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THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MAUREEN MOOSBRUGGER, an individual, on
behalf herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

THE ROMAN CATHOLIC CEMETERIES OF
THE DIOCESE OF OAKLAND, a California
Corporation; and DOES 1 TO 50,
Defendants.

CASE NO. RG21088799

[Assigned for All Purposes to:
The Hon. Brad Seligman, Dept. 23]

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

Action Filed: February 5, 2021
Trial Date: None Set

STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and between Plaintiff Maureen Moosbrugger, on behalf of herself and the Settlement Class Members, on the one hand, and Defendant The Roman Catholic Cemeteries of the Diocese of Oakland, on the other hand, and subject to the approval of the Court, that the above-captioned Lawsuit is hereby being compromised and settled pursuant to the terms and conditions set forth herein (the “Stipulation” or “Agreement”).

1. DEFINITIONS

Unless otherwise defined herein, initial capitalized terms used in this Agreement shall have the meanings set forth below:

1.1 “Class Counsel” means Martin E. Sullivan, Esq. of Sullivan Employment Law, P.C.

1.2 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Lawsuit not to exceed thirty-three and one-third percent (33-1/3%) of the Gross Settlement Amount (or \$650,000.00), subject to Court approval. The Court shall review the requested amount of the Class Counsel Award, and the approved amount shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be retained within the Gross Settlement Amount and distributed to Class Members as provided in this Agreement.

1.3 “Class Counsel Costs” means expenses and costs incurred by Class Counsel for Class Counsel’s litigation and resolution of this Lawsuit not to exceed Fifteen Thousand Dollars (\$15,000). The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class Counsel shall be retained within the Gross Settlement Amount and distributed to Class Members as provided in this Agreement.

1.4 Class Divisions:

1.4.1 “FSA Class” is defined as all individuals who are or were employed by Defendant as a Family Service Advisor in California during the “Class Period.”

1.4.2 “Non-Union, Non-FSA Class” means all individuals who are or were employed by Defendant as non-exempt, non-union employees who worked in one or more

positions other than as a Family Service Advisor in California during the “Class Period.”

1.4.3 “Union Class” means all individuals who are or were employed by Defendant as nonexempt, union employees in California during the “Class Period.”

1.4.4 “Class Members” means all persons in the “Union Class,” the “Non-Union, Non-FSA Class,” and the “FSA Class.”

1.5 “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided as a password-protected, Microsoft Excel spreadsheet and shall include each Settlement Class Member’s: (a) full name; (b) last known address; (c) last known home telephone number and e-mail address, if available; (d) Social Security Number; (e) start date of employment; (f) end date of employment; (g) “Union Class,” “Non-Union, Non-FSA Class,” and “FSA Class” Compensable Workweeks (as defined below); and (h) “Union Class,” “Non-Union, Non-FSA Class,” and “FSA Class” Compensable Pay Periods (as defined below). The Class Information shall also include the sum of all “Union Class,” “Non-Union, Non-FSA Class,” and “FSA Class” Workweeks. Because Social Security Numbers and other private information are included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence, it shall be transmitted in password-protected file(s), and access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement.

1.6 “Class Period” means the period of February 5, 2017, to the date of preliminary approval.

1.7 “Class Representative” means Plaintiff Maureen Moosbrugger.

1.8 “Class Representative Enhancement Award” means the amount approved by the Court to be paid to the Class Representative in recognition of her efforts and time as Class Representative, and in consideration for her execution of a general release of all claims relating to or arising from her employment with Defendant or its termination, and a comprehensive release and a Civil Code section 1542 waiver of the Class Representative’s Released Claims relating to or arising from her employment with Defendant or its termination. The Class Representative further agrees that he has

1 kept and will continue to keep the fact, amount, and terms of the Settlement confidential except for
2 court required filings and otherwise required by law. The Class Representative Enhancement Award
3 shall not exceed Ten Thousand Dollars (\$10,000), and it shall be paid from the Gross Settlement
4 Amount. Defendant does not presently object to a Class Representative Enhancement Award in the
5 amount of Ten Thousand Dollars (\$10,000). Any portion of the requested Class Representative
6 Enhancement Award that is not awarded to Plaintiff shall be retained within the Gross Settlement
7 Amount and be distributed to Class Members as provided in this Agreement.

8 1.9 Compensation Calculations for Class:

9 1.9.1 "FSA Class Compensable Workweeks" means all weeks in which Participating
10 Class Members in the FSA Class worked during the Class Period as employees.

11 1.9.2 "Non-Union, Non-FSA Class Compensable Workweeks" means all weeks in
12 which Participating Class Members in the Non-Union, Non-FSA Class worked
13 during the Class Period as employees.

14 1.9.3 "Union Class Compensable Workweeks" means all weeks in which
15 Participating Class Members in the Union Class worked during the Class Period
16 as employees.

17 1.10 Compensation Calculations for PAGA:

18 1.10.1 "PAGA Compensable Pay Periods" means all pay periods in which the
19 "Aggrieved Employees" received wage statements from Defendant during the
20 PAGA Period, as defined below, in Section 1.29.

21 1.11 "Court" shall mean the California Superior Court for the County of Alameda.

22 1.12 "Defendant" means The Roman Catholic Cemeteries of the Diocese of Oakland.

23 1.13 "Defense Counsel" or "Counsel for Defendant" shall mean the law firm of ALLEN,
24 GLAESSNER, HAZELWOOD AND WERTH, LLP, including the attorneys Peter Glaessner, Esq.
25 and Kellen Crowe, Esq.

26 1.14 "Effective Date" means the latest of the following dates: (i) the date the Court of
27 Appeal or the California Supreme Court has rendered a final ruling affirming the trial court's final
28 approval of the settlement without material modification; or (ii) the date that the deadline for seeking

1 appellate review of the trial court's final approval of the settlement has passed without the filing of a
2 timely appeal or timely request for review.

3 1.15 "Estimated Individual Settlement Payment(s)" means the estimated amount payable to
4 each Participating Class Member, as calculated pursuant to Paragraph 3.14.1 herein.

5 1.16 "Final Approval Hearing" means the hearing held on the motion for final approval of
6 the Settlement.

7 1.17 "Final Judgment" means the Court's entry of an order of judgment in this Lawsuit
8 following the Court's final approval of the Settlement.

9 1.18 "Individual Settlement Payment" means the amount payable to each Participating
10 Class Member. The amount of the Individual Settlement Payment shall be calculated pursuant to
11 Paragraph 3.14 herein.

12 1.19 "Lawsuit" means the wage-and-hour class action and PAGA representative action
13 entitled *Maureen Moosbrugger v. The Roman Catholic Cemeteries of the Diocese of Oakland et al.*,
14 now pending in the Alameda County Superior Court of California and designated as Case No.
15 RG21088799.

16 1.20 "LWDA PAGA Allocation" means up to Fifteen Thousand Dollars (\$20,000.00),
17 representing 75% of the PAGA Allocation, paid from the Gross Settlement Amount, as the payment
18 required for settlement of any claims under the California Private Attorneys General Act. The LWDA
19 PAGA Allocation shall be paid, upon Court Approval, to the State of California's Labor Workforce
20 Development Agency ("LWDA").

21 1.21 "Gross Settlement Amount" means the non-reversionary maximum of One Million
22 Nine Hundred and Fifty Thousand Dollars and 0/100 (\$1,950,000.00). The Parties intend that the
23 claims of all Participating Class Members are settled for no more than the Gross Settlement Amount,
24 inclusive of attorneys' fees, costs, and expenses directly related to the Lawsuit (which includes all
25 such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the
26 settlement, providing any notices required as part of the settlement, securing court approval of the
27 settlement including any and all motions related thereto, administering the settlement, and obtaining a
28 judgment in the action), Class Representative Enhancement Award, the PAGA Allocation, and all

costs of administration, including Settlement Administration fees. This settlement does not establish a fund from which claims will be paid, within the meaning of California Code of Civil Procedure section 384.

1.22 “Net Settlement Amount” means the amount of monies available for distribution to Participating Class Members who do not opt-out of the Settlement, determined by taking the Gross Settlement Amount and subtracting amounts for Court-approved Class Counsel Award and Class Counsel Costs, the PAGA Allocation, the Class Representative Enhancement Award, and the costs of settlement administration. The Net Settlement Amount shall be allocated between the “Union Class,” the “Non-Union, Non-FSA Class,” and the “FSA Class,” as set forth below and distributed in its entirety to Participating Class Members.

1.23 “Union Class Net Settlement Amount” is 2.5% of the total Net Settlement Amount.

1.24 “Non-Union, Non-FSA Class Net Settlement Amount” is 37.5% of the total Net Settlement Amount.

1.25 “FSA Class Net Settlement Amount” is 60% of the total Net Settlement Amount.

1.26 “Notice of Settlement” means the Notice of Class Action Settlement (substantially in the form attached hereto as **Attachment 1**), which includes an estimated settlement share for each member of the Class or Classes.

