

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: kconnolly@aegislawfirm.com

Attorneys for Plaintiff Paul Garcia, individually,
and on behalf of all others similarly situated.

[Additional counsel listed on following page]

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

PAUL GARCIA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No. 21STCV20749

JOINT STIPULATION OF SETTLEMENT

1 Adam Y. Siegel (SBN 238568)
2 adam.siegel@jacksonlewis.com
3 JACKSON LEWIS P.C.
4 725 South Figueroa Street, Suite 2500
5 Los Angeles, California 90017-5408
6 Telephone: (213) 689-0404
7 Facsimile: (213) 689-0430

8 Attorneys for Defendant
9 CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Paul Garcia (“Named Plaintiff”)
7 and the Class Members, on the one hand, and Defendant Center of Employment Opportunities, Inc.
8 (“Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Three Million Seven Hundred
12 Fifty Thousand Dollars (\$3,750,000.00) as provided in Section 3.06(a) below (“Gross Settlement
13 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
14 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
15 as set forth herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Paul Garcia, individually and on*
21 *behalf of all others similarly situated v. Center for Employment Opportunities, Inc.; and DOES I*
22 *through 10, inclusive,*” Case No. 21STCV20749, commenced on June 2, 2021, in the Superior Court
23 of the State of California for the County of Los Angeles.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, and dates of employment.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means August 14, 2016 through September 15, 2021.

h. “Court” means the California Superior Court for the County of Los Angeles, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) sixty-five (65) days after the Final Order; or (2) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Center of Employment Opportunities, Inc.

k. “Defense Counsel” means counsel for Defendant:

Adam Y. Siegel

JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Federal Court Action” means “Action” means the action described as follows: *Paul Garcia, individually and on behalf of all others similarly situated v. Center for Employment*

1 *Opportunities, Inc.*” Case No. [2:21-cv-03039-JFW-RAO](#), which was filed in Los Angeles Superior
2 Court and was removed to Federal Court on April 7, 2021. The Federal Court Action is currently
3 stayed pending the approval of this Agreement.

4 n. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 o. “Gross Settlement Amount” means Three Million Seven Hundred Fifty Thousand
8 Dollars and Zero Cents (\$3,750,000.00) to be paid by Defendant as provided by this Agreement to
9 settle this Action. All payments to the Class, Settlement Administration Costs, Class Counsel’s
10 attorney’s fees and costs, and Incentive Award, pursuant to Section 3.07(a)-(f) below, shall be paid
11 out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the
12 payments made under this settlement shall be paid by Defendant separate from and in addition to the
13 Gross Settlement Amount. The Gross Settlement Amount may be subject to a pro rata increase
14 pursuant to Section 3.04(e) below. While there will be no claims made process, if the Court approves
15 this process, should a Participant Class Member not cash his or her Individual Settlement Payment
16 check, such money shall revert back to Defendant to be specifically allocated to Defendant’s
17 “Returning Citizens Stimulus” cash assistance fund which is only available to individuals similarly
18 situated to the Class Members who returned after incarceration and have been working towards
19 achieving full and permanent employment.

20 p. “Incentive Award” means a monetary amount of up to Seven Thousand Five Hundred
21 Dollars (\$7,500.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort
22 and work in prosecuting the Action on behalf of Class Members, and for his general release of claims.

23 q. “Individual Settlement Payment(s)” means each Participating Class Member’s
24 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
25 by the calculations provided in this Agreement.

26 r. “LWDA” means the State of California Labor and Workforce Development Agency.
27
28

1 s. "LWDA Payment" means 75% of the \$100,000 allocated to the settlement of PAGA
2 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
3 this Agreement, as provided for below.

4 t. "Motion for Final Approval" means Plaintiff's submission of a written motion,
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
7 to enter a Final Order in this Action.

8 u. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
9 including any evidence as may be required for the Court to grant preliminary approval of the
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11 v. "Named Plaintiff" means Paul Garcia.

