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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT – SPRING STREET COURTHOUSE

TONY VILLANUEVA, PAUL MENCHACA,
SUNTI SINGHANATE, and MARIO
ONTIVEROS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

MESQUITE PRODUCTIONS, INC., a
California Corporation, MIKE HOPKINS, an
Individual, and DOE 1 through and including
DOE 10,

Defendants.

CASE NO. 20STCV37528

Judge: Hon. Elihu M. Berle
Dept: 6

**FIRST AMENDED CLASS
SETTLEMENT AGREEMENT**

SETTLEMENT AGREEMENT

This First Amended Settlement Agreement is entered into, and effective upon the date of full execution by all Parties, by and between: (1) the Settlement Class Representatives in the above-entitled proceeding, for themselves and on behalf of the Settlement Class; and (2) Defendant. All capitalized terms used herein are as defined in Section 2 below or as defined elsewhere in this Agreement.

1. RECITALS

1.1 This Settlement Agreement is entered into with reference to the following facts:

1.2 The Settlement Class Representatives believe that the Settled Claims have merit and that the evidence developed to date supports their claims. However, the Settlement Class Representatives and Settlement Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeals, and ancillary actions. The Settlement Class Representatives and Settlement Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties, complexities, and delays inherent in such litigation. The Settlement Class Representatives and Settlement Class Counsel also are mindful of the inherent problems of proof in establishing, and possible defenses to, the claims asserted in this Action. The Settlement Class Representatives and Settlement Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation, the Settlement Class Representatives and Settlement Class Counsel have determined that the Settlement set forth in this Agreement is in the best interest of the Settlement Class and is fair, adequate, and reasonable.

1.3 Defendant has denied and continues to deny all liability with respect to any and all of the Settled Claims or the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability against it arising out of or relating to any conduct, acts, or omissions alleged or that could have been alleged in the Action. Defendant's willingness to resolve the Settled Claims on the terms and conditions embodied in this Agreement is based on, among other things: (i) the time and expense associated with litigating the Settled Claims through trials and any appeals; (ii) the benefits of resolving the Settled Claims, including limiting further

expense, inconvenience and distraction, disposing of burdensome and protracted litigation, and permitting Defendant to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risks inherent in any litigation.

1.4 The Parties to this Agreement recognize that the claims against Defendant are strongly disputed, and the Parties wish to resolve completely and totally all Settled Claims against Defendant and the other Released Parties.

1.5 NOW THEREFORE, subject to Court approval, as hereinafter provided, it is hereby agreed by the Parties that, in consideration of the promises and covenants set forth in this Agreement, and upon the entry by the Court of a final order approving the Settlement and directing the implementation of the terms and conditions of the Settlement as set forth in this Agreement, this Action shall be settled and compromised upon the terms and conditions contained herein.

2. DEFINITIONS

As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

2.1 “Action” means and refers to *Tony Villanueva v. Mesquite Productions, Inc.*, Los Angeles County Superior Court Case No. 20STCV37528.

2.2 “Aggrieved Employees” means and refers to all Persons who were issued an itemized wage statement for services on the Production during the PAGA Period.

2.3 “Agreement” means and refers to this First Amended Settlement Agreement.

2.4 “Claims Administrator” means and refers to Phoenix Class Action Administration Solutions, a claims administrator with adequate security protocols, subject to Court approval, which will administer the Settlement Fund as described in this Agreement.

2.5 “Class Notice” means and refers to a mutually-agreeable class notice approved by the Court.

2.6 “Compensable Final Payment Claims” means and refers to Final Payment Claims that are considered payable for purposes of receiving settlement proceeds. Final Payment Claims are payable if they are supported by documentation demonstrating that the Participating Class Member was not issued any payment for wages by the Final Check Due Date. For the

avoidance of doubt, if a Participating Class Member was issued any wage payment by check by the Final Check Due Date, then a Final Payment Claim would not be payable. By way of illustration, if a Participating Class Member was issued a check by the Final Check Due Date, but later received a rate adjustment or additional wages for the same work week, the Final Payment Claim would not be payable. Each Participating Class Member is limited to no more than one Compensable Final Payment Claim.

2.7 “Compensable Pay Periods” means and refers to each payroll period during which a Settlement Class Member worked on the Production and received an itemized wage statement at any time during the Release Period.

2.8 “Complaint” means and refers to the operative complaint in the Action, which is the First Amended Complaint. The parties have stipulated to file the First Amended Complaint for purposes of facilitating class action settlement approval only.

2.9 “Court” means and refers to the Superior Court of California, County of Los Angeles.

2.10 “Defendant” means and refers to Mesquite Productions, Inc.

2.11 “Employment Taxes” means and refers to all amounts which an employer is required by state or federal law to withhold from wages paid to employees on behalf of the employee including, without limitation, withholding of federal and state income taxes and payment of the employee’s portion of FICA, Medicare taxes, and California State Disability Insurance.

2.12 “Final Approval Order” means and refers to the Court’s judgment and order granting final approval of the class settlement following the motion as set forth in Section 5.3. This Final Approval Order shall constitute approval pursuant to California Rules of Court 3.769(a) and a judgment pursuant to California Rules of Court 3.769(h).

2.13 “Final Check Due Date” means and refers to one (1) business day after the Thursday of the week following the Participating Class Member’s final day of work on the Production (the “Check Due Date”). By way of illustration, if a Participating Claim Member’s final day of work was Monday, July 12, 2019, the Final Check Due Date would be calculated by determining the following Thursday (July 22, 2019) and counting forward by one business day to

Friday, July 23, 2019. If that Participating Class Member was issued a check for wages for his/her final day of work by check dated July 23, 2019, then the check will be considered issued on or before the Final Check Due Date.

2.14 “Final Effective Date” means and refers to: (a) if no appeal, writ, or other request for appellate review is filed, the expiration date of the time for the filing for any such appeal, writ, or request for appellate review (which expiration date will be sixty-five (65) calendar days after service of notice of entry of the Final Approval Order); and (b) if any appeal, writ, or other request for appellate review is filed, the date when that appeal, writ, or request for appellate review is finally ruled upon, denied, or dismissed, and no other appeal, writ or appellate review is possible. However, the release of Settled Claims shall not become effective until the Settlement is fully-funded by Defendant.