1.27 “Notice Packet” means the Notice of Class Action Settlement and Request for Exclusion (substantially in the form attached hereto as **Attachments 1-2**). The Notice Packet shall contain instructions on how to opt-out of the Settlement, and how to object to the Settlement.

1.28 “PAGA” means the California Private Attorneys General Act, California Labor Code section 2698, *et seq.*

1.29 “PAGA Period” means the time period of February 3, 2020, through the date the Court grants preliminary approval of the Settlement.

1.30 “PAGA Aggrieved Employee(s)” and “Aggrieved Employee(s)” mean any and all individuals who Defendant employed as a non-exempt employee from February 3, 2020, to the date the court grants preliminary approval. All Aggrieved Employees are also Settlement Class Members and therefore, to the extent Settlement Class Members are referenced herein, it includes Aggrieved

1 Employees.

2 1.31 "PAGA Allocation" means up to Twenty Thousand Dollars (\$20,000) allocated from
3 the Gross Settlement Amount for the compromise of claims brought under the PAGA. Per California
4 Labor Code section 2699(i), Fifteen Thousand Dollars (\$15,000.00), representing 75% of the PAGA
5 Allocation, will be paid to the California's Labor Workforce Development Agency. The remaining
6 Five Thousand Dollars (\$5,000.00), or any lesser amount ordered by the Court, representing 25% of
7 the PAGA Allocation, will be distributed to PAGA Aggrieved Employees as set forth in Paragraph
8 3.15.

9 1.32 "PAGA Settlement Amount" means 25% of the PAGA Aggrieved Employees (Five
10 Thousand Dollars (\$5,000)), which will be distributed to PAGA Aggrieved Employees as described in
11 Paragraph 3.13.

12 1.33 "PAGA Penalties Payment" means the amount payable to each PAGA Aggrieved
13 Employees for the release of his or her Released PAGA Claims, regardless of whether the PAGA
14 Aggrieved Employee objects, opts out or otherwise excludes himself or herself from the Released
15 Statutory Claims. The amount of the PAGA Penalties Payment shall be calculated pursuant to
16 Paragraph 3.15 herein.

17 1.34 "Participating Class Member" means Settlement Class Members that do not submit a
18 valid and timely Request for Exclusion.

19 1.35 "Parties" means Plaintiff and Defendant, and "Party" shall mean either Plaintiff or
20 Defendant, respectively.

21 1.36 "Plaintiff" means Maureen Moosbrugger.

22 1.37 "Preliminary Approval" or "Preliminary Approval Date" means the date the Court
23 enters the Preliminary Approval Order.

24 1.38 "Preliminary Approval Order" means the Order granting preliminary approval of the
25 settlement.

26 1.39 "Released PAGA Claims" means any and all individual and representative claims for
27 penalties that could have been assessed upon and collected from the Released Parties under PAGA,
28 including any and all claims based on Labor Code violations of whatever kind or nature recoverable

1 under PAGA, whether known or unknown, arising during the period between September 11, 2018 and
2 the date the Court grants preliminary approval of the Settlement, that were asserted or could have been
3 asserted in the Lawsuit based on the facts alleged in the Complaint including but not limited to
4 California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185,
5 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and any resulting claim for attorneys'
6 fees and costs under PAGA.

7 1.40 "Released Statutory Claims" means those claims which are pled or could have been
8 plead based on the allegations in the operative complaint and PAGA notice to the LWDA, which arose
9 during the Class Period, including, but not limited to, claims for: (1) Failure to Pay All Minimum
10 Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Rest Periods and Pay Missed
11 Rest Period Premiums; (4) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums;
12 (5) Failure to Maintain and Provide Accurate Employment Records; (6) Failure to Pay Wages Timely
13 during Employment; (7) Failure to Pay All Wages Earned and Unpaid at Separation; (8) Failure to
14 Indemnify All Necessary Business Expenditures; (9) Failure to Furnish Accurate Itemized Wage
15 Statements; (10) Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–
16 17210); and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the
17 foregoing.

18 1.41 "Released Parties" means Defendant The Roman Catholic Cemeteries of the Diocese of
19 Oakland and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors,
20 and assigns.

21 1.42 "Request for Exclusion" means a written and signed request by a Class Member to be
22 excluded from the Settlement that is submitted in accordance with the procedure set forth herein, also
23 known as an "opt-out request."

24 1.43 "Response Deadline" means the date sixty (60) days after the Settlement Administrator
25 mails Notice Packets to Settlement Class Members and the last date on which Settlement Class
26 Members may: (a) postmark, fax, or email Requests for Exclusion; or (b) serve Objections to the
27 Settlement.

28 1.44 "Settlement" means the disposition of the Lawsuit pursuant to this Agreement.

1 1.45 “Settlement Account” means the account established pursuant to the terms of this
2 Stipulation from which all monies payable under the terms of this Settlement shall be paid, as set forth
3 herein.

4 1.46 “Settlement Administrator” means CPT Group, Inc. or ILYM Group, Inc.

5 1.47 “Settlement Administration Costs” means the amount to be paid to the Settlement
6 Administrator from the Gross Settlement Amount for the administration of the Settlement, for all
7 current and formerly employed Settlement Class Members. The Settlement Administration Costs
8 amount is presently estimated not to exceed \$13,000.

9 1.48 “Settlement Class Members” or “Settlement Class” means (i) all individuals who are or
10 were employed by Defendant as nonexempt, union employees in California during the Class Period
11 (“Union Settlement Class Members”); (ii) all individuals who are or were employed by Defendant as
12 non-exempt, non-union employees who worked in one or more positions other than as a Family
13 Service Advisor in California during the Class Period (“Non-Union, Non-FSA Settlement Class
14 Members”); and (iii) all individuals who are or were employed by Defendant as a Family Service
15 Advisor in California during the Class Period (“FSA Settlement Class Members”) .

16 **2. RECITALS**

17 2.1 Description and Procedural Posture of the Litigation.

18 The Lawsuit was initiated on February 3, 2021, by Plaintiff in the form of a letter to the
19 LWDA. Defendant disputes and denies Plaintiff’s material allegations, and maintains that the Court
20 would not certify the class proposed by Plaintiff. If the case were to proceed, Defendant would raise
21 various affirmative defenses.

22 On October 26, 2021, the parties participated in a mediation before Mark LeHocky, Esq. With
23 Mr. LeHocky’s ongoing assistance, the case resolved in the months following mediation. The parties
24 executed a binding and enforceable Memorandum of Agreement (“MOU”) after the mediation, with
25 signatures collected between April 15, 2022, and May 3, 2022, and agreed that a detailed, long-form
26 Joint Stipulation of Settlement and Release would be completed shortly thereafter.

27 As part of this Agreement, the Parties stipulated to the filing of a Fourth Amended Complaint
28 (“4AC” and “Complaint”) in the Lawsuit, pursuant to and for purposes of this Agreement only. The

1 Stipulation to file the 4AC, as well as a copy of that 4AC, was filed on [DATE], and includes causes
2 of action for: (1) Failure to Pay All Minimum Wages; (2) Failure to Pay All Overtime Wages; (3)
3 Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; (4) Failure to Provide Meal
4 Periods and Pay Missed Meal Period Premiums; (5) Failure to Maintain and Provide Accurate
5 Employment Records; (6) Failure to Pay Wages Timely during Employment; (7) Failure to Pay All
6 Wages Earned and Unpaid at Separation; (8) Failure to Indemnify All Necessary Business
7 Expenditures; (9) Failure to Furnish Accurate Itemized Wage Statements; (10) Violations of
8 California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (11) Penalties
9 Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") for Violations of
10 California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185,
11 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and Other Provisions of the Labor Code.
12 For purposes of this Settlement only, Defendant waives all defenses and challenges it may have to the
13 Complaint, including, without limitation, based on the statute of limitations, standing and/or timely
14 and proper exhaustion of administrative notice requirements. Defendant will retain any and all
15 defenses and challenges to the Complaint.

16 2.2 Certification of the Settlement Class. The Parties stipulate and agree to the certification
17 of this Lawsuit for purposes of this Settlement only. Should the Settlement not become final and
18 effective as herein provided, class certification shall immediately be set aside (subject to further
19 proceedings on motion of any party to certify or deny certification thereafter). The Parties'
20 willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and
21 shall not be admissible in or considered in connection with, the issue of whether a class should be
22 certified in a non-settlement context in this Lawsuit and shall have no bearing on, and shall not be
23 admissible or considered in connection with, the issue of whether a class should be certified in any
24 other lawsuit and/or arbitration.

25 2.3 Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
26 recognize the expense and length of continued proceedings necessary to litigate their disputes through
27 trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of
28 the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff

1 and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims
2 asserted in the Lawsuit, both generally and in response to Defendant's potential defenses thereto
3 (many of which have been shared during the course of the Parties' settlement negotiations), and
4 potential difficulties in establishing damages and entitlement to monetary recovery for the Settlement
5 Class Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to
6 enter into a settlement that confers substantial relief upon Settlement Class Members based on the
7 terms set forth herein. Based on the foregoing, Plaintiff and Class Counsel have determined that the
8 Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best
9 interests of the Settlement Class Members.