12 w. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
13 Settlement Administration Costs, Class Counsels' attorney's fees and costs, Incentive Award, and
14 LWDA Payment, pursuant to Section 3.07(a)-(f) below.

15 x. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
17 to Section 3.04(b) below. Non-Participating Class Member(s) shall still receive their pro rata share
18 of the PAGA Settlement Amount, if applicable.

19 y. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 z. "PAGA" means the California Private Attorneys General Act of 2004, which is
22 codified in California Labor Code §§ 2698 *et seq.*

23 aa. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is One Hundred Thousand Dollars (\$100,000), subject to
26 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
27 and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
28

Members. PAGA Group Members are not permitted to exclude themselves from receiving their pro rata share of the PAGA Settlement Amount.

bb. “PAGA Group Members” means all Class Members employed by Defendant at any time between February 8, 2020 through September 15, 2021 (“PAGA Period”).

cc. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment. Class Members may not exclude themselves from receiving their pro rata share of the PAGA Settlement Amount, if applicable.

dd. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

ff. “Qualifying Workweeks” means the number of weeks that Class Members worked for Defendant as non-exempt employees during the Class Period.

gg. “Released Parties” means a) Defendants and each and all past or present partners, parent companies, subsidiaries, divisions, related or affiliated companies (regardless whether such partners, parent companies, subsidiaries, divisions, related or affiliated companies are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity) of Defendants; (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind including, but not limited to, any payroll companies, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for any violations described in Article V below and occurring as a result of employment with Defendant, including Defendant’s counsel of record in the Action; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, successors and assigns, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c)..

8 ii. “Settlement Administration Costs” means all costs incurred by the Settlement
9 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
0 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
1 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
2 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiff for his Incentive Award,
3 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
4 Amount.

5 jj. “Settlement Administrator” means ILYM Group, Inc., which the Parties have agreed
6 will be responsible for the administration of the Individual Settlement Payments to be made by
7 Defendant from the Gross Settlement Amount and related matters under this Agreement.

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

1 Because the Parties have stipulated to the certification of the Class with respect to all causes
2 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
3 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
4 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
5 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
6 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
7 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
8 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date

of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur. Additionally, the First Amended Complaint in the Action shall be null and void and of no force or effect, and the initial complaint filed in the Action shall thereafter become the operative complaint. The Parties will then take the appropriate steps to lift the stay currently in place in the Federal Court Action.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Hon. Howard Broadman (Ret.) to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

1 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

2 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
3 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
4 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary
5 Approval Date.”

6 **Section 3.02: The Settlement Administrator**

7 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
8 Settlement Administrator, including but not limited to distributing and responding to inquiries about
9 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
10 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
11 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
12 issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award check to
13 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
14 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

15 All costs of administering the Settlement, including but not limited to all costs and fees
16 associated with preparing, issuing and mailing any and all notices to Class Members and/or
17 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
18 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
19 returns and any other filings required by any governmental taxing authority or agency, all costs and
20 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
21 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
22 incurred and/or charged by the Settlement Administrator in connection with the execution of its
23 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
24 Administrator from the Gross Settlement Amount.

25 **Section 3.03: Notice to Class Members**

26 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
27 provide the Settlement Administrator with a “Class List” in electronic format based on its business
28 records, identifying the names of the Class Members, their last known home addresses, Social

1 Security numbers or, as applicable, other taxpayer identification number, and their dates of
2 employment.

3 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
4 Administrator will send Class Members, by first-class mail, at their last known address, the Court
5 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
6 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
7 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
8 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
9 Settlement Administrator will check all Class Member addresses against the National Change of
10 Address database and shall update any addresses before mailing. The Settlement Administrator will
11 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
12 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
13 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
14 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
15 Class Members shall not be required to submit claim forms in order to receive a proportional share
16 of the Net Settlement Amount.

17 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
18 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
19 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
20 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
21 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
22 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
23 that reasonable means be used to locate Class Members and that the Settlement Administrator be
24 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
25 Individual Settlement Payments to all Participating Class Members.

26 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
27 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
28 status report provided to the Parties.