2.15 “Final Payment Claim” means and refers to a claim made by a Participating Class Member that such member was issued a final wage payment after the Final Check Due Date.

2.16 “Final Payment Settlement Amount” means and refers to the amount to be allocated to individual Participating Class Members who make a Compensable Final Payment Claim, as calculated pursuant to the provisions of Section 10.2.3.

2.17 “LWDA” means and refers to the Labor & Workforce Development Agency.

2.18 “Notice Program” means and refers to the notice procedures set forth in Section 6.

2.19 “Opt Out Period” means and refers to the period of time between the commencement of the Notice Program and an agreed date certain sixty (60) calendar days later during which members of the Settlement Class may exercise the right to opt out of the Settlement Class pursuant to the provisions of Section 7.

2.20 “PAGA Letter” means and refers to the letter sent by or on behalf of the Settlement Class Members to the LWDA regarding the allegations in the Complaint, specifically including the September 30, 2020 letter from Settlement Class Counsel to the LWDA regarding Settlement Class Representative.

2.21 “PAGA Period” means and refers to the period between July 1, 2019 and April 3, 2020.

1 **2.22 “PAGA Settled Claims”** means and refers to any and all claims raised in the
2 PAGA Letter.

3 **2.23 “Participating Class Member”** means and refers to a Settlement Class member
4 who does not timely and validly opt-out of the Settlement Class pursuant to the provisions of
5 Section 7.

6 **2.24 “Participating Class Member Allocation Amount”** means and refers to the
7 amount to be allocated to individual Participating Class Members as calculated pursuant to the
8 provisions of Section 10.2.1.

9 **2.25 “Participating Class Member Allocation Range”** means and refers to the initial
10 estimate of the low and high ranges of the amount to be allocated to individual Participating Class
11 Members, as calculated pursuant to the provisions of Section 10.2.1.

12 **2.26 “Parties”** means and refers to the Settlement Class Representatives, for themselves
13 and on behalf of the Settlement Class, and Defendant.

14 **2.27 “Person”** means and refers to any individual, proprietorship, corporation, personal
15 loan-out corporation, partnership, association, trustee, unincorporated association, or any other
16 type of legal entity, except a governmental entity.

17 **2.28 “Preliminary Approval Order”** means and refers to the Court’s order granting
18 preliminary approval of this Agreement and approval of the Notice Program following the motion
19 as set forth in Section 5.1. This Preliminary Approval Order shall constitute an order for and
20 setting a final approval hearing pursuant to California Rules of Court 3.769(d) and 3.769(e).

21 **2.29 “Production”** means and refers to Season 2 of the television production of *L.A.’s*
22 *Finest*.

23 **2.30 “Release Period”** means and refers to the period between July 1, 2019 and
24 April 3, 2020. The “Release Effective Date” is the date upon which Defendant fully funds the
25 Settlement.

26 **2.31 “Released Party” and “Released Parties”** means and refers to: (a) Defendant and
27 each and all of Defendant’s past or present partners, parents, subsidiaries, or related entities
28 (regardless of whether such partners, parents, subsidiaries, or related entities are individuals,

corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity); (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies employed or used by the Released Parties, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, statutory employer, integrated enterprise, or any other theory) for any actual or alleged violations described in Section 2.33; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c) (specifically including, but not limited to, Mike Hopkins).

2.32 “Releasing Party” and “Releasing Parties” means and refers to the Settlement Class and its members, agents, partners, joint venturers, affiliates, predecessors, successors, heirs, assigns, insurers, personal loan-out corporations, and any other Persons or entities claiming by or through the Settlement Class, in their capacities as such.

2.33 “Settled Claims” means and refers, in connection with the employment of the Settlement Class Member on the Production during the Release Period, to any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, of every kind and/or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, regardless of legal theory or type or amount of relief or damages claimed, which Releasing Party now has or at any time ever had against Released Party through the date the Preliminary Approval Order is entered, and which in any way arises out of, is based on, or relates in any way to the facts alleged in the Complaint, which specifically includes: (a) minimum, regular, and/or overtime wages allegedly due; (b) meal or rest periods allegedly missed, not provided, and/or denied; (c) check stubs, wage statements, documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due or allegedly due; (e) record-keeping obligations; (f) the payment or non-payment of reimbursements required under California Labor Code Section 2802; (g) violation or

alleged violation of California Labor Code Sections 201, 201.5, 202, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, or 2802, the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of expenses; (h) attorneys' fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (i) any other claims that any Releasing Party has arising out of, based upon, or relating to the allegations contained in the Complaint or in the PAGA Letter; and (j) penalties or other payments which in any way arise out of, are based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5, 1198.5(k), or 1199, the federal Fair Labor Standards Act, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of expenses. Without in any way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set forth in this Section, whether enforced directly or pursuant to California Labor Code Section 2699, California Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

2.34 "Settlement" means and refers to the settlement reflected in and to be effectuated through this Agreement.

2.35 "Settlement Class" or "Settlement Class Member" means and refers to all Persons who were issued an itemized wage statement for services on the Production during the Release Period. Excluded from the Settlement Class are all Persons who properly and timely elect to opt out pursuant to Section 7.

2.36 "Settlement Class Counsel" means and refers to Alan Harris, David Garrett, Min Ji Gal, and Lin Zhan of Harris & Ruble.

1 **2.37 “Settlement Class Counsel’s Fees, Costs, and Expenses”** means and refers to the
 2 amount awarded by the Court to Settlement Class Counsel for reasonable attorneys’ fees, costs,
 3 and expenses associated with this Action and the resolution thereof, and no other settlement, as
 4 described in Section 11.1.

5 **2.38 “Settlement Class Representative(s)”** means and refers to Tony Villanueva, Paul
 6 Menchaca, Sunti Singhanate, and Mario Ontiveros.

7 **2.39 “Settlement Fund”** means and refers to the financial institution account established
 8 to hold all proceeds from whatever source necessary to provide the benefits under this Agreement.