10 2.4 Defendant's Reasons for Settlement. Defendant has concluded that any further defense
11 of this litigation would be protracted and expensive for all Parties. Substantial amounts of time,
12 energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be
13 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
14 risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to
15 contend that it is not liable for any of the claims set forth by Plaintiff in the Lawsuit, Defendant has,
16 nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest
17 the claims as set forth in the Lawsuit.

18 2.5 Settlement Class Members' Claims. Settlement Class Members have claimed and
19 continue to claim that the Released Statutory Claims and Released PAGA Claims have merit and give
20 rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims.
21 Nothing contained in this Agreement (and exhibits/attachments hereto) and no documents referred to
22 herein and no action taken to carry out this Agreement may be construed or used as an admission by or
23 against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims
24 asserted.

25 2.6 Defendant's Defenses. Defendant has claimed and continues to claim that the Released
26 Statutory Claims and Released PAGA Claims have no merit and do not give rise to liability. This
27 Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
28 documents referred to herein and no action taken to carry out this Agreement may be construed or

1 used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.

2 2.7 Maximum Amount Payable by Defendant. Under the terms of this Settlement, the
3 maximum amount payable by Defendant shall not exceed the Gross Settlement Amount of One
4 Million Nine Hundred and Fifty Thousand Dollars and 0/100 (\$1,950,000.00).

5 **3. TERMS OF AGREEMENT**

6 The Parties agree as follows:

7 3.1 The “Union Class” consists of approximately 28 individuals, subject to confirmation
8 via business records upon close of the Class Period.

9 3.2 The “Non-Union, Non-FSA Class” consists of approximately 193 individuals, subject
10 to confirmation via business records upon close of the Class Period.

11 3.3 The “FSA Class” consists of approximately 60 individuals, subject to confirmation via
12 business records upon close of the Class Period.

13 3.4 Releases Given by Plaintiff and the Settlement Class.

14 3.4.1 As To All Participating Class Members. As of the Effective Date, all
15 Participating Class Members in Settlement Class release the Released Parties from the Released
16 Statutory Claims for the Class Period.

17 3.4.2 PAGA Release. The Parties acknowledge and agree that Plaintiff was deputized
18 by the State of California, pursuant to PAGA, to negotiate and compromise the Released PAGA
19 Claims on behalf of any and all “Aggrieved Employees” as defined in Labor Code section 2699(c),
20 subject to the approval procedure set forth in Labor Code section 2699(l). Therefore, as of the
21 Effective Date, all eligible Settlement Class Members, including Plaintiff and any other Aggrieved
22 Employees, and the State of California release the Released Parties from the Released PAGA Claims
23 for the PAGA Period.

24 3.4.3 General Mutual Release of Claims, Known and Unknown, Between the Class
25 Representative and Defendant. Plaintiff releases and discharges all Released Parties from any and all
26 claims, including but not limited to: Any and all wage-and-hour claims arising under the laws of the
27 State of California, including, without limitation, statutory, constitutional, contractual, and/or common
28 law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,

liquidated damages, and/or punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair Employment and Housing Act; the California Government Code; the California Labor Code, any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs.

Defendant releases and discharges Plaintiff from any and all claims under federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs.

Plaintiff and Defendant each expressly waives the protections of California Civil Code section 1542, which reads as follows:

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.

3.5 Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments described herein.

3.6 No Knowledge of Other Claims. Class Counsel and Plaintiff agree and represent that they are not aware of any claim that could have been brought against Defendant by any person or

1 entity, other than the claims that were alleged or could have been alleged in the Lawsuit, or could have
2 been alleged based on the facts alleged in the Lawsuit or arising out of the circumstances giving rise to
3 the Lawsuit.

4 3.7 Settlement Approval and Implementation Procedures. As part of this Settlement, the
5 Parties agree to the following procedures for obtaining the Court's preliminary approval of the
6 Settlement, certifying a Settlement Class, notifying Settlement Class Members of the Settlement,
7 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement
8 Payments and PAGA Penalties Payments.

9 3.7.1 Preliminary Approval and Certification. Plaintiff will submit this Stipulation to
10 the Court for its preliminary approval, without objection from Defendant. Such submission will
11 include this Agreement, the proposed Notice Packet, attached hereto as Attachments 1-2, and any
12 motions, memoranda and evidence as may be necessary for the Court to determine that this Agreement
13 is fair, adequate, and reasonable. The Parties agree to request the Court to enter an order approving
14 the certification of a provisional Settlement Class after the preliminary approval hearing in accordance
15 with California Rules of Court, Rule 3.769(c).

16 3.7.2 Class Information. No more than ten (10) calendar days after the entry of the
17 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class
18 Information for purposes of mailing Notice Packets to Settlement Class Members.

19 3.7.3 Efforts to Locate Settlement Class Members. The Parties agree that locating
20 and contacting Settlement Class Members who are former employees of Defendant is an important and
21 material aspect of the Settlement. To further the Parties' efforts to locate Settlement Class Members,
22 the Parties agree that, upon receipt of the Class Information, the Settlement Administrator will utilize
23 the best practicable means available for purposes of verifying and/or updating the current address and
24 telephone numbers for all formerly employed Settlement Class Members. The address(es) identified
25 by the Settlement Administrator as the current mailing address shall be presumed to be the best
26 mailing address for each Settlement Class Member. The cost of diligently attempting to find the best
27 contact information of the Settlement Class Members shall be included in the Settlement
28 Administration Costs and Defendant shall not, under any circumstances, be required to pay any

1 additional funds for the investigatory duties to be performed by the Settlement Administrator.

2 3.7.4 Notice By First Class U.S. Mail. No more than ten (10) calendar days after
3 receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall
4 mail copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail. It
5 will be conclusively presumed that, if an envelope so mailed has not been returned by the Response
6 Deadline, the Settlement Class Member received the Notice Package.

7 3.7.5 Undeliverable Notices. Any Notice Packets returned to the Settlement
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
9 forwarding address affixed thereto, if any. If no forwarding address is provided, the Settlement
10 Administrator shall make any further reasonable efforts to obtain an updated mailing address within
11 five (5) business days of the date of the return of the Notice Packet. If an updated mailing address is
12 identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class
13 Member. Settlement Class Members to whom Notice Packets are resent after having been returned
14 undeliverable to the Settlement Administrator shall have fourteen (14) calendar days thereafter or until
15 the Response Deadline has expired, whichever is later, to mail, fax, or email the Request for
16 Exclusion, or serve a Notice of Objection. Notice Packets that are resent shall inform the recipient of
17 this adjusted deadline. The date of the postmark on the Request for Exclusion, either based on the date
18 on the return envelope, the date of the fax stamp, or the date of the email transmission, shall be the
19 exclusive means used to determine whether a Settlement Class Member has timely returned his/her
20 Exclusion Form on or before the adjusted deadline. Unless otherwise agreed by the Parties, a Request
21 for Exclusion shall be deemed valid only if it is signed by the Settlement Class Member and
22 postmarked or fax- or email-stamped on or before the adjusted deadline. If a Settlement Class
23 Member's Notice Packet is returned to the Settlement Administrator more than once as non-
24 deliverable, then an additional Notice Packet shall not be re-mailed.

25 3.7.6 Compliance with the procedures specified in paragraphs 3.7.3 through 3.7.5
26 herein shall constitute due and sufficient notice to Settlement Class Members of this Settlement and
27 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties,
28 Class Counsel, and Defense Counsel to provide notice of the proposed settlement.

1 3.8 Claim Disputes. Settlement Class Members will have the opportunity, should they
2 disagree with Defendant's records regarding the dates or hours of employment or their Estimated
3 Individual Settlement Payment and PAGA Penalties Payment as stated on their Class Notice, to
4 provide documentation and/or an explanation to show contrary employment dates. If there is a
5 dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment
6 is warranted. Defendant's records will be presumed determinative. A Settlement Class Member who
7 is a member of more than one Class may separately dispute their Estimated Individual Settlement
8 Payment under each Class to which he or she belongs.

9 3.9 Exclusions (Opt-Outs) from Released Statutory Claims. The Notice Packet shall state
10 that Settlement Class Members who wish to exclude themselves from the Released Statutory Claims
11 must submit a Request for Exclusion by the Response Deadline. A Settlement Class Member who is a
12 member of more than one Class may separately Opt Out of any Class to which he or she belongs. The
13 Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits
14 of the Social Security number of the person requesting exclusion, (2) must be signed by the Settlement
15 Class Member, and (3) must be postmarked or fax- or email-stamped by the Response Deadline and
16 returned to the Settlement Administrator at the specified address, fax number or email address. If the
17 Request for Exclusion does not contain the information listed in (1)-(2), it will not be deemed valid for
18 exclusion from this Settlement, except a Request for Exclusion form not containing a Settlement Class
19 Member's telephone number and/or last four digits of the Social Security number will be deemed
20 valid. The date of the postmark on the Request for Exclusion, either based on the date on the return
21 mailing envelope, date of the fax stamp, or date of email transmission, shall be the exclusive means
22 used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class
23 Member who requests to be excluded from the Settlement Class will not be entitled to any recovery
24 under the Settlement, except for the PAGA Penalties Payment, and will not be bound by the terms of
25 the Settlement, except for the Released PAGA Claims, or have any right to object, appeal or comment
26 thereon. Settlement Class Members who receive a Notice Packet but fail to submit a valid and timely
27 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
28 Settlement and any Final Judgment entered in this Lawsuit if the Settlement is approved by the Court.