1 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
2 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
3 Member's Individual Settlement Payment. The Settlement Administrator will redistribute the funds
4 for those undelivered Notice Packets among Class Members whose Notice Packets were not returned
5 undeliverable.

6 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
7 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
8 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
9 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
10 exclusion and objections that the Settlement Administrator received.

11 **Section 3.04: Responses to Notice**

12 **a. Class Member Disputes**

13 If any Class Member disagrees with Defendant's records as to his or her Qualifying
14 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
15 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
16 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
17 supporting documentation. The Notice will also provide a method for the Class Member to challenge
18 the employment data on which his or her Individual Settlement Payment is based. The Settlement
19 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
20 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
21 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
22 the information provided to it.

23 **b. Requests for Exclusion from Class**

24 In order for any Class Member to validly exclude himself or herself from the Class and this
25 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
26 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
27 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
28 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall

1 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
2 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
3 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
4 conclusively determined according to the records of the Settlement Administrator. Any Class
5 Member who timely and validly requests exclusion from the Class and this Settlement will not be
6 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
7 Agreement, and will not have any right to object, appeal, or comment thereon. Class Members are
8 not permitted to exclude themselves from receiving their pro rata share of the PAGA Settlement
9 Amount, if applicable.

10 Any Class Member who fails to timely submit a request for exclusion shall automatically be
11 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
12 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
13 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
14 and/or released in this Agreement will be extinguished.

15 If five percent (5%) or more of the Class Members validly request exclusion from the
16 Agreement, Defendant may, at its election and in its sole discretion, rescind the Agreement and all
17 actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of
18 rescission in writing, by certified or electronic mail to Class Counsel, within thirty (30) calendar days
19 of the Response Deadline. If Defendant exercises its option to rescind the Settlement, then it must
20 pay all Settlement Administration costs incurred to the date of rescission.

21 **c. Objections to Settlement**

22 For any Class Member to object to this Agreement, or any term of it, the person making the
23 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
24 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
25 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
26 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
27 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
28 the date the signed objection was postmarked, shall be conclusively determined according to the

1 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
2 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
3 Members may also appear at the final approval hearing to object. The Court retains final authority
4 with respect to the consideration and admissibility of any Class Member objections.

5 **d. Encouragement of Class Members**

6 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
7 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself
8 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
9 from Class Members.

10 **e. Right to Adjust Gross Settlement Amount**

11 Defendant has estimated the number of workweeks exceeds 97,537. If the actual number of
12 Workweeks exceeds one hundred and ten percent (110%) of this estimate, then either the Class
13 Settlement Amount will be increased by the same proportion above one hundred and ten percent
14 (110%) or Defendant, at its sole discretion, may elect to cut off the Settlement Class as of the date
15 the Workweeks exceeds 10% of 97,537 estimate. For example, if the Workweeks are 15% larger
16 than 97,537 Workweeks, Defendant may choose (1) the Gross Settlement Amount to be paid will
17 increase by 5% based on the Workweek Value of \$38.45 per Workweek; or 2) the Class Period will
18 end on the date in which the Released Claims encompasses 107,291 Workweeks.

19 **Section 3.05: Final Fairness and Approval Hearing**

20 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
21 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
22 and determine whether the Court should give it final approval, and (2) consider any objections made
23 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
24 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
25 Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Award.

Within sixty-five (65) calendar days after the Court signs the Final Order, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members whose Notice Packets were not returned undeliverable, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement Administration Costs.

Within ten (10) court days after receiving Defendant's final payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00). Class Counsel shall submit an application for an award of costs not to exceed Fifteen Thousand Dollars (\$15,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and

1 Approval Hearing. Defendant shall not object to or oppose any such application in these amounts.
2 Class Counsel shall serve Defendant with copies of all documents submitted in support of their
3 application for an award of attorneys' fees and costs. Class Counsel shall not appeal any award of
4 attorneys' fees at or above 25% of the Gross Settlement Amount.

5 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
6 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
7 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
8 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
9 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
10 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
11 will be reallocated to the Net Settlement Amount.

