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CAREER GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CIARLI HOPKINS as an aggrieved employee
and private attorney general,

Plaintiff,

vs.

CAREER GROUP, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV04434

*Assigned for All Purposed to the
Honorable Yolanda Orozco, Dept. 31*

REPRESENTATIVE ACTION

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

Complaint Filed: February 4, 2021

Trial Date: Not Set

1 This Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement,”
2 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Ciarli
3 Hopkins (“Plaintiff”) and Defendant Career Group, Inc. (“Defendant”). Plaintiff and Defendant are
4 collectively referred to herein as “the Parties.”

5 DEFINITIONS

6 The following definitions are applicable to this Settlement, in addition to other terms defined
7 elsewhere in this Settlement:

8 1. “Superior Court” shall mean the Superior Court of California for the County of Los
9 Angeles.

10 2. The “Action” shall mean the civil action entitled “*Ciarli Hopkins v. Career Group,*
11 *Inc.*” pending before the Superior Court of California, County of Los Angeles, Case No.
12 21STCV04434.

13 3. “Plaintiff’s Counsel” shall mean the attorneys representing Plaintiff in the Action,
14 Heather Davis, Esq., Amir Nayebdadash, Esq., and D. Luke Clapp, Esq. of Protection Law Group,
15 LLP.

16 4. “Defense Counsel” shall mean the attorneys representing Defendant in the Action,
17 James A. Bowles, Esq. and Elissa L. Gysi of Hill, Farrer & Burrill LLP.

18 5. The “PAGA Period” shall mean the period of time commencing on December 1, 2019
19 and ending on November 24, 2021.

20 6. “PAGA Members” shall mean all current and former non-exempt employees of
21 Defendant employed by Defendant in the State of California at any time during the PAGA Period.
22 The PAGA Members do not include employees placed by Career Group, Inc. for temporary or
23 permanent employment with Career Group, Inc.’s clients.

24 7. “Aggrieved Employee List” means a complete list of all PAGA Members that
25 Defendant will diligently and in good faith compile from its records and provide to the Settlement
26 Administrator no later than fourteen (14) calendar days after the date on which the Court enters an
27 order granting approval of this Settlement. The Aggrieved Employee List will be formatted in a
28 readable Microsoft Office Excel spreadsheet containing the following information for each PAGA

1 Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social
2 security number; (5) start and end dates of active employment as a non-exempt employee of
3 Defendant in the State of California; (6) total pay periods worked during the PAGA Period; and (7)
4 any other information required by the Settlement Administrator in order to effectuate the terms of the
5 Settlement. This is a material term of the Settlement, and if Defendant fails to comply, Plaintiff shall
6 have the right to void the Settlement. The Parties agree that this list contains confidential information
7 concerning Defendant's employees and that the list including contact information shall not be shared
8 by the Settlement Administrator with counsel for Plaintiff, but an anonymized list with final
9 calculations shall be available for Plaintiff's counsel's review.

10 8. "Settlement Administrator" shall mean Phoenix Settlement Administrators proposed
11 by the Parties and appointed by the Superior Court to administer the Settlement.

12 9. "Plaintiff's Counsel Fees Payment" shall mean Thirty-Eight Thousand Five Hundred
13 Dollars and No Cents (\$38,500.00) subject to approval by the Superior Court as Plaintiff's Counsel's
14 attorneys' fees incurred in connection with the Action, including fees incurred in pre-filing
15 investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-
16 settlement compliance procedures. Any attorney fees not approved by the Court shall become part of
17 the Net Settlement Amount. Defendant has agreed not to oppose Plaintiff's Counsel's request for fees
18 in the amount set forth above.

19 10. "Plaintiff's Counsel Litigation Costs Payment" shall mean the actual litigation
20 expenses and/or costs expended by Plaintiff's Counsel subject to approval by the Superior Court
21 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all
22 related litigation activities, this Settlement, and all post-settlement compliance procedures. Plaintiff's
23 Counsel's costs are not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00). Any
24 costs not approved by the Court shall become part of the Net Settlement Amount. Defendant has
25 agreed not to oppose Plaintiff's Counsel's request for costs and expenses in the amount set forth
26 above.

