code sections 2800 and 2802 (failure to reimburse business expenses); (6) violation of Labor
16 Code section 246 (failure to comply with sick leave requirements); (7) Labor Code sections 551 and
17 552 (failure to provide one day's rest in seven); (d) updated the failure to pay minimum wage due
18 claim (Labor Code sections 1194 and 1197) by adding Labor Code section 1197.1; and (e) updated
19 the violation of Labor Code section 2698, et seq. (PAGA) cause of action by adding: (1) violation of
20 Labor Code section 226 (failure to pay reporting time pay); (2) violation of Labor Code section
21 1174(d) (failure to maintain payroll and timekeeping records); (3) violation of Labor Code section 246
22 (failure to comply with sick leave requirements); and (4) violation of Labor Code sections 551 and
23 552 (failure to provide one day's rest in seven).

24 F. To date, the Labor and Workforce Development Agency has not provided
25 notice to Plaintiff or Defendants of its intent to investigate the alleged violations set forth within any
26 of Plaintiff's PAGA Letter pursuant to Labor Code section 2699.3(a)(2)(B). Plaintiff is thus deputized
27 by the LWDA to pursue and resolve the claims set forth in her PAGA Letter.

28 G. Plaintiff, through her counsel, represents that she has diligently pursued an

1 investigation of the proposed Class Members' [defined below] claims against Defendants, as well as
2 those claims against applicable Defendants brought on behalf of the State and allegedly aggrieved
3 employees, any applicable defenses, and the applicable law, including with respect to the claims set
4 forth in Plaintiff's PAGA letter identified above and the First-Amended Complaint. The investigations
5 by Plaintiff and her counsel included, *inter alia*, the exchange of information pursuant to informal
6 discovery, legal and factual research of the strengths and weaknesses of each claim, consideration of
7 samples of data and projections re same, meet and confer communications between Plaintiff's counsel
8 and Defendants' counsel in preparation for mediation, review and analysis of relevant timekeeping
9 and pay data, and other information and argument. Based on the foregoing information and on
10 Plaintiff's counsel's own independent investigations and evaluations, Plaintiff's counsel is of the
11 opinion this settlement, for the consideration and on the terms in this Joint Stipulation for Class Action
12 Settlement ("Settlement" or "Settlement Agreement"), which was reached after arms-length
13 negotiations, is fair, reasonable and adequate, and is in the best interest of the proposed Class, the
14 PAGA Members, and the State of California, given all known facts and circumstances, including the
15 risk of significant delay and uncertainty associated with litigation, and various defenses asserted by
16 Defendants.

17 DEFINITIONS

18 1. "Action" means the lawsuit consisting of class and PAGA claims filed by
19 Plaintiff, including the facts, theories claims and causes of action listed in any Complaint, First-
20 Amended Complaint, the July 17, 2020 PAGA letter to the LWDA, and the lawsuit consisting of
21 PAGA and substantive claims filed by Plaintiff.

22 2. "Class List" means a list of Class Members and PAGA Members that
23 Defendants will compile from their records (based on last known information) and provide to the
24 Settlement Administrator. The Class List shall be formatted as an Excel spreadsheet and shall include
25 each Class Member's last known name; last known address; telephone number; social security
26 number, number of workweeks or worked during the Settlement Class Period and number of
27 workweeks worked during the PAGA Period.

28 3. "Class Members" shall mean all persons employed by Defendants in California

1 in a non-exempt hourly paid position and any non-exempt hourly Temps placed or assigned at
2 Defendants' California locations during the Settlement Class Period. Defendants represent that as of
3 November 1, 2021, they estimate based on their available payroll data that the Class included
4 approximately 786 Class Members.

5 4. "Class Representative Enhancement" means the amount to be paid to Plaintiff
6 in recognition of her efforts and work and risk in prosecuting the Action. Defendants agree not to
7 oppose the Class Representative Enhancements to the extent the request does not exceed Ten
8 Thousand Dollars and No Cents (\$10,000.00) to Plaintiff, subject to Court approval. Any portion of
9 the Class Representative Enhancement not awarded to Plaintiff shall be available in the Net Settlement
10 Amount to pay "Individual Settlement Payments," as defined below.

11 5. "Court" means the Superior Court of the State of California, County of San
12 Diego, or any other court taking jurisdiction of the litigation.

13 6. "Defendants" means Corodata Corporation, Corodata Media Storage, Inc.,
14 Corodata Records Management, Inc., and Corodata Shredding, Inc.

15 7. "Defendants' Counsel" means Michelle Falconer, James Hart, and Ian
16 Robertson of Littler Mendelson, P.C.

17 8. "Effective Date" shall mean the date settlement is finally approved in each case
18 and each of the courts' orders granting Settlement Approval and entry of Final Judgment becomes
19 final and is no longer appealable. For purposes of this settlement, "becomes final and is no longer
20 appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the
21 applicable Court of Appeal of the order and judgment approving this settlement may be timely filed
22 and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal or other collateral
23 attack is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner
24 that confirms the validity of the order and judgment, the day after the last date for filing a request for
25 further review of the order and judgment approving this settlement passes, and no further review is
26 requested; or (c) if an appeal or other collateral attack is filed and the order approving this settlement
27 is affirmed and further review of the order is requested, the day after the review or other collateral
28 attack is finally resolved and the order and judgment approving this settlement is affirmed. In the event

1 that: (i) the Court does not approve the settlement as provided herein; or (ii) the Effective Date does
2 not occur for any other reason, then this settlement, and any documents generated to bring it into effect,
3 will be null and void, and the Parties will be returned to their respective positions. The Effective Date
4 cannot occur, and Defendants will not be obligated to fund this settlement, until and unless there is no
5 possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming
6 final and binding.

7 9. “Escalator Clause.” The GSA (defined below) was negotiated based on
8 Defendants' representations at mediation as to the number of workweeks through April 27, 2021 for
9 Defendants with a total of 37,817 workweeks. If the number of workweeks for Defendants’ employees
10 ultimately increase by more than 15% over 37,817 (i.e. 43,490 or more), Defendants shall have the
11 option of either (a) increasing the GSA on a pro rata basis equal to the percentage increase in the
12 number of workweeks above 15% or (b) capping the Class Period by choosing to modify the start date
13 or end date of the settlement period so that the total number of workweeks does not exceed 43,490 and
14 no increase in the GSA is required. Should Defendants choose (b) above, the Class Period will be
15 modified at Defendants’ discretion to either start or end one week prior to the 43,490 workweek
16 number being reached.

17 10. “Final Approval” means the Court order and judgment granting final approval
18 of the Settlement.

19 11. “Gross Settlement Amount” or “GSA” shall be Eight Hundred Twenty Two
20 Thousand, Six Hundred Thirty One Dollars and Eight Cents (\$822,631.08), inclusive of all fees, costs
21 and payments approved by the Court in connection with this Settlement. The Gross Settlement
22 Amount is non-reversionary, and no portion of the Gross Settlement Amount shall revert to
23 Defendants. In no event shall Defendants be required to pay more than the Gross Settlement Amount
24 with the exception that Defendants shall remit their share of the employer’s payroll taxes, as provided
25 herein, in addition to the Gross Settlement Amount, and with the exception of the possible pro rata
26 increase pursuant to the Escalator Clause as defined above. As part of the settlement process,
27 Defendants will provide the number of workweeks worked by Class Members through
28 November 1, 2021 or the date upon which the Escalator Clause provisions require increase amounts

1 over the GSA and total number of workweeks.

2 12. "Individual Settlement Payment" shall mean each Settlement Class Member's
3 pro-rata share of the Net Settlement Amount, less applicable withholdings, based on the number of
4 workweeks worked by the individual Class Member during the Settlement Class Period, plus his or
5 her pro-rata share of the PAGA Payment based on the number of workweeks he or she worked as an
6 PAGA Member during the PAGA Period, if any.

7 13. "Net Settlement Amount" or "NSA" shall be the Gross Settlement Amount after
8 the following deductions are made: (a) all costs of settlement administration performed by a settlement
9 administrator to be agreed upon by the Parties ("Administrator" or "Settlement Administrator");
10 (b) enhancement payments to Plaintiff; (c) the PAGA Payment; and (d) costs and attorneys' fees for
11 Plaintiff's Counsel. Any sums not awarded for attorneys' fees, costs, class representative
12 enhancement, and settlement administration costs and amounts not claimed by Class Members shall
13 be added to the NSA at the time of distribution.

14 14. "Notice Deadline" is the date by which a request for exclusion from the
15 Settlement or an objection by a Class Member must be submitted to the Settlement Administrator as
16 indicated by the postmark date. The Notice Deadline is the date forty-five (45) calendar days after the
17 date the Notice of Pendency of Class Action Settlement is first mailed to Class Members, unless the
18 Court requires a different period, in which case the Court-ordered Notice Deadline shall apply.

19 15. "Notice of Pendency of Class Action Settlement" means the notice
20 (substantially in the form attached as "Exhibit A") advising the Class Members of their rights under
21 this Settlement Agreement. Each Class Member's Notice of Pendency of Class Action Settlement will
22 list, without limitation: (1) the Class Member's periods of employment as a non-exempt hourly paid
23 employee or Temp (as defined below) placed at Defendants in California during the Settlement Class
24 Period, based on Defendants' business records; (2) the Class Member's estimated Individual
25 Settlement Payment; (3) the claims being released by the Class Member; and (4) the Notice Deadline.
26 The estimated Individual Settlement Payment listed on the Notice of Pendency of Class Action
27 Settlement will be calculated based on the assumption that all Class Members are eligible for
28 Individual Settlement Payments, and therefore may increase if one or more Class Members timely opt-

1 out of the Action. The agreed upon Notice of Pendency of Class Action Settlement is attached hereto
2 as **Exhibit “A.”**

3 16. “PAGA Approval” means the Court order granting approval of the portion of
4 the Settlement resolving the PAGA Claims and approving the PAGA Payment.