12 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the award
13 of attorneys' fees. Class Counsel shall provide the Settlement Administrator with properly completed
14 and signed copies of IRS Form W-9 in order for the Settlement Administrator to process such fees
15 approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
16 for the Class Counsel Award.

17 **c. Payment of Settlement Administration Costs**

18 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
19 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
20 Thirty-Five Thousand Dollars (\$35,000.00).

21 **d. Payment of Incentive Award to Named Plaintiff**

22 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
23 Seven Thousand Five Hundred Dollars (\$7,500.00), the request for which Defendant will not object
24 to or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not
25 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent
26 that the Court approves less than the amount of incentive award that Class Counsel request, the
27 difference between the requested and awarded amounts will be reallocated to the Net Settlement
28 Amount.

Because it is the intent of the Parties that the Incentive Award represent payment to Named Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing authorities as required by law. The Named Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Incentive Award and shall hold harmless Defendant, Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Incentive Award. Any amount requested by the Named Plaintiff for the Incentive Award and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payment.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members whose Notice Packets were not returned undeliverable in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement

1 Payment amount will be included in his or her Notice Packet. After final approval by the Court, the
2 Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude
3 themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the
4 Class Period by each Participating Class Member.

5 Each Individual Settlement Payment will represent wages and penalties allocated using the
6 following formula: 15% allocated to wages; 85% allocated to penalties and interest. The amounts
7 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
8 and all other authorized and required withholdings and shall be reported by W-2 forms. The
9 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
10 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
11 other than the tax withholdings customarily made from employees' wages and shall be reported by
12 IRS 1099 forms.

13 All monies received by Participating Class Members under the Settlement which are attributable
14 to wages shall constitute income to such Participating Class Members solely in the year in which such
15 monies actually are received by the Participating Class Members. It is the intent of the Parties that
16 Individual Settlement Payments provided for in this Agreement are the sole payments to be made by
17 Defendant to Participating Class Members in connection with this Settlement, with the exception of the
18 Named Plaintiff, and that the Participating Class Members are not entitled to any new or additional
19 compensation or benefits as a result of having received the Individual Settlement Payments.
20 Furthermore, the receipt of Individual Settlement Payments by Participating Class Members shall not,
21 and does not, by itself establish any general, special, or joint employment relationship between and
22 among the Participating Class Member(s) and Defendant.

23 No later than ten (10) business days after receiving the Gross Settlement Amount from
24 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
25 Settlement Payments to Participating Class Members and/or PAGA Group Members whose Notice
26 Packets were not returned undeliverable. Individual Settlement Payments paid from the Net
27 Settlement Amount allocated to wages will be reduced by applicable employer and employee tax
28 withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the

1 Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent
2 required by law for the interest and penalty portions of the Individual Settlement Payments.
3 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
4 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
5 of that 180-day time period will be void, and the uncashed funds will be transmitted in accordance
6 with section 384 of the California Code of Civil Procedure, as amended, to Center for Employment
7 Opportunities' "Returning Citizens Stimulus" cash assistance fund which is only available to
8 individuals similarly situated to the Class Members who returned after incarceration and have been
9 working towards achieving full and permanent employment. The funds will be designated only for
10 use for California residents. If the Court will not approve the transfer to Defendant's Returning
11 Citizens Stimulus, the Parties will pick another *cy pres* to receive the uncashed funds and will obtain
12 Court approval.

13 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
14 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
15 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
16 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
17 Settlement Administrator is unable to obtain a valid mailing address through this process, the
18 Settlement Administrator will tender the funds from the undeliverable checks to Center for
19 Employment Opportunities' Returning Citizens Stimulus fund as described above. In the event a
20 Participating Class Member fails to cash/deposit his or her Individual Settlement Payment, the
21 Participating Class Member shall nevertheless remain bound by the Settlement.

22 **g. Default on Payment.**

23 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after
24 the date that the Court grants final approval of the Settlement shall be considered a default. In the
25 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
26 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
27 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
28 the Settlement Administrator. In the event Defendant fails to cure the default within the times set

1 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
2 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
3 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
4 attorneys' fees and costs.

