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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

KATHERINE TOWNSEND, an individual,
on behalf of herself, and on behalf of all
persons similarly situated, and on behalf of
all aggrieved employees

Plaintiffs,

vs.

RO-AL, INC., a California Corporation;
PATRICK MOLLOY BASTIAN, an
individual; ALICE BASTIAN HAHN, an
individual; FRED HAHN, an individual;
and DOES 1 through 50 inclusive.

Defendants.

Case No. 20STCV18526

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT AND RELEASE**

1 **AMENDED JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS**
2 **GENERAL ACT (PAGA) SETTLEMENT AND RELEASE**

3 This Amended Joint Stipulation of Class Action and Private Attorneys General Act Settlement
4 and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between
5 Plaintiff KATHERINE TOWNSEND (“Plaintiff” or “Class Representative”), as an individual and on
6 behalf of all others similarly situated, on the one hand, and Defendants RO-AL, INC., a California
7 Corporation; PATRICK MOLLOY BASTIAN, an individual; and ALICE BASTIAN HAHN, an
8 individual (collectively, “Defendants”), on the other hand. (Defendants collectively with Plaintiffs are
9 referred to as the “Parties” or an individual as a “Party.”)

10 **DEFINITIONS**

11 The following definitions are applicable to this Settlement Agreement. Definitions contained
12 elsewhere in this Settlement Agreement will also be effective:

13 1. “Action” means *Katherine Townsend v. RO-AL, Inc., et al.* – Los Angeles Superior Court
14 Case No. 20STCV18526.

15 2. “Agreement,” “Stipulation,” “Settlement,” “Settlement Agreement” or “Release” shall
16 mean this Joint Stipulation of Class Action and PAGA Settlement and Release, including any attached
17 Exhibits.

18 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
19 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all Court-approved
20 out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited
21 to mediator’s fees, fees and expenses of experts, investigation expenses, postage, telephone, and
22 photocopying charges, costs associated with documenting the Settlement, providing any notices required
23 as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering
24 the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request
25 attorneys’ fees not exceeding one-third (1/3) of the Class Settlement Amount, or Seventy Five Thousand
26 Dollars (\$75,000.00). The Attorneys fees are to be calculated by the percentage method with a Lodestar
27 cross-check. The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of
28 any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Ten

Thousand Dollars (\$10,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

4. "Class Counsel" means The Law Offices of David R. Greifinger.

5. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; last known mailing address and telephone number; Social Security number; and dates of employment with Defendants.

6. "Class Member(s)" or "Settlement Class" means all persons who are or were hourly paid and/or non-exempt employees of RO-AL, INC., PATRICK MOLLOY BASTIAN, or ALICE BASTIAN HAHN at Patrick Molloy's Sports Pub in the State of California, at any time during the Class Period.

7. "Class Period" means the period from May 12, 2016, through the date of Preliminary Approval of this Settlement.

8. "Class Representative Enhancement Payment" means the amount to be paid to the named Class Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims against the Released Parties. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to KATHERINE TOWNSEND.

9. "Court" means the Los Angeles County Superior Court.

10. "Defendants" means RO-AL, INC., PATRICK MOLLOY BASTIAN, and ALICE BASTIAN HAHN.

11. "Effective Date" means the later of:

(i) if no timely objections are filed, or are withdrawn prior to Final Approval, then sixty-five (65) calendar days after the date the Court has entered both a Final Approval Order and a Judgement; or

(ii) if a Class Member files an objection to the Settlement, and intervenes into the

1 action under Code of Civil Procedure section 387, the Effective Date shall be
2 five (5) business days after the period for filing any appeal, writ or other
3 appellate proceeding opposing the Court's Final Approval Order has elapsed
4 without any appeal, writ or other appellate proceeding having been filed; or
5 (iii) if any appeal, writ or other appellate proceeding opposing the Court's Final
6 Approval Order has been filed, five (5) business days after any appeal, writ or
7 other appellate proceedings opposing the Settlement has been finally and
8 conclusively dismissed with no right to pursue further remedies or relief.

9 12. "Final Approval" means the date on which the Court enters an order and judgement
10 granting final approval of the Settlement Agreement.

11 13. "Individual Settlement Payment" means each Participating Class Member's respective
12 share of the Net Settlement Amount.

13 14. "Maximum Settlement Amount" means the amount of Two Hundred Twenty-Five
14 Thousand Dollars (\$225,000.00), to be paid by Defendants in full satisfaction of all Released Claims
15 arising from the Action, which includes all Individual Settlement Payments to Participating Class
16 Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payment
17 to Plaintiff, the PAGA Payments to PAGA Employees and the Labor and Workforce Development
18 Agency, and Settlement Administration Costs to the Settlement Administrator. In no event will
19 Defendants be liable for more than the Maximum Settlement Amount. There will be no reversion of the
20 Maximum Settlement Amount to Defendants. Defendants will be separately responsible for any
21 employer payroll taxes required by law, including but not limited to the employer FICA, FUTA, and
22 SDI contributions, which shall not be paid from the Maximum Settlement Amount.

23 15. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining
24 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
25 PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
26 to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

27 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
28 Settlement Agreement. For the Notice of Objection to be valid, it must include:

- (i) the objector's full name, signature, address, and telephone number;
- (ii) a written statement of all grounds for the objection accompanied by any legal support for the objection; and
- (iii) copies of any papers, briefs, or other documents upon which the objection is based.