5 17. “PAGA Claims” means the claims for civil penalties pursuant to the California
6 Labor Code Private Attorneys General Act of 2004 or PAGA (Labor Code section 2698, *et seq.*)
7 arising during the PAGA Period asserted by Plaintiff on behalf of the California Labor and Workforce
8 Development Agency and the PAGA Members as set forth in Plaintiff’s First-Amended Complaint
9 and July 17, 2020 PAGA letter.

10 18. “PAGA Members” shall mean, for purposes of the PAGA Claims, all persons
11 employed by Defendants in California in a non-exempt hourly paid position and any non-exempt
12 hourly Temp (as defined below) placed at Defendants in California during the PAGA Period.

13 19. “PAGA Payment” means the amount to be paid to the California Labor and
14 Workforce Development Agency and the PAGA Members under California Labor Code section 2699,
15 subd. (i), for resolution of the PAGA Claims set forth in Plaintiff’s First-Amended Complaint and
16 July 17, 2020 PAGA letter to the LWDA. The Parties have negotiated and agreed that \$65,000.00 of
17 the Gross Settlement Amount shall be allocated to the PAGA Payment. In accordance with Labor
18 Code section 2699, subd. (i), 75%, of the PAGA Payment, or Forty-Eight Thousand Seven Hundred
19 Fifty Dollars and No Cents (\$48,750.00) shall be paid from the Gross Settlement Amount to the
20 LWDA (“PAGA LWDA Payment”), and 25% of the PAGA Payment, or Sixteen Thousand Two
21 Hundred Fifty Dollars and No Cents (\$16,250.00), shall be paid from the Gross Settlement Amount
22 to the PAGA Members (“PAGA Employee Payment”) pursuant to the terms of Paragraph 3.3 of the
23 Terms of Agreement.

24 20. “PAGA Period” means: April 6, 2019 to November 1, 2021.

25 21. “Representative Enhancement” means the amount to be paid to Plaintiff in
26 recognition of her efforts and work and risk in prosecuting the Action and in exchange for a general
27 release of all claims (including a California Civil Code § 1542 waiver) and in exchange for acting as
28 class representatives, to be designated 50 percent as an enhancement payment and 50 percent as a

1 general release payment. Defendants agree not to oppose a Representative Enhancement to the extent
2 the request does not exceed Ten Thousand Dollars and No Cents (\$10,000.00), subject to Court
3 approval. Any portion of the Representative Enhancement not awarded to Plaintiff shall be available
4 in the Net Settlement Amount to pay “Individual Settlement Payments,” as defined below.

5 22. “Parties” means Plaintiff and Defendants, collectively.

6 23. “PAGA Workweek Payment” shall mean an PAGA Member’s pro-rata share
7 of the PAGA Employee Payment, based on the number of estimated workweeks worked by the PAGA
8 Member during the PAGA period.

9 24. “Plaintiff” means Veronica Silva.

10 25. “Plaintiff’s Counsel” means Justice Law Corporation.

11 26. “Plaintiff’s Counsel Award” means the attorneys’ fees and costs agreed upon
12 by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the
13 Action, including, but not limited to, fees and costs associated with investigating and prosecuting the
14 Action, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry
15 of the Judgment granting Final Approval of the Settlement, handling any appeal or collateral attack of
16 the Judgment finally approving the Settlement, and expenses for any consultants and/or experts. The
17 Plaintiff’s Counsel Award shall not include Settlement Administration Costs. Subject to Court
18 approval, Plaintiff’s Counsel Award shall be up to thirty-five percent (35%) of the Gross Settlement
19 Amount (estimated at Two Hundred Eighty Seven Thousand, Nine Hundred Twenty Dollars and
20 Eighty Seven Cents (\$287,920.87) if the Gross Settlement Amount is \$822,631.08), plus Plaintiff’s
21 Counsel’s costs and expenses, subject to proof and not to exceed Ten Thousand Dollars and No Cents
22 (\$10,000.00). Defendants and their counsel shall not object to, or otherwise oppose, a request for the
23 Plaintiff’s Counsel Award that is not inconsistent with the amounts stated herein, subject to the Court
24 finally approving this Settlement Agreement and subject to the exhaustion of any appeals. To the
25 extent the Court awards less than the requested fees and/or costs and expenses to Plaintiff’s Counsel,
26 the amounts reduced shall be available in the Net Settlement Amount to pay “Individual Settlement
27 Payments,” as defined below.

28 27. “Preliminary Approval” means the Court order granting preliminary approval

1 of the Settlement.

2 28. “Released Parties” means Defendants and each and all of their past and present
3 parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint
4 venturers and affiliates, and each of their respective current and former directors, officers, managers,
5 employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors,
6 representatives, general partners, limited partners, joint venturers, and affiliated companies, and each
7 of their respective executors, predecessors, successors, assigns and legal representatives and all
8 working with or in concert with them or connected with them, including without limitation, Temp
9 Agencies.

10 29. “Settled Claims” means any and all claims arising during the Settlement Class
11 Period that any Settlement Class Member may have against a Released Party, whether known or
12 unknown, that were alleged in the operative Complaint and the PAGA letter in the applicable Action,
13 or which could have been alleged based on the facts alleged therein. “Settled Claims” is intended to
14 and includes all types of relief available for the above-referenced claims, including, without limitation,
15 any claims for damages, restitution, losses, penalties, attorneys’ fees, costs, expenses, and interest, and
16 releases all claims that would be subject to res judicata, regardless of theory or law alleged. The Final
17 Judgment shall expressly provide that bars each and every Settlement Class Member, other than those
18 who have validly opted out, from asserting any Settled Claims in the future.

19 30. “Settlement” or “Settlement Agreement” means this Joint Stipulation for Class
20 Action Settlement, which is made and entered into by and between the Parties.

21 31. “Settlement Administrator” means Phoenix Administrators or any other
22 experienced third-party class action Settlement Administrator approved of by the Parties and approved
23 of by the Court to administer this Settlement. The Parties each represent they have no financial interest
24 in Phoenix Administrators or otherwise have a relationship with Phoenix Administrators that creates
25 a conflict of interest and will make all warranties necessary to this same effect if a Settlement
26 Administrator other than Phoenix Administrators is selected.

27 32. “Settlement Administration Costs” means the cost payable from the Gross
28 Settlement Amount to the Settlement Administrator for administering this Settlement. This includes,

1 but is not limited to, processing and mailing payments to Plaintiff, Plaintiff's Counsel, Settlement
2 Class Members, printing and mailing the Notice Packets to the Class Members as directed by the
3 Court; receiving and reporting the Requests for Exclusion; providing declaration(s) as necessary in
4 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually
5 agree or the Court orders the Settlement Administrator to perform. The Settlement Administration
6 Costs shall not exceed Eleven Thousand Five Hundred Dollars and No Cents (\$11,500.00). Any such
7 funds allocated as Settlement Administration Costs which are not incurred by the Settlement
8 Administrator or otherwise not awarded by the Court shall be distributed to the Settlement Class
9 Members from the Net Settlement Amount.

10 33. "Settlement Class Members" includes all Class Members who do not timely
11 opt-out of the Action.

12 34. "Settlement Class Period" means, subject to potential revisions based on the
13 Escalator Clause as described more fully herein, the period of time starting on April 6, 2016 and
14 ending on November 1, 2021.

15 35. "Temps" means individuals employed by Temp Agencies and assigned to one
16 or more of Defendants in California during the Settlement Class Period, which does not include direct
17 employees of Defendants.

18 36. "Temp Agencies" includes the following temporary employment agencies or
19 staffing agencies: Accountemps; Accounting Principals; Adecco; Aerotek; Aston Carter; CorTech;
20 Decton; Manpower; Modis, Inc.; Pridestaff; ProDrivers; Randstad; Robert Half Tech; Roth Staffing
21 Companies, LP; Select Staffing; Silicon Valley Staffing; Slingshot Connections; Snelling; Solomon-
22 Page Group LLC; Spectra 360; Staffworks; and Viking Staffing.

23 37. "Workweek Payment" shall mean Settlement Class Member's pro-rata share of
24 the Net Settlement Amount, less applicable withholdings, based on the number of workweeks worked
25 by the individual Settlement Class Member during the Settlement Class Period. The NSA shall be
26 divided by the total workweeks according to company records and estimates worked by all Class
27 Members during the Class Period as applicable to determine a per workweek payout to all Class
28 Members who do not opt out Settlement Class Members. This rate shall be referred to as the

1 Workweek Rate. Each Settlement Class Member shall be paid an amount equal to their individual
2 workweeks worked Settlement Class Period, multiplied by the NSA divided by all workweeks worked
3 during the applicable Settlement Class Period.

4 **TERMS OF AGREEMENT**

5 1. **General.**

6 1.1 Incorporation of Recitals and Definitions into Terms of Settlement Agreement.

7 The Parties agree that all of the “Recitals” and “Definitions” referenced hereinabove in this Settlement
8 Agreement are incorporated by reference into this Settlement Agreement as material terms of this
9 Settlement Agreement.