27 11. "Plaintiff's Incentive Payment" shall mean the payment made to Plaintiff in her
28 capacity as the PAGA representative to compensate her for prosecuting the Action, and performing

1 work in support of the Action, in the amount of Five Thousand Dollars (\$5,000.00), subject to
2 approval by the Superior Court. Any amount of the Incentive Payment not approved by the Court
3 shall become part of the Net Settlement Amount.

4 12. "Settlement Administrator Payment" shall mean the payment to the Settlement
5 Administrator for its fees and expenses in administering this Settlement in an amount not to exceed
6 Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00).

7 13. "Pay Period" shall mean any pay period in which a PAGA Member worked at least
8 one (1) day.

9 14. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
10 PAGA Member.

11 15. "Gross Settlement Amount" shall mean One Hundred and Ten Thousand Dollars
12 (\$110,000.00) payable by Defendant as provided by this Settlement Agreement.

13 16. Defendant represents that PAGA Members worked a total of 1,361 Pay Periods
14 between December 1, 2019, and October 15, 2021. Should the qualifying Pay Periods worked by the
15 PAGA Members from December 1, 2019 to October 15, 2021 ultimately increase by more than 10%
16 (i.e., by more than 136 Pay Periods), Defendant shall increase the Gross Settlement Amount on a *pro-*
17 *rata* basis equal to the percentage increase in the number of Pay Periods worked by the PAGA
18 Members above 10%. For example, if the number of Pay Periods increases by 11% to 1,511 Pay
19 Periods, the Gross Settlement Amount will increase by 1%.

20 17. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (i) Plaintiff's
21 Incentive Payment approved by the Superior Court; (ii) Plaintiff's Counsel Fees Payment approved
22 by the Superior Court; (iii) Plaintiff's Counsel Litigation Costs Payment approved by the Superior
23 Court; and (iv) the Settlement Administrator Payment approved by the Superior Court.

24 18. "LWDA Payment" shall mean the payment to the California Labor and Workforce
25 Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement
26 Amount.

27 19. "Released Parties" means Defendant Career Group, Inc. as named by Plaintiff in the
28 operative complaint, and its past, present and/or future, direct and/or indirect, owners, officers,

1 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
2 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
3 predecessors, successors, assigns, and joint venturers.

4 20. "PAGA Payment" shall mean the remaining twenty-five percent (25%) of the Net
5 Settlement Amount to be distributed on a *pro-rata* basis based upon the number of Pay Periods
6 worked by each PAGA Member.

7 21. "PAGA Payment Share" shall mean each PAGA Member's share of the PAGA
8 Payment as provided by this Settlement Agreement.

9 22. "PAGA Notice" shall mean the Notice of Settlement and Approval, a sample of which
10 is attached hereto as **Exhibit A**. The PAGA Notice shall further contain (i) a PAGA Member's first
11 and last name, (ii) last known address, (iii) the PAGA Member's Individual Pay Periods; and (vi) the
12 PAGA Member's individual share of the PAGA Payment.

13 23. "Effective Date" shall mean the later of the following: (a) if no timely objections are
14 filed or if all objections are withdrawn, the date upon which the Court enters an order approving the
15 Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such
16 appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any
17 such appeal in a way that does not alter the terms of the settlement.

18 24. "Judgment" shall mean the order granting approval of the Settlement, granting
19 approval of the PAGA Notice, and entering judgment by the Superior Court that the Parties anticipate
20 will be entered following a hearing for approval of the Settlement in this Action.

21 RECITALS

22 25. On November 30, 2020, Plaintiff's Counsel, on behalf of Plaintiff and PAGA
23 Members, gave written notice to the LWDA of the Labor Code violations Defendant is alleged to
24 have violated ("PAGA Letter").

25 26. On February 4, 2021, Plaintiff commenced the Action against Defendant by filing a
26 Complaint in the Superior Court. In the Complaint, Plaintiff, on behalf of herself and all others
27 similarly situated, alleged a cause of action for Civil Penalties pursuant to the Private Attorneys
28 General Act ("PAGA").

1 27. In connection with the Action, and in order to work toward a mediated resolution
2 without the time and expense of formal discovery, the Parties produced voluminous documents and
3 data (including, by Defendant, human resources documents and policies, time records, and payroll
4 data during the PAGA Period) which were reviewed, investigated, and analyzed by Plaintiff's
5 Counsel.

