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VALASSIS COMMUNICATIONS, INC., and VALASSIS
MANUFACTURING COMPANY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CAMILA MOYA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

VALASSIS DIRECT MAIL, INC., a
Delaware corporation; VALASSIS
COMMUNICATIONS, INC., a Delaware
corporation; VALASSIS
MANUFACTURING COMPANY, a
Delaware corporation; JOHN JENKINS,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV09412

[Assigned for all purposes to Honorable
Stuart Rice in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 10, 2021

Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Camila Moya (“Plaintiff”) and defendants Valassis Direct Mail, Inc. (“VDM”),
3 Valassis Communications, Inc. (“VCI”), and Valassis Manufacturing Company (“VMC”)
4 (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as
5 “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants, captioned *Camila Moya v. Valassis Direct Mail, Inc., et al.*, Case No. 21STCV09412,
9 initiated on March 10, 2021, and pending in Superior Court of the State of California, County of
10 Los Angeles.

11 1.2. “Administrator” means Phoenix Settlement Administrators (“Phoenix”), the neutral entity
12 the Parties have agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
16 Preliminary Approval of the Settlement.

17 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
18 classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA
19 Period.

20 1.5. “Class” means all persons employed by Defendants in California and classified as a non-
21 exempt, hourly-paid employee who worked for Defendants during the Class Period.

22 1.6. “Class Counsel” means David D. Bibiyan, Jeffrey D. Klein, and Joshua Shirian of Bibiyan
23 Law Group, P.C.

24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
25 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action.

27 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
28 possession, or control, including the Class Member’s (1) name; (2) last known mailing address;

(3) last known telephone number(s); (4) Social Security Number; (4) Workweeks; (5) PAGA Pay Periods; and (6) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL to be mailed to Class Members in English, Spanish, and Punjabi in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from March 10, 2017, through March 31, 2023.

1.13. “Class Representative” means Camila Moya, the named plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action, providing services in support of the Action, and executing the general release of claims set forth herein.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendants” means named defendants VDM, VCI, and VMC.

1.17. “Defense Counsel” means Glenn L. Briggs and Stanley Stringfellow of Kading Briggs LLP.

1.18. “Effective Date” means by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more

1 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
2 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
3 appellate court affirms the Judgment and issues a remittitur.

4 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

5 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
6 the Settlement.

7 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final
8 Approval.

9 1.22. “Gross Settlement Amount” means \$1,575,000.00 (One Million Five Hundred Seventy-
10 Five Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under
11 the Settlement, except as provided in Paragraph 8.1, below. In addition to the Gross Settlement
12 Amount, Defendants shall pay any and all employer payroll taxes owed on the portion of the the
13 Individual Class Payments allocated to settlement of wage claims (the “Wage Portion”). The
14 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
15 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
16 Representative Service Payment, and Administrator’s Expenses.

17 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
18 Net Settlement Amount calculated according to the number of Workweeks worked during the
19 Class Period.

20 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
21 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the
22 PAGA Period.

23 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

24 1.26. “LWDA” means the California Labor and Workforce Development Agency.

25 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
26 under Labor Code section 2699, subd. (i).

27 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
28 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
2 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
3 paid to Participating Class Members as Individual Class Payments.

4 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked
7 for Defendants for at least one day during the PAGA Period.

8 1.31. “PAGA Period” means the period from February 1, 2020, through the end of the pay
9 period in which March 31, 2023, falls.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.33. “PAGA Notice” means plaintiff’s February 1, 2021 letter to Defendants and the LWDA,
12 providing notice pursuant to Labor Code section 2699.3 subd. (a).

13 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
14 Gross Settlement Amount (\$100,000.00), allocated 25% to the Aggrieved Employees and 75%
15 for the LWDA PAGA Payment, in settlement of PAGA claims.

16 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
17 timely Request for Exclusion from the Settlement.