10 1.2 Terms of Settlement Agreement Subject to Conditional Class Certification and

11 Court Approval. This Settlement Agreement is made and entered into by and between Plaintiff,
12 individually and on behalf of all Class Members, and Defendants, and subject to the terms and
13 conditions hereof, and the Court’s PAGA Approval, and the Court’s Preliminary and Final Approval.
14 All terms in this Settlement Agreement are subject to Court approval and conditional class certification
15 for settlement purposes only. Should the Court, or any other court taking jurisdiction of this matter,
16 decline to substantially approve all material aspects of the Settlement, refuse to grant PAGA Approval,
17 conditionally certify the Class for purposes of the Class Settlement substantially as defined in this
18 Settlement Agreement (although insubstantial and non-substantive differences of wording of the
19 definition of the Class shall have no effect on this Settlement Agreement), fail to grant Preliminary
20 Approval or Final Approval of the Class Settlement, or for any reason determine that Final Judgment
21 shall not be entered in the Action, the Parties shall work in good faith to remedy any concerns of the
22 Court in its failure to approve all material aspects of the Settlement, grant PAGA Approval,
23 conditionally certify the Class for purposes of the Class Settlement, grant Preliminary Approval or
24 Final Approval of the Class Settlement, or determine that Final Judgment shall not be entered in the
25 Action. After the Parties have exhausted their good faith efforts and have complied with the
26 instructions and/or guidance from the Court, and the Court fails to approve all material aspects of the
27 Settlement, grant PAGA Approval, conditionally certify the Class for purposes of the Class
28 Settlement, grant Preliminary Approval or Final Approval of the Class Settlement, or determine that

1 Final Judgment shall not be entered in the Action, Defendants shall have no obligation to make
2 payment of the Gross Settlement Amount or any portion thereof; the Parties shall pay the Settlement
3 Administrator for work performed up to that point, which shall be split evenly between the Parties;
4 and the litigation will restart as if no Settlement Agreement had been made, with the Parties being
5 restored to their positions at the time of the execution of the MOU.

6 1.3 The Parties have agreed to settle the Action in Court, including Settled Claims,
7 for the mutual benefit of the Parties and Class Members. This Agreement, the settlement process
8 (including but not limited to motions, correspondences, communications and filings), the proceedings,
9 and anything related to them shall have no impact on any individual arbitration agreements between
10 Defendants and any of Defendants' employees, regardless of whether they are Class Members or
11 PAGA Members. The Parties agree that the submission of Settled Claims to the Court is solely for
12 the purposes settlement and shall not be deemed as an invalidation, waiver, voidance of the arbitration
13 agreements, and shall have no negative impact on their continuing validity. By failing to request
14 exclusion with an Opt Out Request, any Class Member will be deemed to agree to the provisions of
15 this Paragraph.

16 1.4 For Temps, Defendants will make a good faith effort to identify the full name,
17 last known address, full social security number and number of workweeks at issue for those
18 individuals. However, to the extent Defendants are unable to do so, the Parties shall work
19 cooperatively to obtain these individuals' full names, last known addresses, full social security
20 numbers and workweeks worked for Defendants. The Parties will work cooperatively to incorporate
21 said information regarding Temps into the class data to be provided to the settlement administrator(s).
22 Plaintiff's Counsel will further be required to determine a method acceptable by the applicable court
23 (such as public notice) to provide notice of, and payment to, Temps as part of the settlement.

24 **2. Defendants' Obligations Under the Settlement Agreement.**

25 2.1 Gross Settlement Amount. Within fifteen (15) business days after the Effective
26 Date, and in consideration for the releases and other terms described herein, Defendants shall pay the
27 Gross Settlement Amount to the Settlement Administrator, which will be used: (1) to satisfy the claims
28 of all Settlement Class Members; (2) to satisfy the Court-approved Class Representative Enhancement

1 in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) to Plaintiff; (3) to satisfy
2 the PAGA Payment to the LWDA and the PAGA Members; (5) to pay the Settlement Administration
3 Costs as approved by the Court; and (6) to pay the Plaintiff's Counsel Award as approved by the Court.
4 The Individual Settlement Payments paid to Settlement Class Members and PAGA Members shall be
5 reported by the Settlement Administrator at the appropriate time by IRS W-2 and IRS Form 1099, as
6 required by applicable state and/or federal law. Any sums not awarded for attorneys' fees, costs, class
7 representative enhancement, and settlement administration costs and amounts not claimed by Class
8 Members shall be added to the NSA at the time of distribution. This is an all-in settlement. No money
9 will revert to Defendants. With the sole exception of employer-side payroll taxes and the Escalator,
10 under no circumstances will Defendants be required to pay any amount in excess of the GSA and all
11 Parties shall pay their own fees and costs except as expressly provided herein.

12 2.1.1 Class Representative Enhancement. In exchange for the General Release
13 detailed herein, the release of all Settled Claims, and in recognition of Plaintiff's risk, time and effort
14 in bringing and prosecuting the Action on behalf of the Class Members, Defendants agree not to object
15 to the Class Representative Enhancement for Plaintiff not to exceed Ten Thousand Dollars and No
16 Cents (\$10,000.00), designated half (1/2) as an enhancement payment and half (1/2) as a general release
17 payment with a release of protections under Civil Code 1542, which provides "A general release does
18 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
19 favor at the time of executing the release and that, if known by him or her, would have materially
20 affected his or her settlement with the debtor or released party." The Class Representative
21 Enhancement shall be reported by the Settlement Administrator by an IRS Form 1099, without
22 withholdings or deductions. The Class Representative Enhancement shall be in addition to Plaintiff's
23 Individual Settlement Payment. However, if the Court awards less than the requested Class
24 Representative Enhancement, Plaintiff agrees to accept the Court's award as final and binding and any
25 reductions by the Court to the Class Representative Enhancement shall not be a basis for Plaintiff to
26 object to or otherwise not be bound by this Settlement Agreement. Any reduction in the amount of
27 the Class Representative Enhancement by the Court shall remain in the Net Settlement Amount.
28 Plaintiff shall be solely and legally responsible to pay any and all applicable employee-side taxes on

1 each's Class Representative Enhancement and shall indemnify and hold harmless Defendants and
2 Plaintiff's Counsel from any claim or liability for taxes, penalties, and/or interest arising as a result of
3 the payment, including any resulting taxes, penalties, and interest deemed payable by Defendants.

4 2.1.3 Settlement Administration Costs. The Settlement Administrator shall be paid
5 for the costs of administration of the Settlement, and distribution of all payments from the Gross
6 Settlement Amount, including but not limited to the calculation and withholding of employee-paid
7 taxes from all gross amounts for all Individual Settlement Payments and all other responsibilities
8 delegated to the Settlement Administrator in this Settlement Agreement or ordered by the Court. The
9 maximum payment for the Settlement Administration shall not exceed Eleven Thousand Five Hundred
10 Dollars and No Cents (\$11,500.00) or the lowest reasonable amount by an administrator acceptable to
11 all Parties that can reasonably be achieved by the Parties. No fewer than fifteen (15) calendar days
12 prior to the hearing for Final Approval, the Settlement Administrator shall provide the Court and all
13 counsel for the Parties with a statement detailing the Settlement Administration process and costs.
14 The Parties agree to cooperate in the settlement administration process and to make all reasonable
15 efforts to control and minimize the costs and expenses in the administration of the Settlement. The
16 Parties each represent they have no financial interest in the Settlement Administrator. The Settlement
17 Administrator shall be responsible for those tasks listed in Paragraph 3 below. The Settlement
18 Administrator shall keep the Parties timely apprised of the performance of all Settlement
19 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
20 documents required by administration of this Agreement shall be prepared by the Settlement
21 Administrator. Any expenses in connection with such preparation shall be a cost of administration of
22 the Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs, as
23 approved by the Court, within fifteen (15) calendar days after Defendants fund the Gross Settlement
24 Amount.

25 2.1.4 Net Settlement Amount or "NSA". The portion of the Gross Settlement
26 Amount remaining after payment of the Class Representative Enhancement, Representative
27 Enhancement, Settlement Administration Costs, the PAGA Payment, and Plaintiff's Counsel Award
28 shall be available for distribution to Settlement Class Members in accordance with Paragraph 3.3.

2.2 Payment of Plaintiff's Counsel Award. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for a Plaintiff's Counsel Award not to exceed thirty-five percent (35%) of the Gross Settlement Amount, estimated to be Two Hundred Eighty Seven Thousand, Nine Hundred Twenty Dollars and Eighty Seven Cents (\$287,920.87) if the Gross Settlement Amount is \$822,631.08, plus costs and actual expenses subject to proof not to exceed Ten Thousand Dollars and No Cents (\$10,000.00), to be paid out of the Gross Settlement Amount. The Settlement Administrator will pay to Plaintiff's Counsel the Court-approved Plaintiff's Counsel Award, in the amount approved by the Court, within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made under this Paragraph. The Settlement Administrator shall issue IRS Form 1099 – MISC, Box 14 for the Plaintiff's Counsel Award. Said payment shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and PAGA Members [defined below] and their counsel shall bear their own fees and costs in connection with the litigation, including but not limited to defending the preliminary and final approval motions and defending against any objections, appeals, or the like. For avoidance of doubt, this also includes post-settlement efforts, fees and costs.

2.3 Attorneys' Fees and Costs. Except as set forth herein, each party shall bear its own costs and attorneys' fees. Defendants are not responsible or liable for any distribution of attorneys' fees and costs amongst the Plaintiff's Counsel or other attorneys, and Plaintiff's Counsel will indemnify and hold harmless Defendants for any dispute about the division of fees and costs between or among counsel.

3. Settlement Administration Process.

3.1 Notice Procedure for Class Members. The Settlement Administrator shall be responsible for the following notice procedure that shall be used to provide the requisite information to Class Members about the Class Settlement. No separate notice shall be sent to PAGA Members, as there is no provision for PAGA Members to opt-out of the PAGA settlement.

3.1.1 Class Information for Temps. For Temps, Defendants will make a good faith effort to identify the full name, last known address, full social security number, and number of

workweeks at issue for those individuals and provide a declaration describing the efforts. As part of a Preliminary Approval Order, the Court shall have authority to order any further efforts to obtain the full name, last known address and full social security number of all Class Members and PAGA Members who were employed as Temps to Defendants during the Class Period and PAGA Period. Workweeks for Temps are based on good faith estimates from available information to Defendants.

3.1.2 Delivery of the Class List. Within thirty (30) calendar days after Preliminary Approval, Defendants shall provide the Class List to the Settlement Administrator. The Class List shall remain confidential and shall not be disclosed to anyone or used for any purpose, except to carry out reasonable efforts described below, or under express written authorization by the Defendants, or by order of the Court.