6 28. On October 25, 2021, the Parties in the Action participated in a full day of mediation
7 before an experienced employment and class action mediator, Eve Wagner, Esq., which resulted in
8 settlement of the Action (the "Mediation").

9 29. The Settlement described in this Settlement Agreement represents a compromise and
10 settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as
11 an admission by Defendant that Plaintiff's claims in the Action have any merit or that it has any
12 liability to Plaintiff, PAGA Members, or the State on those claims, or as an admission by Plaintiff
13 that Defendant's defenses in Action have any merit. This Settlement is intended to fully, finally, and
14 forever compromise, release, resolve, discharge, and settle the released claims subject to the terms
15 and conditions set forth in this Settlement.

16 30. Based on their own thorough, independent investigation and evaluation of this case,
17 Plaintiff's Counsel is of the opinion that the Settlement of the Action with Defendant for the
18 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best
19 interest of PAGA Members in light of all known facts and circumstances, including the risk of
20 significant costs and delay, the defenses asserted by Defendant including the risks of adverse
21 determinations on the merits, and numerous potential appellate issues. Although Defendant contends
22 that it has no liability in the Action, Defense Counsel shares Plaintiff's Counsel's belief that the
23 Settlement represents a fair and adequate settlement given the respective risks associated with the
24 case.

25 31. Based on the foregoing Recitals, the Parties agree as follows:

26 **PROCEDURE FOR APPROVING SETTLEMENT**

27 32. **Motion for Approval of Settlement by the Superior Court.** Plaintiff will move the
28 Superior Court for an order granting approval of the Settlement and approving the PAGA Notice

1 (attached as **Exhibit A** to this Stipulation) (“Motion for Approval”).

2 33. Simultaneously with submitting the Motion for Approval to the Court, Plaintiff’s
3 Counsel will submit a copy of the Settlement to the LWDA as required by Labor Code § 2699(1)(2).

4 34. At the hearing on the Motion for Approval, the Parties anticipate that they will jointly
5 appear, support the granting of the Motion for Approval, and obtain an order granting approval of the
6 Settlement, and granting approval of the PAGA Notice.

7 35. Should the Superior Court require any amendments to this Settlement Agreement or
8 the Motion for Approval, the Parties agree to work jointly to resolve any issues in order to secure the
9 Superior Court’s approval.

10 36. In the event that the Court does not finally approve the Settlement as provided herein,
11 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and
12 void, and the Parties will be returned to their respective original positions. If the Court does not
13 approve the payment of the Net Settlement Amount as described in this Agreement, the Parties agree
14 to meet and confer to address the Court’s concerns. If after meeting and conferring, the Court fails to
15 approve this Settlement for any reason, the Parties agree to attend mediation again in an effort to
16 reach a settlement approved by the Court.

17 37. Upon approval of the Settlement by the Superior Court, the Parties will present for the
18 Superior Court’s approval and entry a Proposed Final Order and Judgment. The entry of the Order
19 and Judgment shall permanently bar Plaintiff, all PAGA Members, the State of California, and the
20 LWDA from prosecuting against the Released Parties all claims as set forth in the Release contained
21 in this Settlement Agreement.

22 38. Within 10 calendar days of entry of the Final Order, Plaintiff’s Counsel will submit a
23 copy thereof to the LWDA as required by Labor Code § 2699(1)(3).

24 39. **PAGA Notice.** After the Superior Court enters its order granting approval, every
25 PAGA Member will be provided with the PAGA Notice (in English), which will include the PAGA
26 Notice completed to reflect the order granting approval of the Settlement and the PAGA Member’s
27 information as follows:

28 (a) No later than fourteen (14) calendar days after the date on which the Court

1 enters an order granting approval of this Settlement, Defendant will provide to the Settlement
2 Administrator the "Aggrieved Employee List" in a Microsoft Excel spreadsheet containing the
3 following information for each PAGA Member: (1) full name; (2) last known home address; (3) last
4 known telephone number; (4) social security number; (5) start and end dates of active employment as
5 a non-exempt employee of Defendant in the State of California; (6) total pay periods worked during
6 the PAGA Period; and (7) any other information required by the Settlement Administrator in order to
7 effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendant fails
8 to comply, Plaintiff shall have the right to void the Settlement. The Parties agree that this list contains
9 confidential information concerning Defendant's employees and that the list including contact
10 information shall not be shared by the Settlement Administrator with counsel for Plaintiff, but an
11 anonymized list with final calculations shall be available for Plaintiff's counsel's review.