18 1.36. “Plaintiff” means Camila Moya, the named plaintiff in the Action.

19 1.37. “Preliminary Approval” means the Court’s order granting preliminary approval of the
20 Settlement.

21 1.38. “Released Parties” means: Defendants and each of their respective former, present, and
22 future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future
23 officers, directors, members, managers, employees, consultants, partners, shareholders, joint
24 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
25 representatives, including but not limited to John Jenkins (“Jenkins”).

26 1.39. “Request for Exclusion” means a Class Member’s submission of a written request to be
27 excluded from the Class Settlement signed by the Class Member.

28 1.40. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to

1 Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail
2 Requests for Exclusion from the Settlement or (b) fax, email, or mail his or her Objection to the
3 Settlement. Class Members to whom Notice Packets are resent after having been returned
4 undeliverable to the Administrator shall have an additional 15 calendar days beyond the date the
5 Response Deadline has expired.

6 1.41. "Settlement" means the disposition of the Action effected by this Agreement and the
7 Judgment.

8 1.42. "Workweek" means any week during which a Class Member was employed by and
9 worked for Defendants in a non-exempt, hourly position during the Class Period in California,
10 based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

11 **2. RECITALS**

12 2.1. On March 10, 2021, Plaintiff commenced this Action by filing a Complaint alleging
13 causes of actions against Defendants for: failure to pay overtime and minimum wages; failure to
14 provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage
15 statement violations; and unfair competition.

16 2.2. On June 24, 2021, Plaintiff filed a First Amended Complaint adding a cause of action
17 for civil penalties under the PAGA. The Amended Complaint is the operative complaint in the
18 Action (the "Operative Complaint").

19 2.3. Defendants deny the allegations in the Operative Complaint, deny any failure to comply
20 with the laws identified in in the Operative Complaint, deny any and all liability for the causes of
21 action alleged, and further deny that Valassis Communications, Inc., Valassis Manufacturing
22 Company, or John Jenkins employed any Class Member in California during the Class Period or
23 are otherwise proper parties to the Action.

24 2.4. On March 2, 2023, the Parties participated in an all-day mediation presided over by Mark
25 Rudy, Esquire. The mediation was successful and the Parties agreed to globally resolve all class
26 and PAGA claims in the Action.

27 2.5. Prior to mediation, Plaintiff obtained, through informal discovery: (a) time and payroll
28 records for 100% of Class Members; (b) the hire dates, termination dates, and rates of pay for all

Class Members; (c) wage and hour policy documents; (d) contact information for 63 Class Members; and (e) all documents pertaining to Plaintiff available to Defendants.

2.6. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. The Court has not granted class certification.

2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,575,000.00 as the Gross Settlement Amount, unless escalated pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portion. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative of not more than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior

1 to the Final Approval Hearing. If the Court approves a Class Representative Service
2 Payment less than the amount requested, the Administrator will retain the remainder in
3 the Net Settlement Amount. The Administrator will pay the Class Representative
4 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability
5 for employee taxes owed on the Class Representative Service Payment and will defend,
6 indemnify, and hold Defendants harmless from any dispute or controversy regarding this
7 payment.

8 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which,
9 unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to
10 be \$551,250.00, and a Class Counsel Litigation Expenses Payment of not more than
11 \$40,000.00. Defendants will not oppose requests for these payments provided that they
12 do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
13 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
14 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees
15 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
16 requested, the Administrator will allocate the remainder to the Net Settlement Amount.
17 Released Parties shall have no liability to Class Counsel or any other counsel for Plaintiff
18 arising from any claim to any portion of the Class Counsel Fee Payment and/or Class
19 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
20 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
21 Class Counsel assume full responsibility and liability for taxes owed on the Class
22 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
23 Defendants harmless, and indemnifies Defendants, from any dispute or controversy
24 regarding any division or sharing of any of these payments. There will be no additional
25 charge of any kind to either Settlement Class Members or Aggrieved Employees or any
26 request for additional consideration from Defendants for such work unless Defendants
27 materially breach this Agreement, including any term regarding funding, and further
28 efforts are necessary from Class Counsel to remedy said breach, including, without

1 limitation, moving the Court to enforce the Agreement.