9 **2.40 “Settlement Termination Date”** means and refers to the date, if any, that
 10 Defendant exercises its right to terminate this Agreement.

11 **3. SETTLEMENT PURPOSES ONLY**

12 **3.1 General.** This Agreement is for settlement purposes only.

13 **3.2 Settlement Class Only.** Any certification of a preliminary or final Settlement
 14 Class pursuant to the terms of this Agreement shall not constitute nor be construed as an
 15 admission, and shall not be admissible in any proceeding as an admission, on the part of
 16 Defendant or any other Person that this Action or any other action is appropriate for class or
 17 representative treatment at trial pursuant to Rule 23 of the Federal Rules of Civil Procedure,
 18 California Code of Civil Procedure Section 382, California Labor Code Section 2698, *et seq.*
 19 California Business and Professions Code Section 17200, *et seq.*, or any similar class and/or
 20 representative action statute or rule. This Agreement shall not prejudice Defendant’s rights or any
 21 other Person’s rights to oppose certification of a litigated class or other representative treatment in
 22 this Action or in any other action or proceeding. Settlement Class Counsel shall not refer to this
 23 Agreement or make any argument concerning this Agreement in any contested proceeding to
 24 certify a litigated class or obtain other representative treatment.

25 **3.3 Admissibility.** This Agreement, any negotiations or proceedings related hereto, the
 26 implementation hereof, and any papers submitted in support of the motions for approval hereof
 27 (collectively, the “Settlement Proceedings”) shall not be construed as, nor be deemed to be
 28 evidence of, any admission or concession by any of the Parties or any other Person regarding

1 liability or the appropriateness of class treatment, and shall not be offered or received in evidence
2 in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement
3 and the Settlement Proceedings may be presented to the Court in connection with the
4 implementation or enforcement of this Agreement.

5 **3.4 Denial of Liability.** By entering into this Agreement, it is understood that
6 Defendant does not admit and, in fact, expressly denies that: (i) it has breached any duty,
7 obligation, or agreement; (ii) it has engaged in any illegal, tortious, or wrongful activity; (iii) it is
8 liable to members of the Settlement Class; or (iv) any damages have been sustained by any
9 Settlement Class Member or by any other Person.

10 **4. JURISDICTION**

11 **4.1 Continuing Jurisdiction.** The Court has, and shall continue to have, jurisdiction
12 to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this
13 Agreement, to approve the award of attorneys' fees and costs pursuant hereto, and to supervise the
14 administration and distribution of money from the Settlement Fund pursuant to California Code of
15 Civil Procedure Section 664.6. Any dispute or question relating to or concerning the
16 interpretation, enforcement, or application of this Agreement shall be presented to the Court for
17 resolution.

18 **5. COURT APPROVAL OF THE SETTLEMENT**

19 **5.1 Preliminary Approval and Notice Approval.** After the execution of this
20 Agreement, Settlement Class Counsel shall move the Court for an order granting preliminary
21 approval of this Agreement and approval of the proposed Notice Program and, in connection
22 therewith, submit to the Court a mutually-acceptable proposed Preliminary Approval Order.

23 **5.2 Objections.** The Preliminary Approval Order shall specify that Settlement Class
24 Members shall have until an agreed date certain, which shall be sixty (60) calendar days from the
25 commencement of the Notice Program pursuant to Section 6, to send objections to this Agreement
26 to the Claims Administrator, which then shall serve those objections to the Court and counsel for
27 the Parties.

1 **5.3 Final Approval.** Within thirty (30) calendar days following the expiration of the
2 Opt Out Period, if the Agreement has not been terminated in accordance with Section 8,
3 Settlement Class Counsel shall file a motion for final approval and, in connection therewith,
4 submit to the Court a mutually-acceptable proposed Final Approval Order.

5 **6. CLASS NOTICE**

6 **6.1 Mailed Notice.** Within twenty (20) calendar days after entry of the Preliminary
7 Approval Order, Defendant shall submit to the Claims Administrator, in electronic form, a list of
8 all Settlement Class Members. The list shall include each Settlement Class Member's name, last
9 known address, social security number, and the number of pay periods on the Production during
10 the Release Period for which the Settlement Class Member received an itemized wage statement,
11 which the Claims Administrator shall use to calculate the total number of Compensable Pay
12 Periods. Within fifteen (15) calendar days after receipt of the foregoing list, the Claims
13 Administrator and/or its designee shall run a national change of address update and send by first
14 class postage prepaid U.S. mail a copy of the Class Notice approved by the Court to each
15 Settlement Class Member on the final list. Such Class Notice to each Settlement Class Member
16 shall contain the Settlement Class Member's Compensable Pay Periods calculated from
17 Defendant's records and the estimated Participating Class Member Allocation Range. The Class
18 Notice also shall explain that seventy percent (70%) of the Remainder is available to pay
19 Compensable Final Payment Claims and direct Settlement Class Members to submit
20 documentation supporting any Final Payment Claim within forty-five (45) calendar days of the
21 date of the Class Notice.

22 **6.2 Cost of Notice and Administration.** The notice administration fees and costs for
23 this Settlement shall be paid from the Settlement Fund. Settlement Class Counsel preliminarily
24 estimates that such fees and costs will be approximately \$5,000. If the actual fees and costs
25 exceed \$5,000, the amounts payable to Settlement Class Members under Section 10 shall be
26 reduced *pro rata* to cover any excess notice and administration costs.

1 **6.3 Records of Notice.** The Claims Administrator shall keep records of all notices,
2 and the cost thereof. Promptly upon request, the Claims Administrator shall provide a sworn
3 proof of mailing.

