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LETICIA MARTINEZ, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

CURATIVE LLC, a California limited liability
 company; CURATIVE, INC., a California
 corporation; CURATIVE LABS, INC., a
 California corporation; and DOES 1-10,
 inclusive.

Defendants.

Case No. 21STCV20778

Related Case No. 21STCV19811

Assigned to the Hon. Amy D. Hogue. Dept.: 7

**SETTLEMENT OF CLASS ACTION AND
 PRIVATE ATTORNEYS GENERAL ACT
 CLAIMS**

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SETTLEMENT AGREEMENT

This Settlement Agreement of Class Action and Private Attorneys General Act Claims (“Settlement” or “Settlement Agreement”) is made between Plaintiffs Precious M. Stewart, Briana Belnavis, and Leticia Martinez (collectively, “Plaintiffs”), as individuals, on behalf of all other similarly situated and alleged aggrieved employees, and as representatives of the State of California on the one hand, and Defendants Yoh Services LLC (“Yoh”), Day & Zimmermann International, Inc. (“D&Z”) and Curative Inc. and Curative Labs, Inc. (together, “Curative”) (Yoh, D&Z and Curative collectively, “Defendants”) on the other hand, in the actions pending in Los Angeles Superior Court, San Francisco Superior Court, and the Northern District of California (the “Lawsuits,” as defined below). This Settlement was reached pursuant to a mediation conducted on November 3, 2021 by Tripper Ortman, Esq.

I. DEFINITIONS

A. “Belnavis Class Action” means the lawsuit entitled *Briana Belnavis v. Curative Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV19811.

B. “Belnavis PAGA Action” means the PAGA lawsuit entitled *Briana Belnavis v. Curative Inc., et al.*, Los Angeles County Superior Court Case No. 21STCV28512.

C. “Class Counsel” means Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C., 1180 South Beverly Dr., Suite 610, Los Angeles, CA 90035, Joseph Lavi and Vincent C. Granberry of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, CA 90211, and Kane Moon and Allen Feghali of Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los Angeles, CA 90017

D. “Class Member Payments” means the amount payable from the Net Distribution Fund to each Settlement Class Member. Class Member Payments are separate and distinct from PAGA Payments that will be paid to PAGA Employees.

E. “Class Payout Fund” means all funds remaining from the Gross Settlement Amount after deducting the Court-awarded Named Plaintiff Enhancement Payments, Fees Award, Costs Award, Settlement Administration Costs, and PAGA Payments.

1 **F.** “Class Settlement” means the non-PAGA portion of the settlement embodied in
2 this Settlement Agreement.

3 **G.** “Class Settlement Period” means the time period from January 1, 2020 through the
4 earlier of March 3, 2022, i.e., 120 days from the date of the parties’ execution of their MOU in this
5 case, or the date of entry of an order granting preliminary approval.

6 **H.** “Costs Award” means costs of litigation approved by the Court for Class Counsel’s
7 costs incurred in investigation, litigation, and resolution of the Lawsuits, and administration of the
8 Settlement, including anticipated costs incurred through Final Approval and disbursement of
9 payments under this Settlement Agreement and obtaining entry of the judgment terminating the
10 Lawsuits, which shall be an amount up to \$30,000.

11 **I.** “Court” means Los Angeles County Superior Court, located at 312 North Spring
12 Street, Los Angeles, CA 90012.

13 **J.** “Defendants” means Curative Inc., Curative Labs, Inc., Yoh Services LLC, and
14 Day & Zimmerman International, Inc.

15 **K.** “Defendants’ Counsel” means Babak G. Yousefzadeh and Gal Gressel of
16 Sheppard, Mullin, Richter & Hampton LLP, Four Embarcadero Center, 17th Floor, San Francisco,
17 CA 94111 and Melinda S. Riechert, Sarah Zenewicz and Jason P. Brown of Morgan, Lewis &
18 Bockius LLP, One Market, Spear Street Tower, San Francisco, CA 94110.

19 **L.** “Effective Date” means the date by which the final judgment becomes final. For
20 purposes of this Settlement Agreement, the final judgment “becomes final” only after the Court
21 grants the motion for final approval of the settlement and upon the latter of (i) the period for filing
22 any appeal, writ, or other appellate proceeding challenging or opposing the Settlement (i.e., 60
23 days following entry of judgment) has elapsed without any appeal, writ, or other appellate
24 proceeding having been filed; (ii) any appeal, writ or other appellate proceeding challenging or
25 opposing the Settlement has been dismissed finally and conclusively with no right to pursue
26 further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has upheld the
27 Court’s final order with no right to pursue further remedies or relief. In this regard, it is the
28 intention of the Parties that the Settlement shall not become effective, and Defendants will not be

1 obligated to fund this Settlement, until the Court's order approving the Settlement is completely
2 final, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest
3 the Settlement.

4 **M.** "Employee List" means the list of all persons included in the Settlement Class and
5 all PAGA Employees that Defendants will diligently and in good faith compile from their records
6 to accurately reflect those persons' names, last known mailing address, telephone number, Social
7 Security number, and qualified workweeks and pay periods (or data from which such information
8 can be calculated) during the Class Settlement Period.

9 **N.** "Fees Award" means attorneys' fees approved by the Court for Class Counsel's
10 fees incurred in investigation, litigation, and resolution of the Lawsuits, and administration of the
11 Settlement, including anticipated fees incurred through Final Approval and disbursement of
12 payments under this Settlement Agreement and obtaining entry of the judgment terminating the
13 Lawsuits, and which shall not exceed one third (1/3) of the Gross Settlement Amount, i.e. up to
14 \$483,333.33.

15 **O.** "Final Approval" means the Court's order granting final approval of the Settlement
16 Agreement.

17 **P.** "Gross Settlement Amount" means a non-reversionary common fund that shall
18 have a total all-in value of \$1,450,000.00 and includes without limitation any and all payments
19 Defendants may be responsible for under the Settlement, including any Fees Award and Costs
20 Award to Class Counsel, Named Plaintiff Enhancement Payments, the Class Member Payments,
21 the PAGA Payments (which includes payments to the LWDA), Settlement Administration Costs,
22 and all payroll taxes (except for employer-side payroll taxes, which shall be paid in addition to the
23 Gross Settlement Amount) due and owing as a result of the Settlement. The total amount that
24 Defendants shall pay for any and all purposes under this Settlement Agreement is the Gross
25 Settlement Amount ("GSA"), and the employer-side payroll taxes due and payable on the the
26 portion of the Class Member Payments designated as wages.

27 **Q.** "Lawsuits" means the Stewart Class Action, Stewart PAGA Action, Belnavis Class
28 Action, Belnavis PAGA Action, and Martinez Action, which the Parties have agreed to

1 consolidate through the filing of a consolidated amended complaint including all parties, counsel
2 and claims as part of this Settlement.

3 **R.** “LWDA” means the California Labor and Workforce Development Agency.