1 No later than fifteen (15) calendar days after the Response Deadline, the Settlement Administrator
2 shall provide counsel for Defendant with a complete list of all members of the Settlement Class who
3 have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel
4 seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for
5 Exclusion from the Settlement. Any Settlement Class Member who submits a valid and timely
6 Request for Exclusion shall forfeit his/her right to receive an Individual Settlement Payment under this
7 Agreement, the amount of which will be returned to the Gross Settlement Amount to be thereafter re-
8 distributed in accordance with the terms of this Agreement.

9 3.10 Objections. The Notice Packet shall state that Settlement Class Members who wish to
10 object to the Settlement must submit a signed, written statement of objection (“Notice of Objection”)
11 by the Response Deadline to the Settlement Administrator. The postmarked date of the mailing or fax
12 or email stamp shall be the exclusive means for determining that a Notice of Objection was served
13 timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full
14 name of the Settlement Class Member; (2) current address of the Settlement Class Member; and (3)
15 the basis for the objection. However, in the discretion of the Court, any Class Member, or person
16 purporting to object on behalf of any Class Member, may be received or considered by the Court at the
17 Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the
18 Parties. A Settlement Class Member who is a member of more than one Class may separately Object
19 to the Settlement of any Class to which he or she belongs. At no time shall any of the Parties or their
20 counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written
21 objections to the Settlement, or to opt out of the Settlement, or to appeal from the Order and Final
22 Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such
23 objections.

24 3.11 No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their
25 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their
26 counsel seek to solicit or otherwise encourage Settlement Class Members to submit or file objections
27 to the Settlement, Requests for Exclusion from the Settlement, or an appeal from the Court’s Final
28 Judgment.

1 3.12 Uncashed Checks. The entirety of the Net Settlement Amount will be paid to
2 Participating Class Members. There is no residual or reversion. This settlement does not contemplate
3 a claims process. As such, all monetary amounts will be claimed and distributed to Participating Class
4 Members. If a Participating Class Member fails to cash his or her Individual Settlement Payment
5 and/or PAGA Penalties Payment check within 180 days after the date it is mailed to him or her, those
6 checks will be voided. The funds from those voided checks shall be transmitted by the Settlement
7 Administrator to the California State Controller Office Unclaimed Property Division bearing the
8 identifying information and corresponding settlement payment amounts for the Class Members who
9 failed to cash their checks so that they might later be able to claim these settlement proceeds, pursuant
10 to California Code of Civil Procedure section 384.

11 3.13 Funding and Allocation of Settlement. Defendant is required to pay the Gross
12 Settlement Amount of \$1,950,000 within fifteen (15) business days following the Effective Date of the
13 Settlement. Defendant shall provide the funds for the Settlement to the Settlement Administrator by
14 certified check or by wire transfer. The Settlement Administrator shall deposit the funds in the
15 Settlement Account.

16 3.13.1 No more than five (5) business days after the Settlement is fully funded, the
17 Settlement Administrator will provide Defendant with an accounting of all anticipated payments and
18 awards from the Settlement Account. Payments from the Settlement Account shall be made for: (1)
19 the Individual Settlement Payments to Participating Class Members; (2) the PAGA Penalties Payments
20 to Class Members (3) the Class Representative Enhancement Award, as specified in this Agreement
21 and approved by the Court; (3) Class Counsel Award and Costs, as specified in this Agreement and
22 approved by the Court; (4) the Settlement Administration Costs, as specified in this Agreement and
23 approved by the Court; (5) and the LWDA PAGA Allocation, as specified in this Agreement and
24 approved by the Court

25 3.14 Individual Settlement Payments. Individual Settlement Payments shall be paid
26 pursuant to the formula set forth in Paragraph 3.14.1 herein. Individual Settlement Payments shall be
27 mailed by regular First-Class U.S. Mail to Participating Class Members' last known mailing address
28 within ten (10) business days after the funding of the Settlement is completed. Individual Settlement

1 Payments reflect settlement of a dispute regarding wages and interest/penalties. Individual Settlement
2 Payments will be made as follows: 20% as wages (a W-2 will be issued), and 80% as interest and
3 penalties (a 1099 will be issued). The “wage” portion of each Individual Settlement Payment will be
4 reduced by any legally mandated deductions for payroll taxes or other required employee-side
5 withholdings. Defendant shall be responsible for funding any employer-related payroll taxes, which
6 the Settlement Administrator will transmit to the appropriate governmental agencies. The Settlement
7 Administrator shall issue the appropriate tax documents associated with the Individual Settlement
8 Payments, including an IRS Form W-2 for the amounts allocated as “wages” and an IRS Form 1099
9 for the amounts allocated as “interest/penalties.”

10 3.14.1 Calculation of Individual Settlement Payments. The Individual Settlement
11 Payments payable to each Participating Class Member shall be determined as follows:

12 3.14.1.1 Compensable Workweeks will be calculated for the “Union Class,” the
13 “Non-Union, Non-FSA Class,” and the “FSA Class” in the same manner.

14 3.14.1.1.1 The “Union Class Compensable Workweeks” is the sum of all
15 workweeks Participating Class Members in the Union Class during the
16 Class Period.

17 3.14.1.1.2 The “Non-Union, Non-FSA Class Compensable Workweeks” is the sum
18 of all workweeks Participating Class Members in the Non-Union, Non-
19 FSA Class during the Class Period.

20 3.14.1.1.3 The “FSA Class Compensable Workweeks” is the sum of all workweeks
21 Participating Class Members in the FSA Class during the Class Period.

22 3.14.1.2 For the Union Class, the dollars per compensable workweek (“Union Class
23 Workweek Value”) will be calculated by dividing the Union Class Net
24 Settlement Amount by the total Union Class Compensable Workweeks. The
25 Union Class Workweek Value will be multiplied by each Participating
26 Union Class Member’s number of Union Class Compensable Workweeks
27 worked as a member of the Union Settlement Class during the Class Period
28 to determine the distribution, prior to legal deductions, for that Participating

1 Union Class Member.

2 3.14.1.3 For the Non-Union, Non-FSA Class, the dollars per compensable workweek
3 (“Non-Union, Non-FSA Class Workweek Value”) will be calculated by
4 dividing the Non-Union, Non-FSA Class Net Settlement Amount by the
5 total Non-Union, Non-FSA Class Compensable Workweeks. The Non-
6 Union, Non-FSA Class Workweek Value will be multiplied by each
7 Participating Non-Union, Non-FSA Class Member’s number of Non-Union,
8 Non-FSA Class Compensable Workweeks worked as a member of the Non-
9 Union, Non-FSA Settlement Class during the Class Period to determine the
10 distribution, prior to legal deductions, for that Participating Non-Union,
11 Non-FSA Class Member.

12 3.14.1.4 For the FSA Class , the dollars per compensable workweek (“FSA Class
13 Workweek Value”) will be calculated by dividing the FSA Class Net
14 Settlement Amount by the total FSA Class Compensable Workweeks. The
15 FSA Class Workweek Value will be multiplied by each Participating FSA
16 Class Member’s number of FSA Class Compensable Workweeks worked as
17 a member of the FSA Settlement Class during the Class Period to determine
18 the distribution, prior to legal deductions, for that Participating FSA Class
19 Member.

20 3.14.1.5 Individual Settlement Payments for Participating Class Members will be
21 reduced by any required legal deductions for each Settlement Class
22 Member.

23 3.15 PAGA Penalties Payments. PAGA Penalties Payments shall be paid pursuant to the
24 formula set forth in Paragraph 3.15.1 herein. PAGA Penalties Payments shall be mailed by regular
25 First-Class U.S. Mail to PAGA Aggrieved Employees’ last known mailing address within ten (10)
26 business days after the funding of the Settlement is completed. The PAGA Penalties Payments are
27 considered to be penalties and will be paid out without reduction for any taxes or other withholdings,
28 and will be reported on an IRS Form 1099 (if required). The Settlement Administrator shall issue the

appropriate tax documents associated with the PAGA Penalties Payments.

3.15.1 Calculation of PAGA Penalties Payments. The PAGA Penalties Payments payable to each Aggrieved Employee shall be determined as follows:

Compensable Pay Periods will be the sum of all pay periods in which Aggrieved Employees worked at Defendant during the PAGA Period. The dollars per Compensable Pay Period ("Pay Period Value") will be calculated by dividing the PAGA Settlement Amount by the total Compensable Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period to determine the distribution for that Aggrieved Employee.