4 **7. RIGHT OF EXCLUSION**

5 **7.1 Procedure.** Settlement Class Members may elect to opt out of the Settlement
6 Class and thus exclude themselves from the Action and the Settlement Class at any time during
7 the Opt Out Period. To exercise the opt out right set forth in this Section 7.1, a Settlement Class
8 Member must submit a written request to the Claims Administrator to exclude himself or herself
9 from this Agreement, which request shall contain the Settlement Class Member's name, address,
10 telephone number, and last four digits of his or her social security number. Such requests for
11 exclusion must be sent to the Claims Administrator and must be postmarked on or before the end
12 of the Opt Out Period. All Settlement Class Members who do not opt out in accordance with this
13 Agreement during the Opt Out Period will be deemed to have forever waived their right to opt out
14 of the Settlement Class and will be deemed Settlement Class Members for all purposes under this
15 Agreement and will be irrevocably bound by this Agreement. Any individual who timely and
16 properly opts out shall not be entitled to any individual relief under this Agreement. The Claims
17 Administrator shall provide regular updates to Settlement Class Counsel and Mitchell Silberberg
18 & Knupp LLP as to any and all individuals who opt out of the Settlement Class.

19 **7.2 Withdrawal of Election to Opt Out.** Prior to the entry of the Final Approval
20 Order, any Person who has elected to opt out may withdraw that election by notifying the Claims
21 Administrator in writing that he or she wishes to be a Settlement Class Member. The Claims
22 Administrator shall maintain records of all withdrawn opt outs, and shall provide such information
23 to Settlement Class Counsel, Mitchell Silberberg & Knupp LLP, and the Court. At any time after
24 the entry of the Final Approval Order, any Person who has elected to opt out of this Agreement
25 may withdraw that election only upon receiving the written consent of Defendant and Court
26 approval. Whether or not a Class Member excludes himself/herself from the Settlement, he/she
27 will receive a check for their portion of the PAGA Payment (as defined herein)), and he/she shall
28 release the PAGA Settled Claims.

8. SETTLEMENT TERMINATION

8.1 Termination if Court Approval Is Not Obtained. This Agreement is expressly conditioned upon: (i) Court approval of this Agreement; (ii) entry of the Preliminary Approval Order in a mutually-agreeable form; and (iii) entry of the Final Approval Order in a mutually-agreeable form. If the Court declines to enter either of these Orders, or modifies (in what Defendant reasonably determines to be a material way) any aspect of this Agreement or of such Orders, Defendant shall have the independent right to terminate this Agreement as set forth in Section 8.4. For purposes of this Section 8, a “material” modification shall include, but is not limited to, any modification in the releases to be provided, or any modification that would increase the Total Maximum Settlement Payment (defined below).

8.2 Termination if Opt Out Limit Is Exceeded. If more than ten percent (10%) of Settlement Class Members opt out of the Settlement Class, Defendant shall have the right to terminate this Agreement as set forth in Section 8.4.

8.3 Termination after Appeal. If a Court of Appeal on review of this Agreement and/or the Final Approval Order declares unenforceable, reverses, vacates, or modifies (in what Defendant reasonably determines to be a material way) any aspect of this Agreement or the Final Approval Order, Defendant shall have the independent right to terminate this Agreement as set forth in Section 8.4.

8.4 Termination Procedure and Effect. If Defendant elects to terminate this Agreement pursuant to Sections 8.1, 8.2, and/or 8.3, Defendant may do so by giving written notice to Settlement Class Counsel. Notice of termination pursuant to Section 8.1 must be given within thirty (30) calendar days of the act or order declining to enter the Order or modifying this Agreement, unless subject to further appeal, in which case the notice must be given prior to the Final Effective Date. Notice of termination pursuant to Section 8.2 must be given prior to Final Approval. Notice of termination pursuant to Section 8.3 must be given prior to the Final Effective Date. If Defendant terminates this Agreement pursuant to Section 8, the termination shall void all of the rights, obligations, and releases under this Agreement, except for those provisions that are necessary to effectuate the termination. Within fifteen (15) calendar days after notice of

1 termination, the Claims Administrator shall return all settlement payments made by Defendant
 2 prior to such termination (inclusive of interest and exclusive of notice and administration costs
 3 already expended). The Claims Administrator shall then allocate such previously expended notice
 4 and administration costs equally between Plaintiff and Defendant and invoice Plaintiff and
 5 Defendant for half of such costs (with a credit to Defendant for previously paid costs). All
 6 payments to the Claims Administrator shall be due thirty (30) calendar days after receipt of the
 7 Claims Administrator's invoice.

8 **9. SETTLEMENT PAYMENTS**

9 **9.1 Funding Commitment.** Defendant shall fund the obligations of this Agreement in
 10 accordance with the procedures set forth herein with a non-reversionary amount certain of
 11 \$375,000 (the "Total Maximum Settlement Payment" or "TMSP"). The TMSP shall be used to
 12 pay all of Settlement Class Counsel's Fees, Costs, and Expenses, all costs of claims
 13 administration, all incentive payments to the Settlement Class Representative, the payment to the
 14 LWDA, and all settlement payments to Participating Class Members. No Released Party shall be
 15 required to pay anything above or beyond the TMSP, under any circumstance, as a result of this
 16 Agreement.

17 **9.2 Funding upon Preliminary Approval.** Within fifteen (15) calendar days after the
 18 entry of the Preliminary Approval Order, Defendant shall mail or wire to the Claims Administrator
 19 the sum of \$3,000 to pay for the notice program and initial administrative expenses.

20 **9.3 Additional Funding upon Final Effective Date.** Within fifteen (15) calendar
 21 days after the Final Effective Date, Defendant shall mail or wire to the Claims Administrator the
 22 sum sufficient to pay Settlement Class Counsel's Fees, Costs, and Expenses, the incentive
 23 payments to the Settlement Class Representative, the payment to the LWDA, any unpaid notice
 24 and administration costs incurred to date, and the payments to the Participating Class Members.

25 **9.4 Payment of Settlement Class Counsel's Fees, Costs, and Expenses.** Within five
 26 (5) calendar days after checks are mailed to the Participating Class Members, the Claims
 27 Administrator shall wire the amount of Settlement Class Counsel's Fees, Costs, and Expenses to
 28 Settlement Class Counsel from the Settlement Fund, unless the Agreement is terminated.