17. "Notice Packet" means the Notice of Class Action Settlement, agreed to by the Parties and attached hereto as Exhibit A, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member explaining the terms of this Settlement Agreement.

18. "PAGA Employees" means those individuals who worked for Defendants as hourly paid and/or non-exempt employees at Patrick Molloy's Sports Pub in California during the PAGA Period. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA.

19. "PAGA Payment" means the amount that the Parties have agreed to pay from the Maximum Settlement Amount for satisfactions of Plaintiff's and PAGA Employee's claims under the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698, et seq., "PAGA"). The Parties have agreed that, subject to Court approval, Ten Thousand Dollars (\$10,000.00) of the Class Settlement Amount will be allocated to the resolution of Class Members' claims arising under PAGA, Seventy-Five Percent (75%) of which, or Seven Thousand Five Hundred Dollars (\$7,500.00), will be paid to the Labor and Workforce Development Agency ("LWDA"), and Twenty-Five Percent (25%), or Two Thousand Five Hundred Dollars (\$2,500.00), will be paid to PAGA Employees.

20. "PAGA Period" means the period from October 7, 2019, through the date of Preliminary Approval of the Settlement.

21. "Parties" means Plaintiff and Defendants collectively.

22. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

23. "Plaintiff" means Plaintiff Katherine Townsend.

24. "Preliminary Approval" means the Court order granting preliminary approval of the

1 Settlement Agreement.

2 25. “Released Claims” means all claims and allegations pled in the Operative Complaint or
3 that could have been pled in the Operative Complaint based upon the facts and allegations set forth in the
4 Operative Complaint under state, federal or local law, whether statutory, common law or administrative,
5 that occurred during the Class Period, including claims for: failure to pay overtime compensation and
6 liquidated damages (Lab. Code, §§ 510, 1194, 1194.2, & 1198); failure to pay minimum wages and
7 liquidated damages (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197.1, & 1198, and Cal. Code Regs., tit. 8, §
8 11050); failure to provide meal periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, §
9 11050); failure to provide rest periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050);
10 failure to provide itemized wage statements (Lab. Code, § 226); failure to reimburse business expenses
11 (Lab. Code, §§ 2800 & 2802); failure to provide adequate seating (Lab. Code, § 1198 and Cal. Code
12 Regs., tit. 8, § 11050, subd. (14)); improper receipt and distribution of gratuities (Lab. Code, § 351);
13 failure to pay wages upon termination of employment (Lab. Code, § 203); civil penalties under Labor
14 Code section 558, unfair competition (Bus. & Prof. Code, § 17200, et. seq.); and penalties under the
15 Private Attorneys General Act (Lab. Code, § 2698, et. seq.); claims for injunctive relief, punitive
16 damages, liquidated damages, penalties of any nature (including civil penalties under PAGA),
17 interest, fees, (including fees under California Code of Civil Procedure section 1021.5), and costs.
18 (“Class Release”). Upon entry of final judgment and funding of the Maximum Settlement Amount, the
19 PAGA Employees shall also release the Released Parties from all PAGA claims that were disclosed in
20 Plaintiff’s letter to the LWDA and alleged in the Operative Complaint, and which occurred during the
21 PAGA Period, as further specified below (“PAGA Release”). Class Members who are not PAGA
22 Employees shall not be subject to the PAGA Release. Both the Class and PAGA Releases expressly
23 exclude all other claims, including claims for vested benefits, wrongful termination, unemployment
24 insurance, disability, social security, workers’ compensation, or claims outside the Class or PAGA
25 Periods. Released Claims do not include claims that, as a matter of law, cannot be released.

26 26. “Release Effective Date” shall mean the date on which Defendants fully fund the
27 Maximum Settlement Amount.

28 27. “Released Parties” means Defendants Ro-Al, Inc., dba Patrick Molloy’s, Patrick Molloy
Bastian, Alice Bastian Hahn, and Harry Frederick Hahn (including but not limited to the Estate of Harry
Frederick Hahn), and all of their present and former parent companies, subsidiaries, divisions, related or
affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors
and assigns, and any individual or entity which could be liable for any of the Released Claims, and

Defendants' counsel of record in the Action.

28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. To be valid, the Request for Exclusion must:

- (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion;
- (ii) be signed by the Class Member;
- (iii) be returned to the Settlement Administrator;
- (iv) clearly state that the Class Member does not wish to be included in the Settlement; and
- (v) be faxed or postmarked on or before the Response Deadline.

A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

29. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or Workweek Disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or state holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances will the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion, Notice of Objection, or Workweek Dispute without an express agreement between Plaintiff and Defendants. The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Request for Exclusion, Notice of Objection, or Workweek Dispute has been timely submitted.

30. "Settlement Administration Costs" means the costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Class Settlement Amount, including,

1 if necessary, any Settlement Administration costs exceeding the amount represented by the Settlement
2 Administrator as being the maximum costs necessary to administer the Settlement. Based on an
3 estimated Settlement Class of approximately 323 Class Members, the Settlement Administration Costs
4 are currently estimated to be not more than Fifteen Thousand Dollars (\$15,000).

5 31. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
6 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
7 administering this Settlement. CPT Group, Inc., located in Irvine, California, is an experienced class
8 action administrator and has been in operation since 1984. The Parties each represent that they do not
9 have any financial interest in the Settlement Administrator or otherwise have a relationship with the
10 Settlement Administrator that could create a conflict of interest.

