

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release (the “Agreement”) is made by and between Juventino Saldivar (“Saldivar”), on behalf of himself and each of the other alleged “Aggrieved Employees,” as defined herein, on the one hand, and HSS Inc. (“HSS”). Through this Agreement Saldivar hereby resolves (1) the matter Saldivar initiated with the Labor and Workforce Development Agency (“LWDA”) entitled Juventino Saldivar vs. HSS Inc. pursuant to his letter to the LWDA dated January 8, 2021 (the “Action”).

1. DEFINED TERMS

In addition to the defined terms referenced above, as used herein, the following terms are defined as:

1.1 The term “Aggrieved Employees” means all current and former non-exempt employees of HSS who were employed in the State of California at any time during the Settlement Period.

1.2 The term “Complaint” means the Complaint to be filed in Stanislaus County alleging each of the claims encompassed by the release below, in the form attached as Exhibit “A.”

1.3 The term “Attorneys’ Fees and Cost Award” means the amount authorized by the Court to be paid to Saldivar’s Counsel for the services they have rendered and expenses they have incurred in prosecuting the Action.

1.4 The term “Court” as used herein means the Superior Court of Stanislaus County.

1.5 The term “Effective Date” will be the last to occur of the following: (a) the date that the Court’s order approving the Settlement is not subject to further judicial review; or (b) if an appeal, review, or writ is sought from the Court’s order granting approval of the Settlement, the day after such order is affirmed, and/or the appeal, review, writ, or order is no longer subject to further judicial review.

1.6 The term “Gross Settlement Fund” means an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00) that will be used to fund the Qualified Settlement Fund. The Gross Settlement Fund includes all Individual Settlement Payments, the Attorneys’ Fees and Cost Award, the Settlement Administration Costs, Service Awards, and payment to Labor and Workforce Development Agency (“LWDA”).

1.7 The term “Individual Settlement Payment” means the amount to be paid to an Aggrieved Employee pursuant to Section 6 of this Agreement.

1.8 The term “Net Settlement Proceeds” means the funds from the Qualified Settlement Fund available to be distributed to Aggrieved Employees under this Agreement after payment of the Attorneys’ Fees and Cost Award, the Settlement Administration Costs, the Service Award, and the portion of the PAGA Payment made to the LWDA.

1.9 The term “PAGA Payment” means the net amount to be paid by the Settlement Administrator to the LWDA and Aggrieved Employees after deduction of Settlement Administration Costs, Service Awards, and the Attorneys’ Fees and Costs Award from the Gross Settlement Fund, in full satisfaction of the Released Claims as defined below. This PAGA Payment is made pursuant to Labor Code §2699(i).

1.10 The term “Pay Periods” means the number of pay periods worked by the Aggrieved Employees during the Settlement Period as determined by the Settlement Administrator.

1.11 The term “Saldivar’s Counsel” means Potter Handy, LLP.

1.12 “Qualified Settlement Fund” shall be the fund established and administered by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 in connection with the Settlement.

1.13 The term “Service Award(s)” means the amounts the Court authorizes to be paid to Saldivar over and above his Individual Settlement Payments.

1.14 The term “Settlement” means the settlement described in this Agreement.

1.15 The term “Settlement Administration Costs” means all Settlement Administrator fees and costs incurred in administering the Settlement.

1.16 The term “Settlement Administrator” means ILYM, Inc., the firm that the Parties mutually agree shall be responsible for the administration of the Settlement, pursuant to the terms of this Agreement.

1.17 The term “Settlement Period” means the following time period: July 22, 2018 to the date that the Court approves the Settlement.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 As detailed below, this Agreement establishes a procedure to resolve all Aggrieved Employees’ claims for penalties, attorneys’ fees, costs, and interest under PAGA arising out of or in any way relating to the facts giving rise to the claims in the Action (including in the Complaint and the amended PAGA letter), directly or indirectly, or claims that they have alleged or that could have been alleged based on the facts alleged in the Action (including in the Complaint and the amended PAGA letter). The Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. HSS has also been subject to the economic realities of operating during a worldwide pandemic. In light of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

2.2 The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement in arms-length negotiations, following a mediation before a retired superior court judge, The Hon. Nancy Wieben Stock (Ret.), taking into account all relevant factors, present and potential, and will so represent to the Court. This Settlement was reached after extensive informal discovery and negotiations. In addition, the Parties have conducted significant investigation of the facts and law during the prosecution of this Action. The Parties have also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Saldivar and potential defenses thereto, and the civil penalties claimed by Saldivar.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this dispute. The Action include claims that, while HSS denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4. STATEMENT OF NO ADMISSION

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by HSS as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

4.2 Neither this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to the Agreement, is intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3 Evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by HSS of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

4.4 In the event that this Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, HSS will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action.