12 (b) If a PAGA Notice is returned by the U.S. Postal Service because of an incorrect
13 address, the Settlement Administrator will promptly, and not later than five (5) calendar days from
14 receipt of the returned packet, search for a more current address for the PAGA Member and re-mail
15 the PAGA Notice to the PAGA Member. The Settlement Administrator will use the Aggrieved
16 Employee List and otherwise work with Defense Counsel or utilize its own resources such as skip
17 traces to find a more current address. The Settlement Administrator will be responsible for taking
18 reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the
19 mailing address of any PAGA Member for whom a PAGA Notice is returned by the U.S. Postal
20 Service. These reasonable steps shall include the tracking of all undelivered mail, performing address
21 searches for all mail returned without a forwarding address, and promptly re-mailing to PAGA
22 Members for whom new addresses are found.

23 40. **Funding of the Gross Settlement Amount.** Within fourteen (14) days of the Effective
24 Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF")
25 to be established by the Settlement Administrator.

26 41. **Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to each
27 PAGA Member his or her PAGA Payment Share by sending a check in the appropriate amount to the
28 PAGA Member at the address indicated in the Aggrieved Employee List. Such payment, with the

1 PAGA Notice, shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14)
2 calendar days of its receipt of the Gross Settlement Amount from Defendant.

3 42. **Uncashed PAGA Payment Share Checks.** Any checks paid to PAGA Members shall
4 be negotiable for one hundred eighty (180) calendar days from the date of their issuance. A PAGA
5 Member must cash his or her PAGA Payment Share check within one hundred eighty (180) calendar
6 days after it is mailed to him or her. If a check remains uncashed after one hundred eighty (180)
7 calendar days from the initial mailing, or if a check is returned to the Settlement Administrator as
8 undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all
9 reasonable efforts to identify the PAGA Member's correct address, including the performance of a
10 "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another
11 check to the PAGA Member and mail it to the PAGA Member at his or her updated address. If an
12 updated address for the PAGA Member cannot be identified, if a reissued check is once again returned
13 to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed after one
14 hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting of such
15 funds and shall give notice to the Parties of the total balance of uncashed PAGA Payment Shares. A
16 PAGA Member who fails to negotiate or receive their PAGA Payment Share check despite the
17 procedures described above shall nevertheless remain bound by the Settlement and the releases
18 contained herein.

19 43. The funds represented by PAGA Payment Share checks remaining uncashed for more
20 than one hundred eighty (180) calendar days after issuance shall be voided and then shall be
21 transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property
22 Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those PAGA Members who
23 did not cash their checks until such time they claim their property. After the expiration of the 180-
24 calendar day check cashing period, as outlined above, the Settlement Administrator shall begin the
25 process of transferring the funds in accordance with California Code of Civil Procedure §§ 1500-
26 1582 and the timing requirements set forth by the Office of the State Controller. The Parties agree
27 that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as
28 the entire Net Settlement Amount will be paid out to the LWDA and PAGA Members, whether or

1 not all PAGA Members cash their settlement checks. Therefore, Defendant will not be required to pay
2 any interest on such amounts.

3 **SETTLEMENT TERMS AND CONDITIONS**

4 44. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
5 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Member within
6 ten (10) calendar days after Defendant provides the Settlement Administrator with the Aggrieved
7 Employee List. The PAGA Payment Share for each PAGA Member will be calculated as follows,
8 understanding that the formulas below do not constitute an admission by either Party, and are intended
9 only to provide a practical means to simplify and administer the claims process:

10 (a) **Number of PAGA Members and Pay Periods.** Defendant shall determine
11 the total number of PAGA Members and the aggregate number of Pay Periods for those PAGA
12 Members during the PAGA Period. This information shall be provided to the Settlement
13 Administrator along with the Aggrieved Employee List as described above.

14 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
15 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount (i.e.,
16 25% of the Net Settlement Amount) and dividing it by the sum of all PAGA Members' Pay Periods.