9.5 Funding for Final Administrative Expenses. Within fifteen (15) calendar days after all of the checks distributed by the Claims Administrator to Participating Class Members are cashed, deposited, and/or expired (based on a 180-day stale date), the Claims Administrator shall notify the Parties in writing as to the total additional amount, if any, needed to pay the Claims Administrator's final invoice for fees and expenses. Within twenty (20) calendar days after receipt of any notice under this Section 9.5, Defendant shall deposit such additional amount into the Settlement Fund. In no circumstances will Defendant be responsible for more than the TMSP, however.

9.6 Interest on the Settlement Fund. All interest generated by the monies in the Settlement Fund shall accumulate and become part of the Settlement Fund.

10. PROTOCOL FOR PAYMENTS TO SETTLEMENT CLASS MEMBERS

10.1 Claims Administrator. Subject to Court approval, a reputable, experienced entity shall be the Claims Administrator. The Claims Administrator shall have the sole authority to administer the Settlement Fund, and to disburse sums from the Settlement Fund. The Claims Administrator shall carry out its duties in strict accordance with the procedures set forth in this Agreement, and any Party may move the Court to compel such compliance. The Claims Administrator shall submit monthly invoices to the Parties. With or without good cause, the Parties may jointly move the Court to replace the Claims Administrator. With good cause, any Party may, of its own accord, move the Court to replace the Claims Administrator. The Court may on its own motion replace the Claims Administrator at any time with or without cause. Except for the specific funding obligations set forth in Section 9, the Parties shall have no responsibility to members of the Settlement Class for the administration of claims or the distribution of the cash benefits under this Agreement. The Claims Administrator shall set up a website where the relevant documents for the Action shall be posted.

10.2 Determination of Benefits. The amount of Court-approved Settlement Class Counsel's Fees, Costs, and Expenses, Court-approved costs of claims administration (including a reasonable reserve for reasonably anticipated future expenses), Court-approved incentive payments to each Settlement Class Representative, and the Court-approved payment to the LWDA

1 shall be subtracted from the Settlement Fund (and reserved for such purpose to be paid after
2 checks are mailed to the Participating Class Members), to determine the remainder (the
3 “Remainder”), which shall be available to pay Participating Class Members. All Participating
4 Class Members shall receive a payment based on their Participating Class Member Allocation
5 Amount, as calculated below. Participating Class Members who make a Compensable Final
6 Payment Claim shall also receive a Final Payment Settlement Amount, in addition to their
7 Participating Class Member Allocation Amount.

8 **10.2.1 Calculation of Participating Class Member Allocation Range.** Each
9 Participating Class Member shall initially be notified of their Participating Class Member
10 Allocation Range. The Participating Class Member Allocation Range for each
11 Participating Class Member shall be calculated as follows: (a) the number of Compensable
12 Pay Periods the Participating Class Member worked; divided by (b) the aggregate number
13 of Compensable Pay Periods worked by all Participating Class Members, which will result
14 in the Participating Class Member’s “Pay Period Factor.” The Participating Class
15 Member’s Pay Period Factor shall then be multiplied by (c) thirty percent (30%) of the
16 Remainder to determine the low end of the Participating Class Member Allocation Range
17 and separately by (d) one hundred percent (100%) of the Remainder to determine the high
18 end of Class Member Allocation Range. This calculation shall be based on Defendant’s
19 books and records and shall be provided to the Participating Class Members in the Class
20 Notice provided in Section 6.1, along with an explanation that Participating Class Member
21 is eligible to receive a payment in that range depending on the value of Compensable Final
22 Payment Claims.

23 **10.2.2 Disputes of Compensable Pay Periods.** If any Settlement Class Member
24 disputes the number of Compensable Pay Periods attributed to the Settlement Class
25 Member as indicated in the Class Notice, the Settlement Class Member may state the basis
26
27

1 of his or her disagreement and submit documentation supporting the Settlement Class
2 Member's position, by no later than the expiration of the Opt Out Period.

3 **10.2.3 Determination of Final Payment Settlement Amounts.** Seventy percent
4 (70%) of the Remainder shall be available to pay Final Payment Settlement Amounts
5 pursuant to the following procedure:

6 **10.2.3.a** Not later than fifty (50) calendar days after mailing the Class
7 Notice provided in Section 6.1, the Claims Administrator shall evaluate any Final
8 Payment Claims submitted by Settlement Class Members to determine whether any
9 such claims are Compensable Final Payment Claims.

10 **10.2.3.b** If any Final Payment Claim is determined not to be a
11 Compensable Final Payment Claim, the Claims Administrator shall notify the
12 Participating Class Member that made such claim of such determination and invite
13 them to submit additional documentation within 10 calendar days. Upon receiving
14 any additional documentation, the Claims Administrator shall make its final
15 determination on all Final Payment Claims. The Claims Administrator may consult
16 with Mitchell Silberberg & Knupp LLP and Settlement Class Counsel in making
17 such determinations.

18 **10.2.3.c** The initial "Maximum Value" of each Compensable Final Pay
19 Claim shall be nine hundred dollars (\$900). If the sum total of all of the Maximum
20 Values are equal to or less than seventy percent (70%) of the Remainder, then the
21 Final Payment Settlement Amount for each Compensable Final Pay Claim shall
22 equal the Maximum Value of each Compensable Final Pay Claim. If the sum total
23 of all Maximum Values exceeds seventy percent (70%) of the Remainder, then the
24 Claims Administrator shall divide that sum total of all of the Maximum Values by
25 the value of seventy percent (70%) of the Remainder to calculate a "Reduction
26 Factor." The Final Payment Settlement Amount for each Compensable Final Pay
27 Claim shall then equal its Maximum Value divided by the Reduction Factor so that

the sum total of all Final Payment Settlement Amounts does not exceed seventy percent (70%) of the Remainder.

10.2.4 Determination of Participating Class Member Allocation Amounts.

After determining the Final Payment Settlement Amounts, the Claims Administrator shall calculate the Participating Class Member Allocation Amounts as follows.

10.2.4.a If there are no Compensable Final Payment Claims, the Participating Class Member Allocation Amounts shall equal the high end of the Participating Class Member Allocation Range calculated in Section 10.2.1.

10.2.4.b If the sum total of all Maximum Values calculated in Section 10.2.3 exceed seventy percent (70%) of the Remainder, the Participating Class Member Allocation Amounts shall equal the low end of the Participating Class Member Allocation Amounts calculated in Section 10.2.1.