4 **S.** “Martinez Action” means the lawsuit entitled *Leticia Martinez v. Curative LLC, et*
5 *al.*, Los Angeles County Superior Court, Case No. 21STCV20778.

6 **T.** “Named Plaintiffs” means Precious M. Stewart, Briana Belnavis, and Leticia
7 Martinez.

8 **U.** “Named Plaintiff Enhancement Payments” means the amount to be paid to each
9 Named Plaintiff for their time and effort spent pursuing the Lawsuits; for the risks associated with
10 suing Defendants; and for their agreement to enter into a general release of all claims, not to
11 exceed \$10,000.00 each, for a total of \$30,000.00.

12 **V.** “PAGA” means the California Private Attorneys General Act, California Labor
13 Code § 2699 *et seq.*

14 **W.** “PAGA Employees” means (a) all persons employed by Yoh as a non-exempt
15 employee and who worked at or was based out of a Curative worksite in California from
16 September 1, 2020 through the earlier of March 3, 2022, i.e., 120 days from the date of execution
17 of the parties’ MOU, or entry of an order granting preliminary approval; and (b) all persons
18 employed by Curative in California or based out of a Curative worksite in California as an hourly-
19 paid employee, from April 26, 2020 through the earlier of March 3, 2022, i.e., 120 days from the
20 date of execution of the parties’ MOU, or entry of an order granting preliminary approval.

21 **X.** “PAGA Payment” means the payment to the State of California’s LWDA and the
22 PAGA Employees in settlement of all claims for PAGA penalties as defined in this Settlement
23 Agreement.

24 **Y.** “PAGA Settlement” means the PAGA portion of the settlement embodied in this
25 Settlement Agreement.

26 **Z.** “PAGA Settlement Period” means the time period from April 26, 2020 through the
27 earlier of March 3, 2022, i.e., 120 days from the date of execution of the parties’ MOU, or the
28 entry of an order granting preliminary approval.

1 **AA.** “Parties” means plaintiffs Precious M. Stewart, Briana Belnavis, Leticia Martinez
2 and defendants Curative Inc., Curative Labs, Inc., Yoh Services LLC, and Day & Zimmerman
3 International, Inc.

4 **BB.** “Qualified Settlement Account” means the account established by the Settlement
5 Administrator pursuant to Internal Revenue Code section 1.468B-1.

6 **CC.** “Released Parties” means Defendants, Curative LLC, Curative Services LLC, and
7 Curative Medical Associates Inc., and each of their parent, subsidiary, affiliated or related entities
8 (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or
9 alleged joint employers), each of their related companies/corporations and/or partnerships (defined
10 as a company/corporation and/or partnership that is, directly or indirectly, under common control
11 with that Defendant or any of its parents and/or affiliates), and each of the previously listed
12 entities’ respective past, present and future agents, contractors, employees, servants, officers,
13 directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders,
14 attorneys, equity sponsors, divisions, assigns, predecessors, successors, insurers, and consultants.

15 **DD.** “Settlement” and “Settlement Agreement” means this Settlement Agreement of
16 Class Action and Private Attorneys General Act Claims.

17 **EE.** “Settlement Administration Costs” means the costs payable from the Gross
18 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
19 but not limited to, the Settlement Administrator’s responsibilities outlined in this Settlement
20 Agreement.

21 **FF.** “Settlement Administrator” means ILYM Group, Inc. who shall be responsible for
22 the administration of the Settlement, distribution of any amounts owed under this settlement, and
23 matters necessarily related thereto, pursuant to the terms of this Settlement Agreement, and subject
24 to appointment by the Court.

25 **GG.** “Settlement Class” means a conditionally-certified class consisting of (a) all
26 persons employed by Yoh as a non-exempt employee and who worked at or was based out of a
27 Curative worksite in California from September 1, 2020 through the earlier of March 3, 2022, i.e.,
28 120 days from the date of execution of the parties’ MOU, or entry of an order granting preliminary

1 approval; and (b) all persons employed by Curative in California or based out of a Curative
2 worksite in California as a non-exempt or hourly-paid employee, from January 1, 2020 through
3 the earlier of March 3, 2022, i.e., 120 days from the date of execution of the parties' MOU, or the
4 entry of an order granting preliminary approval (estimated to include approximately 5,000
5 individuals as of March 1, 2022).

6 **HH.** "Settlement Class Member" means any person included in the Settlement Class
7 who does not submit a timely and valid request for exclusion from the Settlement Class.

8 **II.** "Stewart Class Action" means the lawsuit entitled *Precious Marie Stewart v. Yoh*
9 *Services, LLC, et al.*, Northern District of California, Case No. 21-cv-03767-VC.

10 **JJ.** "Stewart PAGA Action" means the lawsuit entitled *Precious Marie Stewart v. Yoh*
11 *Services, LLC, et al.*, San Francisco Superior Court, Case No. CGC-21-593088.

12 **II. RECITALS**

13 **A. Background and Procedural History**

14 1. On April 13, 2021, Plaintiff Precious M. Stewart ("Plaintiff Stewart")
15 submitted a PAGA notice to the LWDA in accordance with the requirements of Labor Code
16 section 2699.3(a). The PAGA notice alleged that Yoh violated various California Labor Code
17 sections. The LWDA declined to investigate the alleged violations, permitting Plaintiff Stewart to
18 assert a claim under the PAGA against Yoh.

19 2. On April 16, 2021, Plaintiff Stewart filed a class action Complaint in San
20 Francisco County Superior Court, alleging causes of action against Yoh for: (1) failure to pay
21 minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide
22 meal breaks; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at
23 termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business
24 practices. On May 18, 2021, Yoh filed an Answer to Plaintiff's Complaint. On May 19, 2021,
25 Yoh filed a notice of removal to the United States District Court, Northern District of California.

26 3. On April 26, 2021, Plaintiff Leticia Martinez ("Plaintiff Martinez")
27 submitted a PAGA notice to the LWDA in accordance with the requirements of Labor Code
28 section 2699.3(a). The PAGA notice alleged that Curative LLC, Curative Inc., and Curative Labs,

1 Inc. violated various California Labor Code sections. The LWDA declined to investigate the
2 alleged violations, permitting Plaintiff Martinez to assert a claim under the PAGA against
3 Curative.

4 4. On May 25, 2021 Plaintiff Briana Belnavis (“Plaintiff Belnavis”) submitted
5 a PAGA notice to the LWDA in accordance with the requirements of Labor Code section
6 2699.3(a). The PAGA notice alleged that Curative Inc., Yoh Services, LLC, and Day &
7 Zimmerman International, Inc. violated various California Labor Code sections. The LWDA
8 declined to investigate the alleged violations, permitting Plaintiff Martinez to assert a claim under
9 the PAGA against Yoh, D&Z, and Curative.