3.1.3 Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after the delivery of the Class List, the Settlement Administrator shall perform an electronic address search using the National Change of Address Database or a similar tool, and shall send the Notice of Pendency of Class Action Settlement to all Class Members via regular First Class U.S. Mail, using the most current mailing addresses identified.

3.1.4 Request for Exclusion Procedure. The Notice of Pendency of Class Action Settlement shall provide Class Members with instructions on how to request exclusion from this Settlement. To be excluded, Class Members must submit an opt out request in writing, signed by the Class Member seeking exclusion from the Settlement, and postmarked on or before the Notice Deadline. Such written request for exclusion must contain the name, address, telephone number of the Class Member requesting exclusion. The request for exclusion must additionally state, in substance:

I have read and fully understand the Notice of Pendency of Class Action Settlement and I wish to opt out of the Action and settlement.

Class Members may consult counsel regarding the exclusion from the Settlement. The written request for exclusion, however, must be personally signed by the Class Member who seeks to opt out. No Class Member may opt out by a request signed by an actual or purported agent or attorney acting on behalf of the Class Member. No opt-out request may be made on behalf of a group of Class Members.

1 Any Class Member who requests exclusion from the Settlement will not be entitled to an Individual
2 Settlement Payment and will not be bound by the Settlement Agreement (except as to the release of
3 PAGA claims) or have any right to object, appeal, or comment in Court thereon. Class Members who
4 fail to submit a valid and timely request for exclusion on or before the Notice Deadline shall be bound
5 by all terms of the Settlement Agreement and the Order and Final Judgment as Settlement Class
6 Members. PAGA Members shall not be able to object to or opt out of the PAGA portion of the
7 Settlement. In the event that a Class Member who is also a PAGA Member objects to and/or opts out
8 of the Settlement, he or she will still be paid their pro rata share of the PAGA Member Payment, and
9 will still be bound by the release of PAGA claims.

10 3.1.5 Defendants' Option to Terminate Settlement. If five percent (5%) or more of
11 the Class Members request to be excluded from the Settlement, Defendants shall have, in their sole
12 discretion, the option to rescind this Settlement Agreement. Defendants must exercise this right to
13 rescind in writing to Plaintiff's Counsel within fourteen (14) calendar days after the Settlement
14 Administrator notifies the Parties of the total number of requests for exclusion.

15 3.1.6 Objections. Only Settlement Class Members may object to the Settlement. To
16 object, a Settlement Class Member may submit a written objection to the Settlement Administrator no
17 later than the Notice Deadline, stating why he or she objects to the Settlement. If a Settlement Class
18 Member elects to submit a written objection, the written objection should state all objections which
19 the Settlement Class Member wishes to assert and the complete factual bases therefore. Plaintiff's
20 Counsel and counsel for Defendants may, before the hearing for Final Approval, file responses to any
21 written objections submitted. At no time shall any of the Parties or their counsel seek to solicit or
22 otherwise encourage Settlement Class Members to submit written objections to the Settlement
23 Agreement or appeal from the Order and Final Judgment. Because of the inherent conflict that would
24 result, Plaintiff's Counsel and Defendants' Counsel both agree that they will not represent any
25 Settlement Class Members with respect to any objections to or appeals of this Settlement. If a Class
26 Member submits both an opt-out request and an objection, the opt-out request will be operative and
27 the objection will be deemed invalid.
28

1 3.1.7 Employment Date Disputes. Each Class Member's individualized employment
2 date information (*i.e.*, the dates during which a Class Member was employed by Defendants or a Temp
3 placed at Defendants in a non-exempt hourly paid position in California during the Settlement Class
4 Period) is based on Defendants' business records and/or information obtained from Temp Agencies
5 and will be provided in the Notice of Pendency of Class Action Settlement. As Defendants have at
6 most limited information on Temps, the Parties agree that Defendants will send a letter to relevant
7 Temp Agencies requesting that their Temps' demographic information and sufficient data to calculate
8 workweeks worked at Defendants' facilities be sent directly to the Settlement Administrator. Should
9 any Temp agency refuse to voluntarily provide this information, Plaintiff will subpoena such records
10 and circulate all responses to Defendants and the Settlement Administrator. Class Members will have
11 the opportunity, should they disagree with the records regarding their employment date information
12 in the Notice of Pendency of Class Action Settlement, to provide documentation and/or an explanation
13 to show different employment date(s) during the Settlement Class Period. Additionally, Defendants
14 will have the opportunity, should they disagree with the data sent by any Temp Agency to the
15 Settlement Administrator, to provide documentation and/or an explanation to show different
16 demographic information and/or workweek calculations. If there is a dispute or contrary evidence,
17 the Settlement Administrator may consult with the Parties to determine whether an adjustment is
18 warranted. If Plaintiff's Counsel and Defendants' Counsel cannot agree, the Settlement Administrator
19 shall make a determination consistent with this Settlement Agreement, subject to any Parties' right to
20 petition the Court to resolve the dispute.

21 3.1.8 Procedure for Lost and Undeliverable Notices. Within three (3) business days
22 upon request by the Class Member, but only if the request is made before the Notice Deadline, the
23 Settlement Administrator shall re-mail any Notice of Pendency of Class Action Settlement. Any
24 Notice of Pendency of Class Action Settlement returned to the Settlement Administrator as non-
25 delivered on or before the Notice Deadline shall be sent to the forwarding address affixed thereto. If
26 no forwarding address is provided, within three (3) business days of receipt of the undeliverable status
27 of a mailing, the Settlement Administrator shall attempt to determine a correct address using a skip-
28 trace, or other search using the name, address and/or Social Security number of the Class Member,

1 and shall re-mail the Notice of Pendency of Class Action Settlement. If, after performing a skip-trace
2 search, the Notice of Pendency of Class Action Settlement is still returned to the Settlement
3 Administrator as non-deliverable, the Settlement Administrator will have the discretion to take
4 reasonable, additional steps to locate the address of the Class Member, including obtaining the Class
5 Member's telephone number and attempting to contact the Class Member for an updated address. If
6 these efforts are fruitless and the Class Member's updated address cannot be located after the above
7 steps have been taken, that individual will be deemed a Settlement Class Member for purposes of the
8 Settled Claims and the Settlement Administrator will have no further obligation to obtain the Class
9 Member's current address, but such Settlement Class Member will not be sent an Individual Settlement
10 Payment and the amount attributable to said Settlement Class Member will be made part of the cy pres
11 distribution pursuant to paragraph 3.4. The deadline to submit an exclusion request for any Class
12 Member who is re-mailed a Notice of Pendency of Class Action Settlement shall be the initial Notice
13 Deadline or fifteen (15) calendar days after the date of the re-mailing, whichever is later. There shall
14 be no obligation to re-mail a Notice of Pendency of Class Action Settlement more than one (1) time.

15 3.2 Determination of Individual Settlement Payments. The Settlement
16 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
17 Payments under the terms of this Settlement Agreement. Should any question arise regarding the
18 determination of eligibility for participation in the Settlement or the amount of any Individual
19 Settlement Payment that are not resolved by the Settlement Administrator, Plaintiff's Counsel and
20 Defendants' Counsel will meet and confer in an attempt to reach an agreement. Any unresolved
21 disputes concerning the administration of the Settlement Agreement will be resolved by the Court.

22 **3.3 Calculation of Individual Settlement Payments.**

23 3.3.1. Calculation of Individual Settlement Payments for Class Members. The Net
24 Settlement Amount shall be distributed as follows: (1) the Administrator shall calculate the total
25 number of workweeks for which all Settlement Class Members worked for Defendants during the
26 Settlement Class Period in a non-exempt hourly position in California ("Total Workweeks Worked");
27 (2) the Administrator shall calculate the amount to be paid per workweek worked ("Workweek
28 Amount") by dividing the Net Settlement Amount by the Total Workweeks Worked; (3) the

1 Administrator shall calculate each Settlement Class Member's Workweek Payment by multiplying the
2 Workweek Amount by the total workweeks worked by a particular Settlement Class Member during
3 the Settlement Class Period. The number of workweeks will be derived from the hire and termination
4 dates and payroll data in Defendants' records, which Defendants will supply to the Settlement
5 Administrator, as well as the Temp Agencies' records for Temps subject to the procedures outlined in
6 Section 3.1.7 herein.

7 3.3.1.1. Tax Allocation of Class Settlement Payments. Twenty percent (20%) of each
8 Individual Settlement Payment shall be characterized for tax purposes as wages reported on an IRS
9 Form W-2 and subject to all legally required withholdings and deductions and the remaining eighty
10 percent (80%) shall be characterized as penalties and interest reported on an IRS Form 1099 and not
11 subject to withholdings or deductions. The employee portion of the taxes on the wage portion of the
12 Individual Settlement Payments will be withheld from the Individual Settlement Payments in
13 accordance with applicable law. Employer payroll taxes shall be paid separately by Defendants and
14 shall not be paid from any portion of the Gross Settlement Amount.

15 3.3.2. Calculation of Individual Settlement Payments for PAGA Members. Pursuant
16 to Labor Code section 2699(i), 25% of the \$65,000.00 PAGA Payment, *i.e.*, \$16,250.00, shall be
17 distributed to the PAGA Members as the PAGA Payment as follows: (1) the Administrator shall
18 calculate the total number of workweeks for which all PAGA Members worked for Defendants or
19 Temps were placed at Defendants during the PAGA Period in a non-exempt hourly position in
20 California ("Total PAGA Workweeks Worked"); (2) the Administrator shall calculate the amount to
21 be paid per workweek worked ("PAGA Workweek Amount") by dividing the PAGA Payment by the
22 Total PAGA Workweeks Worked; (3) the Administrator shall calculate each PAGA Member's PAGA
23 Workweek Payment by multiplying the PAGA Workweek Amount by the PAGA Workweeks Worked
24 by a particular PAGA Member. The number of workweeks will be derived from the hire and
25 termination dates and payroll data in Defendants' records and available to the Parties from Temp
26 Agencies to be supplied to the Settlement Administrator, subject to the procedures outlined in
27 Section 3.1.7 herein. The Individual Settlement Payments for PAGA Members shall be treated as civil
28 penalties, as reported on an IRS Form 1099.