2 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
3 \$12,750.00, except for a showing of good cause and as approved by the Court. To the
4 extent the Administration Expenses are less or the Court approves payment less than
5 \$12,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
7 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
8 all Participating Class Members during the Class Period and (b) multiplying the result
9 by each Participating Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
11 Class Member's Individual Class Payment will be allocated to settlement of the
12 Wage Portion. The Wage Portion of each Individual Class Payment will be
13 subject to tax withholding and will be reported on an IRS W-2 Form. 80% of
14 each Participating Class Member's Individual Class Payment will be allocated
15 to settlement of claims for interest and penalties (the "Non-Wage Portion"). The
16 Non-Wage Portion of Individual Class Payments will not be subject to wage
17 withholdings and will be reported on IRS 1099 Forms. Participating Class
18 Members assume full responsibility and liability for any employee taxes owed
19 on their Individual Class Payment.

20 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any
22 Individual Class Payments. The Administrator will retain amounts equal to their
23 Individual Class Payments in the Net Settlement Amount for distribution to
24 Participating Class Members on a pro rata basis.

25 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
26 \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00)
27 allocated for the LWDA PAGA Payment and 25% (\$25,000.00) allocated for the
28 Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 688 Class Members who collectively worked a total of 105,000 Workweeks and 467 of Aggrieved Employees who worked a total of 26,354 PAGA Pay Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator only in the form of a Microsoft Excel spreadsheet. Class Counsel shall have no right to the Class Data, except Class Counsel shall be provided the data of any individual Class Member who contests the Settlement or disputes the amount of his or her Individual Class Payment. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel and the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or

otherwise resolve any issues relating to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees and including those for whom Class Notice was returned undelivered). For Participating Class Members who are also Aggrieved Employees, the Administrator may send a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding

address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, for use in Los Angeles County. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *cy pres* recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint, all prior pleadings, and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or

workers' compensation benefits that arose at any time or that are based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Operative Complaint or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and that were ascertained in the course of the Action, including those arising out of or related to: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (4) all claims for failure to authorize and permit compliant rest periods or compensation in lieu thereof; (5) all claims for failure to pay overtime, meal and/or rest period compensation, and/or sick pay at the regular rate of pay; (6) all claims for failure to pay wages due upon termination or resignation of employment; (7) all claims for failure to pay wages due upon regularly-scheduled paydays; (8) all claims for non-compliant wage statements; (9) all claims for failure to reimburse necessary business expenses; and (10) all claims

1 asserted through California Business & Professions Code section 17200, *et seq.* arising out of the
2 Labor Code violations referenced in the Operative Complaint (the “Released Claims”). The
3 Released Claims include all related claims of any kind for premium pay, liquidated damages,
4 statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, and
5 other damages, costs, expenses, and attorneys’ fees arising from the alleged violation of any
6 provision of common or statutory law that were or reasonably could have been raised as part of
7 Plaintiff’s claims in the Operative Complaint, including but not limited to claims under
8 California Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3,
9 232, 232.5, 246 *et seq.*, 404, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,
10 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, all provisions of the California Industrial
11 Welfare Commission Wage Orders that provide the same or similar protections, and sections
12 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.* of the California Business and Professions Code.

13 5.3. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not
14 release by virtue of this Agreement any other claims, including claims for vested benefits,
15 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
16 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
17 outside the Class Period. This provision shall have no effect on the releases of claims that Class
18 Members and Aggrieved Employees have agreed to in other executed agreements.