10 5. On May 25, 2021 Plaintiff Belnavis filed a class action Complaint in Los
11 Angeles County Superior Court against Yoh, D&Z, and Curative, alleging causes of action for: (1)
12 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize or permit
13 meal periods; (4) failure to authorize or permit rest periods; (5) failure to reimburse business
14 expenses; (6) failure to timely pay wages during employment; (7) failure to provide accurate
15 itemized wage statements; (8) failure to timely pay all wages due at the end of employment; and
16 (9) unfair business practices. On September 8, 2021, defendant Curative filed a Notice of
17 Removal to the United States District Court, Central District of California. On September 15,
18 2021, Yoh and D&Z filed an Answer to Plaintiff’s Complaint, and Curative Inc. filed an Answer
19 to Plaintiff’s Complaint. On November 5, 2021, the parties stipulated to remand the action to Los
20 Angeles County Superior Court for settlement purposes, which the Central District granted on
21 November 8, 2021.

22 6. On June 2, 2021, Plaintiff Martinez filed a class and representative PAGA
23 action Complaint Los Angeles County Superior Court against Curative, alleging causes of action
24 for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to reimburse
25 business expenses; (4) failure to provide complete wage statements; (5) failure to timely pay all
26 wages due at the end of employment; (6) failure to timely pay all wages due during employment;
27 (7) unfair business practices; and (8) seeking civil penalties under the PAGA, based on the same
28

1 allegations in the Complaint and the April 26, 2021 PAGA notice to the LWDA. On August 20,
2 2021, the court stayed the action, and no responsive pleadings have become due yet.

3 7. On June 24, 2021, Plaintiff Stewart filed a representative PAGA Complaint
4 in San Francisco Superior Court against Yoh, seeking civil penalties based on the same allegations
5 set forth in her class action Complaint and her April 13, 2021, PAGA notice to the LWDA. No
6 responsive pleadings have become due.

7 8. On July 16, 2021, Plaintiff Stewart filed a First Amended Complaint in the
8 Stewart Class Action, adding Curative as a defendant and adding a cause of action under the
9 PAGA, seeking civil penalties, based on the same allegations in the Complaint and as set forth in
10 Plaintiff's April 13, 2021 PAGA notice to the LWDA. On October 5, 2021, defendant Curative
11 filed an Answer to Plaintiff Stewart's First Amended Complaint.

12 9. On August 3, 2021, Plaintiff Belnavis filed a representative PAGA
13 Complaint in Los Angeles Superior Court, seeking civil penalties based on the same allegations
14 set forth in her class action Complaint and May 25, 2021 PAGA notice to the LWDA. Plaintiff
15 Belnavis has not served the PAGA Complaint, and no responsive pleadings have become due.

16 10. On November 3, 2021 Plaintiff Stewart, Plaintiff Belnavis, Plaintiff
17 Martinez, and Defendants attended a full-day mediation, with mediator Tripper Ortman, Esq., and
18 ultimately reached a settlement, the terms of which were memorialized in a binding MOU and are
19 now more fully memorialized in this Settlement Agreement.

20 **B.** Throughout the pendency of the Stewart Class Action, Stewart PAGA Action,
21 Belnavis Class Action, Belnavis PAGA Action, and Martinez Action, the Parties have engaged in
22 extensive informal discovery of documents and information for settlement purposes, including in
23 connection with mediation.

24 **C.** Named Plaintiffs have fully investigated the factual and legal bases for the causes
25 of action asserted in the Lawsuits. As a result of their investigation, Named Plaintiffs continue to
26 believe their claims are viable and that Defendants violated the California Labor Code.
27 Defendants have denied all allegations and contends that the claims asserted in the Lawsuits have
28 no merit and cannot give rise to liability on behalf of Defendants. Given the disagreement

1 between the Parties as to the viability of these claims, the Parties believe the Settlement provided
2 for herein is a fair, adequate and reasonable settlement.

3 **D.** Named Plaintiffs recognize the expense and length of continued proceedings
4 necessary to continue the litigation against Defendants through trial and through any possible
5 appeals. Named Plaintiffs have also taken into account the uncertainty and risk of the outcome of
6 further litigation, the difficulties and delays inherent in such litigation, and Defendants'
7 contentions that Plaintiff Martinez entered into an arbitration agreement containing a class action
8 waiver that precludes Plaintiff Martinez and many other members of the Settlement Class from
9 proceeding with the Lawsuits as a class action. Named Plaintiffs are also aware of the burdens of
10 proof necessary to first secure class certification, and then to establish liability for the claims
11 asserted in the Lawsuits, Defendants' defenses thereto, and the difficulties in establishing damages
12 for the Settlement Class. Named Plaintiffs have also taken into account the discovery undertaken
13 and settlement negotiations conducted, which negotiations resulted in the material settlement
14 terms set forth herein. Based on the foregoing, Named Plaintiffs have determined that the
15 Settlement set forth in this Settlement Agreement is a fair, adequate and reasonable settlement, and
16 is in the best interests of the Settlement Class, the LWDA, and the PAGA Employees.

17 **E.** Defendants have concluded that any further defense of this litigation would be
18 protracted and expensive for all Parties. Defendants have devoted substantial amounts of time,
19 energy and resources to the defense of the claims asserted in the Lawsuits and, unless this
20 Settlement is made, will continue to do so for the foreseeable future. In addition to the foregoing,
21 Defendants also recognize the uncertainty and risk of the outcome of further litigation, For these
22 reasons, Defendants have agreed to settle the matter upon the terms set forth in this Settlement
23 Agreement, to put to rest the claims as set forth in the Lawsuits.

24 **F.** Defendants have denied and continues to deny each of the claims and contentions
25 alleged in the Lawsuits. Defendants have repeatedly asserted and continues to assert defenses
26 thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising
27 out of any of the facts or conduct alleged in the Lawsuits. Defendants also denied and continue to
28 deny, *inter alia*, the allegations that the Settlement Class suffered damages; that Defendants

1 improperly failed to pay the Settlement Class or the PAGA Employees all wages owed; that
2 Defendants failed to properly provide meal and rest periods; that Defendants failed to provide
3 accurate itemized wage statements; that Defendants failed to timely pay all wages due during
4 employment or at the separation of employment; that Defendants failed to reimburse business
5 expenses; that Defendants violated any provisions of the California Labor Code or any IWC Wage
6 Order; that Defendants engaged in any unlawful, unfair or fraudulent business practices; that
7 Defendants engaged in any other wrongful conduct as alleged in the Lawsuits; or that the
8 Settlement Class was harmed by the conduct alleged in the Lawsuits. Neither this Settlement
9 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
10 this Settlement Agreement, is, may be construed as, or may be used as an admission, concession
11 or indication by or against Defendants of any fault, wrongdoing or liability whatsoever.

12 **G.** Named Plaintiffs claim and continue to claim that the claims released by this
13 Settlement Agreement have merit and give rise to liability on the part of Defendants. Neither this
14 Settlement Agreement nor any documents referred to herein, or any action taken to carry out this
15 Settlement Agreement is or may be construed as or may be used as an admission by or against the
16 Settlement Class or Class Counsel as to the merits or lack thereof of the claims asserted.