5. WAIVER, RELEASE, AND DISMISSAL

5.1 Release and Waiver of Claims by Aggrieved Employees. Upon the Effective Date, all Aggrieved Employees, and their successors, assigns, and/or agents, shall be deemed to have fully and finally released and discharge HSS and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, and parent companies and attorneys (collectively, the “Released Parties”), from the “Released Claims.” For purposes of this Agreement, the “Released Claims” are defined as all Aggrieved Employees’ claims for penalties, attorneys fees, costs or interest that were alleged or which could have been alleged based on the factual allegations in the operative complaint and/or PAGA letter in the Action, including all claims including claims and potential claims for penalties recoverable under PAGA concerning wages, including all claims for unpaid wages, including failure to pay minimum wages, straight time compensation and overtime compensation; the incorrect calculation of the regular rate of pay; failure to incorporate uniform pay and/or pride rewards into the regular rate of pay; expense reimbursements; deductions; failure to keep accurate time records; failure to provide and maintain accurate itemized wage statements; failure to keep accurate employee payroll records; failure to timely pay wages due during or at separation of employment; failure to identify all required items on wage statements; failure to pay wages on a weekly basis; payment for all hours worked, including off-the-clock work; meal periods and/or premiums; rest periods and/or premiums; on-duty meal periods; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon Labor Code §§ 201-203, 201.3, 204, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2802, any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission and any other PAGA penalty claims whatsoever alleged in the Action (including in the Complaint and amended PAGA letter), whether known or unknown, from and including July 22, 2018 up to and including the date the Court approves the Settlement. Saldivar agrees to amend his PAGA letter as necessary to comport with this release.

5.2 General Release and Waiver of Claims by Saldivar. In addition to the releases above, Saldivar makes the following general release of all claims, known or unknown (the “General Release”). Saldivar releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. This General Release excludes any and all past, present and/or future claims arising under the Workers’ Compensation laws.

The General Release includes any unknown claims Saldivar does not know or suspects to exist in Saldivar’s favor at the time of the General Release, which, if known by Saldivar, might

have affected Saldivar's settlement with, and release of, Released Parties by Saldivar or might have affected Saldivar's decision not to object to this Settlement or the General Release.

With respect to the General Release, Saldivar stipulates and agrees that, upon the Effective Date, Saldivar shall be deemed to have, and by operation of the Court's approval of the Settlement, shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Saldivar may hereafter discover facts in addition to or different from those Saldivar now knows or believes to be true with respect to the subject matter of the General Release, but Saldivar, upon the Effective Date, shall be deemed to have, and by operation of the Court's approval of the Settlement, shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon 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.

6. COMPUTATION AND DISTRIBUTION OF PAYMENTS

6.1 Gross Settlement Fund. The Gross Settlement Fund amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00) is on an all-in, non-reversionary basis to settle the Action and to resolve all released claims, penalties, attorneys' fees, costs, administrative fees, and interest. In no event shall HSS be liable for more than Four Hundred Thousand Dollars and No Cents (\$400,000.00) as a result of this Settlement, and any of the attorneys' fees, costs, administrative fees, penalties, and sums specified in this Agreement shall be paid from this amount, except as otherwise noted in this Agreement. This Gross Settlement Fund amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00) has been agreed to by Saldivar and HSS. It is expressly understood that if the Court awards less than the total amounts requested by Saldivar's Counsel to be awarded for attorneys' fees and costs and/or service awards requested by Saldivar, the difference in any such amounts will be included in the PAGA Payment.

6.2 Deposit of the Gross Settlement Fund Amount into the Qualified Settlement Fund. Not later than fifteen (15) days following the Effective Date, HSS shall deposit the Gross Settlement Fund into the Qualified Settlement Fund. At no time will HSS have any obligation to make that deposit or otherwise fund the Settlement, in whole or in part, until after the Effective Date. All payments that are required to be made pursuant to the Agreement shall be made from the Qualified Settlement Fund.

6.4 Distribution Formula. The Settlement Administrator shall distribute the PAGA Payment to the LWDA and Aggrieved Employees as described in this Section 6.4.

Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees.

The net amount of the Aggrieved Employees' share of the PAGA Payment shall be paid pro rata to all Aggrieved Employees based on the number of Pay Periods worked.

No Aggrieved Employee shall be required to file a claim in order to receive such payment.