11 32. "Workweeks" means the number of weeks of employment by Defendants as hourly
12 paid and/or non-exempt employees at Patrick Molloy's Sports Pub in California for each Class Member
13 during the Class Period based on the Class Member's dates of employment, dividing by seven (7), and
14 rounding up to the nearest whole number. All Class Members will be credited with at least one
15 Workweek. The Settlement Administrator will be responsible for calculating all Class Members'
16 Workweeks after receiving the Class List. The Workweeks identified for each Class Member in the
17 Class List will be presumed to be correct unless a particular Class Member proves otherwise to the
18 Settlement Administrator by credible evidence.

19 33. "Workweek Dispute" means a written statement that a Class Member disputes the
20 number of Workweeks listed on his/her Settlement Notice. To be valid, the Workweek Dispute must:

- 21 (i) set forth the name, address, telephone number and last four digits of the Social
22 Security Number of the Class Member;
 - 23 (ii) be signed by the Class Member;
 - 24 (iii) be returned to the Settlement Administrator;
 - 25 (iv) clearly state the number of Workweeks the Class Member contends is correct;
 - 26 (v) any evidence supporting the Class Member's contention; and
 - 27 (vi) be faxed or postmarked on or before the Response Deadline.
- 28

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

34. First Amended Complaint. The Parties agree that the First Amended Complaint (“FAC”) filed on December 14, 2020, is the operative pleading in this action.

35. Funding of the Class Settlement Amount. Within ten (10) calendar days of the Effective Date, Defendants will make a one-time deposit of the Maximum Settlement Amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. If the deadline to fund the settlement falls on a Saturday, Sunday, or holiday, the deadline to fund the Settlement shall be extended to the next business day. Defendants will pay the employer’s share of payroll taxes separately. After the Effective Date, the Class Settlement Administrator will be charged with distributing: (i) Individual Settlement Payments paid from the Net Settlement Amount; (ii) the PAGA Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs.

36. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees and Costs of not more than Seventy-Five Thousand Dollars (\$75,000.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert fees, investigations expenses, photocopying, etc.), not to exceed Ten Thousand Dollars (\$10,000.00), both of which will be paid from the Maximum Settlement Amount. The Attorneys’ fees are to be calculated by the percentage method with a Lodestar cross-check. Class Counsel’s request for such Attorneys’ Fees and Costs shall be subject to approval from the Court. Any amount requested by Plaintiff for Attorneys’ Fees and Costs and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of the Individual Settlement Payments.

The Court-approved Attorneys’ Fees and Costs shall be mailed by the Settlement Administrator to Class Counsel on the same date that the Settlement Administrator mails Individual Settlement Payments to Participating Class Members. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys’ Fees and Costs. Class Counsel shall provide the Settlement Administrator with a properly completed and signed copy of an IRS Form

W-9 in order for the Settlement Administrator to process the Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs.

37. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and provided Plaintiff signs this Settlement Agreement, Defendants agree not to oppose or impede any application or motion for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. Plaintiff's request for such Class Representative Enhancement Payment shall be subject to approval from the Court. Any amount requested by Plaintiff for a Class Representative Enhancement Payment and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of the Individual Settlement Payments.

The Court-approved Class Representative Enhancement Payment will be paid from the Maximum Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment and PAGA Payment paid under the Settlement. The Class Representative Enhancement Payment shall be mailed by the Settlement Administrator to Plaintiff on the same date that the Settlement Administrator mails Individual Settlement Payments to Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Enhancement Payment. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. The Class Representative agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest resulting from the Class Representative Enhancement Payment.

38. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement Amount, which is currently estimated to be not more than Fifteen Thousand Dollars (\$15,000.00). These costs, which will be paid from the Maximum Settlement Amount, will include, inter alia, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Maximum Settlement Amount, and

1 providing necessary reports and declarations. Prior to Plaintiff filing a Motion for Final Approval of
2 the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing
3 the Settlement Administration Costs to date. Any part of the estimated or designated Settlement
4 Administration Costs that is not in fact required to fulfill the administration of the Settlement shall
5 become part of the Net Settlement Amount.

6 39. PAGA Payment. Subject to Court approval, the Parties agree that the amount of Ten
7 Thousand Dollars (\$10,000.00) from the Maximum Settlement Amount will be designated for
8 satisfaction of Plaintiff's and PAGA Employees' claims under PAGA. Under PAGA, Seventy-Five
9 Percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500.00), of this sum will be paid to the
10 LWDA and Twenty-Five Percent (25%), or Two Thousand Five Hundred Dollars (\$2,500.00), will be
11 distributed to the PAGA Employees. The Settlement Administrator will use the following formula to
12 calculate the Individual PAGA Awards for the PAGA Employees: Individual PAGA Award = [total
13 value of PAGA Payment to be distributed to PAGA Employees, *i.e.*, \$7,500.00] × [pay periods worked
14 by the individual PAGA Employee during the PAGA Period ÷ total pay periods worked by all PAGA
15 Employees during the PAGA Period]. All portions of the PAGA Payment paid to the PAGA Employees
16 shall be allocated as alleged penalties and not subject to payroll tax withholdings, for which the
17 Settlement Administrator shall issue IRS Forms 1099 to PAGA Employees. Any Court-awarded PAGA
18 Payments will be paid to the LWDA and PAGA Employees from the Maximum Settlement Amount
19 and shall be mailed by the Settlement Administrator to the LWDA and PAGA Employees on the same
20 date that the Settlement Administrator mails Individual Settlement Award payments to Participating
21 Class Members.