17 **I.** The Parties stipulate, subject to the approval of the Court, that the Lawsuits are
18 being compromised and settled pursuant to the terms and conditions set forth in this Settlement
19 Agreement. Upon Final Approval of the Settlement by the Court at or after the Final Approval
20 hearing, the Parties shall present a Proposed Final Judgment (attached as Exhibit 3 hereto) to the
21 Court for its approval, requesting that the Court enter judgment and retain jurisdiction with respect
22 to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement
23 and all orders and judgments entered in connection therewith.

24 **III. SETTLEMENT TERMS**

25 **A. Funding and Allocation of Settlement**

26 1. Gross Settlement Amount. Provided the Court approves the Settlement and
27 the Effective Date occurs, Defendants will pay the Gross Settlement Amount, which is the
28 maximum monetary amount payable by Defendants and which shall not exceed the sum of

1 \$1,450,000.00, exclusive of the employer-side payroll taxes on the portion of the Class Member
2 Payments designated as wages. Yoh and Curative shall each contribute \$725,000.00 to the Gross
3 Settlement Amount, plus their respective and applicable employer-side payroll taxes due and
4 payable on the portion of the Class Member Payments designated as wages.

5 2. Settlement Accounting. No more than 10 days after the Court enters an
6 order granting final approval of this Settlement, or reasonable time thereafter if not reasonably
7 practicable, the Settlement Administrator will provide the Parties with an accounting of all
8 anticipated payments from the Qualified Settlement Account, including: (a) Class Member
9 Payments, (b) the PAGA Payments; (c) the Named Plaintiff Enhancement Payments; (d) the Fees
10 Award and Costs Award to Class Counsel, and (f) Settlement Administration Costs, all as
11 specified in this Settlement Agreement and approved by the Court.

12 3. Funding the Settlement. Within 14 days of the Effective Date, and solely
13 for purposes of this Settlement, Defendants shall wire their respective portions of the Gross
14 Settlement Amount, plus applicable employer-side payroll taxes, into the Qualified Settlement
15 Account, for distribution in accordance with the terms of this Settlement Agreement (“Funding
16 Date”). At no time shall Defendants have the obligation to segregate the funds comprising the
17 Gross Settlement Amount from other assets and will retain exclusive authority over, and
18 responsibility for, those funds until the date those amounts are required to be funded pursuant to
19 this Settlement Agreement.

20 **B. Payments from the Gross Settlement Amount.**

21 1. Named Plaintiff Enhancement Payments. The Settlement Administrator
22 shall pay any Named Plaintiff Enhancement Payments within 14 days of the Funding Date by
23 check. Named Plaintiffs agree to provide the Settlement Administrator (and not Defendants) with
24 an executed IRS Form W-9 within five days after the Funding Date and before the Named Plaintiff
25 Enhancement Payments are issued. The Settlement Administrator shall issue an IRS Form 1099 to
26 Named Plaintiffs for these payments. Named Plaintiffs shall be solely and legally responsible for
27 paying any and all applicable taxes on their Named Plaintiff Enhancement Payments and shall
28 indemnify, defend, and hold Defendants harmless from any claim or liability for taxes, penalties or

1 interest arising as a result of the Named Plaintiff Enhancement Payments. The Named Plaintiff
2 Enhancement Payments shall be in addition to any Class Member Payments and PAGA Payments
3 they receive as Settlement Class Members and PAGA Employees. If the Court awards Named
4 Plaintiff Enhancement Payments less than said amount, the unawarded amounts shall remain in
5 the Class Payout Fund and be distributed to Settlement Class Members. In the event the Court
6 reduces or does not approve the requested Named Plaintiff Enhancement Payments, Named
7 Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to
8 appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the
9 Gross Settlement Amount on that basis.

10 2. Class Counsel's Attorneys' Fees and Costs. Class Counsel may request a
11 Fees Award of up to \$483,333.33, which constitutes one third of the Gross Settlement Amount
12 and will seek a Costs Award for reimbursement of Class Counsel's out-of-pocket costs incurred
13 pursuing the Lawsuits up to an additional \$30,000. Class Counsel shall submit declarations to the
14 Court detailing the costs incurred and/or expected to be incurred in the Lawsuits. Defendants
15 reserve the right to challenge Class Counsel's requests for fees and costs if the requests exceed the
16 parameters established by this Settlement Agreement. If the Court awards a Fees Award or a
17 Costs Award less than the amount requested by Class Counsel, the unawarded amounts shall
18 remain in the Class Payout Fund and be distributed to Settlement Class Members. This Settlement
19 is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees
20 and costs and, in the event that the Court reduces or does not approve the requested Fees Award
21 and Costs Award amounts, Named Plaintiffs and Class Counsel shall not have the right to modify
22 or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek,
23 request, or demand an increase to the Gross Settlement Amount on that basis. Class Counsel
24 Attorneys' Fees awarded by the Court shall be divided as follows: 50% to Kane and Moon; 25%
25 to Ackermann & Tilajef, P.C.; and 25% to Lavi and Ebrahimian, LLP. Costs shall be reimbursed
26 to the firms that expended them in accordance with the actual expenses incurred.

27 a. The Settlement Administrator shall pay any Fees Award and/or
28 Costs Award within 14 days of the Funding Date either by check or wire to an account designated

1 by Class Counsel. Class Counsel agrees to provide the Settlement Administrator (and not
2 Defendants) with executed IRS Forms W-9 within five days after the Funding Date and before
3 payments for Class Counsel's Fees Award and Costs Award are issued. The Settlement
4 Administrator shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to
5 this section. Class Counsel shall be solely and legally responsible for paying any and all
6 applicable taxes on their Fees Award or Costs Award and shall indemnify, defend, and hold
7 Defendants harmless from any claim or liability for taxes, penalties or interest arising as a result of
8 any payments received by Class Counsel pursuant to this Agreement.

9 b. Neither Class Counsel nor any other current or past counsel for
10 Named Plaintiffs shall be permitted to petition the Court for, or accept, any additional payments
11 for fees, costs, or interest, and the Fees Award and Costs Award shall be for all claims for
12 attorneys' fees and costs whenever incurred, including past and present fees and costs incurred in
13 the Lawsuits to date and through and including the Effective Date, as well as final distribution of
14 all payments under this Settlement Agreement and through and after final judgment. Upon the
15 Funding Date, payment of the Fees Award and Costs Award to Class Counsel as set forth herein
16 shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law
17 firm for attorneys' fees, expenses or costs in the Lawsuits incurred by any attorney on behalf of
18 Named Plaintiffs, the Settlement Class, and/or any of the PAGA Employees, and shall relieve the
19 Settlement Class, PAGA Employees, Defendants, the Settlement Administrator, the Qualified
20 Settlement Account, and Defendants' Counsel of any other claims or liability to any other attorney
21 or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be
22 entitled on behalf of Named Plaintiffs, the Settlement Class, and/or the PAGA Employees in
23 connection with the claims released in this Settlement.