19 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
20 Employees, on behalf of themselves and their respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to
22 release and discharge the Released Parties from all claims for any and all PAGA remedies that
23 were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or
24 relate to the facts stated in the Operative Complaint, the PAGA Notice, and that were ascertained
25 in the course of the Action, including any right, claim, or demand for civil penalties pursuant to
26 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged
27 violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3,
28 232, 232.5, 246 *et seq.*, 404, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,

1 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5 and of California Business and Professions Code
2 sections 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.* Plaintiff and Aggrieved Employees will
3 be bound by this release of PAGA claims even if they, or any of them, request to be excluded from
4 the Settlement in accordance with Paragraph 7.5, below.

5 5.5. Plaintiff and each Participating Class Member acknowledge that the Released Claims in
6 Paragraph 5.2 immediately above are also intended to include in their effect the release of all
7 Released Claims whether or not Plaintiff and each Participating Class Member knows or suspects
8 them to exist. With respect to the Released Claims, Plaintiff and Participating Class Members
9 may hereafter discover facts or legal arguments in addition to or different from those they now
10 know or currently believe to be true with respect to the claims and causes of action in this case
11 which are the subject matter of the Released Claims. Regardless, the discovery of new facts or
12 legal arguments shall in no way limit the scope or definition of the Released Claims and, by virtue
13 of this Agreement, Plaintiff and Participating Class Members shall be deemed to have, and by
14 operation of the final judgment approved by the Court shall have, fully, finally, and forever settled
15 and released all of the Released Claims as defined above.

16 **6. MOTION FOR PRELIMINARY APPROVAL**

17 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
18 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
19 Approvals.

20 6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 14 days of full
21 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
22 declaration from Defendants and/or Defense Counsel disclosing all facts relevant to any actual or
23 potential conflicts of interest with the Administrator and *cy pres* recipient. In their declarations,
24 Defense Counsel and/or Defendants shall either (i) identify any other pending matter or action
25 asserting claims that will be extinguished or adversely affected by the Settlement or (ii) aver that
26 they are not aware of any such other pending matters or actions.

27 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
28 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and

1 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
2 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
3 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
4 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
5 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
6 to its willingness to serve; its competency; its operative procedures for protecting the security of
7 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
8 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members
9 and/or the proposed *cy pres* recipient; and the nature and extent of any financial relationship with
10 Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming
11 her willingness and competency to serve and disclosing all facts relevant to any actual or potential
12 conflicts of interest with Class Members and/or the Administrator and/or the proposed *cy pres*
13 recipient; (vi) a signed declaration from Class Counsel attesting to their competency to represent
14 the Class Members; their timely transmission to the LWDA of all necessary PAGA documents,
15 including the initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
16 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
17 subd. (l)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made
18 to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual
19 or potential conflict of interest with Class Members, the Administrator, and/or the *cy pres*
20 recipient. In their Declarations, Plaintiff and Class Counsel shall either (i) identify any other
21 pending matter or action asserting claims that will be extinguished or adversely affected by the
22 Settlement or (ii) aver that they are not aware of any such other pending matters or actions.

23 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
24 for expeditiously finalizing and filing the Motion for Preliminary Approval not later than 30 days
25 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
26 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
27 Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
28 Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than perhaps a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days

1 after receiving the Class Data, the Administrator will send to all Class Members
2 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
3 the Class Notice with Spanish and Punjabi translations, substantially in the form attached
4 to this Agreement as Exhibit A. The first page of the Class Notice shall prominently
5 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
6 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay
7 Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
8 Administrator shall update Class Member addresses using the National Change of Address
9 database.

10 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a
13 forwarding address, the Administrator shall conduct a Class Member Address Search
14 and re-mail the Class Notice to the most current address obtained. The Administrator
15 has no obligation to make further attempts to locate or send the Class Notice to Class
16 Members whose Class Notice is returned by the USPS a second time.

17 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
19 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
20 notice is re-mailed. The Administrator will inform the Class Member of the extended
21 deadline with the re-mailed Class Notice.