22 Plaintiff's Counsel shall ensure that any and all required submissions to the LWDA regarding
23 the PAGA settlement are timely and properly submitted to the LWDA in compliance with PAGA,
24 including but not limited to Labor Code section 2699, subdivision (l). If Plaintiffs fail to satisfy this
25 condition in strict compliance with PAGA, the Settlement shall be voidable at Defendants' option, in
26 which case all Settlement Administration Costs already incurred by the Settlement Administrator
27 shall be paid by Plaintiff.

28 40. Net Settlement Amount. The entire Net Settlement Amount will be distributed to

Participating Class Members as Individual Settlement Payments. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

41. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20 %) of each Individual Settlement Payment will be allocated as alleged wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80 %) will be allocated as non-wages (e.g., alleged penalties and interest) for which IRS Forms 1099-MISC will be issued.

42. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period. Individual Settlement Payments shall be made by check and sent by First Class Mail to each Participating Class Member's last known mailing address within ten (10) calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual Settlement Payments, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. The Settlement Administrator shall calculate Individual Settlement Payments as follows:

42(a) The Settlement Administrator will first calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.

42(b) To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. Each Class Member's Individual Settlement Payment will then be

apportioned pursuant to the percentages listed in Paragraph 41.

42(c) The Individual Settlement Payments will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.

42(d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

42(e) Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Payments of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion; (ii) the Court approves a Class Representative Enhancement Payment in an amount less than that requested by Plaintiff, as detailed herein; (ii) the Court approves Attorneys' Fees and Costs in an amount less than that requested by Plaintiff, as detailed herein; and/or (iii) the Court approves Settlement Administration Costs in an amount less than that requested by Plaintiff, as detailed herein.

43. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. All monies received by Class Members under the Settlement shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. Furthermore, the receipt of Individual Settlement Payments by Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Class

1 Member(s) and Defendants.

2 44. Administration Process. The Parties agree to cooperate in the administration of the
3 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement.

5 45. Settlement Website. The Settlement Administrator shall establish and maintain a website
6 for this Settlement with a specific URL to be determined at a later date.

7 46. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval,
8 Defendants will provide the Class List in Microsoft Excel to the Settlement Administrator. If the
9 deadline to provide the Class List falls on a Saturday, Sunday, or holiday, the deadline to provide the
10 class list shall be extended to the next business day. Defendants will provide the Settlement
11 Administrator with any updates or changes to the Class List in Microsoft Excel if necessary prior to the
12 initial mailing of the Notice Packet. The Settlement Administrator shall not identify the name,
13 address, or Social Security Number of any Class Member to Plaintiff, Class Counsel, or any other
14 individual or entity absent express approval by Defendants or Defendants' Counsel.

15 47. Notice by First-Class U.S. Mail. Upon receipt of the Class List, the Settlement
16 Administrator shall perform a search based on the National Change of Address Database maintained by
17 the United States Postal Service to update and correct any known or identifiable address changes.
18 Within ten (10) calendar days after receiving the Class List from Defendants, the Settlement
19 Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail. The
20 Settlement Administrator will mail a Notice Packet to Class Members in English and Spanish. The
21 Settlement Administrator shall exercise its best judgment to determine the current mailing address for
22 each Class Member. The address identified by the Settlement Administrator as the current mailing
23 address shall be presumed to be the most current mailing address for each Class Member. The Parties
24 agree that this procedure for notice provides the best notice practicable to Class Members and fully
25 complies with due process.

26 48. Undeliverable Notice Packets. Any Notice Packets returned to the Settlement
27 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular
28 First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will

1 indicate the date of the re-mailing on the Notice Packet. If no forwarding address is provided, the
2 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
3 other search using the name, address and/or Social Security number of the Class Member involved and
4 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet,
5 whether by skip-trace or by request, will have either (i) an additional ten (10) calendar days or (ii) until
6 the Response Deadline, whichever is later, to submit a Request for Exclusion, a Workweek Dispute, or
7 an objection to the Settlement. If these procedures are followed, notice to Class Members shall be
8 deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not
9 receive the Notice Packet, the intended recipient shall nevertheless remain a Participating Class
10 Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

11 49. Notice Packets. All Class Members will be mailed a Notice Packet in the form attached
12 hereto as Exhibit A. Each Notice Packet will provide:

- 13 (i) information regarding the nature of the Action;
- 14 (ii) a summary of the Settlement's principal terms;
- 15 (iii) the Settlement Class definition;
- 16 (iv) the total number of Workweeks each respective Class Member worked for
17 Defendants during the Class Period;
- 18 (v) each Class Member's estimated Individual Settlement Payment and the formula
19 for calculating Individual Settlement Payments;
- 20 (vi) the dates that comprise the Class Period;
- 21 (vii) instructions on how to submit Requests for Exclusion, Workweek Disputes, or
22 Notices of Objection;
- 23 (viii) the deadlines by which the Class Member must postmark or fax a Request for
24 Exclusions, Workweek Dispute, Notice of Objection to the Settlement; and
- 25 (ix) the claims to be released.