24 3. PAGA Payment. The PAGA Payment amount is \$145,000.00, which the
25 Parties have agreed is to be paid in settlement of all PAGA claims released in this Settlement
26 Agreement, which shall be allocated as follows:
27
28

1 a. Within 14 days of the Funding Date, the Settlement Administrator
2 shall pay from the Qualified Settlement Account \$108,750.00 to the State of California LWDA.
3 This amount is 75% of the \$145,000.00 PAGA Payment.

4 b. The remaining 25% of the PAGA Payment (\$36,250.00) shall be
5 distributed to all PAGA Employees, with each receiving a pro rata share based on the number of
6 pay periods worked during the PAGA Settlement Period. To establish the pay period value, the
7 Settlement Administrator will first determine the total number of pay periods worked by the
8 PAGA Employees during the PAGA Settlement Period. The pay period value will be equal to
9 25% of the PAGA Payment divided by the total number of pay periods worked by PAGA
10 Employees during the PAGA Settlement Period. The pay period value will be rounded to the
11 nearest cent. The amount of the PAGA Payment to be paid to each PAGA Employee will be
12 determined by multiplying the pay period value by the total number of pay periods each PAGA
13 Employee worked during the PAGA Settlement Period.

14 c. The portion of the PAGA Payment paid to the PAGA Employees
15 shall be treated entirely as penalties. In the event that the Court awards less than the full amount
16 requested for the PAGA Payment, the un-awarded amount shall remain in the Class Payout Fund
17 and be distributed to Settlement Class Members. If for any reason additional funds are allocated
18 to the PAGA Payment, such monies shall be drawn from other amounts in this Settlement with the
19 other components of the Gross Settlement Amount being reduced proportionately, including the
20 Fees Award and the Class Payout Fund, but the Gross Settlement Amount will not exceed
21 \$1,450,000.00.

22 4. Settlement Administration Costs. The Settlement Administrator shall pay
23 from the Qualified Settlement Account the Court-approved Settlement Administration Costs,
24 within 14 days of the Funding Date, in an amount not to exceed \$40,000.00. In the event that the
25 Court awards less than the full amount requested for Settlement Administration Costs, the
26 unawarded amounts shall remain in the Class Payout Fund and shall be distributed to Settlement
27 Class Members.
28

1 5. Calculation of Class Member Payments. All Settlement Class Members
2 will receive a Class Member Payment, paid from the Class Payout Fund.

3 a. The amount of each Class Member Payment will be calculated on a
4 pro rata basis, based on the number of workweeks each Settlement Class Member worked during
5 the Class Settlement Period. To establish the workweek value, the Settlement Administrator will
6 first determine the total number of workweeks worked by the Settlement Class Members during
7 the Class Settlement Period. The workweek value will be equal to the Class Payout Fund divided
8 by the total number of workweeks worked by Settlement Class Member during the Class
9 Settlement Period. The workweek value will be rounded to the nearest cent. The Class Member
10 Payment to each Settlement Class Member will be determined by multiplying the workweek value
11 by the total number of workweeks each Settlement Class Member worked during the Class
12 Settlement Period. The total of all Class Member Payments to all Settlement Class Members shall
13 equal the Class Payout Fund. There is no need for a Settlement Class Member to submit a claim
14 form in order to be eligible for and to receive a Class Member Payment. Any partial workweek
15 will be rounded up to the nearest full workweek. Class Member Payments will be reduced by any
16 required deductions for each Settlement Class Member, including employee-side tax withholdings
17 and/or deductions.

18 6. Method and Timing of Payments to Settlement Class Members and
19 Employees.

20 a. Class Member Payments and the PAGA Employees' portion of the
21 PAGA Payment will be mailed by the Settlement Administrator by First Class U.S. Mail within 14
22 calendar days following the Funding Date.

23 b. Checks paid to PAGA Employees and Settlement Class Members
24 shall remain valid and negotiable for 180 days from the date of their issuance. After one-hundred
25 eighty (180) calendar days from the date of mailing, the checks shall become null and void, and
26 any monies remaining in the distribution account shall be distributed to the Controller of the State
27 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et
28 seq., for the benefit of those Settlement Class Members and PAGA Employees who did not cash

1 their checks until such time that they claim their property. The Parties agree that this disposition
2 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Class
3 Payout Fund will be paid out to Class Members, whether or not they all cash their Class Member
4 Payments. Therefore, Defendants will not be required to pay any interest on said amount.

5 7. No Effect on Employee Benefits. The Named Plaintiff Enhancement
6 Awards, Class Member Payments, and PAGA Payments paid to Named Plaintiffs, PAGA
7 Employees, and Settlement Class Members shall be deemed not to be pensionable earnings and
8 shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g.,
9 vacations, holiday pay, retirement plans, etc.) of the respective Named Plaintiffs, PAGA
10 Employees, or Settlement Class Members. The Parties agree that any Named Plaintiff
11 Enhancement Awards, Class Member Payments, and PAGA Payments paid to Named Plaintiffs,
12 PAGA Employees, and Settlement Class Members under the terms of this Settlement Agreement
13 do not represent any modification of Named Plaintiffs’, PAGA Employees’, or Settlement Class
14 Members’ previously credited hours of service or other eligibility criteria under any employee
15 pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any
16 Named Plaintiff Enhancement Awards, Class Member Payments, or PAGA Payments shall not be
17 considered “compensation” in any year for purposes of determining eligibility for, or benefit
18 accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by
19 Defendants.

20 **C. Taxation**

21 1. Tax Treatment of Class Member Payments. Each Class Member Payment
22 shall be allocated between taxable and non-taxable consideration as follows: 20% will be allocated
23 to alleged unpaid wages for which an IRS Form W-2 will issue, and 80% will be allocated to
24 alleged penalties, reimbursement and interest for which an IRS Form 1099 will issue, if required
25 by law. The Settlement Administrator will be responsible for calculating the employee-side taxes
26 owed on the wage portion of each Class Member Payment and paying these amounts to the
27 appropriate state and federal agencies, within the timing required by applicable state and federal
28 law. Each Settlement Class Member shall be responsible for paying any employee-side taxes due

1 on his or her settlement. Defendants shall be responsible for paying any employer-side taxes due
2 as a result of this Settlement.

3 2. Tax Treatment of PAGA Payments. The PAGA Payment distributed to each
4 PAGA Employee will be treated entirely as civil penalties, and will be reported as such to each
5 Employee on an IRS Form 1099 misc., if required.