5 **h. No Credit Toward Benefit Plans.**

6 The Individual Settlement Payments made to Participating Class Members under this
7 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
8 calculate any additional benefits under any benefit plans to which any Class Members may be
9 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) or 403(b) plans, stock
10 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
11 the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to
12 which any Class Members may be entitled under any benefit plans.

13 **i. Tax Liability and Circular 230 Disclaimer.**

14 Defendant makes no representation as to the tax treatment or legal effect of the payments called for
15 hereunder, and the Named Plaintiff and Participating Class Members are not relying on any statement,
16 representation, or calculation by Defendant or by the Settlement Administrator in this regard. Participating
17 Class Members and Class Counsel understand and agree that they shall be responsible for the payment
18 of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class
19 Counsel and Defense Counsel free and harmless from and against any claims resulting from treatment
20 of such payments as non-taxable, including the treatment of such payments as not subject to
21 withholding or deduction for payroll and employment taxes.

22 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
23 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN
24 THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES
25 THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION
26 OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
27 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
28 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED

1 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
2 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
12 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
13 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

17 ARTICLE IV

18 LIMITATIONS ON USE OF THIS SETTLEMENT

19 **Section 4.01: No Admission**

20 In entering into this Agreement, Defendant does not admit, and specifically denies, that it
21 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
22 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
23 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
24 other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms
25 or provisions, nor any of the negotiations connected with it, will be construed as an admission or
26 concession by Defendant of any such violations or failures to comply with any applicable law. This
27 Agreement is entered into solely for the purpose of settling highly disputed claims.
28

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; (iv) the fact that the Parties were willing to stipulate
21 to class certification of all causes of action pled in the Action as part of the Settlement will have no
22 bearing on, and will not be admissible in connection with, the issue of whether the Class should be
23 certified by the Court in a non-settlement context in this Action or any other action, and in any of
24 those events, Defendant expressly reserves the right to oppose certification of the Class; and (v) the
25 First Amended Complaint in the Action shall be null and void and of no force or effect, and the initial
26 complaint filed in the Action shall thereafter become the operative complaint. The Parties will then
27 take the appropriate steps to lift the stay currently in place in the Federal Court Action.
28

2 ARTICLE V

3 RELEASES

Section 5.01: Released Claims by Class Members

Section 5.02: Released Claims by PAGA Group Members

7 Upon the date of funding the GSA, the State of California and PAGA Group Members release
8 the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged

1 in the operative complaint and/or based on the Released Claims, which arose during the PAGA
2 Period, regardless of whether PAGA Group Members opt out of the Class Settlement (“Released
3 PAGA Claims”).

4 **Section 5.03: Named Plaintiff’s Release of All Known and Unknown Claims**

5 Upon the date of funding of the GSA, in addition to the claims being released by all Participating
6 Class Members, the named Plaintiff will release and forever discharge the Released Parties, to the fullest
7 extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted,
8 which the Named Plaintiff has or may have against the Released Parties as of the date of execution of this
9 Agreement (“Named Plaintiff’s Released Claims”). The Named Plaintiff’s Released Claims include, but
10 are not limited to, all of the Released Claims, the PAGA Released Claims and any other claims arising
11 under the California Labor Code; any claim arising out of the California common law of contract; the
12 Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages
13 and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising
14 under federal, state, or local laws for discrimination, harassment, and wrongful termination, including
15 but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans
16 with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and
17 Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the
18 release of claims not permitted by law.