26 50. Disputed Information on Notice Packets. Class Members will have an opportunity to
27 dispute the information provided in their Notice Packets by submitting a Workweek Dispute to the
28 Settlement Administrator pursuant to the provisions described herein. The Settlement Administrator will

1 decide all disputes over the number of Workweeks for Class Members. Defendants' records will be
2 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
3 Member and will make the final decision as to the merits of the dispute. All disputes will be decided by
4 the Settlement Administrator within ten (10) business days of the Response Deadline and the Settlement
5 Administrator's decision shall be final and not subject to appeal. The fax or postmark date will be the
6 exclusive means to determine whether a Workweek Dispute has been timely submitted.

7 51. Defective Submissions. If a Class Member's Request for Exclusion is defective under
8 the requirements of this Agreement, that Class Member will be given an opportunity to cure the defects.
9 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
10 receiving the defective submission to advise the Class Member that his or her submission is defective
11 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
12 until (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever
13 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is
14 not postmarked or received by fax within that period, it will be deemed untimely and invalid.

15 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
17 Administrator by the Response Deadline pursuant to the provision described herein. The fax or postmark
18 date will be the exclusive means to determine whether a Request for Exclusion has been timely
19 submitted.

20 53. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
21 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
22 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
23 Claims during the Class Period, as well as any Judgment that may be entered by the Court if it grants
24 final approval to the Settlement.

25 54. Releases by Participating Class Members. Upon the "Release Effective Date" (the date
26 on which Defendants fully fund the Maximum Settlement Amount), and except as to rights or claims
27 that may be created by this Settlement Agreement, each Participating Class Member, together and
28 individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators,

agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Claims during the Class Period.

Subject to and in accordance with the provisions of the Settlement Agreement, even if Participating Class Members may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, Participating Class Members shall be deemed to have and by operation of the Final Judgment shall have, fully, finally and forever settled and released any and all Released Claims. This is true whether the Released Claims are known or unknown, suspected or unsuspected, which now exist or heretofore have existed under any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payments constitute payment of all sums allegedly due to them for the Released Claims.

55. Release by All PAGA Employees and the LWDA. In addition to the release of Released Claims against the Released Parties made by all Participating Class Members, upon the Release Effective Date, all PAGA Employees – and the LWDA – shall be deemed to have released their respective PAGA claims against the Released Parties, which include all PAGA claims that were disclosed in Plaintiff’s letter to the LWDA and alleged in the Operative Complaint, and which occurred during the PAGA Period, including claims seeking civil penalties for failure to pay overtime compensation and liquidated damages; failure to pay minimum wages and liquidated damages, failure to provide meal periods; failure to provide rest periods; failure to provide itemized wage statements; failure to reimburse business expenses; failure to provide adequate seating; improper receipt and distribution of gratuities; failure to pay wages upon termination of employment; and civil penalties under Labor Code section 558. The PAGA Release includes claims for civil penalties based on violations of California Labor Code sections 203, 226, 226.7, 351, 510, 512, 558, 1182.12, 1194, 1194.2, 1197.1, 1198, 2698, et seq., 2800, and 2802. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated

1 release of claims and rights under PAGA.

2 56. Objection Procedures. To object to the Settlement Agreement, a Class Member must
3 postmark or fax a valid Notice of Objection to the Settlement Administrator pursuant to the provisions
4 described herein. The fax or postmark date will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. Class Members who fail to object in the manner specified
6 above will be deemed to have waived all objections to the Settlement and will be foreclosed from
7 making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class Members
8 will have a right to appear at the Final Approval Hearing at their own expense in order to have their
9 objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or
10 otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal
11 from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any
12 objections to this Settlement.

13 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
15 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
16 the Settlement, and whether any Class Member has submitted a challenge to any information contained
17 in his or her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
18 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
19 requested. The Settlement Administrator shall not identify the name, address, or Social Security
20 Number of any Class Member to Plaintiff, Class Counsel, or any other individual or entity absent
21 express approval by Defendants or Defendants' Counsel.

22 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
23 of the Effective Date, the Settlement Administrator will issue Court-approved payments to:

- 24 (i) Participating Class Members;
25 (ii) PAGA Employees and the Labor and Workforce Development Agency;
26 (iii) Plaintiff; and
27 (iv) Class Counsel.

28 The Settlement Administrator will also issue a payment to itself for Court-approved services performed

1 in connection with the Settlement.

2 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
3 and/or PAGA Payment checks returned as undeliverable and Individual Settlement Payment checks
4 and/or PAGA Payment checks remaining un-cashed for more than one hundred and eighty (180)
5 calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
6 Division to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500,
7 et seq., in the name of the Class Member to whom the check was issued, until such time that such
8 Class Members claim their property. After this process is completed, the Settlement Administrator
9 will prepare the Final Report regarding the distribution of the Maximum Settlement Amount,
10 including the total amount that was cashed/deposited by Class Members and the total amount of
11 any unpaid residue or unclaimed or abandoned funds that was distributed to the State Controller. In
12 the event a Participating Class Member fails to cash/deposit his or her Individual Settlement Payment
13 check, the Participating Class Member shall nevertheless remain bound by the Settlement.

14 60. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify the completion to the
16 Court and counsel for all Parties.

17 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
18 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Employees, and Class
19 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid under this
20 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
21 penalties to the appropriate government authorities.