6 3. Tax Liability. The Parties make no representation as to the tax treatment or
7 legal effect of the payments called for hereunder, and the Parties, Settlement Class Members, and
8 PAGA Employees are not relying on any statement, representation, or calculation by any of the
9 Parties or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class
10 Members, and PAGA Employees understand and agree that except for the employer's portion of
11 any payroll taxes, Named Plaintiffs, Settlement Class Members, and Employees will be solely
12 responsible for the payment of any taxes and penalties assessed on the payments described herein
13 and will hold Named Plaintiffs, Class Counsel, Defendants, Defendants' Counsel and the
14 Settlement Administrator free and harmless from and against any claims resulting from treatment
15 of such payments as non-taxable damages. Each Party to this Settlement Agreement (for purposes
16 of this section, the "acknowledging party" and each party to this agreement other than the
17 acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this
18 Settlement Agreement, and no written communication or disclosure between or among the Parties
19 or their attorneys and other advisers, is or was intended to be, nor shall any such communication
20 or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
21 United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) the
22 acknowledging party (a) has relied exclusively upon their own, independent legal and tax counsel
23 for advice (including tax advice) in connection with this Settlement Agreement, (b) has not
24 entered into this Settlement Agreement based upon the recommendation of any other Party or any
25 attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or
26 disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be
27 imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has
28 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax

1 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
2 acknowledging party of the tax treatment or tax structure of any transaction, including any
3 transaction contemplated by this Settlement Agreement.

4 **D. Conditional Certification**

5 For the purposes of this Settlement Agreement only, the Parties agree to the certification of
6 the Settlement Class. If, for any reason, the Settlement Agreement is not approved, the stipulation
7 to certification will be void. Should the Settlement Agreement not become final, for whatever
8 reason, the fact that the Parties were willing to stipulate to class certification as part of the
9 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
10 whether a class should be certified in a non-settlement context in the Lawsuits, and shall have no
11 bearing on, and shall not be admissible in connection with, the issue of whether a class should be
12 certified in any other lawsuit.

13 **E. Consolidation, Amendments, Exhaustion, and Dismissals**

14 1. Consolidation and Amendment. The Parties will: (a) stipulate and request
15 the Court's approval to file an amended consolidated complaint in the Martinez Action that
16 encompasses all of the plaintiffs, claims and allegations in the Martinez Action, Belnavis Class
17 Action, Belnavis PAGA Action, Stewart Class Action, Stewart PAGA Action, and the class and
18 PAGA claims released by the Settlement, which shall include claims alleging a violation of
19 California Labor Code sections 246, 246.5, and 248.5 and reporting time pay under section 5 of
20 the IWC Wage Orders; and (b) upon filing the amended consolidated complaint in the Martinez
21 Action, Plaintiffs will dismiss the Belnavis Class Action, Belnavis PAGA Action, Stewart Class
22 Action, and Stewart PAGA Action ("Dismissed Actions") without prejudice. The Parties agree
23 that Plaintiffs' claims remain tolled while their claims are pending in the amended consolidated
24 complaint and, in the event that this Settlement be denied with prejudice and either or all of the
25 Dismissed Actions are re-filed, the benefit of that tolling will be applied to the refiled Dismissed
26 Action. Plaintiffs will submit this stipulation to the Court to file the amended consolidated
27 complaint in the Martinez Action within 15 days after the execution of this Settlement Agreement.
28

1 2. LWDA Exhaustion. Prior to the filing of an amended consolidated
2 complaint, Plaintiffs will submit a letter to the LWDA to exhaust all PAGA claims released by the
3 Settlement, which shall include the following claims and theories: (1) failure to pay all paid sick
4 leave due, including that sick leave was incorrectly accrued, that sick leave was calculated at an
5 incorrect rate of pay, and failure to provide required notices and accruals for paid sick leave under
6 Labor Code sections 246, 246.5, and 248.5; (2) reporting time pay under section 5 of the IWC
7 Wage Orders; and (3) inaccurate record-keeping under Labor Code sections 1174 and 1174.5.

8 3. Cooperation. The Parties will work cooperatively and do all things
9 necessary to give effect to the terms of these provisions.

10 **F. No Injunctive Relief / Policy Changes**

11 As part of this Settlement, Defendants shall not be required to enter into any consent
12 decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to
13 modify or eliminate any of its personnel, compensation, or payroll practices or policies, or adopt
14 any new personnel, compensation, or payroll practices or policies. Notwithstanding the foregoing,
15 Curative will not object to Plaintiff Martinez's representation in her approval papers that, after she
16 filed an LWDA letter, (a) Curative changed its policies and practices with respect to work from
17 home reimbursements for certain employees, and (b) Curative will consider amending its mileage
18 reimbursement policy.

19 **G. Release of Claims**

20 1. Class Member Release. As of the Effective Date, and upon payment of all
21 funds due under this Settlement, all Settlement Class Members fully and finally release the
22 Released Parties from any and all claims that arose during the Class Settlement Period for unpaid
23 wages, including failure to pay minimum wages; failure to pay straight time compensation,
24 overtime or double-time compensation (including failure to correctly calculate and pay based on
25 the regular rate of compensation), off-the-clock work, rounding, time spent waiting to take Covid-
26 19 tests, time spent taking Covid-19 tests, reporting time compensation, vacation or PTO, and/or
27 interest; that meal or rest periods were not provided, were missed, late, short, interrupted, or that
28 employees were not permitted to leave the premises during meal or rest periods, and any claim for

1 any alleged failure to pay premiums for such meal or rest periods, or to pay such premiums at the
2 regular rate of compensation; reimbursement for business expenses or any other claim that
3 Defendants allowed or required employees to bear any of the costs associated with the operation
4 of Defendants' business, including without limitation the use of personal vehicles, personal
5 phones and data, home internet, personal equipment, or any other business expense incurred;
6 failure to timely pay all wages due twice per month, failure to pay all wages due at the time of
7 separation; all claims that Defendants employed Settlement Class Members for longer hours than
8 those fixed by the California Industrial Welfare Commission's Wage Orders, all claims that
9 Defendants employed Settlement Class Members under conditions of labor prohibited by the
10 California Industrial Welfare Commission's Wage Orders; inaccurate or otherwise improper wage
11 statements and/or failure to keep or maintain accurate records; all claims that wages were not paid
12 out at the regular rate of pay; for failure to pay workers for the time spent waiting for and/or
13 undergoing COVID-19 testing; any claim for unfair business practices arising out of or related to
14 any or all of the aforementioned claims; any claim for loss of entitlement and/or accrual of the full
15 amount of Social Security, disability, unemployment, or other governmental benefits arising out of
16 or related to any of the aforementioned claims; any claim for penalties arising out of or related to
17 any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties,
18 wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys'
19 fees and costs. The claims released by the Settlement Class Members also include any and all
20 claims that arise out of or arise in connection with the claims and facts alleged in the Lawsuits,
21 and any claims which could have been asserted in the Lawsuits arising from the alleged facts
22 and/or primary rights alleged to have been invaded to the fullest extent permitted by law. This
23 release includes claims alleging a violation of the Wage Orders of the California Industrial
24 Welfare Commission; and/or alleging a violation of California Labor Code §§ 201, 202, 203, 204,
25 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 246.5, 248.5, 510, 512, 1174, 1174.5, 1194, 1194.2,
26 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and 2802; and California Business & Professions Code §
27 17200 *et seq.*