1 3.3.3. Payments To Class Do Not Trigger Additional or Derivative Payments. It is
2 expressly understood and agreed that the receipt of Individual Settlement Payments will not entitle
3 any Settlement Class Member to additional or derivative compensation or benefits under any company
4 bonus or other compensation or benefit plan or agreement in place during the period covered by the
5 Settlement, nor will it entitle any Settlement Class Member to any increased retirement, 401k benefits
6 or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
7 settlement awards provided for in this Agreement are the sole payments to be made by Defendants to
8 the Settlement Class Members, and that the Settlement Class Members are not entitled to any
9 additional or derivative compensation or benefits as a result of having received the settlement awards
10 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
11 that might have been in effect during the period covered by this Settlement).

12 3.4 Payment of Settlement Amounts. The Settlement Administrator shall have the
13 authority and obligation to make all payments, credits and disbursements, calculated in accordance
14 with the methodology set out in this Settlement Agreement and orders of the Court. No person shall
15 have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Members, Plaintiff's
16 Counsel, or the Settlement Administrator based on distributions and payments made under this
17 Settlement Agreement. Individual Settlement Payment checks which are not negotiated within one
18 hundred fifty (150) calendar days after the date they are mailed shall be distributed pursuant to
19 California Code of Civil Procedure § 384 with 100% of the amount being distributed to CASA (see
20 <http://www.casaforchildren.org/site/c.mtJSJ7MPIsE/b.5301295/k.BE9A/Home.htm>) if permitted by
21 the Court or as otherwise directed by applicable law and as ordered by the Court with jurisdiction over
22 the settlement or agreed by the Parties. Any interest payment required by Code of Civil Procedure
23 section 384 shall be deducted from the proceeds of any uncashed checks, and in any event shall not
24 increase the Gross Settlement Amount.

25 3.5 Timing of Distribution. Fifteen (15) business days after the Effective Date,
26 Defendants shall provide to the Settlement Administrator the Gross Settlement Amount plus all
27 employer payroll taxes. Within ten (10) calendar days after the Settlement Administrator's receipt of
28 the Gross Settlement Amount, the Settlement Administrator will disburse the Individual Settlement

1 Payments, the PAGA LWDA Payment, the PAGA Member Payment, the Court-approved Class
2 Representative Enhancement, the Court-approved Representative Enhancement, the Court-Approved
3 Plaintiff's Counsel Award and the Settlement Administration Costs.

4 4. Settlement Administrator's Reports. Not more than ten (10) calendar days
5 following the Notice Deadline, the Settlement Administrator shall provide Defendants' Counsel and
6 Plaintiff's Counsel a report showing: (i) the number of Class Members who have submitted valid
7 exclusion requests; and (ii) the Individual Settlement Payments owed to each Settlement Class
8 Member, but the information provided to Plaintiff's Counsel shall not contain the names of Class
9 Members. Consistent with the terms of this Settlement, the Settlement Administrator shall timely
10 provide such reports, statements, and declarations as are requested by the Parties for purposes of
11 seeking Final Approval of the Settlement. Upon completion of administration of the Settlement, the
12 Settlement Administrator shall provide written certification of such completion to counsel for all
13 Parties and the Court, if requested by the Parties.

14 5. Release of Class, PAGA and Individual Claims.

15 5.1 Release of Class Claims by Settlement Class Members: Upon the occurrence of
16 the Effective Date and Defendants' full payment of all sums required herein, Plaintiff and all
17 Settlement Class Members will release acquit, and forever discharge Released Parties of all Settled
18 Claims arising during the Settlement Class Period. Upon the Effective Date, Settlement Class
19 Members shall be bound by this Settlement Agreement and the Court's orders related to the Action.

20 5.2 Release of Claims by Plaintiff, the PAGA Members and the LWDA: Upon the
21 PAGA Approval, (i) Plaintiff, in her capacity as private attorney generals for, and proxies or agents
22 of, the California LWDA; (ii) all Class Members who are also PAGA Members, and (iii) the LWDA,
23 as the real party in interest, shall irrevocably release, acquit, and forever discharge the Released Parties
24 of all Settled Claims, including all PAGA Claims, arising during the PAGA Period. Upon the Effective
25 Date, PAGA Members and the LWDA shall be bound by this Settlement Agreement and the Court's
26 orders related to the Action. The Parties acknowledge and agree that the formula used to calculate
27 workweeks and individual settlement payments and PAGA Member Payments does not imply that all
28 of the elements of damages covered by the release are not being taken into account. The above formula

1 was devised as a practical and logistical tool to simplify the payment process.

2 5.3 General Releases by Plaintiff Only. Subject to the occurrence of the Effective
3 Date and Defendants' full payment of all sums required herein, Plaintiff shall release her Settled
4 Claims against the Released Parties, and make the additional following General Releases against the
5 Released Parties: As a condition of receiving the Class Representative Enhancement and as a condition
6 of receiving the Representative Enhancement, Plaintiff respectfully, provides a full and final release
7 as follows:

8 (a) Plaintiff, and her respective agents, attorneys, representative, heirs,
9 successors, assigns, and each and all of them, hereby release, acquit, and forever discharge the
10 Released Parties of and from any and all obligations, debts, claims, liabilities, demands, and causes of
11 action of every kind, nature and description whatsoever, whether or not now known, suspected or
12 claimed, which they ever had, now have or may hereafter acquire, by reason of their employment with
13 Defendants or any other matter accruing from the beginning of time until the date of their signatures
14 on this Settlement Agreement, including more particularly, but without limiting the foregoing, the
15 following:

16 (i) claims asserted, directly or indirectly, impliedly or inferentially,
17 in the Action, or that may or could have been asserted in any cause of action or claim therein;

18 (ii) claims arising out of or in any way, directly or indirectly,
19 connected with Plaintiff's employment with Defendants or any Released Party, including, but not
20 limited to, any claims arising under any federal, state or local law, statute, ordinance, rule or regulation
21 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
22 VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with
23 Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement
24 Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair
25 Employment and Housing Act ("FEHA"); all claims for wages or penalties under the California Labor
26 Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public
27 policy, retaliation, or interference with legal rights; any and all other employment or discrimination
28 laws; whistleblower claims; any tort, fraud or constitutional claims; and any breach of contract claims

1 or claims of promissory estoppel. It is agreed this is a general release and is to be broadly construed
2 as a release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly
3 includes no release of any claims that cannot be legally released. Plaintiff warrants that she is not
4 aware of any business expenses incurred by her during her employment with Defendants for which
5 she has not been fully reimbursed. If a claim is not subject to release, to the extent permitted by law,
6 Plaintiff waives any right or ability to be a class or collective action representative or to otherwise
7 participate in any putative or certified class, collective or multi-party action or proceeding based on
8 such a claim in which any Released Party is a party;

9 (iii) claims for attorneys' fees, and costs of prosecution except as set
10 forth in this Settlement Agreement.

11 (b) With respect to the General Release, Plaintiff stipulate and agree that,
12 upon the Effective Date, Plaintiff shall be deemed to have, and by operation of the Final Judgment
13 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
14 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under
15 federal or state law, which provides:

16 A general release does not extend to claims that the creditor or releasing
17 party does not know or suspect to exist in his or her favor at the time of
18 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.

19 Plaintiff may hereafter discover facts in addition to or different from those she now knows or believes
20 to be true with respect to the subject matter of the General Release, but Plaintiff upon the Effective
21 Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and
22 forever settled and released any and all of the claims released pursuant to the General Release whether
23 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
24 heretofore have existed upon any theory of law or equity now existing or coming into existence in the
25 future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or
26 a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
27 different or additional facts.
28

1 (c) Nothing in this settlement agreement, including, but not limited to, the
2 release of claims and confidentiality provisions, will prevent Plaintiff from filing a charge or complaint
3 with, reporting possible violations of any law or regulation, making disclosures to, and/or participating
4 in any investigation or proceeding conducted by the United States Equal Employment Opportunity
5 Commission, National Labor Relations Board, and/or any other federal, state or local agency charged
6 with the enforcement of any laws, although by signing this release, Plaintiff is waiving rights to
7 individual relief based on claims asserted in such a charge or complaint, except where such a waiver
8 of individual relief is prohibited.

9 (d) Nothing in this Settlement Agreement, including Plaintiff's General
10 Release, shall affect any workers' compensation claim(s).

11 **7. Settlement Approval Process.**

12 7.1 Preliminary Settlement Hearing. Plaintiff shall request a hearing before the
13 Court for Preliminary Approval of the Settlement Agreement, including but not limited to, a request
14 for the entry of an Order for certification of the Class for settlement purposes only and setting a date
15 for a Final Approval/Settlement Fairness Hearing. The proposed Order shall provide for the Notice
16 of Pendency of Class Action Settlement to be sent to Class Members in a manner consistent with the
17 terms of this Settlement Agreement. In conjunction with this hearing, Plaintiff will submit this
18 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
19 Notice of Pendency of Class Action Settlement, attached hereto as **Exhibit A**. Plaintiff will provide
20 notice to the LWDA of this settlement at the time Plaintiff files her motion for Preliminary Approval.
21 Defendants shall draft the preliminary and final approval orders, subject to input and approval from
22 Plaintiff's Counsel.

23 7.2 No Solicitation of Settlement Objections or Exclusions. Plaintiff and Plaintiff's
24 Counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the
25 Settlement. Neither Plaintiff nor Plaintiff's Counsel shall directly or indirectly encourage Class
26 Members to opt out of or object to the Settlement. The Parties agree to use their best efforts to carry
27 out the terms of this Settlement Agreement. At no time shall any of the Parties or their counsel, solicit,
28

1 seek to solicit or otherwise encourage Class Members to exclude themselves from the settlement, to
2 submit written objections to the Settlement Agreement, or to appeal from the Court's Final Judgment.