22 7.4.5. If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted
23 by or otherwise discovers any persons who believe they should have been included in
24 the Class Data and should have received Class Notice, the Parties will expeditiously meet
25 and confer in person or by telephone and in good faith in an effort to agree on whether
26 to include them as Class Members. If the Parties agree, such persons will be Class
27 Members entitled to the same rights as other Class Members and the Administrator will
28 send, via email or overnight delivery, a Class Notice requiring them to exercise options

under this Agreement not later than 15 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address and/or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or

1 have the right to object to the class action components of the Settlement. However, Class
2 Members who are Aggrieved Employees cannot exclude themselves from the PAGA
3 components of the Settlement. Consequently, because future PAGA claims are subject
4 to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4
6 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
8 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
9 Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any)
10 allocated to the Class Member in the Class Notice. The Class Member may challenge the
11 allocation by communicating with the Administrator via fax, email, or mail. The Administrator
12 must encourage the challenging Class Member to submit supporting documentation. In the
13 absence of any contrary documentation, the Administrator is entitled to presume that the
14 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
15 Data. The Administrator's determination of each Class Member's allocation of Workweeks
16 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
17 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or
18 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the
19 challenges.

20 7.7. Objections to Settlement

21 7.7.1. Only Participating Class Members may object to the class action components of
22 the Settlement and/or this Agreement, including contesting the fairness of the
23 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
24 Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

25 7.7.2. Participating Class Members may send written objections to the Administrator by
26 mail. In the alternative, Participating Class Members may appear in Court (or hire an
27 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
28 A Participating Class Member who elects to send a written objection to the Administrator

1 must do so not later than 45 days after the Administrator’s mailing of the Class Notice
2 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will maintain
8 and use an internet website to post information of interest to Class Members including
9 the date, time, and location for the Final Approval Hearing and copies of the Settlement
10 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
11 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
12 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment,
13 the Final Approval, and the Judgment. The Administrator will also maintain and monitor
14 an email address and a toll-free telephone number to receive Class Member calls, faxes,
15 and emails.

16 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
17 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
18 later than 5 days after the expiration of the deadline for submitting Requests for
19 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
20 containing (a) the names and other identifying information of Class Members who have
21 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
22 other identifying information of Class Members who have submitted invalid Requests
23 for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted
24 (whether valid or invalid).

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
26 reports to Class Counsel and Defense Counsel that, among other things, tally the number
27 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
28 Exclusion (whether valid or invalid) received, objections received, challenges to

1 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
2 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
3 Weekly Reports must include the Administrator’s assessment of the validity of Requests
4 for Exclusion and attach copies of all Requests for Exclusion and objections received (if
5 any).

6 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
7 address and make final decisions consistent with the terms of this Agreement on all Class
8 Member challenges over the calculation of Workweeks and/or Pay Periods. The
9 Administrator’s decision shall be final and not appealable or otherwise susceptible to
10 challenge.

11 7.8.5. Administrator’s Declaration. Not later than 5 days before the date by which
12 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
13 Administrator will provide to Class Counsel and Defense Counsel a signed declaration
14 suitable for filing in Court attesting to its due diligence and compliance with all of its
15 obligations under this Agreement, including, but not limited to, its mailing of Class
16 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
17 attempts to locate Class Members, the total number of Requests for Exclusion from
18 Settlement it received (both valid or invalid), and the number of written objections and
19 attach the Exclusion List. The Administrator will supplement its declaration as needed
20 or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
21 Administrator’s declaration(s) in Court.

22 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
23 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
24 Counsel and Defense Counsel with a final report detailing its disbursements by employee
25 identification number only of all payments made under this Agreement. At least 7 days
26 before any deadline set by the Court, the Administrator will prepare, and submit to Class
27 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
28 to its disbursement of all payments required under this Agreement. Class Counsel is

1 responsible for filing the Administrator's declaration in Court.