19 The Named Plaintiff’s Released Claims include all claims, whether known or unknown. Even if the
20 Named Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true
21 with respect to the subject matter of the Named Plaintiff’s Released Claims, those claims will remain released
22 and forever barred. To effect a full and complete general release as described above, the Named Plaintiff
23 expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the
24 California Civil Code or similar provisions of applicable law which are as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

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

20 ARTICLE VI

21 MISCELLANEOUS PROVISIONS

22 **Section 6.01: Amendments or Modification**

23 The terms and provisions of this Agreement may be amended or modified only by an express
24 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

25 **Section 6.02: Assignment**

26 None of the rights, commitments, or obligations recognized under this Agreement may be
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
28 consent of each other Party and their respective counsel. The representations, warranties, covenants,

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: Entire Agreement**

8 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
9 contains the entire understanding of the Parties with respect to the subject matter contained herein.
10 In case of any conflict between text contained in Articles I through VI of this Agreement and text
11 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
12 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
13 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
14 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
15 supersedes all prior agreements and understandings among the Parties with respect to the settlement
16 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
17 prior agreements or proposals.

18 **Section 6.05: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
20 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
21 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
22 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
23 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
24 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

25 **Section 6.06: Counterparts and Fax/PDF Signatures**

26 This Agreement, and any amendments hereto, may be executed in any number of counterparts
27 and any Party and/or their respective counsel may execute any such counterpart, each of which when
28 executed and delivered shall be deemed to be an original. All counterparts taken together shall

1 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
2 signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a
6 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
7 to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

12 The Parties have cooperated in the negotiation and preparation of this Agreement. This
13 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
14 was the drafter or participated in the drafting of this Agreement.

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
17 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
19 further believe that the Settlement is and is consistent with public policy, and fully complies with
20 applicable law.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for
23 convenience of reference only and does not constitute a part of this Agreement and shall not be
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
27 communications under this Agreement must be in writing and addressed as follows:
28

To Named Plaintiff and the Class:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

And

To Defendant:

Adam Y. Siegel
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree to cooperate with each other fully to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such

other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Section 6.17: No Public Comment

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Agreement. Class Counsel further agrees not to use the Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will

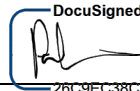
not include, reference or use the Agreement for any marketing or promotional purposes, or for attempting to influence business relationships at Defendant's locations, either before or after the Motion for Preliminary Approval is filed.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 9/15/2021

PAUL GARCIA

By:  DocuSigned by:
26C9EC38C56C4CC...
Named Plaintiff

Dated: _____

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC.

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: 09/17/2021

AEGIS LAW FIRM, PC

By: 
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly

1 not include, reference or use the Agreement for any marketing or promotional purposes, or for
2 attempting to influence business relationships at Defendant's locations, either before or after the
3 Motion for Preliminary Approval is filed.

4 **EXECUTION BY PARTIES AND COUNSEL**

5 The Parties and their counsel hereby execute this Agreement.

6
7
8 Dated: _____ PAUL GARCIA

9
10 By: _____
11 Named Plaintiff

12
13 Dated: _____ CENTER FOR EMPLOYMENT
14 OPPORTUNITIES, INC.

15 By:  _____
16 (Signature)
17 Sam Schaeffer
18 (Printed Name)
19 Chief Executive Officer
20 (Title)

21 **APPROVED AS TO FORM ONLY:**

22
23
24 Dated: _____ AEGIS LAW FIRM, PC

25
26 By: _____
27 Samuel A. Wong
28 Jessica L. Campbell
Kristy R. Connolly

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Attorneys for Named Plaintiff Paul Garcia

Dated: September 17, 2021

JACKSON LEWIS P.C.

By: 
Adam Y. Siegel

Attorneys for Defendant Center for Employment
Opportunities, Inc.

4812-3160-1144, v. 1

Garcia Long Form Settlement Agreement

Final Audit Report

2021-09-16

Created:	2021-09-16
By:	Sharon Hang (shang@ceoworks.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnbFTG5D93e1TdPB-xnV54KilAfq-3VrQ