3 7.3 Final Settlement Approval Hearing and Entry of Final Judgment. Upon
4 expiration of the Notice Deadline, with the Court's permission, a Final Approval/Settlement Fairness
5 Hearing shall be conducted to determine Final Approval of the Settlement along with the amounts
6 properly payable for (i) the Plaintiff's Counsel Award, (ii) the Class Representative Enhancement,
7 (iii) the LWDA payment, (iv) the Settlement Administration Costs, and (v) the Representative
8 Enhancement. Upon Final Approval of the Settlement by the Court at or after the Final
9 Approval/Settlement Fairness Hearing, Plaintiff shall present the Final Judgment to the Court for its
10 approval. After entry of the Final Judgment, the Court shall have continuing jurisdiction solely for
11 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement,
12 (ii) Settlement administration matters, and (iii) such post-Final Judgment matters as may be
13 appropriate and authorized by California law and as set forth in this Settlement Agreement.

14 7.4 Interim Stay of Proceedings. Unless and until this Settlement has been
15 approved by the Court and/or terminated or rescinded by one or more of the Parties as authorized
16 herein, the Parties agree to refrain from further litigation of this matter, and agree to extend all
17 discovery deadlines and depositions indefinitely, except such proceedings as are necessary to
18 implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties
19 further agree that the mutual, voluntary cessation of litigation shall terminate if Preliminary Approval
20 or Final Approval cannot be obtained for this Settlement after a reasonable and diligent attempt by the
21 Parties to obtain such approval.

22 8. Nullification of Settlement Agreement. If after the Parties' diligent and good
23 faith efforts to obtain PAGA Approval, and Preliminary Approval and Final Approval of the Class
24 Settlement, the Court does not grant PAGA Approval, and Preliminary Approval and Final Approval
25 of the Class Settlement, or the Settlement Agreement does not become Effective for any reason, all
26 matters covered by this Settlement Agreement shall be void *ab initio*. In such event, nothing in this
27 Settlement Agreement or any draft thereof, or of any of the other related documents or drafts thereof,
28 or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement

1 discussions leading to the execution of this Settlement Agreement shall have any effect, nor shall any
2 such matter be admissible in evidence for any purpose in the Action or in any other proceeding or
3 forum, nor shall any such matter be used or construed by or against any Party as a determination,
4 admission, or concession of any issue of law or fact in this, or any other litigation or proceeding. The
5 Parties do not waive, and instead expressly reserve, their respective rights with respect to the
6 prosecution and defense of the Action as if this Settlement Agreement never existed.

7 9. **Tax Liability.** Defendants' and Plaintiff's Counsel make no representations as
8 to the tax treatment or legal effect of the payments called for, and Settlement Class Members and
9 PAGA Members are not relying on any statement or representation by Defendants' and/or Plaintiff's
10 Counsel. Settlement Class Members understand and agree that they will be solely responsible for the
11 payment of their portion of any taxes and penalties assessed on their Individual Settlement Payments
12 and will defend, indemnify, and hold Defendants' and/or Plaintiff's Counsel free and harmless from
13 and against any claims resulting from a Settlement Class Member's failure to pay employee-side taxes
14 due related to the Individual Settlement Payments or claim by PAGA Member.

15 10. **Dispute Resolution.** Except as otherwise set forth herein, all disputes by and
16 among Class Members (including Plaintiff) and Defendants, concerning the interpretation of and
17 compliance with this Settlement Agreement that arise and exist prior to the Effective Date, shall be
18 resolved as follows:

19 10.1 The complaining party shall notify the other party in writing of the alleged
20 violation or dispute.

21 10.2 Upon receiving notice of the alleged violation or dispute, the responding party
22 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating party.

23 10.3 If the response does not address the alleged violation to the initiating party's
24 satisfaction, the parties to the dispute shall negotiate in good faith for up to ten (10) calendar days to
25 resolve their differences.

26 10.4 If the parties to the dispute cannot resolve their differences after thirty (30)
27 calendar days of the writing referenced in Paragraph 10.1, either party may seek judicial intervention.
28

1 10.5 Any Individual Settlement Payment dispute by a Settlement Class Member
2 shall be exclusively governed by the resolution procedures in Paragraph 3.1.6 and not by the
3 procedures in Paragraphs 10.1 through 10.4 of these Terms of Agreement. No Class Member or Party,
4 including Plaintiff's Counsel and Defendants' Counsel, shall be liable for any attorneys' fees and costs
5 incurred by any other person and/or entity in connection with a dispute under Paragraph 3.1.6.

6 **11. General Provisions.**

7 11.1 Fair, Adequate and Reasonable Settlement. The Parties agree that the
8 Settlement is fair, adequate and reasonable and Plaintiff and Plaintiff's Counsel will represent as much
9 to the Court. Defendants will not take any contrary position. Plaintiff's Counsel will detail the reasons
10 Plaintiff's Counsel believes the Settlement to be in the best interests of the Class Members including,
11 but not limited to, an explanation of the potential weaknesses of Plaintiff's and Class Members' case
12 if it were not to be settled in accordance with this Settlement.

13 11.2 Waiver of Appeals. The Parties agree to waive all appeals, with two express
14 exceptions. First, any Party may appeal any court order that materially alters the Settlement's terms
15 absent consent consistent with the terms of this Agreement. Second, if the Court awards less than the
16 requested attorneys' fees and/or costs, Plaintiff's Counsel reserves the right to appeal that reduction
17 without any further payment by Defendants. Nothing herein restricts any Party from filing a cross-
18 appeal in the event an intervenor or objector appeals the Final Judgment.

19 11.3 Class Certification for Settlement Purposes Only. The Parties agree to stipulate
20 to class certification only for purposes of the Settlement and only as to the Class and for the Settlement
21 Class Period described herein. If, for any reason, the Settlement is not approved, the stipulation to
22 certification will be void. The Parties further agree that certification for purposes of the Settlement is
23 not an admission that class certification is proper under the standard applied to contested certification
24 motions and this Settlement will not be admissible in this or any other proceeding as evidence that
25 (i) a class should be certified, and/or (ii) Defendants are liable to Plaintiff or the Class Members, other
26 than according to the Settlement's terms. If the Court does not grant either preliminary or final
27 approval of this settlement, the Parties stipulate that class certification will be revoked, but without
28 prejudice to other class certification proceedings.

1 11.4 Binding Settlement Agreement. Subject to the limitations in Paragraph 8, the
2 Parties intend this Settlement shall be fully enforceable and binding on all Parties, including Settlement
3 Class Members, and that it shall be admissible and subject to disclosure in any proceeding to enforce
4 its terms. The Parties further agree that this Settlement is enforceable pursuant to California Code of
5 Civil Procedure section 664.6.

6 11.5 Disposition of the Action. The Parties agree that the Action will be disposed of
7 by entry of a Final Judgment by the Court, ending the case without any further payment or action by
8 Defendant, after Final Approval is granted and any appeals exhausted, other than the payments and/or
9 actions required in this Agreement. The Parties further agree that the Action shall be stayed in all
10 respects pending the occurrence or failure of the Effective Date, except for purpose of filing motions
11 for Preliminary Approval and Final Approval, or any other matters sought by the Court, or actions to
12 carry out the terms of this Settlement Agreement. Notice of the Final Judgment shall be given by
13 posting the final judgment on the Settlement Administrator's website.

14 11.6 Preclusive Effect of Settlement Agreement and Approval. The terms of this
15 Settlement Agreement, including the Court's PAGA Approval, Preliminary Approval, Final Approval,
16 and the Final Judgment, are binding on Plaintiff, the State of California and the PAGA Members with
17 respect to the PAGA Claims during the PAGA Period, and all Settlement Class Members, as well as
18 their heirs, executors and administrators, successors and assigns, and those terms shall have *res*
19 *judicata*, collateral estoppel, and preclusive effect in all pending and future claims, lawsuits or other
20 proceedings maintained by or on behalf of any such persons, or the State of California, to the extent
21 those claims, lawsuits or other proceedings constitute Settled Claims as set forth in the Settlement
22 Agreement. Notwithstanding any other provision in this Settlement Agreement, this Settlement
23 Agreement, the Court's PAGA Approval, the Final Approval, and the Judgment in the Action may be
24 filed in any action against or by Defendants or the Released Parties to support a defense of *res judicata*,
25 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
26 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

27 11.7 No Admission of Liability. The Parties agree that Defendants entering into this
28 Settlement shall not constitute any admission of liability by Defendants and this Settlement is a

1 settlement of disputed claims. The Parties agree that California Labor Code sections 206.5 and 2804
2 do not invalidate any provision of this Settlement Agreement because, among other things, the claims
3 and Settled Claims are disputed and contested and the Settlement was bargained for at arms' length
4 and approved by the Court. The Parties enter into this Settlement Agreement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they
7 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
8 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
9 contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
10 any other unlawful conduct with respect to Plaintiff or any Class Member or PAGA Member. Neither
11 this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected
12 with it, shall be construed as an admission or concession by Defendants of any such violations or
13 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
14 of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be
15 offered or received as evidence in any action or proceeding to establish any liability or admission on
16 the part of Defendants or to establish the existence of any condition constituting a violation of, or a
17 non-compliance with, federal, state, local or other applicable law.

18 11.8 Confidentiality Obligations of the Settlement Administrator. The Settlement
19 Administrator shall keep all information regarding this Settlement Agreement and all information
20 regarding the Class Members that the Class Administrator receives to administrate this Settlement
21 strictly confidential and shall not disclose such information to any third party except by the express
22 written agreement of the Parties or as may be required by the Court to carry out the terms of this
23 Settlement Agreement. This confidentiality obligation shall not apply to the Settlement
24 Administrator's reporting obligations to applicable taxing authorities or to disclosures made by the
25 Settlement Administrator to a particular Class Member regarding that Class Member's claim as set
26 forth more fully herein.