3.16 Except for the Class Representative, Settlement Class Members are not eligible to receive any compensation other than an Individual Settlement Payment and PAGA Penalties Payment. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance. After that time, the total amount of any individual unclaimed checks shall be distributed pursuant to section 3.12. No benefit, including but not limited to 401(k), shall increase or accrue as a result of any payment made as a result of this settlement.

3.17 Class Representative Enhancement Award. Class Counsel presently intends to seek a Class Representative Enhancement Award for Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000), or such lesser amount as may be approved by the Court, for service and assistance to the Class. Any amount of the requested Class Representative Enhancement Award that is not awarded by the Court shall be included in the Net Settlement Amount. The Class Representative Enhancement Award is intended as consideration for the general release of all Released Statuary Claims and Released PAGA Claims, and for the time, effort, risk, and burden of bringing and prosecuting this matter. The Class Representative Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than ten (10) business days after funding of the Settlement is completed. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Class Representative Enhancement Award. The Class Representative Enhancement Award shall be in addition to Plaintiff's Individual Settlement Payment and PAGA Penalties Payment. In the event that

1 the Court awards less than the requested amount of the Class Representative Enhancement Award,
2 then any portion of the requested amount not awarded to any Plaintiff shall be included in the Net
3 Settlement Amount before it is distributed as provided in this Agreement. In the event the Court
4 reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff shall
5 not have the right to revoke her agreement to the Settlement, which shall remain legally binding and
6 enforceable on the Parties.

7 3.18 Class Counsel Award and Costs. Class Counsel presently intends to seek an award for
8 attorneys' fees not to exceed thirty-three and one-third percent (33-1/3%) of the Gross Settlement
9 Amount or Six Hundred and Fifty Thousand and 00/100 Dollars (\$650,000.00), and Class Counsel
10 Costs not to exceed Fifteen Thousand Dollars (\$15,000), as supported by declarations from Class
11 Counsel, from the Gross Settlement Amount. Class Counsel shall be paid any Court-approved fees
12 and costs no later than ten (10) business days after the Settlement is fully funded. Class Counsel shall
13 be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this
14 paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
15 payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding
16 Class Counsel any particular amount in attorneys' fees and costs. In the event the Court reduces or
17 does not approve the requested Class Counsel Award and/or Class Counsel Costs, the Settlement shall
18 remain legally binding and enforceable on the Parties. Any amount requested by Class Counsel for the
19 Class Counsel Award and Class Counsel Costs and not granted by the Court shall be included in the
20 Net Settlement Amount before it is distributed as provided in this Agreement.

21 3.19 LWDA PAGA Allocation. Subject to Court approval, the Parties shall allocate a total
22 of Twenty Thousand Dollars (\$20,00.00) for the PAGA claims from the Gross Settlement Amount,
23 with \$15,000 representing 75% of this PAGA Allocation for payment to the California LWDA for the
24 compromise of claims brought under the Private Attorneys General Act of 2004, Cal. Lab. Code §
25 2698 *et seq.* The Parties agree that the LWDA PAGA Allocation shall be paid to the State of
26 California's Labor and Workforce Development Agency from the Gross Settlement Amount by the
27 Settlement Administrator no later than ten (10) business days after the Settlement is fully funded. It is
28 intended by the Parties that the LWDA PAGA Allocation shall satisfy the distribution requirements of

1 Cal. Lab. Code § 2698 *et seq.* If the Court awards a lesser amount for the PAGA Allocation, then the
2 LWDA PAGA Allocation shall be adjusted to 75% of the Court-approved amount and any remaining
3 portion shall be distributed to Settlement Class Members as provided in this Agreement.

4 3.20 Option to Terminate Settlement. If, after the Response Deadline and before the Final
5 Approval Hearing, the number of individuals who submitted timely and valid Requests for Exclusion
6 from the Settlement exceeds ten percent (10%) of all potential Settlement Class Members, Defendant
7 shall have, in its sole discretion, the option to rescind this Settlement. Defendant may rescind the
8 settlement within seven (7) business days of learning the number of Class Members who submitted a
9 timely and valid Request for Exclusion. If Defendant exercises its option to terminate this Settlement,
10 Defendant shall pay all Settlement Administration Costs incurred up to the date of termination.

11 3.21 Settlement Administration Costs. The Settlement Administrator shall be paid for the
12 costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
13 administration are not to exceed thirteen thousand dollars (\$13,000). No fewer than thirty (30) days
14 prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a
15 statement detailing the costs of administration and declaration of due diligence and proof of mailing.
16 The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make
17 payments, credits and disbursements, including payments and credits in the manner set forth herein, to
18 Settlement Class Members calculated in accordance with the methodology set out in this Agreement
19 and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and
20 to make all reasonable efforts to control and minimize the cost and expenses incurred in administration
21 of the Settlement. The Parties each represent they do not have any financial interest in the Settlement
22 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
23 conflict of interest. The Settlement Administrator shall be responsible for: processing and mailing
24 payments to the Plaintiff, Class Counsel, Settlement Class Members, and the LWDA; printing and
25 mailing the Notice Packets to the Settlement Class Members as directed by the Court; receiving and
26 reporting the Requests for Exclusion submitted by Settlement Class Members; providing declaration(s)
27 as necessary in support of preliminary and/or final approval of this Settlement; payment of all
28 applicable employer payroll taxes and reporting of such payments; and other tasks as the Parties

1 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
2 Administrator shall keep the Parties timely apprised of the performance of all Settlement
3 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
4 documents required by administration of this Agreement shall be prepared by the Settlement
5 Administrator. Any expenses incurred in connection with such preparation shall be a cost of
6 administration of the Settlement. The Settlement Administrator shall be paid the Settlement
7 Administration Costs no later than forty-five (45) calendar days after the Settlement is fully funded.

8 3.22 Final Approval Hearing. At a reasonable time following the Response Deadline, the
9 Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court
10 shall determine amounts properly payable for (i) the Class Counsel Award and Costs, (ii) the Class
11 Representative Enhancement Award, (iii) Individual Settlement Payment, (iv) the PAGA Penalties
12 Payments, (v) the LWDA PAGA Allocation, and (vi) the Settlement Administration Costs.

13 3.23 Entry of Final Judgment. If the Court approves this Settlement at the Final Approval
14 Hearing, the Parties shall request that the Court enter the Final Judgment after the Settlement has been
15 fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the
16 judgment. No later than 120 days after the Effective Date, the Settlement Administrator shall provide
17 proof of payment of settlement awards, enhancement award, attorneys' fees and costs (if Settlement is
18 Effective).

19 3.24 Nullification of Settlement Agreement. With the exception of any modification or
20 reduction to the Class Counsel Award and Costs, Class Representative Enhancement Award,
21 Settlement Administrator fees, or PAGA Allocation, in the event: (i) the Court does not enter the
22 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
23 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or
24 (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null
25 and void and any order or judgment entered by the Court in furtherance of this Settlement shall be
26 treated as void from the beginning. In such a case, the Parties and any monetary amounts to be
27 awarded under this Settlement shall be returned to their respective statuses as of the date and time
28 immediately prior to the date of the mediation, and the Parties shall proceed in all respects as if this

1 Agreement had not been executed, except that any fees already incurred by the Settlement
2 Administrator shall be paid by Defendant. In the event an appeal is filed from the Court's Final
3 Judgment, or any other appellate review in this action is sought, administration of the Settlement shall
4 be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the
5 Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final
6 Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendant
7 within thirty (30) days of said notification.

8 3.25 No Admission By the Parties. Defendant denies any and all claims alleged in this
9 Lawsuit and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and
10 shall not be used against Defendant as an admission or indication with respect to any claim of any
11 fault, concession, or omission by Defendant.

12 3.26 Exhibits/Attachments and Headings. The terms of this Agreement include the terms set
13 forth in any attached Exhibits/Attachments, which are incorporated by this reference as though fully
14 set forth herein. Any Exhibits/Attachments to this Agreement are an integral part of the Settlement.
15 The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience
16 of reference only and do not constitute a part of this Agreement.

17 3.27 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Lawsuit,
18 subject to necessary compliance with the Court's orders, except such proceedings necessary to
19 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
20 conducted by the Court.

21 3.28 Amendment or Modification. This Agreement may be amended or modified only by a
22 written instrument signed by counsel for all Parties or their successors-in-interest.

23 3.29 Entire Agreement. This Agreement and any attached Exhibits constitute the entire
24 Agreement among these Parties, and no oral or written representations, warranties or inducements
25 have been made to any Party concerning this Agreement or its Exhibits other than the representations,
26 warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

27 3.30 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this

1 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
2 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
3 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
4 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
5 unable to reach agreement on the form or content of any document needed to implement the
6 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
7 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
8 persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized
9 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized
10 to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this
11 Settlement to a third-party.

12 3.31 Binding Nature of Agreement. This Agreement shall be binding upon, and inure to the
13 benefit of, the successors, heirs, assigns and third-party beneficiaries of the Parties hereto, as
14 previously defined. To the extent permitted by law, the Settlement Class Members who do not opt-out
15 of this Settlement shall also be bound by this Agreement and any Judgment relating thereto.