22 62. Administration Costs if Settlement Fails. If the Settlement is voided or rejected by the
23 Court, any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by
24 Defendants and half by Class Counsel), unless otherwise specified in this Agreement.

25 63. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of
26 the payments called for hereunder, and Plaintiff, Participating Class Members, PAGA Employees, and
27 Class Counsel are not relying on any statement, representation, or calculation by Defendants or by the
28 Settlement Administrator in this regard. Plaintiff, Participating Class Members, PAGA Employees, and

1 Class Counsel understand and agree that they will be solely responsible for the payment of any taxes and
2 penalties assessed on the payments described herein and will defend, indemnify, and hold Defendants
3 free and harmless from and against any claims resulting from treatment of those payments as non-taxable
4 damages.

5 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
6 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
7 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
8 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
9 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
10 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
11 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
12 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
14 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
15 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
16 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
17 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
18 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
19 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
20 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
23 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
24 THE LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
27 AGREEMENT.

28 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant

1 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
3 action or right herein released and discharged.

4 66. Nullification of Settlement Agreement. In the event that: (i) the Court does not grant
5 final approval of the Settlement as provided herein; or (ii) the Settlement does not become final for any
6 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
7 null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
8 will likewise be treated as void from the beginning. Further, any documents related to this Settlement
9 Agreement shall not be used by any Class Member or Class Counsel to support any claim or request
10 for class certification in the Action, and shall not be used in any other civil, criminal, or
11 administrative action against Defendants or any of the other Released Parties. Should the
12 Settlement not become final for any reason, the Parties will request that the Court reopen
13 proceedings within thirty (30) calendar days, the Parties and any monies required to be paid under
14 this Settlement shall be returned to their respective statuses as of the date and time immediately
15 prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as
16 if this Settlement Agreement had not been executed, except that any Settlement Administration
17 Costs already incurred by the Settlement Administrator shall be split evenly amongst the Parties.
18 In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate
19 review is sought, administration of the Settlement shall be stayed pending final resolution of the
20 appeal or other appellate review and the stay shall only be lifted if the end result of the appeal or
21 other proceeding is that the terms of this Settlement Agreement are upheld.

22 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court on a
23 mutually agreed-upon date to request the Preliminary Approval of the Settlement Agreement, and the
24 entry of a Preliminary Approval Order for:

- 25 (i) conditional certification of the Settlement Class for settlement purposes only,
26 (ii) preliminary approval of the proposed Settlement Agreement,
27 (iii) setting a date for a final-fairness hearing.

28 The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as

1 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
2 Settlement Agreement, which sets forth the terms of this Settlement, and will include an agreed-upon
3 proposed Notice of Class Action Settlement. Class Counsel will be responsible for drafting all
4 documents necessary to obtain preliminary approval and agrees to provide drafts of all documents it
5 intends to file with the Court in support of Plaintiff's motion for Preliminary Approval to Defendants'
6 counsel for their review and comment at least seven (7) calendar days before filing with the Court. The
7 Proposed Order granting Plaintiff's Motion for Preliminary Approval shall be mutually agreed to by the
8 Parties prior to Plaintiff submitting the Proposed Order to the Court.

9 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
10 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
11 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
12 Settlement Agreement along with the amounts properly payable for:

- 13 (i) Attorneys' Fees and Costs;
- 14 (ii) the Class Representative Enhancement Payment;
- 15 (iii) Individual Settlement Payments;
- 16 (iv) the PAGAPayment;
- 17 (v) all Settlement Administration Costs.

18 The final-fairness hearing will not be held earlier than thirty (30) calendar days after the Response
19 Deadline unless the Court otherwise orders. Notice of any change of the date or location of the final-
20 fairness hearing shall be posted on the Settlement website. Class Counsel will be responsible for drafting
21 all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
22 attorneys' fees and costs application to be heard at the final approval hearing. Class counsel agrees to
23 provide drafts of all documents it intends to file with the Court in support of Plaintiffs' motion for Final
24 Approval to Defendants' counsel for their review and comment at least seven (7) calendar days before
25 filing with the Court. The Proposed Order granting Plaintiff's Motion for Final Approval shall be
26 mutually agreed to by the Parties prior to Plaintiff submitting the Proposed Order to the Court. Notice of
27 Final Judgment shall be given to the Class by posting on the Settlement website.

28 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the

1 Court or after the final-fairness hearing, the Parties will present a Proposed Judgment to the Court for its
2 approval, and any Proposed Amended Judgment that the Court may require after disposition of the
3 Residue of the Settlement Amount after Distribution to the Settlement Class members. Any Proposed
4 Judgment shall be mutually agreed to by the Parties prior to submission to the Court. After entry of the
5 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
6 interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and
7 (iii) post-Judgment matters that are appropriate under court rules or as set forth in this Settlement
8 Agreement.

9 70. Release by Plaintiff. Upon the Release Effective Date (the date on which Defendants
10 fully fund the Maximum Settlement Amount), in addition to the Released Claims being released by all
11 Participating Class Members and release of PAGA claims by all PAGA Employees, the named Plaintiff,
12 on her behalf and on behalf of her respective spouse, heirs, executors, administrators, agents, and
13 attorneys, will release and forever discharge the Released Parties, to the fullest extent permitted by law,
14 of and from any and all claims, known and unknown, asserted and not asserted, that Plaintiff has or may
15 have against the Released Parties as of the date of execution of this Settlement Agreement. Plaintiff's
16 release of claims include, but are not limited to, all of the Released Claims and any other claims
17 arising under the California Labor Code; any claim arising out of the California common law of
18 contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and federal common law; all
19 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
20 attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
21 and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the
22 Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in
23 Employment Act, the California Fair Employment and Housing Act, the California Labor Code,
24 and the law of contract and tort. This release excludes the release of claims not permitted by law.