"Garcia Long Form Settlement Agreement" History

-  Document created by Sharon Hang (shang@ceoworks.org)
2021-09-16 - 6:29:55 PM GMT
-  Document emailed to Sam Schaeffer (sschaeffer@ceoworks.org) for signature
2021-09-16 - 6:31:27 PM GMT
-  Email viewed by Sam Schaeffer (sschaeffer@ceoworks.org)
2021-09-16 - 6:35:53 PM GMT
-  Document e-signed by Sam Schaeffer (sschaeffer@ceoworks.org)
Signature Date: 2021-09-16 - 10:05:16 PM GMT - Time Source: server
-  Agreement completed.
2021-09-16 - 10:05:16 PM GMT

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Paul Garcia v. Center for Employment Opportunities, Inc, Los Angeles County Superior Court
Case No. 21STCV20749

**If you worked for Center for Employment Opportunities in California
at any time from August 14, 2016 through September 15, 2021
a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Paul Garcia v. Center for Employment Opportunities, Inc*, Case No. 21STCV20749 (Los Angeles County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant Center for Employment Opportunities, Inc. (“CEO”), which will affect all non-exempt employees who worked for CEO in California at any time between August 14, 2016, through September 15, 2021 (the “Class”).
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But, you give up certain rights to sue CEO separately for the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT Deadline: _____, 2022	Stay in this Lawsuit. May give up certain rights. If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED Deadline: _____, 2022	Get out of this Lawsuit. Get no payment from it. Keep rights. If you ask to be excluded from the settlement, you won’t receive any payment from the settlement award. But, you keep any rights to sue CEO separately for the legal claims raised or that could have been raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**

- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED], 2022.
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

CEO's records show that you are a current or former non-exempt employee employed by CEO. This notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Kenneth Freeman of the Superior Court of the State of California, County of Los Angeles, is overseeing this lawsuit.

2. What is this lawsuit about?

This Lawsuit is about whether CEO paid non-exempt employees all minimum and overtime wages, provided proper meal periods, authorized rest periods, reimbursed necessary business expenses, paid all wages owed upon termination, provided timely and proper wage statements, violated California's Unfair Competition Law, and/or violated the Private Attorneys General Act of 2004 ("PAGA"), all as required by applicable California laws.

Throughout the litigation, CEO has denied—and continues to deny—the factual and legal allegations in the case and has maintained that it has valid defenses to the claims. CEO denies any wrongdoing and asserts that it at all times complied with the law. CEO further denies that it owes the monies claimed in the Lawsuit. However, CEO has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company sued is called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the settlement, Plaintiff and CEO agreed to conditionally certify the Class with respect to all of the claims Plaintiffs alleged against Defendant as a class action, for settlement purposes only and to ask the Court to approve the settlement. The Court has not ruled on the merits of these claims, and the

decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. CEO has agreed to pay \$3,750,000.00 to settle the claims made in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff Paul Garcia has agreed to release all of his claims in this Lawsuit against CEO.
3. Plaintiff seeks the following deductions from the \$3,750,000.00 Gross Settlement Amount, subject to Court approval:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$1,250,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$15,000 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$7,500 to Plaintiff Paul Garcia for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$35,000 to cover the costs of the Settlement Administrator.
 - e. The Parties have agreed to allocate \$100,000 of the Gross Settlement Amount as PAGA civil penalties. Pursuant to the PAGA, 75% of this amount, or \$75,000, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$25,000 has been designated as the “PAGA Settlement Amount” and will be paid to certain Settlement Class members as described below.

The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for CEO during the Class Period (August 14, 2016 through September 15, 2021). Then, based on the dollar per Qualifying Workweeks amount calculated, the Settlement Administrator shall calculate the Individual Settlement Payment amounts for each Class Member by multiplying the base dollar amount per Qualifying Workweek by each Participating Class Member’s Qualifying Workweeks.

The \$25,000 designated as the PAGA Settlement Amount will be allocated proportionally based on each Class Member’s total pay periods worked for Defendant from February 8, 2020 through September 15, 2021 (the “PAGA Period”).

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Each Individual Settlement Payment will represent wages and expenses/penalties allocated using the following formula: 15% allocated to wages, 85% allocated to penalties and interest.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: current and former non-exempt employees employed by Center for Employment Opportunities, Inc. in California from August 14, 2016 through September 15, 2021.