16 3.32 California Law Governs. All terms of this Agreement and the Exhibits hereto shall be
17 governed by and interpreted according to the laws of the State of California.

18 3.33 This Settlement is Fair, Adequate, and Reasonable. The Parties believe and stipulate
19 that this Settlement is a fair, adequate and reasonable settlement of this Lawsuit and have arrived at
20 this Settlement after extensive, arms-length, non-collusive negotiations, taking into account all
21 relevant factors, present and potential.

22 3.34 Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
23 respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all
24 orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit
25 to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
26 embodied in this Agreement and all orders and judgments entered in connection therewith.

27 3.35 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
28 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent

1 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

2 3.36 Waiver of Certain Appeals. The Parties agree to waive any and all appeals relating to
3 this settlement, or from the Court's Final Approval of this Settlement, except that the Class
4 Representative and Class Counsel may appeal any reduction in the Class Counsel Award and Costs
5 requested by Class Counsel, provided that any reduction in the Class Counsel Award and Costs and/or
6 Class Representative Enhancement Award shall not constitute grounds to terminate or void the
7 Settlement or otherwise increase the maximum amount payable by Defendant under this Agreement,
8 which shall not exceed the Gross Settlement Amount defined herein.

9 3.37 Cooperation. The Parties agree to cooperate fully with one another to accomplish and
10 implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
11 execution of such other documents and the taking of such other action as may be reasonably necessary
12 to timely fulfill the terms and approval by the Court of this Settlement. The Parties to this Settlement
13 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts
14 that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms
15 set forth herein.

16 3.38 Publicity. Plaintiff and her counsel agree that they will not post or transmit any
17 information online or using social media about the Lawsuit and/or the fact, amount, or terms of this
18 settlement prior to preliminary court approval of the settlement. Plaintiff and her counsel further agree
19 not to issue any press releases, initiate any contact with the press, respond to any press inquiry or have
20 any communications with the press about the Lawsuit and/or the fact, amount, or terms of this
21 settlement prior to preliminary court approval of the settlement. Any communications by Plaintiff and
22 her counsel about the settlement to Settlement Class Members prior to preliminary approval shall be
23 limited to the following generic statement: "A settlement has been reached in the case. The specific
24 details of the settlement and the distribution of monetary amounts will be communicated in a
25 forthcoming notice approved by the Court, which will be reviewed for neutrality." This provision will
26 not prevent Class Counsel from referring to this settlement solely for purposes of establishing their
27 adequacy as counsel in existing representative actions. This provision further shall not constitute any
28 restriction on Class Counsel from answering inquiries from Settlement Class Members in a neutral

1 fashion.

2 Following preliminary approval of the Settlement, the Class Counsel shall do nothing to
3 publicize this settlement or use it for marketing purposes, including on websites or on the Internet in
4 any form of press whatsoever. Class Counsel also will not initiate any communications with the media
5 about this settlement and, if contacted by the media or third parties about the Settlement, the Class
6 Counsel will only discuss information publicly available. Class Counsel will take all steps necessary to
7 ensure that the Class Representative is aware of, and will encourage them to adhere to, the restriction
8 against initiating any media comment. Nothing herein will restrict Class Counsel from including
9 publicly available information regarding this settlement in future judicial submissions regarding Class
10 Counsel's qualifications and experience.

11 3.39 Notices. Unless otherwise specifically provided, all notices, demands, or other
12 communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on the
13 third business day after mailing; and (3) sent via United States registered or certified mail, return
14 receipt requested, addressed as follows:

16 To Plaintiff:	16 To Defendant:
17 SULLIVAN EMPLOYMENT LAW, P.C. 18 Martin E. Sullivan, Esq. 18 1801 Century Park East, Suite 850 19 Los Angeles, CA 90067	17 ALLEN, GLAESSNER, HAZELWOOD AND 18 WERTH, LLP 18 Peter Glaessner 19 Kellen Crowe 19 180 Montgomery Street, Suite 1200 20 San Francisco, CA 94104

21 3.40 Execution by Settlement Class Members. It is agreed that it is impossible or
22 impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice
23 will advise all Settlement Class Members of the binding nature of the Released Statutory Claims and
24 Released PAGA Claims and such shall have the same force and effect as if each Settlement Class
25 Member executed this Stipulation.

26 3.41 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms
27 herein and further agrees not to request to be excluded from the Settlement and not to object to any
28 terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and of no

1 force or effect.

2 3.42 The Parties hereto agree that the terms and conditions of this Stipulation of Settlement
3 are the result of lengthy, intensive, arms-length, non-collusive negotiations and a neutrally-facilitated
4 mediation between the Parties, and that this Stipulation shall not be construed in favor of or against
5 any of the Parties by reason of their participation in the drafting of this Stipulation.

6 3.43 No "Fund" Under CCP Section 384. The parties agree that this settlement does not
7 create or constitute a fund for purposes of California Code of Civil Procedure section 384.

8 3.44 Counterparts. This Stipulation shall become effective upon its execution by all of the
9 undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this Stipulation
10 in counterparts, and execution of counterparts shall have the same force and effect as if each had
11 signed the same instrument. Copies of the executed agreement, including scans or PDF versions, shall
12 be effective for all purposes as though the signatures contained therein were original signatures.

13 **STIPULATED, AGREED, AND ACCEPTED.**

14 **DEFENDANT THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF**
15 **OAKLAND**

16 Print Name: Robert Seelig

Date: 8/19/2022

17 Title: President

18 Signature: *Robert Seelig*

20 **PLAINTIFF MAUREEN MOOSBRUGGER**

21 Print Name: Maureen Moosbrugger

22 Date: 9/7/2022

23 Signature: *M. Moosbrugger*

25 **ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP**
26 Counsel for Defendant

27 Print Name: _____

Date: _____

28 Signature: _____

1 force or effect.

2 3.42 The Parties hereto agree that the terms and conditions of this Stipulation of Settlement
3 are the result of lengthy, intensive, arms-length, non-collusive negotiations and a neutrally-facilitated
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7 create or constitute a fund for purposes of California Code of Civil Procedure section 384.

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11 signed the same instrument. Copies of the executed agreement, including scans or PDF versions, shall
12 be effective for all purposes as though the signatures contained therein were original signatures.

13 **STIPULATED, AGREED, AND ACCEPTED.**

14 **DEFENDANT THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF**
15 **OAKLAND**

16 Print Name: Robert Seelig

Date: 8/19/2022

17 Title: President

18 Signature: 

20 **PLAINTIFF MAUREEN MOOSBRUGGER**

21 Print Name: Maureen Moosbrugger

22 Date: 9/7/2022

23 Signature: 

25 **ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP**
26 Counsel for Defendant

27 Print Name: Kellen Crowe

Date: 09/20/2022

28 Signature: 

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

Print Name: Martin Sullivan

Date: 9/9/2022

Signature: Martin Sullivan

LEGAL_US_W # 103983954.2

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Attorneys for Defendant
THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MAUREEN MOOSBRUGGER, an individual, on
behalf herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

THE ROMAN CATHOLIC CEMETERIES OF
THE DIOCESE OF OAKLAND, a California
Corporation; and DOES 1 TO 50,

Defendants.

CASE NO. RG21088799

[Assigned for All Purposes to:
The Hon. Brad Seligman, Dept. 23]

**AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Action Filed: February 5, 2021
Trial Date: None Set

INTRODUCTION

Section 3.28 of The Joint Stipulation Of Settlement And Release in the captioned case allows for amendment by counsel for the Parties on behalf of the Parties. Therefore, Plaintiffs Maureen Moosbrugger and Gabriel Espinoza, on the one hand, and Defendant The Roman Catholic Cemeteries of the Diocese of Oakland (“Defendant”), on the other hand, and subject to the approval of the Court, hereby amend the Joint Stipulation Of Settlement And Release as described below. The Amendments identify language to be eliminated using strike-through (e.g., ~~eliminated text~~) and language to be added using italics and underline (e.g., *added text*).