For tax purposes, all Individual Settlement Payments will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Employees if necessary, as required by law. No person or entity shall have any claim against HSS, HSS's counsel, Saldivar, any Aggrieved Employees, Saldivar's Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

6.5 Distribution to the Aggrieved Employees. Individual Settlement Payments shall be paid out of the Net Settlement Proceeds pursuant to the Distribution Formula set forth in Section 6.4 of this Agreement.

Not later than ten (10) days following the Effective Date, HSS shall send a list of all Aggrieved Employees to the Settlement Administrator containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as an Aggrieved Employee during the Covered Period; and (4) social security number. This shall be known as the "Group List." HSS shall transmit the Group List in Excel or similar format or other method as agreed to by the Parties in good faith as technology requires to transmit the data.

Not later than three (3) days following receipt of the Group List, the Settlement Administrator shall email the Parties confirming receipt of the Group List and stating the number of Aggrieved Employees and the number of Pay Periods included therein.

Not later than ten (10) days following receipt of the Group List, the Settlement Administrator shall cross-reference all the addresses provided in the Group List with the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

Not later than fifteen (15) days following receipt of the Gross Settlement Fund from HSS, the Settlement Administrator shall make the following payments from those proceeds: (1) the Individual Settlement Payments; (2) the Service Awards (which shall be delivered to Saldivar's Counsel); (3) the Attorneys' Fees and Cost Award; (4) the portion of the PAGA Payment to the LWDA; and (5) payment to the Settlement Administrator for administration of the Settlement.

The Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Payment to each Aggrieved Employee's last known address with directions to the Postmaster to deliver the checks to any applicable forwarding address and to return all undeliverable checks to the Settlement Administrator. The date of the initial mailing of the check shall be conclusively determined according to the records of the Settlement Administrator.

A letter substantially in the form of Exhibit "A" hereto will be included in the mailing of each Aggrieved Employee's Individual Settlement Payment.

Individual Settlement Payments shall remain valid and negotiable for one hundred sixty (160) days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee whose check went uncashed.

The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Employees, including Saldivar.

6.6 Service Award Payments. Saldivar will request, and HSS will not oppose, a Service Award not to exceed Seven Thousand, Five Hundred and Zero Cents (\$7500.00) for his time and effort in bringing and prosecuting the Action and in exchange for a general release of claims. The Parties agree that a decision by the Court to award Saldivar an amount less than the amount stated above shall not be a basis for Saldivar's Counsel to void this Agreement. The Settlement Administrator shall issue a Form 1099 for each Service Award. Any amounts awarded for a Service Award to Saldivar less than the amount listed above will result in the non-awarded funds being part of the Net Settlement Proceeds available for distribution to the Aggrieved Employees. Saldivar shall be solely and legally responsible to pay any and all applicable taxes on his payment and shall hold harmless Saldivar's Released Parties from any claim or liability for taxes, penalties or interest arising as a result of the payment. The Service Awards shall be in addition to Saldivar's share of the Net Settlement Proceeds as Aggrieved Employees.

HSS makes no representations as to the tax treatment or legal effect of the payments called for herein, and Saldivar is not relying on any statement or representation by HSS in this regard. Saldivar understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the payment described herein.

6.7 Attorneys' Fees and Costs. Saldivar's Counsel shall request, and HSS will not oppose, an award of attorneys' fees of up to thirty-three percent (33%) or One Hundred Thirty-Two Thousand Dollars and Zero Cents (\$132,000.00) of the Gross Settlement Fund, and costs subject to court approval. Saldivar's Counsel shall be entitled to reimbursement for all actual costs incurred as approved by the Court. The Attorneys' Fees and Cost Award shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Saldivar's Counsel reflecting the awarded attorneys' fees, costs and expenses. Should Saldivar and/or Saldivar's Counsel request a lesser amount for attorneys' fees than stated above and/or the Court approve a lesser amount, the

difference shall be added to the Net Settlement Proceeds. In consideration of the Attorneys' Fees and Cost Award, Saldivar's Counsel waives all claims to any further attorneys' fees and expenses in connection with the litigation of the Action. Saldivar, Saldivar's Counsel, and Aggrieved Employees shall assume full responsibility and liability for the payment of taxes due on such awards.

The Attorney's Fees and Cost Award shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs or expenses in the Action incurred by any attorney on behalf of Saldivar and the Aggrieved Employees, and shall relieve the Released Parties and the Settlement Administrator of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs and expenses to which any of them may claim to be entitled on behalf of Saldivar and/or the Aggrieved Employees.

6.8 Settlement Administrator. The settlement administrator will be paid subject to court approval. Any amount not awarded for costs of administration to the Settlement Administrator will result in the non-awarded amount being made part of the PAGA Payment, available for distribution to the LWDA and the Aggrieved Employees. A Form 1099 shall be issued to the Settlement Administrator.