17 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
18 assign to each PAGA Member a PAGA Payment Share which shall be equal to the Pay Period Value
19 multiplied by each PAGA Member's Individual Pay Periods. Upon calculation of the PAGA
20 Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Plaintiff's Counsel
21 and Defense Counsel a worksheet containing a list of employee identification numbers for the PAGA
22 Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

23 45. **Taxes and Withholdings.** Each PAGA Payment Share is intended to settle the PAGA
24 Members' claims for civil penalties arising under PAGA. Accordingly, one hundred percent (100%)
25 of each PAGA Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid
26 to the PAGA Member in full without deductions or withholdings, and the Settlement Administrator
27 shall issue an IRS Form 1099 to each PAGA Member for that amount. Each PAGA Member shall be
28 individually responsible for their own share of applicable income tax withholdings and deductions

1 for his or her PAGA Payment Share.

2 46. **Total Payment Amount.** In no event will Defendant be required to pay more than the
3 Gross Settlement Amount for distribution to Plaintiff, Plaintiff's Counsel, PAGA Members, LWDA,
4 Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

5 47. **Payments to Plaintiff, Plaintiff's Counsel, and Others.** Subject to the terms and
6 conditions of this Settlement, the Settlement Administrator will make the following payments out of
7 the Gross Settlement Amount as follows:

8 (a) **To Plaintiff:** In addition to her PAGA Payment Share, Plaintiff will apply to
9 the Superior Court for Plaintiff's Incentive Payments in an amount not to exceed Five Thousand
10 Dollars (\$5,000.00) to each Plaintiff. Defendant will not oppose Plaintiff's Incentive Payment. The
11 Settlement Administrator will pay the Plaintiff's Incentive Payment approved by the Superior Court
12 out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from
13 the Plaintiff's Incentive Payment, and an IRS Form 1099 will be issued to Plaintiff for this payment.

14 (b) **To Plaintiff's Counsel:** Plaintiff's Counsel will apply to the Superior Court
15 for the Plaintiff's Counsel Fees Payment in an amount not to exceed Thirty-Eight Thousand Five
16 Hundred Dollars and No Cents (\$38,500.00), or one-third of the Gross Settlement Amount. Plaintiff's
17 Counsel will also submit to the Superior Court a memorandum of costs for the Plaintiff's Counsel
18 Litigation Costs Payment in an amount not to exceed Twenty-Five Thousand Dollars and No Cents
19 (\$25,000.00) as requested reasonable costs incurred in the Action to be paid from the Gross Settlement
20 Amount. Defendant will not oppose these requests. The costs and fees provided under the Settlement
21 Agreement and approved by the Court shall be the total costs and attorneys' fees recoverable in the
22 Action. Plaintiff's Counsel shall not seek additional costs or fees arising from the litigation of the
23 Action. The Settlement Administrator will pay the amounts approved by the Superior Court out of
24 the Gross Settlement Amount. Withholding and deductions will not be taken from the Plaintiff's
25 Counsel Fees Payment or Plaintiff's Counsel Litigation Costs Payment, and one or more IRS Forms
26 1099 will be issued to Plaintiff's Counsel with respect to those payments.

27 (c) **To the Settlement Administrator:** The Settlement Administrator will be paid
28 from the Gross Settlement Amount its reasonable fees and expenses as approved by the Superior

1 Court, which are estimated to be Two Thousand Seven Hundred and Fifty Dollars and No Cents
2 (\$2,750.00).

3 (d) **Distribution of the Net Settlement Amount:** As part of their Motion for
4 Approval, the Parties will jointly apply to the Superior Court to approve the distribution of the Net
5 Settlement Amount to the LWDA and PAGA Members. Seventy-five percent (75%) of the Net
6 Settlement Amount shall be distributed to the LWDA ("LWDA Payment"). The remaining 25% of
7 the Net Settlement Amount shall be distributed to the PAGA Members on a *pro-rata* basis based upon
8 the number of pay periods worked by each PAGA Member ("PAGA Payment").