AMENDMENT TO JOINT STIPULATION OF SETTLEMENT AND RELEASE

<u>Pg. or §</u>	<u>Original Language</u>	<u>Amended Language</u>
Pg. 2:2-3	IT IS HEREBY STIPULATED, by and between Plaintiff Maureen Moosbrugger, on behalf of herself	IT IS HEREBY STIPULATED, by and between Plaintiffs Maureen Moosbrugger <i><u>and Gabriel Espinoza</u></i> , on behalf of Herself themselves
§1.23	"Union Class Net Settlement Amount" is 2.5% of the total Net Settlement Amount.	"Union Class Net Settlement Amount" is 5.04% of the total Net Settlement Amount.
§1.24	"Non-Union, Non-FSA Class Net Settlement Amount" is 37.5% of the total Net Settlement Amount.	"Non-Union, Non-FSA Class Net Settlement Amount" is 34.92% of the total Net Settlement Amount.
§ 1.7	“Class Representative” means Plaintiff Maureen Moosbrugger	“Class Representatives” means Plaintiff Maureen Moosbrugger <i><u>and/or Plaintiff Gabriel Espinoza</u></i>
§ 1.8	Class Representative Enhancement Award"" means the amount approved by the Court to be paid to the Class Representative in recognition of her efforts and time as Class	Class Representative Enhancement Award means the amount approved by the Court to be paid to the Class Representatives in recognition of her their efforts and time as Class Representatives, and in consideration for her

Representative, and in consideration for her execution of a general release of all claims relating to or arising from her employment with Defendant or its termination, and a comprehensive release and a Civil Code section 1542 waiver of the Class Representative's Released Claims relating to or arising from her employment with Defendant or its termination. The Class Representative further agrees that he has "kept and will continue to keep the fact, amount, and terms of the Settlement confidential except for court required filings and otherwise required by law. The Class Representative Enhancement Award shall not exceed Ten Thousand Dollars (\$10,000), and it shall be paid from the Gross Settlement Amount. Defendant does not presently object to a Class Representative Enhancement Award in the amount of Ten Thousand Dollars (\$10,000). Any portion of the requested Class Representative Enhancement Award that is not

Plaintiff Moosbrugger's execution of a general release of all claims relating to or arising from her employment with Defendant or its termination, and a comprehensive release and a Civil Code section 1542 waiver of the Class Representative's Released Claims relating to or arising from her employment with Defendant or its termination. The Class Representatives further agrees that ~~he has~~ they have "kept and will continue to keep the fact, amount, and terms of the Settlement confidential except for court required filings and otherwise required by law. The Class Representative Enhancement Award shall not exceed Ten Thousand Dollars (\$10,000) for Maureen Moosbrugger and Three Thousand Dollars (\$3,000) for Gabriel Espinoza, and shall be paid from the Gross Settlement Amount. Defendant does not presently object to a Class Representative Enhancement Award in the amount of Ten Thousand Dollars (\$10,000) for Maureen Moosbrugger and Three Thousand Dollars (\$3,000) for Gabriel Espinoza. Any portion of the requested Class Representative Enhancement Award that is not awarded to Plaintiff shall be retained within the Gross Settlement Amount and be distributed to Class Members as provided in this Agreement

	awarded to Plaintiff shall be retained within the Gross Settlement Amount and be distributed to Class Members as provided in this Agreement	
§1.27	"Notice Packet" means the Notice of Class Action Settlement and Request for Exclusion (substantially in the form attached hereto as Attachments 1-2). The Notice Packet shall contain instructions on how to opt-out of the Settlement, and how to object to the Settlement.	"Notice Packet" means the Notice of Class Action Settlement and Request for Exclusion (substantially in the form attached hereto <u>to this Amendment to Joint Stipulation of Settlement and Release</u> as Attachments 1-2). The Notice Packet shall contain instructions on how to opt-out of the Settlement, and how to object to the Settlement.
§1.35	"Parties" means Plaintiff and Defendant, and "Party" shall mean either Plaintiff or Defendant, respectively.	"Parties" means Plaintiff _s and Defendant, and "Party" shall mean either Plaintiff _s or Defendant, respectively.
§1.36	"Plaintiff" means Maureen Moosbrugger	"Plaintiff _s " means Maureen Moosbrugger <u>and Gabriel Espinoza</u>
§2.3 (pp. 10:25; 11:5, 11:7)	Plaintiff and Class Counsel	Plaintiff _s and Class Counsel
§3.4	Releases Given by Plaintiff and the Settlement Class	Releases Given by Plaintiff _s and the Settlement Class
§3.4.3	<u>General Mutual Release of Claims, Known and Unknown, Between the Class Representative and Defendant.</u>	<u>General Mutual Release of Claims, Known and Unknown, Between the Class Representative Moosbrugger and Defendant.</u> Plaintiff

1	Plaintiff releases and discharges all	<u>Moosbrugger</u> releases and discharges all
2	Released Parties from any and all	Released Parties from any and all claims,
3	claims, including but not limited to:	including but not limited to: Any and all wage-
4	Any and all wage-and-hour claims	and-hour claims arising under the laws of the
5	arising under the laws of the State of	State of California, including, without limitation,
6	California, including, without	statutory, constitutional, contractual, and/or
7	limitation, statutory, constitutional,	common law claims for wages, damages,
8	contractual, and/or common law	restitution, unreimbursed expenses, equitable
9	claims for wages, damages,	relief, penalties, "liquidated damages, and/or
10	restitution, unreimbursed expenses,	punitive damages (including, without
11	equitable relief, penalties,	limitation, claims under any applicable
12	"liquidated damages, and/or	Industrial Welfare Commission Wage Order, the
13	punitive damages (including,	California Private Attorneys General Act, or any
14	without limitation, claims under	other provision of the California Labor Code);
15	any applicable Industrial Welfare	Title VII of the Civil Rights Act of 1964; 42
16	Commission Wage Order, the	U.S.C. § 1981; the Americans With Disabilities
17	California Private Attorneys General	Act; Sections 503 and 504 of the Rehabilitation
18	Act, or any other provision of the	Act of 1973; the Family Medical Leave Act; the
19	California Labor Code); Title VII of	Fair Labor Standards Act; the Employee
20	the Civil Rights Act of 1964; 42	Retirement Income Security Act; the
21	U.S.C. § 1981; the Americans With	Occupational Safety and Health Act; the
22	Disabilities Act; Sections 503 and	Worker Adjustment and Retraining
23	504 of the Rehabilitation Act of	Notification Act, as amended; the California
24	1973; the Family Medical Leave Act;	Unfair Competition Law (Cal. Bus. & Prof.
25	the Fair Labor Standards Act; the	Code
26	Employee Retirement Income	§ 17200 et seq.); the California Fair Employment
27	Security Act; the Occupational	and Housing Act; the California Government
28	Safety and Health Act; the Worker	Code; the California Labor Code, any state, civil,

1	Adjustment and Retraining	or statutory laws, including any and all human
2	Notification Act, as amended; the	rights laws and laws against discrimination; any
3	California Unfair Competition Law	other federal, state, or local statutes, codes, or
4	(Cal. Bus. & Prof. Code	ordinances; any common law, contract law, or
5	§ 17200 et seq.); the California Fair	tort law cause of action; and any claims for
6	Employment and Housing Act; the	interest, attorneys' fees, and/or costs.
7	California Government Code; the	<u>Defendant releases</u> and discharges Plaintiff
8	California Labor Code, any state,	<u>Moosbrugger</u> from any and all claims under
9	civil, or statutory laws, including any	federal, state, or local statutes, codes, or
10	and all human rights laws and laws	ordinances; any common law, contract law, or
11	against discrimination; any other	tort law cause of action; and any claims for
12	federal, state, or local statutes, codes,	interest, attorneys' fees, and/or costs.
13	or ordinances; any common law,	Plaintiff <u>Moosbrugger</u> and Defendant each
14	contract law, or tort law cause of	expressly waives the protections of California
15	action; and any claims for interest,	Civil Code section
16	attorneys' fees, and/or costs.	1542, which reads as follows:
17	<u>Defendant releases</u> and discharges	
18	Plaintiff from any and all claims	
19	under federal, state, or local	
20	statutes, codes, or ordinances; any	
21	common law, contract law, or tort	
22	law cause of action; and any claims	
23	for interest, attorneys' fees, and/or	
24	costs.	
25	Plaintiff and Defendant each	
26	expressly waives the protections of	
27	California Civil Code section	
28	1542, which reads as follows:	

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2	§ 3.4.4	This section is newly added by this amendment	<u>Plaintiff Gabriel Espinoza's release is the same as that of a Class Member. He does not provide a broader release similar to that of Plaintiff Moosbrugger.</u>
3			
4			
5			
6			
7	§3.6	Class Counsel and Plaintiff agree and represent	Class Counsel and Plaintiff s agree and represent
8			
9	§3.7.1	Plaintiff will submit	Plaintiff s will submit
10	§3.17	<u>Class Representative Enhancement Award.</u> Class Counsel presently intends to seek a Class Representative Enhancement Award for Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000), or such lesser amount as may be approved by the Court, for service and assistance to the Class. Any amount of the requested Class Representative Enhancement Award that is not awarded by the Court shall be included in the Net Settlement Amount. The Class Representative Enhancement Award is intended as consideration for the general release of all Released Statuary Claims and Released PAGA Claims, and for the time,	<u>Class Representative Enhancement Award.</u> Class Counsel presently intends to seek a Class Representative Enhancement Award for Plaintiff <u>Maureen Moosbrugger</u> in an amount not to exceed Ten Thousand Dollars (\$10,000) Ten Thousand Dollars (\$10,000) and for Plaintiff <u>Gabriel Espinoza in an amount not to exceed Three Thousand Dollars (\$3,000)</u> , or such lesser amount s as may be approved by the Court, for service and assistance to the Class. Any amount of the requested Class Representative Enhancement Award that is not awarded by the Court shall be included in the Net Settlement Amount. The Class Representative Enhancement Award is intended as consideration for the general release of all Released Statuary Claims and Released PAGA Claims, and for the time, effort, risk, and burden of bringing and
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1 effort, risk, and burden of bringing
2 and prosecuting this matter. The
3 Class Representative Enhancement
4 Award shall be paid to Plaintiff from
5 the Gross Settlement Amount no later
6 than ten (10) business days after
7 funding of the Settlement is
8 completed. The Settlement
9 Administrator shall issue an IRS
10 Form 1099-MISC to Plaintiff for
11 her Class Representative
12 Enhancement Award. The Class
13 Representative Enhancement Award
14 shall be in addition to Plaintiff's
15 Individual Settlement Payment and
16 PAGA Penalties Payment. In the
17 event that "the Court awards less
18 than the requested amount of the
19 Class Representative Enhancement
20 Award, then any portion of the
21 requested amount not awarded to
22 any Plaintiff shall be included in
23 the Net Settlement Amount before
24 it is distributed as provided in this
25 Agreement. In the event the Court
26 reduces or does not approve the
27 requested Class Representative
28 Enhancement Award, Plaintiff shall