10.2.4.c If the sum total of all Maximum Values calculated in Section 10.2.3 do not exceed seventy percent (70%) of the Remainder, the Participating Class Member Allocation Amounts shall be calculated as follows: The sum total of the Maximum Values calculated in Section 10.2.3 shall be subtracted from seventy percent (70%) of the Remainder. The resulting amount shall be added to the amount constituting thirty percent (30%) of the Remainder to determine the “Updated Remainder.” Each Participating Class Member’s Pay Period Factor (calculated in Section 10.2.1) shall then be multiplied by the Updated Remainder to arrive at the Participating Class Member Allocation Amounts.

10.3 Notification of Proposed Benefits. Within ten (10) calendar days after the determination of the Participating Class Member Allocation Amounts, the Claims Administrator shall send a report to Settlement Class Counsel and Mitchell Silberberg & Knupp LLP showing the proposed Participating Class Member Allocation Amount for each Participating Class Member. Neither this report nor any other document provided to Settlement Class Counsel shall include any identifying information for members of the Settlement Class.

10.4 Corrections to the Proposed Benefits. Settlement Class Counsel and Defendant shall have ten (10) calendar days from the mailing of the report of proposed benefits referenced in Section 10.3 to notify the Claims Administrator in writing of any errors in the calculation of the Participating Class Member Allocation Amounts.

10.5 Taxes. Based upon an analysis of the facts of this Action, Settlement Class Counsel determined that all payments to the Participating Class Members will be treated as penalties and interest and shall not be subject to Employment Taxes. The Claims Administrator shall issue to each Participating Class Member an IRS Form 1099 to report each Participating Class Member's cash benefit.

10.6 Notice and Payment to Settlement Class Members. Within twenty (20) calendar days after receipt of the funds described in Section 9.3 above, the Claims Administrator shall distribute to each Participating Class Member a check in the amount equal to the total cash payment(s) such member is entitled to receive under Section 10.2, as corrected pursuant to Section 10.4.

10.6.1 All settlement checks sent to Participating Class Members and not cashed within one hundred eighty (180) calendar days of issuance shall be sent to the California State Controller's Office: Unclaimed Property Fund. Any cash benefit owed to any Participating Class Member whose addresses cannot be located (after use of the search processes described in Section 6.1) shall also be sent to the California State Controller's Office: Unclaimed Property Fund.

10.7 Payment to LWDA. Tony Villanueva, as an allegedly aggrieved employee, filed this lawsuit on behalf of other current and former employees under the Private Attorneys General Act, California Labor Code Section 2699, *et seq.* ("PAGA"). From the TMSP, \$10,000 is allocated to and designated as penalties pursuant to PAGA (the "PAGA Payment"), seventy-five percent (75%) of which shall be paid to the LWDA. Within five (5) calendar days after checks are mailed to the Participating Class Members, the Claims Administrator shall pay \$7,500 to the LWDA from the Settlement Fund. This payment shall constitute full satisfaction of the obligation, if any, to pay civil penalties to the LWDA pursuant to California Labor Code Section 2699(i).

Twenty-five percent (25%) of the PAGA Payment shall be payable to the Aggrieved Employees based upon the Aggrieved Employee's Pay Period Factor, as defined above.

10.8 Maintenance of Records. The Claims Administrator shall maintain complete, accurate, and detailed records regarding the administration of the Settlement Fund, including but not limited to, any objection to proposed benefits and the resolution thereof and any and all receipts by and disbursements from the Settlement Fund. The Claims Administrator shall make such records available to counsel for the Parties or to their designee upon reasonable request and at reasonable times. Upon request, the Claims Administrator shall provide such records to Defendant in an electronic format designated by Defendant. The Claims Administrator shall maintain all records for a period of not less than four (4) years following the expiration of the Final Effective Date.

**11. SETTLEMENT CLASS COUNSEL'S FEES, COSTS, AND EXPENSES AND
SETTLEMENT CLASS REPRESENTATIVE INCENTIVE PAYMENTS**

11.1 Settlement Class Counsel's Fees, Costs, and Expenses. In connection with the motion for final approval, Settlement Class Counsel shall file a motion with the Court seeking approval of an award of attorneys' fees in an aggregate amount that does not exceed the sum of \$125,000 and an award of costs and expenses that does not exceed \$12,500. Defendant agrees not to oppose such motion for attorneys' fees, costs, and expenses. In the event that any Court approves an award in excess of \$125,000 for attorneys' fees or in excess of \$12,500 for costs and expenses, Settlement Class Counsel shall take only the amounts listed in this Section and the difference shall be treated as otherwise provided herein. The amounts so awarded shall be for and in complete satisfaction of all attorneys' fees, costs, and expenses incurred to date by the Settlement Class Representative, Settlement Class Counsel on behalf of the Settlement Class Representatives and the Settlement Class, and of all such future fees, costs, and expenses, including fees, costs, and expenses incurred in documenting this Settlement, securing Court approval of this Settlement, monitoring this Settlement, reviewing and participating in the claims and distribution administration process, and obtaining the Final Approval Order. The Claims Administrator will give Settlement Class Counsel an IRS Form 1099 for the awarded Settlement

1 Class Counsel's Fees, Costs, and Expenses. Not later than the Final Effective Date, Settlement
2 Class Counsel shall provide a fully and properly executed IRS Form W-9 for purposes of the
3 payments which the Claims Administrator will make to Settlement Class Counsel.

4 **11.2 Incentive Payments.** In connection with the motion for final approval, Settlement
5 Class Counsel shall submit a request to the Court seeking approval for an award of incentive
6 payment to each of the Settlement Class Representatives appointed by the Court that does not
7 exceed the sum of \$5,000 (for a total of \$20,000). Such payments shall be in addition to the
8 Settlement Class Representative's cash benefit under Section 10. In the event that any Court
9 awards an incentive payment in excess of \$5,000 to any of the Settlement Class Representatives,
10 the Settlement Class Representative shall each take only \$5,000, and the difference shall be treated
11 as otherwise specified herein. The Claims Administrator shall mail the incentive payment checks
12 to the Settlement Class Representatives (care of Settlement Class Counsel) within five (5) calendar
13 days after checks are mailed to the Participating Class Members. The Settlement Class
14 Representatives agree that the incentive payment is not a wage payment. The Claims
15 Administrator shall issue an IRS Form 1099 to the Settlement Class Representatives for the
16 incentive payments.