2 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

3 Based on its records, Defendants estimate that, as of the date of this Settlement
4 Agreement, (1) there are 688 Class Members and 105,000 Total Workweeks during the Class
5 Period and (2) there are 467 Aggrieved Employees who worked 26,354 Pay Periods during the
6 PAGA Period.

7 8.1. Increase in Workweeks. Defendants represent that there are approximately 105,000
8 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
9 Class Members during the Class Period increases by more than 10%, or 10,500 Workweeks, then
10 the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of
11 115,500 Workweeks (105,000 Workweeks + 10,500 Workweeks) multiplied by the Workweek
12 Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross
13 Settlement Amount (\$1,575,000.00) by 105,000, which amounts to a Workweek Value of \$15.00.
14 Thus, for example, should there be 120,000 Workweeks in the Class Period, then the Gross
15 Settlement Amount shall be increased by \$67,500.00 ((120,000 Workweeks – 115,500
16 Workweeks) x \$15.00 per Workweek).

17 **9. DEFENDANTS' RIGHT TO WITHDRAW**

18 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 3%
19 of the total of all Class Members, Defendants may elect to withdraw from the Settlement. The
20 Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force
21 or effect whatsoever, and that neither Party will have any further obligation to perform under this
22 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
23 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
24 Court of its election to withdraw not later than 7 days after the Administrator sends the final
25 Exclusion List to Defense Counsel; late elections will have no effect.

26 **10. MOTION FOR FINAL APPROVAL**

27 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will
28 file in Court a motion for final approval of the Settlement that includes a request for approval of

1 the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order,
2 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide
3 drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for
4 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good
5 faith to resolve any disagreements concerning the Motion for Final Approval.

6 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
7 a Participating Class Member, including the right to file responsive documents in Court, no later
8 than 5 court days prior to the Final Approval Hearing or as otherwise ordered or accepted by the
9 Court.

10 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement (including, but not limited to, the scope of
12 release to be granted by Class Members), the Parties will expeditiously work together in good
13 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
14 Approval. The Court’s decision to award less than the amounts requested for the Class
15 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
16 Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material
17 modification to the Agreement within the meaning of this paragraph.

18 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
19 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
20 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
21 and (iii) addressing such post-Judgment matters as are permitted by law.

22 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
24 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
25 counsel, and all Participating Class Members who did not object to the Settlement as provided in
26 this Agreement waive all rights to appeal from the Judgment, including all rights to post-judgment
27 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
28 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right

1 to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties'
2 obligations to perform under this Agreement will be suspended until such time as the appeal is
3 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
4 of the Net Settlement Amount.

5 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
6 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
7 modification of this Agreement (including, but not limited to, the scope of release to be granted
8 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
9 expeditiously work together in good faith to address the appellate court's concerns and to obtain
10 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
11 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
12 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
13 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
14 as long as the Gross Settlement Amount remains unchanged.

15 **11. AMENDED JUDGMENT**

16 If any amended judgment is required under Code of Civil Procedure section 384, the
17 Parties will work together in good faith to jointly submit and a proposed amended judgment.

18 **12. ADDITIONAL PROVISIONS**

19 12.1. Dismissal of Jenkins as a Defendant from the Action. As an express condition of this
20 Settlement, Plaintiff shall file a request for dismissal of named but unserved defendant John
21 Jenkins ("Jenkins") from the entire action within 15 days of the execution of this Settlement. The
22 Parties shall bear their own costs with respect to the dismissal of Jenkins.

23 12.2. No Admission of Liability, Class Certification, or Representative Manageability for Other
24 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
25 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
26 any of the allegations in the Operative Complaint have merit or that Defendants have any liability
27 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
28 Defendants' defenses in the Action have merit. The Parties agree that class certification and

1 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
2 grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to
3 contest certification of any class for any reasons and reserve all available defenses to the claims
4 in the Action and Plaintiff reserves the right to move for class certification on any grounds
5 available and to contest Defendants' defenses. The Settlement, this Agreement, and Parties'
6 willingness to settle the Action will have no bearing on, and will not be admissible in connection
7 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
8 Agreement).