9 48. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
10 to appoint Phoenix Settlement Administrators, a qualified and experienced administrator based in
11 California where the Action is venued, to serve as the Settlement Administrator, which, as a condition
12 of appointment, will agree to be bound by this Settlement Agreement with respect to the performance
13 of its duties and its compensation. The Settlement Administrator's duties will include (i) calculating
14 PAGA Payment Shares; (ii) preparing, translating, printing, and mailing the PAGA Notice to all
15 PAGA Members; (iii) using reasonable measures to contact all PAGA Members, including
16 conducting a National Change of Address search on all PAGA Members before mailing the PAGA
17 Notice to each PAGA Member's address; (iv) re-mailing the PAGA Notice to the PAGA Member's
18 new address for those PAGA Members whose address had changed; (v) setting up a toll-free
19 telephone number to receive calls from PAGA Members; (vi) issuing the checks to effectuate the
20 payments due under the Settlement; (vii) using reasonable measures to deliver issued checks to PAGA
21 Members, including use of a "skip-trace" for undeliverable checks; and (viii) otherwise administering
22 the Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the
23 final authority to resolve all disputes concerning the calculation of a PAGA Member's PAGA
24 Payment Share, subject to the terms set forth in this Settlement Agreement. The Settlement
25 Administrator's reasonable fees and expenses are estimated to be Two Thousand Seven Hundred and
26 Fifty Dollars and No Cents (\$2,750.00) and will be paid out of the Gross Settlement Amount, as set
27 forth herein, subject to Court approval.

RELEASE OF CLAIMS

49. **Released Claims.** Upon remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, PAGA Members, including Plaintiff, the State of California, and the LWDA will fully and finally release and discharge Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in both the Complaint and the PAGA Notice or which reasonably could have been alleged based on the facts alleged in the Complaint and the PAGA Notice, including failure to pay employees all minimum wages and overtime wages owed, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802, (collectively, the "Released Claims"). This release shall apply to claims arising during the PAGA Period.

50. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a payment for the amount of each such individual's estimated share of the Net Settlement Amount shall be deemed to have released PAGA claims regardless of whether the check is cashed or not.

51. The Released Claims expressly exclude any potential claims by PAGA Members for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

52. The Parties intend that the Released Parties can assert this Settlement Agreement as a defense to any future claims for penalties brought by the LWDA or any claims brought under PAGA

1 on behalf of the LWDA. The Parties intend this PAGA settlement to have claim preclusion, issue
2 preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a
3 subsequent claim on behalf of the LWDA based on the same factual predicate as this action and
4 covering the same time period.

5 **53. Limited Release of Individual Claims by Plaintiff Only.** In addition to the release
6 for penalties arising under PAGA, Plaintiff, for herself only, agrees to an additional release of her
7 individual wage and hour claims against Defendant which could have been based on the same
8 underlying facts alleged both in her PAGA Notice and the Complaint filed in this Action, Los Angeles
9 Superior Court Case No. 21STCV04434. This limited release explicitly excludes any and all
10 individual employment claims arising under FEHA, or which are alleged in *Hopkins v. Career Group*,
11 Case Los Angeles Superior Court Case No. 20SMCV01705, or those as may be prohibited by law.
12 This release also specifically excludes claims for unemployment insurance, disability, social security,
13 and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

14 **MISCELLANEOUS PROVISIONS**

15 **54. Effect on Other Benefit Plans.** The payment of PAGA Payment Shares made to
16 PAGA Members under this Settlement will not be used to calculate any additional benefits under any
17 benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-sharing
18 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans,
19 and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
20 affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any
21 benefit plans.

22 **55. No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant
23 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
25 of action or right herein released and discharged.

26 **56. Continued Jurisdiction.** After entry of the Judgment, the Superior Court will have
27 continuing jurisdiction over the Action and the Settlement solely for purposes of addressing: (i) the
28 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters,

1 and (iii) such post-dismissal matters as may be appropriate under court rules or as set forth in this
2 Settlement.

3 **57. Stay of Litigation.** The Parties agree that upon the signing of this Agreement, the
4 continuing litigation of this action shall be stayed absent any filings necessary to obtain approval of
5 the settlement, and the time to bring this action to trial shall be extended pending the outcome of the
6 settlement process.

7 **58. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
8 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
9 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
10 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
11 other than the representations, warranties, covenants, and inducements expressly stated in this
12 Settlement and its exhibits.