17 **11.3 No Additional Fees, Costs, or Expenses.** Except as provided herein, each
18 Settlement Class Member shall bear his/her/its own attorneys' fees, costs, and expenses incurred
19 in connection with any claim against Defendant.

20 **12. FINAL ACCOUNTING AND DISPOSITION OF SETTLEMENT MONIES**

21 **12.1 Final Accounting.** By no later than ninety (90) calendar days after the earlier of
22 (a) the Settlement Termination Date or (b) the occurrence of both the Final Effective Date and the
23 distribution of all checks referenced in Section 10.6, the Claims Administrator shall submit to the
24 Parties a final accounting of all monies paid into and out of the Settlement Fund.

25 **12.2 No Further Obligations.** Upon receipt of the final accounting referenced in
26 Section 12.1 and the satisfaction of the final invoice referenced in Section 9.5, Defendant shall
27 have no obligation to provide further funding pursuant to this Agreement.

1 **13. RELEASES**

2 **13.1 Final Approval Order.** The Final Approval Order shall include a release by the
3 Releasing Parties of and from any and all Settled Claims.

4 **13.2 Release.** Except for the obligations and rights created by this Agreement, the
5 Releasing Parties hereby release and absolutely and forever discharge Defendant and all other
6 Released Parties and Persons of and from any and all Settled Claims.

7 **13.3 California Civil Code Section 1542.**

8 **13.3.1 Settlement Class Representative.** To the fullest extent permitted by law,
9 each Settlement Class Representative waives and relinquishes any and all rights or benefits
10 he has or may have under California Civil Code Section 1542, or any comparable
11 provision of state or federal law. California Civil Code Section 1542 provides:

12
13 “A general release does not extend to claims that the creditor or
14 releasing party does not know or suspect to exist in his or her favor
15 at the time of executing the release and that, if known by him or
16 her, would have materially affected his or her settlement with the
17 debtor or released party.”

18 Each Settlement Class Representative acknowledges that he is aware that he or his
19 attorneys may hereafter discover claims or facts in addition to or different from those now
20 known or believed to be true with respect to the subject matter of this Agreement and/or
21 the Settled Claims. Each Settlement Class Representative acknowledges that he intends to
22 and will fully, finally, and forever settle and release any and all claims, including but not
23 limited to the Settled Claims described in Section 2.33, whether known or unknown,
24 suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have
25 existed. In furtherance of this intention, the releases contained in this Agreement shall be
26 and remain in effect as full and complete releases by the Settlement Class Representatives
27 without regard to the subsequent discovery or existence of such different or additional
28 claims or facts.

13.4 Release of FLSA Claims. Without conceding that any release of claims under the Fair Labor Standards Act (“FLSA”) requires any affirmative conduct or opt-in by the Releasing Parties, the Parties agree that the cashing of checks by the Releasing Parties shall be deemed an opt-in to an FLSA collective action, the settlement of which includes the FLSA releases specified in Section 2.33. However, nothing in this Section or elsewhere in this Agreement shall preclude the Releasing Parties from being bound by the releases in this Agreement whether or not they receive or cash their checks. Each Releasing Party’s check will include the following language, or words to that effect, immediately above the endorsement signature line: “I understand and acknowledge that, by cashing or depositing this check, I reiterate my agreement to the release set forth in the Settlement, including release of wage and hour claims, and to opt into the Settlement for purposes of the Fair Labor Standards Act (FLSA), and forever release any FLSA claims related to the claims asserted in the Action.”

14. NOTICES

14.1 Designated Recipients. Unless otherwise specified in this Agreement or agreed to in writing by the Party receiving such communication, all notices, requests, or other required communications hereunder shall be in writing and shall be sent by one of the following methods: (a) by electronic mail; (b) by facsimile, with the original by first class mail, postage prepaid; or (c) by personal or overnight delivery (including by Federal Express or other courier service). All such communications shall be sent to the undersigned persons at their respective addresses as set forth herein.

Settlement Class Counsel:

Alan Harris (harrisa@harrisandruble.com)
David Garrett (dgarrett@harrisandruble.com)
Min Ji Gal (mgal@harrisandruble.com)
Lin Zhan (lzhane@harrisandruble.com)
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale, California 91203
Facsimile: (323) 962-3004

Defendant:

Emma Luevano (eyl@msk.com)
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor
Los Angeles, California 90067

Facsimile: (310) 312-3100

Notice shall be deemed effective: (1) if given by electronic means, at the time of transmission if the sender does not receive an error message; (2) if given by mail or personal delivery, when signed for or when delivery is refused; and (3) if given by facsimile, when received as evidenced by a confirmation or evidence of delivery.

14.2 Changes in Designated Recipients. Any Party may re-designate the Person to receive notices, requests, demands, or other communications required or permitted by this Agreement by providing written notice to the other Parties and the Claims Administrator.

15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement supersedes and replaces any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to the subject matter hereof. The Parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made or relied upon by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise or statement not set forth in writing in this Agreement shall be valid or binding.

15.2 Modification or Amendment. This Agreement may not be modified or amended, except in writing with the unanimous consent of the Parties and with the approval of the Court.

15.3 Execution in Counterparts. This Agreement may be executed by signature of the Parties hereto, or their authorized representatives, on multiple copies of this Agreement, including copies transmitted by facsimile or electronic portable document format (PDF), and, upon being so executed by all Parties hereto, shall be effective as if all signatures appeared on the original of this Agreement.

15.4 Authority of Counsel. Settlement Class Counsel are authorized by the members of the Settlement Class, and by the Court, to take all appropriate action required and permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and, subject to

1 Court approval, are authorized to enter into any modification or amendments to this Agreement on
2 behalf of the Settlement Class which they deem appropriate.