prosecuting this matter and for Plaintiff Maureen
Moosbrugger's general release of all claims,
known and unknown. The Class Representative
Enhancement Award shall be paid to Plaintiff~~s~~
from the Gross Settlement Amount no later than
ten (10) business days after funding of the
Settlement is completed. The Settlement
Administrator shall issue an IRS Form 1099-
MISC to Plaintiff~~s~~ for ~~her~~ their Class
Representative Enhancement Award. The Class
Representative Enhancement Award shall be in
addition to ~~Plaintiff's~~ Plaintiffs' Individual
Settlement Payment and PAGA Penalties
Payment. In the event that "the Court awards
less than the requested amount~~s~~ of the Class
Representative Enhancement Award, then any
portion of the requested amount not awarded
to any Plaintiff shall be included in the Net
Settlement Amount before it is distributed as
provided in this Agreement. In the event the
Court reduces or does not approve the requested
Class Representative Enhancement Award,
Plaintiff~~s~~ shall not have the right to revoke ~~her~~
their agreement to the Settlement, which shall
remain legally binding and enforceable on the
Parties.

not have the right to revoke her agreement to the Settlement, which shall remain legally binding and enforceable on the Parties.

STIPULATED, AGREED, AND ACCEPTED.

DEFENDANT THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

Print Name: Robert Seelig

Date: 5/3/2023

Title: President

Signature: *Robert Seelig*

PLAINTIFF MAUREEN MOOSBRUGGER

Print Name: _____

Date: _____

Signature: _____

PLAINTIFF GABRIEL ESPINOZA

Print Name: _____

Date: _____

Signature: _____

ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP
Counsel for Defendant

Print Name: _____

Date: _____

Signature: _____

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

not have the right to revoke her agreement to the Settlement, which shall remain legally binding and enforceable on the Parties.

STIPULATED, AGREED, AND ACCEPTED.

DEFENDANT THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

Print Name: _____

Date: _____

Title: _____

Signature: _____

PLAINTIFF MAUREEN MOOSBRUGGER

Print Name: _____

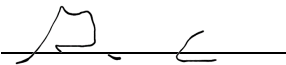
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Signature: _____

PLAINTIFF GABRIEL ESPINOZA

Print Name: _____

Date: 5/1/2023

Signature:  _____

ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP
Counsel for Defendant

Print Name: _____

Date: _____

Signature: _____

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

not have the right to revoke her agreement to the Settlement, which shall remain legally binding and enforceable on the Parties.

STIPULATED, AGREED, AND ACCEPTED.

DEFENDANT THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

Print Name: _____

Date: _____

Title: _____

Signature: _____

PLAINTIFF MAUREEN MOOSBRUGGER

Print Name: Maureen Moosbrugger

Date: 5/1/2023

Signature: _____

PLAINTIFF GABRIEL ESPINOZA

Print Name: _____

Date: _____

Signature: _____

ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP
Counsel for Defendant

Print Name: _____

Date: _____

Signature: _____

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

not have the right to revoke her agreement to the Settlement, which shall remain legally binding and enforceable on the Parties.

STIPULATED, AGREED, AND ACCEPTED.

DEFENDANT THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

Print Name: _____

Date: _____

Title: _____

Signature: _____

PLAINTIFF MAUREEN MOOSBRUGGER

Print Name: _____

Date: _____

Signature: _____

PLAINTIFF GABRIEL ESPINOZA

Print Name: _____

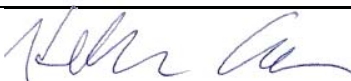
Date: _____

Signature: _____

ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP
Counsel for Defendant

Print Name: Kellen Crowe _____

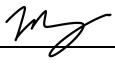
Date: May 2, 2023 _____

Signature:  _____

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

Print Name: _____

Date: May 2, 2023

Signature: 

LEGAL_US_W # 103983954.2

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Attorneys for Defendant
THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MAUREEN MOOSBRUGGER, an individual, on
behalf herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

THE ROMAN CATHOLIC CEMETERIES OF
THE DIOCESE OF OAKLAND, a California
Corporation; and DOES 1 TO 50,
Defendants.

CASE NO. RG21088799

[Assigned for All Purposes to:
The Hon. Brad Seligman, Dept. 23]

**SECOND AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Action Filed: February 5, 2021
Trial Date: None Set

INTRODUCTION

Section 3.28 of The Joint Stipulation Of Settlement And Release in the captioned case allows for amendment by counsel for the Parties on behalf of the Parties. Therefore, Plaintiffs Maureen Moosbrugger and Gabriel Espinoza, on the one hand, and Defendant The Roman Catholic Cemeteries of the Diocese of Oakland (“Defendant”), on the other hand, and subject to the approval of the Court, hereby amend for a second time the Joint Stipulation Of Settlement And Release as described below to address the Court’s concern regarding uncashed checks and cy pres. The Amendments identify language to be eliminated using strike-through (e.g., ~~eliminated text~~) and language to be added using italics and underline (e.g., added text).

SECOND AMENDMENT TO JOINT STIPULATION OF SETTLEMENT AND RELEASE

<u>Pg. or §</u>	<u>Original Language</u>	<u>Amended Language</u>
Pg. 18; § 3.12	<u>Uncashed Checks.</u> The entirety of the Net Settlement Amount will be paid to Participating Class Members. There is no residual or reversion. This settlement does not contemplate a claims process. As such, all monetary amounts will be claimed and distributed to Participating Class Members. If a Participating Class Member fails to cash his or her Individual Settlement Payment and/or PAGA Penalties Payment check within 180 days after the date it is mailed to him or her, those checks will be voided. The funds from those voided checks shall be transmitted by the Settlement	<u>Uncashed Checks.</u> The entirety of the Net Settlement Amount will be paid to Participating Class Members. There is no residual or reversion. This settlement does not contemplate a claims process. As such, all monetary amounts will be claimed and distributed to Participating Class Members. If a Participating Class Member fails to cash his or her Individual Settlement Payment and/or PAGA Penalties Payment check within 180 days after the date it is mailed to him or her, those checks will be voided. The funds from those voided checks shall be transmitted by the Settlement Administrator to the California State Controller Office Unclaimed Property Division bearing the identifying information and corresponding settlement payment amounts for the Class Members who failed to cash their

1	Administrator to the California State	checks so that they might later be able to claim
2	Controller Office Unclaimed	these settlement proceeds <u>Legal Aid at Work</u>
3	Property Division bearing the	<u>(LAAW), located at 180 Montgomery St, Suite</u>
4	identifying information and	<u>600, San Francisco, CA 94104, pursuant to</u>
5	corresponding settlement payment	California Code of Civil Procedure section 384.
6	amounts for the Class Members who	<u>LAAW is a proper recipient of cy pres funds in</u>
7	failed to cash their checks so that they	<u>California class actions according to California</u>
8	might later be able to claim these	<u>Code of Civil Procedure § 384. Under that law,</u>
9	settlement proceeds, pursuant to	<u>any nonprofit organization that provides "civil</u>
10	California Code of Civil Procedure	<u>legal services to the indigent" is a proper</u>
11	section 384.	<u>recipient of cy pres funds. LAAW is such a</u>
12		<u>nonprofit organization and is therefore an</u>
13		<u>appropriate designee of cy pres funds for this</u>
14		<u>class action.</u>

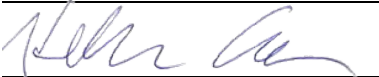
STIPULATED, AGREED, AND ACCEPTED.

ALLEN, GLAESSNER, HAZELWOOD AND WERTH, LLP

Counsel for Defendant on behalf of Defendant

Print Name: Kellen Crowe

Date: 5/3/2023

Signature: 

SULLIVAN EMPLOYMENT LAW, P.C.

Counsel for Plaintiffs on behalf of Plaintiffs

Print Name: Martin Sullivan

Date: 5/3/2023

Signature: 