25 To the extent the foregoing release is a release to which Civil Code section 1542 or similar
26 provisions of any other applicable law may apply, Plaintiff expressly waives any and all rights and
27 benefits conferred upon her by Civil Code section 1542 or similar provisions of any applicable law
28 which is as follows:

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

7 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release
8 and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement
9 is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to
10 exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement
11 Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has
12 read this Settlement Agreement, including this waiver of California Civil Code section 1542, and
13 that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
14 choosing about this Settlement Agreement and specifically about the waiver of section 1542, and
15 that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff
16 freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that
17 Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or
18 believes to be true regarding the matters released or described in this Settlement Agreement, and
19 even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement
20 shall remain effective in all respects notwithstanding any later discovery of any different or
21 additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the
22 true facts involved in the matters, disputes, or controversies released or described in this Settlement
23 Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

24 71. Rescission of Settlement Agreement (by Defendants). If more than ten percent (10 %) of the Class Members opt-out of the Settlement by submitting timely Request for Exclusion forms
25 and/or if the combined Workweeks worked by Class Members who timely exclude themselves
26 from the Settlement amounts to more than ten percent (10 %) of the total Workweeks worked by
27 all Class Members, Defendants may, at their sole option, rescind and void the Settlement and all actions
28

1 taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission,
2 in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator
3 notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline,
4 unless the 14th day falls on a Saturday, Sunday, or holiday, in which the case the deadline will be
5 extended to the next business day.

6 72. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
7 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
8 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

9 73. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
11 may be deemed binding on the Parties. The Parties expressly recognize Civil Code section 1625 and
12 Code of Civil Procedure Section 1856, subdivision (a), which provide that a written agreement is to be
13 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
14 Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
15 contradict the terms of this Settlement Agreement.

16 74. Amendment or Modification. No amendment, change, or modification to this Settlement
17 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

18 75. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by those Parties under this
21 Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
22 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
23 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
24 agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
26 may seek the assistance of the Court to resolve the disagreement.

27 76. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 77. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
2 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by its terms. For
3 good and valuable consideration, Plaintiff further agrees that she will not request to be excluded from the
4 Settlement Agreement, nor object to any of its terms. Any request for exclusion or objection by Plaintiff
5 will be void and of no force of effect. Any efforts by Plaintiff to circumvent the terms of this paragraph
6 will be void and of no force or effect.

7 78. Termination of Settlement. Subject to the obligations of cooperation set forth herein,
8 either Party may terminate this Settlement if the Court declines to enter a Preliminary Approval Order, a
9 Final Approval Order or a final judgment in substantially the form submitted by the Parties, or the
10 Settlement Agreement as agreed upon does not become final after appellate review. The terminating
11 Party or Parties shall give notice to the other Parties (through their counsel) written notice of the decision
12 terminate no later than ten (10) business days after receiving notice that one of the enumerated events has
13 occurred. Termination shall have the following effects:

14 78(a) The Settlement Agreement shall be terminated and shall have no force or
15 effect, and no Party shall be bound by any of its terms;

16 78(b) Defendants shall have no obligations to make any payment to any Party,
17 Class Member, Class Representative, or Class Counsel, except that the
18 terminating Party shall pay the Settlement Administrator for services
19 rendered up to the date the Settlement Administrator is notified the
20 Settlement has been terminated;

21 78(c) The Preliminary Approval Order, Final Approval Order and Judgment,
22 including an order of class certification, shall be vacated;

23 78(d) The Settlement Agreement and all negotiations, statements, and proceedings
24 relating thereto shall be without prejudice to the right of any of the Parties,
25 all of whom shall be restored to their respective positions prior to the
26 Settlement; and

27 78(e) Neither this Settlement Agreement, nor any ancillary documents, actions,
28 statements, or filings in furtherance of Settlement (including all matters

associated with mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

79. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, and email notifications, as follows:

To Plaintiffs and the Class:

David R. Greifinger
Law Offices of David R. Greifinger
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
tracklaw@me.com

To Defendants:

William J. Beverly
LAW OFFICES OF WILLIAM J. BEVERLY
3424 Carson Street, Suite 400
Torrance, CA 90503-5721
BeverlyLaw@Frontier.com

80. Other Lawsuits. To the fullest extent permissible under applicable law, and solely for the purposes of this Settlement Agreement and not for any other purpose, counsel for Plaintiffs represent and warrant on behalf of themselves and all others acting on their behalf, that they: (i) have not been retained by any other individuals with claims against Defendants (other than those of which Defendants and/or their counsel have been advised); (ii) are not aware of, and have not been informed of, any other plaintiff, Class Member, or attorney who intends to bring a claim against Defendants including, but not limited to any claim based on the subject matter of the Action; and (iii) do not currently intend to bring any other claims against Defendants. Nothing in the foregoing is intended to limit or restrict Plaintiffs' counsel's ability to practice law, or to otherwise violate California Rules of Professional Conduct, Rule 1-500. To the extent any portion of this paragraph is found to violate Rule 1-500, or any other Rule of Professional Conduct, the offending language will be deemed stricken and will be treated as if of no force and effect.

81. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto

will be governed by and interpreted according to the laws of the State of California, without regard for its conflict-of-laws principles.

82. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

84. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Parties agree that the Court should first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and any Party may appeal any court order that materially alters the Settlement Agreement's terms.

86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void and shall not be admissible for any purpose whatsoever. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

1 87. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
3 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
4 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
5 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
6 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
7 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
8 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
9 any violations or failures to comply with any applicable law. Except as necessary in a proceeding to
10 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
11 offered or received as evidence in any action or proceeding to establish any liability or admission on the
12 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
13 compliance with, federal, state, local, or other applicable law.

14 88. Publicity Prior to the Filing of Plaintiff's Motion for Preliminary Approval. Prior to
15 Plaintiff filing her Motion for Preliminary Approval, Class Representative and Class Counsel will not
16 make any public disclosures of any kind regarding the Settlement, this Settlement Agreement, or
17 the Memorandum of Understanding entered into by Class Counsel and Defendants' Counsel,
18 including but not limited to postings on Class Counsel's websites and postings on any social
19 media sites/outlets. However, Class Counsel is authorized to make disclosures as necessary for the
20 purposes of obtaining preliminary approval of, and effectuating the terms of, the Settlement. Such
21 disclosures are limited to court filings, submission of the Settlement to the LWDA, and
22 communications with the Settlement Administrator for purposes of effectuating the terms of the
23 Settlement. Class Counsel will take all steps necessary to ensure the Class Representative is aware
24 of, and will encourage her to adhere to, the restriction against any public disclosures regarding the
25 Settlement, this Stipulation Agreement, and the Memorandum of Understanding entered into by
26 Class Counsel and Defendants' Counsel, until after the Motion for Preliminary Approval is filed.
27 Further, Class Counsel will not include, reference, or use the Settlement for any marketing or
28 promotional purposes, or for attempting to influence Defendants' business relationships, either

1 before or after the Motion for Preliminary Approval is filed.

2 89. Publicity Following the Court's Order Granting Preliminary Approval. Following the
3 Court's Order granting preliminary approval, Class Representative and Class Counsel will not initiate
4 any communications with the media or third parties, except for the LWDA and the Settlement
5 Administrator as necessary to effectuate the terms of the Settlement and the Court's orders granting
6 preliminary approval. If contacted by the media or third parties, other than the LWDA or the
7 Settlement Administrator, Class Representative and Class Counsel will only discuss information
8 publicly available and on file with the Court. Class Counsel will take all steps necessary to ensure
9 the Class Representative is aware of, and will encourage her to adhere to, the restriction against
10 initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its
11 terms for any marketing or promotional purposes, and, as stated above, will not include, reference
12 or use the Settlement for any marketing or promotional purposes, or for attempting to influence
13 Defendants' business relationships, either before or after the Motion for Preliminary Approval is
14 filed. However, nothing herein will restrict Class Counsel from including publicly available
15 information regarding this Settlement in future judicial submissions regarding Class Counsel's
16 qualifications and experience.

17 90. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
18 or failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
19 further waiver by the Party of the same or any other condition, covenant, right or remedy.

20 91. Enforcement Actions. If one or more of the Parties institutes any legal action or other
21 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
22 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
23 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
24 incurred in connection with any enforcement actions.

25 92. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
27 more strictly against one party than another merely because it may have been prepared by counsel for
28 one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,

all Parties have contributed to the preparation of this Settlement Agreement.

93. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

94. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

95. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

96. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. It is further agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Notice Packet shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

97. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached exhibit(s), which are incorporated by this reference as though fully set forth herein. The Exhibit(s) to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only.

1
2
3 **READ CAREFULLY BEFORE SIGNING**

4 **PLAINTIFF**

5 Dated: Feb 23, 2022

6 
KATHERINE TOWNSEND

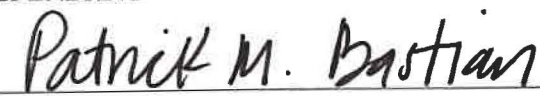
7 **DEFENDANT RO-AL, INC.**

8 Dated: 2.25.2022

9 
Authorized Signatory:

10 **DEFENDANT**

11 Dated: 2.25.2022

12 
PATRICK MOLLOY BASTIAN

13 **DEFENDANT**

14 Dated: 2.25.2022

15 
ALICE BASTIAN HAHN

16 **APPROVED AS TO FORM**

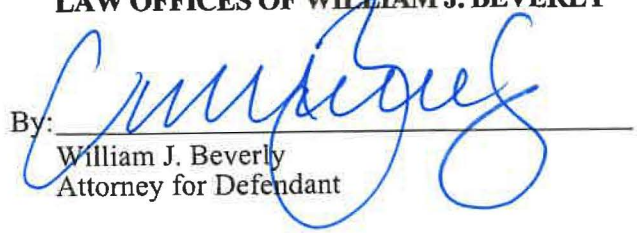
17 **LAW OFFICES OF DAVID R. GREIFINGER**

18 Dated: February 23, 2022

19 By: 
David R. Greifinger
Attorneys for Plaintiff

20 **LAW OFFICES OF WILLIAM J. BEVERLY**

21 Dated: Feb. 25, 2022

22 By: 
William J. Beverly
Attorney for Defendant