The Settlement Administrator shall calculate the portion of the PAGA Payment to be paid to the LWDA and the Individual Settlement Payments to be paid to the Aggrieved Employees in accordance with the terms and provisions of this Agreement; pay any applicable state and/or federal taxes; make payment to the LWDA and mail the Individual Settlement Payment checks to the Aggrieved Employees along with the letter substantially in the form of Exhibit "A," attached hereto; resolve any disputes regarding the calculation or application of the formula for determining the Individual Settlement Payments; issue 1099 forms; calculate and disburse any Attorneys' Fees and Cost Award, Service Awards, and/or applicable taxes from the Gross Settlement Fund; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court.

7. INTEREST

7.1 The Gross Settlement Fund includes any and all interest accruals and no additional interest shall be due under any circumstances.

8. TAXATION

8.1 Saldivar and, through Saldivar's Counsel, Aggrieved Employees represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

8.2 Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Aggrieved Employees in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

9. COURT'S APPROVAL

Saldivar will promptly move the Court for approval of the Settlement pursuant to Labor Code § 2699(l). The Parties agree to use their best efforts to obtain approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects. The Parties also agree that in the event the Court does not approve the Settlement, the Parties will work in good faith to amend the Settlement to comport with the Court's instructions.

9.1 In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

10. PUBLICITY

Except as necessary to obtain Court approval, including prior submission to the LWDA, Saldivar and Saldivar's Counsel shall not communicate the terms or the fact of the Settlement to third parties other than (1) employees or law partners of Saldivar's Counsel and/or Saldivar's immediate family members; and (2) their respective accountants or lawyers as necessary for tax purposes. Saldivar's Counsel agrees not to refer to the Action, HSS, HSS's counsel, or the Settlement on any website or electronic or other communication, and to limit their statements (including electronic statements on the internet) regarding the Settlement to only say that the Action have been resolved. The Settlement Administrator shall not host or publish any website in association with the Settlement unless required by court order.

11. INAPPLICABILITY OF CALIFORNIA CIVIL PROCEDURE CODE SECTION 384

The Parties agree that California Civil Procedure Code ("CCP") section 384 is not applicable to the Gross Settlement Fund. Neither Saldivar nor Saldivar's Counsel shall take, or cause any other person to take, a position before the Court that CCP section 384 applies to the Gross Settlement Fund.

12. MISCELLANEOUS PROVISIONS

12.1 Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.2 Interpretation of the Agreement. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of law provisions.

12.3 Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Action and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Saldivar, on Saldivar's own behalf and as a representative for the Aggrieved Employees, and HSS enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement. The Agreement may be modified only by a writing signed by the Parties, or their successors, and approved by the Court.

12.4 Counterparts/Facsimile/Electronic. The Agreement may be executed in one or more actual, telecopied or electronic counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. A signature on this Agreement delivered by facsimile or electronically shall be as legally binding as an original signature, although the Parties will provide original signatures to each other for their records.

12.5 Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of HSS represent and warrant that they are authorized to sign this Agreement on behalf of HSS.

12.6 No Effect on Employee Benefits. The Individual Settlement Payments and Service Awards shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Saldivar or any Aggrieved Employee. The payment of the Individual Settlement Payments does not represent any modification of Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by HSS. Further, any Individual Settlement Payment or Service Awards shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by HSS.

12.7 No Injunctive Relief. HSS shall not be required to enter into any consent decree, nor shall HSS be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

12.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12.9 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

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

12.11 Defense. To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or contrary to this Settlement.

WHEREFORE, Saldivar, as representative of himself and Aggrieved Employees, and HSS, have executed this Agreement as of the dates set forth below.

12/03/2021
Dated: _____, 2021

By



JUVENTINO SALDIVAR

Dated: _____, 2021

By

HSS INC.

by its _____

APPROVED AS TO FORM:

Dated: _____, 2021

POTTER HANDY, LLP

By

JAMES M. TREGLIO

Attorneys for JUVENTINO SALDIVAR
Aggrieved Employees, and the State of California

Dated: _____, 2021

SHEPPARD MULLIN RICHTER & HAMPTON LLP

By

MATTHEW M. SONNE
BRYANNE J. LEWIS

Attorneys for HSS INC.

This document was signed by:

Juventino Saldivar



Vinesign

Date

12/3/2021 6:31 PM UTC

Phone

2094248203

IP Address

172.58.19.200

Confirmation

62B2A6359337E01D63B1311B0756D05B
067916CC01B1EE7A96E0237C1C95C74D



VINESIGN.COM