27 11.9 Confidentiality. Defendants, Defendants' Counsel, Plaintiff, and Plaintiff's
28 Counsel agree to limit public comment on this Settlement, the Action, and the claims in the Action to

1 stating that the matter has been resolved to the satisfaction of both parties. This provision will not
2 affect Defendants' ability to assert res judicata or claim preclusion against Plaintiff in any other action.
3 This provision will not affect Plaintiff's Counsel's ability to respond to Class Member inquiries.
4 Neither side will initiate public comment. However, Plaintiff's Counsel may list the case in its
5 qualifications to act as class counsel in other court filings.

6 11.10 Cooperation. The Parties, to the greatest extent possible, are obligated to work
7 together jointly using their best efforts to do all things necessary to effectuate the Settlement, and each
8 term therein. Unless otherwise agreed by the Parties, this joint obligation includes, but is not limited
9 to, fully documenting the Settlement, completing or filing any other required documents or pleadings,
10 arguing that the terms and conditions agreed upon should be enforced fully, commencing any required
11 action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review
12 of any adverse ruling, etc.

13 12. Exhibits and Headings. The terms of this Settlement Agreement include the
14 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
15 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The
16 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
17 convenience of reference only and do not constitute a part of this Settlement Agreement.

18 13. Amendment or Modification. Unless otherwise provided herein, this
19 Settlement Agreement may be amended or modified only by a written instrument signed by the Parties
20 and counsel for all Parties or their successors-in-interest.

21 14. Entire Agreement. This Settlement Agreement, any supplemental written
22 agreement subsequently incorporated, and any attached Exhibits constitute the entire Settlement
23 Agreement among these Parties, and no oral or written representations, warranties or inducements
24 have been made to any Party concerning this Settlement Agreement or its Exhibits other than the
25 representations, warranties and covenants contained and memorialized in such documents.

26 15. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
27 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
28 this Settlement Agreement and to take all appropriate action required or permitted to be taken by such

1 Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other
2 documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel
3 will cooperate with each other and use their best efforts to effect the implementation of the Settlement.
4 If the Parties cannot agree on the form or content of any document needed to implement the Settlement,
5 or on any supplemental provisions that may become necessary to effectuate the terms of this
6 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
7 person(s) signing this Settlement Agreement on behalf of Defendants represent and warrant that they
8 are authorized to sign this Settlement Agreement on behalf of Defendants.

9 16. Binding on Successors and Assigns. This Settlement Agreement shall be
10 binding upon, and inure to the benefit of, the successors or assigns of the Parties.

11 17. California Law Governs. All terms of this Settlement Agreement and the
12 Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

13 18. Counterparts. This Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
15 instrument. A manual “wet” signature is required although a legible faxed and scanned copy/pdf of
16 the manual (“wet”) signature may be used as an original for all purposes.

17 19. Plaintiff’s Waiver of Right to be Excluded and Object. By signing this
18 Settlement Agreement, Plaintiff agrees to be bound by the terms herein stated and further agrees not
19 to request to be excluded from the Class and agree not to object to any of the terms of this Settlement
20 Agreement. Any such request for exclusion or objection from Plaintiff shall therefore be void and of
21 no force or effect. Efforts by Plaintiff to circumvent the terms of this paragraph shall be void and of
22 no force or effect.

23 20. Invalidity of Any Provision. Before declaring any provision of this Agreement
24 invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible,
25 consistent with applicable precedents so as to define all provisions of this Agreement valid and
26 enforceable.

27 21. Notices. Unless otherwise specifically provided herein, all notices, demands or
28 other communications given hereunder shall be in writing and shall be deemed to have been duly given

as of the fifth business day after emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

To Defendants:

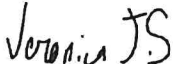
JAMES E. HART
MICHELLE BARRETT FALCONER
IAN G. ROBERTSON
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

21. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

IT IS SO AGREED.

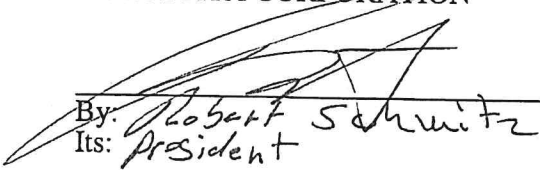
03/30/2022

Dated: 3/31/2022, 2022


VERONICA SILVA, Plaintiff/Class
Representative/Aggrieved Employee

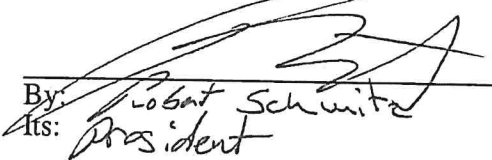
Dated: 3/31, 2022

CORODATA CORPORATION


By: Robert Schmitz
Its: President

Dated: 3/31, 2022

CORODATA MEDIA STORAGE, INC.


By: Robert Schmitz
Its: President

1 Dated: 3/31, 2022

CORODATA RECORDS MANAGEMENT, INC.

2
3 By: [Signature]
Its: President

4 Dated: 3/31, 2022

CORODATA SHREDDING, INC.

5
6 By: [Signature]
Its: President

7
8 **APPROVED ONLY AS TO FORM:**

9
10 Dated: March 31, 2022

11
12 [Signature]
JAMES HART
MICHELLE BARRETT FALCONER
IAN G. ROBERTSON
LITTLER MENDELSON, P.C.
Attorneys for Defendants

13
14
15 Dated: March 30, 2022

16
17 [Signature]
DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
HAIG HOGDANIAN
JUSTICE LAW CORPORATION, Attorneys for Plaintiff
Silva, on behalf of herself and all others similarly situated
and aggrieved employees, and on behalf of the general
public

EXHIBIT A

SAN DIEGO COUNTY SUPERIOR COURT

Veronica Silva v. Corodata Corporation, et al.

Case No. 37-2020-00033872-CU-OE-CTL

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: ALL CALIFORNIA NON-EXEMPT HOURLY-PAID EMPLOYEES CURRENTLY AND/OR FORMERLY EMPLOYED BY DEFENDANTS OR PLACED AT DEFENDANTS BY TEMPORARY AGENCIES (DEFINED BELOW) IN CALIFORNIA AT ANY TIME FROM APRIL 6, 2016 TO NOVEMBER 1, 2021

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

WHY DID I GET THIS NOTICE?

You have received this Notice because the records of Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., and Corodata Shredding, Inc. (“Defendants”) reflect that you are or may be a Class Member in a pending class action entitled, *Veronica Silva v. Corodata Corporation, et al.*, San Diego County Superior Court, Case Number 37-2020-00033872-CU-OE-CTL (the “Action”), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the Parties’ agreement to settle the claims as set forth and embodied in a Joint Stipulation for Class Action Settlement (“Settlement”). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

On July 17, 2020, Plaintiff Veronica Silva (“Plaintiff”) and Plaintiff’s Counsel sent a letter placing the State of California and Defendants on notice of claims being made under California’s Private Attorneys General Act (“PAGA”). Thereafter, Plaintiff filed this Action in court on September 24, 2020. On September 15, 2021, Plaintiff sent an updated PAGA letter to State of California.

On January 24, 2022, Plaintiff filed a First Amended Complaint in court. The Action, as amended, alleges claims for: (1) failure to pay overtime wages due (Labor Code sections 510, 558, and 1198, whether based on off-the-clock, rounding, regular rate miscalculation, or other theories); (2) failure to provide meal periods (Labor Code sections 226.7 and 512(a)); (3) failure to authorize and permit rest periods (Labor Code section 226.7); (4) failure to pay minimum wages due (Labor Code sections 1194, 1197, and 1197.1, whether based on off-the-clock, rounding, or other theories); (5) failure to timely pay

final wages (Labor Code sections 201-203); (6) failure to timely pay wages during employment (Labor Code section 204); (7) failure to provide and maintain accurate itemized wage statements (Labor Code section 226(a)); (8) failure to maintain payroll and timekeeping records (Labor Code section 1174(d)); (9) failure to reimburse business expenses (Labor Code sections 2800 and 2802); (10) failure to comply with sick leave requirements (Labor Code section 246); (11) failure to provide one day's rest in seven (Labor Code sections 551 and 552); (12) violation of California Labor Code sections 2698, *et seq.* (PAGA) based on the foregoing alleged Labor Code violations; and (13) violation of Business & Professions Code sections 17200, *et seq.* A copy of the two PAGA letters, the Complaint, and the First Amended Complaint are on file with the Court.

Defendants deny each and all of the claims and contentions alleged by Plaintiff. Defendants strongly assert that they have multiple valid defenses to the claims and that their employees and all individuals whose services were engaged through the temporary services agencies listed below (and defined as Temp Agencies) have been properly paid and treated in accordance with the law. Absent the Settlement, Defendants would contest vigorously the Action. By agreeing to this Settlement, Defendants are not admitting that they have any liability. Plaintiff believes that she would prevail on the claims that are subject to the Settlement.

After engaging in formal and informal discovery and an all-day mediation before an experienced mediator, Lynn Frank, Esq., and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date of Preliminary Approval]. Plaintiff and Plaintiff's Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by Plaintiff or the defenses raised by Defendants are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it were to go to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing. Defendants reserve the right, if, for any reason, the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as either a class or a PAGA action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Veronica Silva is Class Representative or Plaintiff in the Action and has asserted claims on behalf of herself and the class. Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., and Corodata Shredding, Inc. are the Defendants. A class action allows one court to resolve all the issues in a lawsuit for all the Class Members who choose not to validly exclude themselves from the class.