1 2. Release of PAGA Claims. As of the date of the Effective Date, and upon
2 payment of all funds due under this Settlement, Named Plaintiffs, as representatives of the State of
3 California and on behalf of the LWDA and the PAGA Employees, fully and finally release the
4 Released Parties from all claims under the PAGA associated with any and all claims that arose
5 during the PAGA Settlement Period for unpaid wages, including, failure to pay minimum wages;
6 failure to pay straight time compensation, overtime or double-time compensation (including
7 failure to correctly calculate and pay based on the regular rate of compensation), off-the-clock
8 work, rounding, time spent waiting to take Covid-19 tests, time spent taking Covid-19 tests,
9 reporting time compensation, vacation or PTO, and/or interest; that meal or rest periods were not
10 provided, were missed, late, short, interrupted, or that employees were not permitted to leave the
11 premises during meal or rest periods, and any claim for any alleged failure to pay premiums for
12 such meal or rest periods, or to pay such premiums at the regular rate of compensation;
13 reimbursement for business expenses or any other claim that Defendants allowed or required
14 employees to bear any of the costs associated with the operation of Defendants' business,
15 including without limitation the use of personal vehicles, personal phones and data, home internet,
16 personal equipment, or any other business expense incurred; failure to timely pay all wages due
17 twice per month, failure to pay all wages due at the time of separation; all claims that Defendants
18 employed PAGA Employees for longer hours than those fixed by the California Industrial Welfare
19 Commission's Wage Orders, all claims that Defendants employed PAGA Employees under
20 conditions of labor prohibited by the California Industrial Welfare Commission's Wage Orders;
21 inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate
22 records; paid sick leave, including that sick leave was calculated at an incorrect rate of pay; for
23 failure to pay workers for the time spent waiting for and/or undergoing COVID-19 testing; any
24 claim for unfair business practices arising out of or related to any or all of the aforementioned
25 claims; any claim for loss of entitlement and/or accrual of the full amount of Social Security,
26 disability, unemployment, or other governmental benefits arising out of or related to any of the
27 aforementioned claims; any claim for penalties arising out of or related to any or all of the
28 aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement

1 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs.
2 The claims released by the State of California and the PAGA Employees also include any and all
3 claims under the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*
4 that arise out of or arise in connection with the claims and facts alleged in the Lawsuits, and any
5 claims which could have been asserted in the Lawsuits arising from the alleged facts and/or
6 primary rights alleged to have been invaded to the fullest extent permitted by law. This release
7 includes claims alleging a violation of the Wage Orders of the California Industrial Welfare
8 Commission; and/or alleging a violation of California Labor Code §§ 201, 202, 203, 204, 210,
9 218.5, 218.6, 226, 226.3, 226.7, 246, 246.5, 248.5, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197,
10 1197.1, 1198, 1199, 2698 *et seq.*, and 2802.

11 3. General Release By Named Plaintiffs Only. As of the date of Effective
12 Date, and upon payment of all funds due under this Settlement, Named Plaintiffs fully and finally
13 release the Released Parties from any and all claims, known and unknown, under federal, state
14 and/or local law, statute, ordinance, regulation, common law, or other source of law, including but
15 not limited to claims arising from or related to Named Plaintiffs' employment with or termination
16 of employment from Defendants ("Named Plaintiffs' Released Claims"). The Named Plaintiffs'
17 Released Claims include, but are not limited to, all claims asserted in, arising from, or related in
18 any way to the Lawsuits, including without limitation any and all claims that could have been
19 asserted as part of the Lawsuits based on the facts alleged. Named Plaintiffs' Released Claims
20 include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages;
21 failure to pay straight time compensation, overtime or double-time compensation (including
22 failure to correctly calculate and pay based on the regular rate of compensation), off-the-clock
23 work, rounding, time spent waiting to take Covid-19 tests, time spent taking Covid-19 tests, split-
24 shift premiums, reporting time compensation, callback compensation, vacation or PTO, and/or
25 interest; that meal or rest periods were not provided, were missed, late, short, interrupted, or that
26 employees were not permitted to leave the premises during meal or rest periods, and any claim for
27 any alleged failure to pay premiums for such meal or rest periods, or to pay such premiums at the
28 regular rate of compensation; reimbursement for business expenses or any other claim that

1 Defendants allowed or required employees to bear any of the costs associated with the operation
2 of Defendants' business, including without limitation the use of personal vehicles, personal
3 phones and data, home internet, personal equipment, or any other business expense incurred;
4 failure to timely pay all wages due twice per month, failure to pay all wages due at the time of
5 separation; all claims that Defendants employed Settlement Class Members or PAGA Employees
6 for longer hours than those fixed by the California Industrial Welfare Commission's Wage Orders,
7 all claims that Defendants employed Employees under conditions of labor prohibited by the
8 California Industrial Welfare Commission's Wage Orders; inaccurate or otherwise improper wage
9 statements and/or failure to keep or maintain accurate records; paid sick leave, including that sick
10 leave was calculated at an incorrect rate of pay; for failure to pay workers for the time spent
11 donning and doffing work uniforms or personal protective equipment; for failure to pay workers
12 for the time spent waiting for and/or undergoing COVID-19 testing; any claim for unfair business
13 practices arising out of or related to any or all of the aforementioned claims; any claim for loss of
14 entitlement and/or accrual of the full amount of Social Security, disability, unemployment, or
15 other governmental benefits arising out of or related to any of the aforementioned claims; any
16 claim for penalties arising out of or related to any or all of the aforementioned claims, including,
17 but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties,
18 and waiting-time penalties; and attorneys' fees and costs. Named Plaintiffs' Released Claims
19 include all claims arising under the California Labor Code (including but not limited to sections
20 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 246.5, 248.5, 510, 512, 1174,
21 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and 2802); all claims arising under
22 the Wage Orders of the California Industrial Welfare Commission; California Business and
23 Professions Code section 17200, *et seq.*; the California Labor Code; California Government Code;
24 the California Civil Code, including but not limited to, sections 3287, 3289, 3336 and 3294;
25 California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair
26 Labor Standards Act, 29 U.S.C. § 201 *et seq.*; federal common law; and the Employee Retirement
27 Income Security Act, 29 U.S.C. § 1001, *et seq.* Named Plaintiffs' Released Claims include any
28 and all claims under the Private Attorneys General Act, Cal. Lab. Code § 2698 *et seq.* ("PAGA"),

1 of any kind, including but not limited to the PAGA claims asserted in the Lawsuits. Named
2 Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress,
3 retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local
4 laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of
5 example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the
6 Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California
7 Fair Employment and Housing Act; and the law of contract and tort. This release excludes the
8 release of claims not permitted by law. Named Plaintiffs' Released Claims include all claims,
9 whether known or unknown. Even if Named Plaintiffs discovers facts in addition to or different
10 from those that Plaintiff now knows or believes to be true with respect to the subject matter of
11 Named Plaintiffs' Released Claims, those claims will remain released and forever barred. Thus,
12 Named Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section
13 1542 of the California Civil Code, which reads:

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

21 Notwithstanding the foregoing, Named Plaintiffs do not waive or release any claim which
22 cannot be waived or released by private agreement. Further, nothing in this Agreement shall
23 prevent Named Plaintiffs from filing a charge or complaint with, or from participating in, an
24 investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other
25 federal, state or local agency charged with the enforcement of any employment or other applicable
26 laws. Named Plaintiffs, however, understand that by signing this Agreement, they waive the right
27 to recover any damages or to receive other relief in any claim or suit brought by or through the
28 EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent

1 permitted by law, but expressly excluding any monetary award or other relief available from the
2 SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not
3 lawfully be waived.