13 **59. Amendment or Modification of Agreement.** This Settlement Agreement may be
14 amended or modified only by a written instrument signed by counsel for all Parties or their successors-
15 in-interest.

16 **60. Waiver of Certain Appeals.** The Parties agree to waive appeals; except, that either
17 Party may appeal any court order that materially modifies the Settlement Agreement's terms.

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

28 **62. Settlement Binding on Successors and Assigns.** This Settlement Agreement will be

1 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
2 defined.

3 63. **California Law Governs.** All terms and conditions of this Settlement and its exhibits
4 will be governed by and interpreted according to the laws of the State of California.

5 64. **Execution and Counterparts.** This Settlement Agreement is subject only to the
6 execution of all Parties. However, the Settlement Agreement may be executed in one or more
7 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
8 the signature page, will be deemed to be one and the same instrument provided that counsel for the
9 Parties will exchange among themselves original signed counterparts.

10 65. **Acknowledgment that the Settlement is Fair and Reasonable.** The Parties and their
11 respective counsel believe and warrant that this Settlement is a fair, reasonable, and adequate
12 settlement of the Action and have arrived at this Settlement after arms-length negotiations by
13 experienced counsel, taking into account all relevant factors, current and potential.

14 66. **Invalidity of Any Provision.** Before declaring any provision of this Agreement
15 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
16 consistent with applicable precedents so as to define all provisions of this Agreement valid and
17 enforceable.

18 67. **Captions.** The captions of any section or paragraph of this Agreement are inserted for
19 the reader's convenience and in no way define, limit, construe or describe the scope or intent of the
20 provisions of this Agreement.

21 68. **Waiver.** No waiver of any condition or covenant contained in this Settlement
22 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
23 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
24 or remedy.

25 69. **Enforcement Action.** In the event that one or more of the Parties institutes any legal
26 action or other proceeding against any other Party or Parties arising out of that other Party's or Parties'
27 breach of this Agreement, the successful Party or Parties will be entitled to recover from the
28 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees

1 incurred in connection with any enforcement actions.

2 70. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
3 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
4 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
5 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
6 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

7 71. **Representation By Counsel.** The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
9 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
10 full. The Parties further acknowledge that they have had an opportunity to consult with their counsel
11 regarding the fairness and reasonableness of this Settlement.

12 72. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in
13 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
14 Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any
15 document needed to implement the Settlement, or on any supplemental provisions that may become
16 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
17 to resolve such disagreement.

18 73. **Voluntary Agreement.** The Parties acknowledge that they have entered into this
19 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
20 or undue influence of any Party, and not in reliance on any promises, representations, or statements
21 made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties
22 hereto expressly waives any right she/they might ever have to claim that this Settlement Agreement
23 was in any way induced by fraud.

24 74. **Binding Agreement.** The Parties warrant that they understand and have full authority
25 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
26 enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in
27 any proceeding to enforce its terms.

28 75. **Non-Admission of Liability.** The Parties enter into this Agreement to resolve the

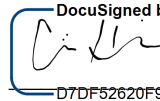
dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

76. **Confidentiality.** Prior to the filing of the PAGA approval motion, Plaintiff and her Counsel agree not to discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other PAGA Members. Plaintiff and PAGA Counsel agree not to publish any of the terms or conditions of this settlement.

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF CIARLI HOPKINS

DATED: 1/10/2022

DocuSigned by:

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DEFENDANT CAREER GROUP, INC.

DATED: _____

By: _____

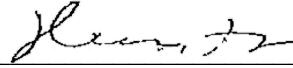
Its: _____

1 APPROVED AS TO FORM ONLY:

2 **PROTECTION LAW GROUP LLP**

3
4 DATED: 1/10/2022

By:



Heather Davis, Esq.

Amir Nayebdadash, Esq.

D. Luke Clapp, Esq.

Attorneys for Plaintiff

CIARLI HOPKINS

9 **HILL, FARRER & BURRILL LLP**

10
11 DATED: _____

By:

James A. Bowles, Esq.

Elissa L. Gysi, Esq.

Attorneys for Defendant

CAREER GROUP, INC.