9 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
11 is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit
12 another person to disclose, disseminate, or publicize, any of the terms of the Agreement, directly
13 or indirectly, specifically or generally, to any person, corporation, association, government
14 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
15 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
16 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
17 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
18 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
19 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense
20 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
21 communication, before the filing of the Motion for Preliminary Approval, with any third party
22 regarding this Agreement or the matters giving rise to this Agreement, except to respond only that
23 "the matter was resolved" or words to that effect. This paragraph does not restrict Class Counsel's
24 communications with Class Members in accordance with Class Counsel's ethical obligations
25 owed to Class Members.

26 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability

1 to communicate with Class Members in accordance with Class Counsel's ethical obligations
2 owed to Class Members.

3 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
10 its terms and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement, including any amendments to this Agreement.

12 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence, and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are
24 providing any advice regarding taxes or taxability neither shall anything in this Settlement be
25 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
26 CFR Part 10, as amended) or otherwise.

27 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed by all Parties or their

1 representatives and approved by the Court.

2 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
3 the benefit of, the successors of each of the Parties.

4 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
5 governed by and interpreted according to the internal laws of the state of California, without
6 regard to conflict of law principles.

7 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
8 this Agreement. This Agreement will not be construed against any Party on the basis that the
9 Party was the drafter or participated in the drafting.

10 12.14. Confidentiality. To the extent permitted by law, all agreements made and orders entered
11 during the Action and in this Agreement relating to the confidentiality of information shall survive
12 the execution of this Agreement

13 12.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
14 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
15 in connection with the mediation, other settlement negotiations, or in connection with the
16 Settlement, may be used only with respect to this Settlement and for no other purpose and may
17 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
18 Class Counsel shall not be required to return or destroy all copies of Class Data but shall be
19 required to take all reasonable steps to maintain the confidentiality and security of such documents
20 and information. Furthermore, neither Plaintiff nor Class Counsel shall produce, disclose,
21 transmit, or otherwise share Class Data with any third party without providing at least 10 days'
22 written notice to Defendants and Defense Counsel. Moreover, they shall notify Defendants within
23 48 hours of their receipt of any demand by subpoena or in discovery for production of same and
24 shall refrain from producing Class Data in response to such demands absent a court order.

25 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
28 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

jeff@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendants:

KADING BRIGGS LLP

Glenn L. Briggs

gbriggs@kadingbriggs.com

Stanley G. Stringfellow II

sgs@kadingbriggs.com

100 Spectrum Center Drive, Suite 800

Irvine, California 92618

Tel: (949) 450-8040

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP
2 section 583.310 for the entire period of this settlement process.

3 12.21. Severability. In the event that one or more of the provisions contained in this Agreement
4 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
5 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and
6 Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
7 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
8 Agreement.

9
10 **IT IS SO AGREED:**

11 Date: Oct 2, 2023


Camila Moya (Oct 2, 2023 11:15 PDT)

Camila Moya, Plaintiff

12
13 Date: October 9, 2023



Valassis Direct Mail, Inc., Defendant

By: Lee Ann Stevenson, General Counsel

14
15
16 Date: October 9, 2023



Valassis Communications, Inc., Defendant

By: Lee Ann Stevenson, General Counsel

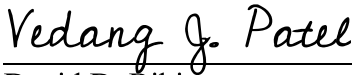
17
18
19 Date: October 9, 2023



Valassis Manufacturing Company, Defendant

By: Lee Ann Stevenson, General Counsel

20
21
22 Date: October 2, 2023



David D. Bibiyan

Vedang J. Patel

Counsel for Plaintiff

23
24
25 Date: October 9, 2023



Glenn L. Briggs

Stanley G. Stringfellow II

Counsel for Defendants