A Class Member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class includes any and all non-exempt hourly-paid employees currently and/or formerly employed by Defendants in California at any time during the period from April 6, 2016 through

November 1, 2021 (referred to as the “Settlement Class Period”). The settlement class also includes non-exempt hourly paid temporary employees placed at Defendants during the Settlement Class Period from: (a) Accountemps; (b) Accounting Principals; (c) Adecco; (d) Aerotek; (e) Aston Carter; (f) CorTech; (g) Decton; (h) Manpower; (i) Modis, Inc.; (j) Pridestaff; (k) ProDrivers; (l) Randstad; (m) Robert Half Tech; (n) Roth Staffing Companies, LP; (o) Select Staffing; (p) Silicon Valley Staffing; (q) Slingshot Connections; (r) Snelling; (s) Solomon-Page Group LLC; (t) Spectra 360; (u) Staffworks; and (v) Viking Staffing (“Temp Agencies”). These two groups individually and collectively will be referred to as “Class Members.”

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendants will pay a maximum “Gross Settlement Amount” in the amount of Eight Hundred Twenty-Two Thousand, Six Hundred Thirty One Dollars and Eight Cents (\$822,631.08), in exchange for the release by Settlement Class Members of Settled Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- Individual Settlement Payment: \$ [REDACTED] shall be allocated to Settlement Class Members and referred to in this notice as the “Net Settlement Amount.” Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically. The amount that you will receive if you do not request to be excluded from the Settlement will be referred to in this notice as the “Individual Settlement Payment.”
 - The Individual Settlement Payment will be calculated as follows: (1) the Settlement Administrator shall calculate the total number of workweeks for which all Settlement Class Members worked for Defendants during the Settlement Class Period in a non-exempt hourly position in California (“Total Workweeks Worked”); (2) the Settlement Administrator shall calculate the amount to be paid per workweek worked (“Workweek Amount”) by dividing the Net Settlement Amount by the Total Workweeks Worked; (3) the Settlement Administrator shall calculate each Settlement Class Member’s Workweek Payment by multiplying the Workweek Amount by the total workweeks worked by a particular Settlement Class Member during the Settlement Class Period.
 - Your estimated Individual Settlement Payment is \$ [REDACTED].

Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Settled Claims against Defendants or any other Released Parties. Your estimated payout may change depending on a number of factors, including but not limited to the number of individuals who remain Settlement Class Members.

- Enhancement Payment: Plaintiff will request an award not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of her work in this Action on behalf of the Class and a general release of all her individual claims.
- Plaintiff’s Counsel Award: Plaintiff’s Counsel (listed below) will seek a total amount of money not to exceed Two Hundred Eighty-Seven Thousand, Nine Hundred Twenty Dollars and Eighty-Seven Cents (\$287,920.87) to be paid in accordance with the Settlement for any and all attorney’s fees and Ten Thousand Dollars and No Cents (\$10,000.00) in costs and expenses relating to the Action.

- Settlement Administration: The cost of settlement administration will not exceed \$ [REDACTED], which pays for tasks such as translating and mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.
- Individual Settlement Payments for PAGA Members: Pursuant to California Labor Code section 2698 *et seq.*, known as the Private Attorney General Act or “PAGA”, the Parties designate Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) of the Gross Settlement Amount as payment for Plaintiff’s claims on her own behalf and on behalf of all employees and temporary employees for penalties under the PAGA. Defendants shall pay seventy-five percent (75%) of that amount, or Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750.00), to California’s Labor & Workforce Development Agency (“LWDA”). The remainder of Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$16,250.00) shall be divided among all persons employed by Defendants in California in a non-exempt hourly paid position and any non-exempt hourly Temp placed at Defendants in California during the period from April 6, 2019 to November 1, 2021 (“PAGA Members”). You cannot opt out of the PAGA portion of the Settlement.
 - The Individual Settlement Payment for PAGA Members will be calculated as follows: (1) the Settlement Administrator shall calculate the total number of workweeks for which all PAGA Members worked for Defendants or Temps were place at Defendants during the PAGA Period in a non-exempt hourly position in California (“Total PAGA Workweeks Worked”); (2) the Settlement Administrator shall calculate the amount to be paid per workweek worked (“PAGA Workweek Amount”) by dividing the PAGA Payment by the Total PAGA Workweeks Worked; (3) the Settlement Administrator shall calculate each PAGA Member’s PAGA Workweek Payment by multiplying the PAGA Workweek Amount by the PAGA Workweeks Worked by a particular PAGA Member.
 - Your estimated Individual Settlement Payment for PAGA Members is \$ [REDACTED].

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class, you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Settled Claims.

“Released Parties” means Defendants and each and all of their past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives and all working with or in concert with them or connected with them, including without limitation, Temp Agencies.

“Settled Claims” means any and all claims arising during the Settlement Class Period that any Settlement Class Member may have against a Released Party, whether known or unknown, that were alleged in the operative Complaint and the PAGA letter in the applicable Action, or which could have been alleged based on the facts alleged therein. “Settled Claims” is intended to and includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution,

losses, penalties, attorneys' fees, costs, expenses, and interest, and releases all claims that would be subject to res judicata, regardless of theory or law alleged. The Final Judgment shall expressly provide that bars each and every Settlement Class Member, other than those who have validly opted out, from asserting any Settled Claims in the future.

The PAGA settlement will release any civil penalties, fees, costs and other amounts for the same claims under the PAGA.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

To receive your Individual Settlement Payment and your Individual Settlement Payment for PAGA Members, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address, and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Payment and your Individual Settlement Payment for PAGA Members will be mailed to the address on file.

Once you receive your Individual Settlement Payment and your Individual Settlement Payment for PAGA Members, you shall have One Hundred and Fifty (150) calendar days after mailing by the Settlement Administrator to cash your Settlement checks. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Fifty (150) days of mailing shall be delivered to a *cy pres* beneficiary. The Parties have agreed that subject to Court approval, the *cy pres* beneficiary for this settlement shall be CASA (see <http://www.casaforchildren.org/site/c.mtJSJ7MPIsE/b.5301295/k.BE9A/Home.htm>).

Neither Defendants, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Payment and your Individual Settlement Payment for PAGA Members. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendants or any other Released Party.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement other than the release of PAGA claims. To do so, you must submit an opt out request in writing, signed by you, seeking exclusion from the Settlement, mailed to [Settlement Administrator's address], and postmarked on or before [45 days after mailing date]. This written request for exclusion must contain your name, address, and telephone number and must state, in substance:

I have read and fully understand the Notice of Pendency of Class Action Settlement, and I wish to opt out of the Action and the class action portion of the settlement.

You may consult with counsel of your choice regarding potential exclusion from the Settlement. Any written request for exclusion, however, must be personally signed by you to be considered valid. You may not opt out by submitting a request signed by an actual or purported agent or attorney acting on your behalf.

If you timely and validly request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than the portion related to the PAGA. Plaintiff’s Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, a Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement (“Final Approval Hearing”). Your objection will be valid so long as you submit a written objection as set forth below or appear at the Final Approval Hearing. The Final Approval Hearing is scheduled to take place on [redacted], at [redacted] a.m. in Department C-72 of the San Diego County Superior Court, located at the address below. The hearing may be continued (*i.e.*, moved to another date) without further notice to you.

If you wish to object, you may mail a written objection to the Settlement Administrator at the following address: [redacted]. To be valid, the written objection must be signed by you and state: (1) your full name; (2) your relevant dates of employment or service with Defendants as a temporary agency employee; (3) the basis for your objection; and (4) whether you intend to appear at the Final Approval Hearing. A Class Member who wishes to object in writing must submit his or her objection to the Settlement Administrator no later than [45 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents. If you submit both a request for exclusion and an objection, your objection will be deemed invalid and your request for exclusion will be effective.

PLAINTIFF’S COUNSEL DOUGLAS HAN, ESQ. SHUNT TATAVOS-GHARAJEH, ESQ. PHILLIP SONG, ESQ. JUSTICE LAW CORPORATION 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103	DEFENDANTS’ COUNSEL JAMES E. HART, ESQ. IAN G. ROBERTSON, ESQ. LITTLER MENDELSON, P.C. 18565 Jamboree Road Suite 800 Irvine, CA 92612 MICHELLE BARRETT FALCONER, ESQ. LITTLER MENDELSON, P.C. 333 BUSH STREET, 34TH FLOOR SAN FRANCISCO, CA 94104
	THE COURT SAN DIEGO COUNTY SUPERIOR COURT Hall of Justice Department C-72 Sixth Floor 330 W. Broadway San Diego, CA 92101

The Court has decided that the law firm listed above under “PLAINTIFF’S COUNSEL” is qualified to represent the Settlement Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection and appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement. Even if you object, if the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Payment and Individual Settlement Payment for PAGA Members and will be barred from pursuing the Settled Claims.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not validly request to be excluded from the Settlement and PAGA members whether or not they receive or timely cash their Individual Settlement Payments and/or Individual Settlement Payments for PAGA Members. Final approval of the Settlement will bar any Settlement Class Member who does not validly request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims and will bar all PAGA Members from pursuing released PAGA claims regardless of whether they submitted a valid request for exclusion. The Class Action Settlement Agreement and Stipulation on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings, and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk’s Office of the San Diego County Superior Court listed above as “THE COURT.” In addition, you may obtain these records on the San Diego County Superior Court’s website at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecasesearch> by clicking “Online Case Search” and entering the case number identified on the first page of this notice.

If you have any questions about the Settlement, you can contact Plaintiff’s Counsel, whose contact information is listed above in “PLAINTIFF’S COUNSEL” or the Settlement Administrator at:

[List Settlement Administrator’s contact information].

You may seek the advice and guidance of your own attorney at your own expense.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On April 5, 2022, I served the foregoing document described as

JOINT STIPULATION FOR CLASS ACTION SETTLEMENT

for the following case: **Corodata Corporation, et al. adv. Silva**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-797435-20**
Court Case No.: 37-2020-00033872-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on April 5, 2022, at Pasadena, California.


Mariah Anderson