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

13 76. **Confidentiality.** Prior to the filing of the PAGA approval motion, Plaintiff and her
14 Counsel agree not to discuss the terms or the fact of the Settlement with third parties other than (1)
15 their immediate family members, (2) their respective accountants or lawyers as necessary for tax
16 purposes; or (3) other PAGA Members. Plaintiff and PAGA Counsel agree not to publish any of the
17 terms or conditions of this settlement.

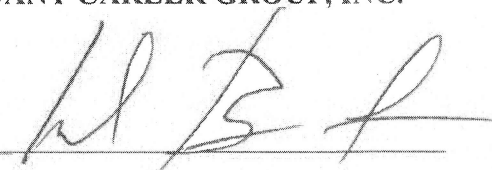
18
19 APPROVED AS TO FORM AND CONTENT:

20 PLAINTIFF CIARLI HOPKINS

21
22 DATED: _____

23 DEFENDANT CAREER GROUP, INC.

24
25
26 DATED: 1.10.22

By: 

27
28 Its: PRESIDENT

1 APPROVED AS TO FORM ONLY:

2 PROTECTION LAW GROUP LLP

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4 DATED: _____

By: _____

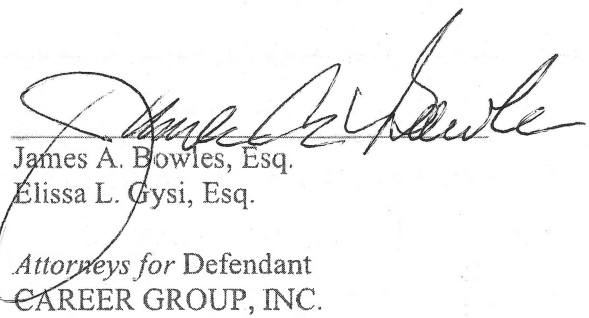
5 Heather Davis, Esq.
6 Amir Nayebdadash, Esq.
7 D. Luke Clapp, Esq.

8 *Attorneys for Plaintiff*
9 CIARLI HOPKINS

10 HILL, FARRER & BURRILL LLP

11 DATED: 1/10/22

By: _____

12 
13 James A. Bowles, Esq.
14 Elissa L. Gysi, Esq.

15 *Attorneys for Defendant*
16 CAREER GROUP, INC.

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EXHIBIT A

[PHOENIX SETTLEMENT ADMINISTRATORS, INC. LETTERHEAD]

Mailing Date

Name
Address

**Re: Payment from Ciarli Hopkins v. Career Group, Inc.
Los Angeles County Superior Court, Case No. 21STCV04434**

Dear [NAME]

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Ciarli Hopkins v. Career Group, Inc.*, Los Angeles County Superior Court, Case No. 21STCV04434 (the “Action”). The court approved the settlement on [REDACTED], 2022.

Phoenix Settlement Administrators, Inc. is the third-party administrator who has been appointed by the court to administer the settlement

The Action was filed by Ciarli Hopkins (“Plaintiff”) against Career Group, Inc. (“Career Group”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). Plaintiff’s claim was brought on behalf of the State of California and all “aggrieved employees” who worked as non-exempt employees of Career Group employed by Career Group in the State of California at any time during the period from December 1, 2019, through November 24, 2021 (the “PAGA Period”). You have been identified as one of the aggrieved employees because you were employed as a non-exempt employee by Career Group during the PAGA Period.

Plaintiff claimed that Career Group owed penalties under PAGA for certain California Labor Code violations. Career Group denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Career Group agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties get divided between the State and the employees. The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Career Group during the PAGA Period.

The enclosed check for \$ [REDACTED], is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will escheat to the California State Controller’s Office in the name of the aggrieved employee.

As a result of the court-approved settlement, all aggrieved employees including you, Plaintiff, the State of California, and the Labor Workforce Development Agency (“LWDA”) have fully released and forever discharged Career Group, Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and all claims for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the aggrieved employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the operative complaint in the Action and Plaintiff’s notice to the LWDA or which reasonably could have been alleged based on the facts alleged in the operative complaint in the Action and Plaintiff’s notice to the LWDA, including failure to pay employees all minimum wages and overtime wages owed, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802 that occurred during the PAGA Period.

If you have questions, please contact Phoenix Settlement Administrators, Inc. at

[REDACTED]