3 **15.5 Headings.** The headings of the sections, paragraphs, subparagraphs, and exhibits
4 of this Agreement are included for convenience only and shall not be deemed to constitute part of
5 this Agreement or to affect its construction.

6 **15.6 Liens.** The Parties released under this Agreement shall have no obligation to pay
7 or otherwise resolve any liens that are or may be asserted against settlement payments to members
8 of the Settlement Class pursuant to the terms of this Agreement. In the event any such lien is
9 asserted, it is the responsibility of the Settlement Class Member to pay, compromise, or otherwise
10 resolve the lien at no cost to Defendant, the Released Parties, or the Settlement Fund.

11 **15.7 Inapplicability of California Code of Civil Procedure Section 384.** The Parties
12 agree that California Code of Civil Procedure Section 384 does not apply to this Settlement, as
13 Defendant will not pay any portion of the TMSP to Settlement Class Members who opt out of the
14 Settlement. Thus, there will be no “unpaid residue” within the meaning of California Code of
15 Civil Procedure Section 384. Neither the Settlement Class Representatives nor Settlement Class
16 Counsel shall take, or cause any other person to take, a position before the Court that California
17 Code of Civil Procedure Section 384 applies to this Settlement.

18 **15.8 No Encouragement to Opt Out.** The Parties agree that neither they nor their
19 counsel will solicit or otherwise directly or indirectly encourage Settlement Class Members to
20 request exclusion from the Settlement Class, to object to this Settlement, or to appeal from the
21 Final Approval Order. The Settlement Class Representatives will not request exclusion from the
22 Settlement Class. The Settlement Class Representatives and Settlement Class Counsel will not
23 object to this Settlement and will not appeal from the Final Approval Order, or any portion of it.

24 **15.9 No Publicity.** The Parties agree not to contact the press, which includes issuing a
25 press release, or to hold a press conference announcing the terms of the Settlement. If the Parties
26 are contacted by the press or receive other third party inquiries regarding the Settlement or the
27 case, the Parties shall be limited in their response to inform the initiating contactor that the Parties
28 have reached agreement to their mutual satisfaction and that the initiating contactor should refer to

1 the public records filed with the Court for more information. Each Party shall use all reasonable
2 efforts to ensure that any public statements or press communication about the Settlement with
3 Settlement Class Members prior to the Court-approved Class Notice being mailed by the Claims
4 Administrator will be limited to a general statement that a settlement has been reached and the
5 details will be communicated to them by U.S. Mail in a forthcoming Court-approved Class Notice.

6 **15.10 Gender.** Whenever in this Agreement the context so requires, the neuter gender
7 shall refer to and include the masculine or feminine or non-binary, and the singular shall refer to
8 and include the plural.

9 **15.11 Further Acts.** The Parties shall perform such further acts and execute such further
10 documents as may be reasonably necessary or appropriate to effectuate the terms and purposes of
11 this Agreement.

12 **15.12 Beneficiaries.** This Agreement shall be binding upon the Parties and each of them,
13 and each of their respective heirs, successors, and assignees, and shall inure to the benefit of the
14 Parties, as well as to each of the Released Parties, each of whom shall be deemed a third party
15 beneficiary of this Agreement.

16 **15.13 Choice of Law and Jurisdiction.** This Agreement in all respects shall be
17 interpreted, enforced, and governed by and under the laws of the State of California applicable to
18 instruments, Persons, and transactions which have legal contacts and relationships solely within
19 the State of California. Any action pertaining to the terms of this Agreement that is not covered
20 by Section 4.1 shall be brought in a court of competent jurisdiction located in the State of
21 California.

22 **15.14 Warranty Regarding Advice.** Settlement Class Counsel warrants that each
23 Settlement Class Representative has been fully advised of and agrees to the terms of this
24 Agreement. Each Settlement Class Representative hereby acknowledges that he has been
25 represented by legal counsel throughout all negotiations which preceded the execution of this
26 Agreement, and that this Agreement has been executed with the consent and on the advice of said
27 counsel.

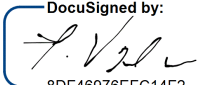
15.15 No Tax Advice. None of the Released Parties has any responsibility or liability for any tax matters relating to any payments made under this Agreement including, but not limited to, tax advice and/or the withholding of or reporting of taxes.

15.16 Notice of Entry of Judgment. Notice of Entry of Judgment Following Final Approval of Class Settlement shall state that “[o]n [date of entry of Judgment], 2022, the Court entered Judgment in this Class Action Settlement. The Judgment shall be attached to the Notice of Entry of Judgment. The Notice of Entry of the Court’s Judgment shall be effectuated by: (a) serving it on the Settlement Class through service upon Defendant’s counsel by Class Counsel, and (b) posting it on the Claims Administrator’s website. See Cal. Rules of Court, Rule 3.771(b)).

AGREED TO AND ACCEPTED.

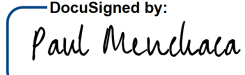
TONY VILLANUEVA

Dated: 12/20/2021

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 By: Tony Villanueva
 Settlement Class Representative

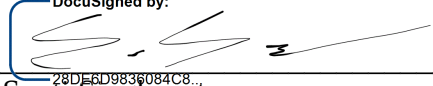
PAUL MENCHACA

Dated: 12/20/2021

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 By: Paul Menchaca
 Settlement Class Representative

SUNTI SINGHANATE

Dated: 12/20/2021

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 By: Sunti Singhanate
 Settlement Class Representative

1 Dated: 12/20/2021

MARIO ONTIVEROS

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MARIO ONTIVEROS

2 By: C11A53A232ED473

3 Mario Ontiveros
4 Settlement Class Representative

5
6 Dated: _____

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7 By: _____

8 Its: _____

9
10 APPROVED AS TO FORM.

HARRIS & RUBLE

DocuSigned by:

Dale Alan Harris

12 Dated: 12/20/2021

13 By: 5D6B587E9643467

14 Alan Harris
15 Settlement Class Counsel

MITCHELL SILBERBERG & KNUPP LLP

16
17 Dated: _____

18 By: _____
19 Emma Luevano
20 Attorneys for Defendant