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc., the “Settlement Administrator”, at the designated phone number for this matter at [REDACTED] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, or ask to be excluded from the settlement. These options are further explained below, including any dates by which you need to take any actions.

8. What is my approximate Individual Settlement Payment?

According to pay records maintained by CEO, the total number of weeks you worked in California for CEO as a non-exempt employee during the Class Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the settlement will be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Settlement Payment checks returned as undeliverable and unclaimed and uncashed 180 days after issuance and delivered checks remaining uncashed for more than 180 days after issuance will be void. The funds from any voided checks will be delivered to Center for Employment Opportunities’ “Returning Citizens Stimulus” cash assistance fund which is available to individuals who returned after incarceration and have been working towards achieving full and permanent employment.

Disputing Your Payment Amount

If you believe the total number of weeks you worked for CEO during the Class Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct. You will need to submit any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon CEO's records and any information you provide. Any disputes not otherwise resolved by the Settlement Administrator will be resolved by the Court. Any such dispute must be mailed to the Settlement Administrator no later than [REDACTED], 2022.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released CEO from claims that were alleged or could have been alleged based on the facts in Plaintiff's operative complaint ("Released Claims") during the period of August 14, 2016 through September 15, 2021. Specifically, you will be deemed to release and discharge Defendant Center for Employment Opportunities Inc ("Released Parties") from any and all claims alleged in the Action including: failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize or permit rest periods, failure to reimburse necessary business expenses, failure to pay wages upon separation of employment and within the required time, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§17200, *et seq.* You are also releasing the Released Parties for any claim asserted under the Private Attorneys General Act, based on the preceding claims.

10. How do I object to the Settlement?

If you are a Class Member who has not filed a request to be excluded, you may object to the Settlement. In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. The objection must include a written statement of the grounds for objection, be signed by you or your authorized representative, and include all supporting papers. You may mail any written objection to the Settlement Administrator no later than [REDACTED], 2022. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely Notice of Objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the settlement. However, you may then be able to sue or continue to sue CEO for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations (thus, claims may expire in a short period of time). You are not allowed to opt-out of your portion of the PAGA Settlement Award, if applicable.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [REDACTED], 2022. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who timely requests to be excluded from the Class will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [REDACTED], 2022 will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

If you request to be excluded, you will still receive a portion of the PAGA Settlement Amount if you worked during the PAGA period.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm is called "Class Counsel" in the context of this case. The law firm’s attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$1,250,000) in attorneys' fees, plus costs not to exceed \$15,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. The request for attorneys’ fees and costs is subject to Court approval. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with CEO, Class Counsel has requested an enhancement payment of up to \$7,500.00 to be paid to Plaintiff Paul Garcia for his efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation. The request for an enhancement payment is subject to Court approval.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group Inc.
[address]

[address]
[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED].m. in Department [x] of the Los Angeles County Superior Court for the State of California, located at 312 North Spring Street, Los Angeles, CA 90012. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

The Final Fairness and Approval Hearing date and/or location is subject to change. To check if the hearing has changed, please go to <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. This will give you access to information regarding the Lawsuit. Type in “21STCV20749” as the Case Number and then click “SEARCH.” The information for the Final Fairness and Approval Hearing will be listed under “FUTURE HEARINGS.”

If you wish to attend the hearing, please first visit <https://www.lacourt.org/> to determine whether you can appear in person and how you can appear remotely by phone. If you are able to attend the hearing in person and wish to do so, you must wear a face mask over your nose and mouth at all times within public areas of the courthouse or courtroom.

If the Court enters final judgment, then the Notice of Entry of Judgment will be posted on the Settlement Administrators’ website at [REDACTED].

18. When will I get money after the hearing?

The Court will hold a hearing on [REDACTED], at [REDACTED].m., to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator.

GETTING MORE INFORMATION

19. Are more details available?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth below. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

ILYM Group, Inc.

[address]

[address]

[telephone]

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

**PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY
OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS
WITH QUESTIONS.**