4 **H. Settlement Administrator Responsibilities**

5 1. The Settlement Administrator shall be responsible for preparing, printing
6 and mailing to the Employees the Notice of Proposed Settlement of Class Action attached as
7 Exhibit 1 hereto (the "Class Notice") as directed by the Court; calculating Class Member
8 Payments and PAGA Payments; calculating and withholding all required state and federal taxes
9 owed by the Settlement Class Members, PAGA Employees, and Defendants; keeping track of opt-
10 outs and objections; drafting and mailing checks to Settlement Class Members and PAGA
11 Employees; distributing Named Plaintiff Enhancement Payments, the Fees Award, the Costs
12 Award, 75% of the PAGA Payment to the LWDA, and Settlement Administration Costs;
13 providing weekly status reports to counsel for the Parties; providing a due diligence declaration
14 for submission to the Court prior to the Final Approval hearing; and for such other tasks as the
15 Parties mutually agree or the Court orders the Settlement Administrator to perform. The Parties
16 each represent they do not have any financial interest in the Settlement Administrator or otherwise
17 have a relationship with the Settlement Administrator that could create a conflict of interest.

18 2. The Settlement Administrator's determination of eligibility for, and the
19 amounts of, any Class Member Payment and PAGA Employee portion of the PAGA Payment
20 shall be conclusive, final and binding on all Parties, including all Settlement Class Members and
21 PAGA Employees.

22 3. To the extent any tax returns must be filed for the Gross Settlement Amount
23 pursuant to this Settlement Agreement, the Settlement Administrator shall cause to be timely and
24 properly filed all informational and other tax returns, if any, necessary with respect to the Gross
25 Settlement Amount. Such returns shall be consistent with this paragraph. Any expenses and/or
26 costs incurred in connection with the operation and implementation of this paragraph (including,
27 without limitation, reasonable expenses of tax attorneys, accountants or other designees retained
28 by the Settlement Administrator as required for the preparation and filing of tax returns described

1 in this paragraph) shall be treated as, and considered to be, a cost of administration of the
2 Settlement and shall be paid from the Settlement Administration Costs.

3 4. No person shall have any claim against Defendants, Defendants' Counsel,
4 Named Plaintiffs, Plaintiffs, Class Counsel or the Settlement Administrator based on distributions
5 and payments made in accordance with this Settlement Agreement.

6 **I. Notice/Approval of Settlement and Settlement Implementation.** As part of this
7 Settlement, the Parties agree to the following procedures for obtaining preliminary approval of the
8 Settlement, notifying the Settlement Class and PAGA Employees, obtaining final Court approval
9 of the Settlement, and processing the settlement payments:

10 1. Preliminary Approval of Settlement

11 a. Within 30 days of the execution of this Settlement Agreement,
12 Named Plaintiffs shall reserve a hearing date for a motion for preliminary approval of the
13 Settlement in the Lawsuits, and shall file the motion no later than 16 court days prior to the
14 reserved hearing. Named Plaintiffs shall schedule the motion for hearing on the earliest date the
15 Court has available that complies with notice requirements. Named Plaintiffs shall seek the entry
16 of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for
17 settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and
18 (c) setting a date for a Final Approval hearing.

19 b. In conjunction with the Preliminary Approval Hearing, Named
20 Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and
21 will include proposed forms of all notices and other documents as attached hereto necessary to
22 implement the Settlement. Simultaneous with the filing of the Stipulation of Settlement and solely
23 for purposes of this Settlement, Named Plaintiffs will request the Court to enter the Preliminary
24 Approval Order ("Preliminary Approval Order" or "Order") (attached as Exhibit 2 hereto),
25 preliminarily approving the proposed Settlement, and setting a hearing date to determine final
26 approval of the Settlement. The Order shall provide for notice of the Settlement and related
27 matters to be sent to Settlement Class Members and PAGA Employees as specified herein. Class
28 Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval,

1 subject to review and comment by Defendants' Counsel who shall be provided a minimum of
2 seven days advance notice to review.

3 2. LWDA Notice. Pursuant to the PAGA, concurrently with the filing of the
4 motion for Preliminary Approval, Named Plaintiffs will, pursuant to California Labor Code §
5 2699(*l*), provide notice of the proposed Settlement to the LWDA. The Parties intend and believe
6 that the notice pursuant to the procedures described in this section complies with the requirements
7 of the PAGA.

8 3. Notice to Settlement Class Members and PAGA Employees.

9 a. Notice By First-Class Mail. Within 14 days after receipt of the
10 Employee List, the Settlement Administrator shall mail the Class Notice to the Settlement Class
11 and PAGA Employees via first-class regular U.S. mail. The Settlement Class will have 60 days
12 from the mailing of the Class Notice to opt-out of or object to the Class Settlement. Prior to
13 mailing, the Settlement Administrator will perform a search based on the National Change of
14 Address Database information to update and correct for any known or identifiable address changes
15 and, if necessary, perform reasonable skip-tracing efforts to locate persons in the Settlement Class
16 and PAGA Employees. If a new address is obtained by way of a returned Class Notice, the
17 Settlement Administrator shall promptly forward the original Class Notice to the updated address
18 via first-class regular U.S. mail indicating on the original Class Notice the date of such re-mailing.

19 b. Delivery of the Employee List. Within 21 days of entry of the
20 preliminary approval order of this Settlement, Defendants will provide the Employee List to the
21 Settlement Administrator, which shall be used solely for the administration of this Settlement and
22 for no other purpose, and shall not be shared with any persons or entity not employed by the
23 Settlement Administrator and working on the administration of this Settlement. Because sensitive
24 personal information is included in the Employee List, the Settlement Administrator shall maintain
25 the Employee List securely and in confidence. Access to such Employee List shall be limited to
26 employees of the Settlement Administrator with a need to use the Employee List for
27 administration of the Settlement. In the event that the Settlement Agreement is not finally
28 approved by the Court, or if it is in any way altered or disapproved on appeal, the Settlement

1 Administrator shall not thereafter use the Employee List, and shall destroy any and all copies or
2 versions of it (including any in electronic form).

3 c. Notice Satisfies Due Process. Compliance with the notice
4 procedures specified in this Settlement Agreement shall constitute due and sufficient notice to the
5 Settlement Class and PAGA Employees of this Settlement and shall satisfy the requirements of
6 due process. Nothing else shall be required of, or done by, the Parties, Class Counsel or
7 Defendants' Counsel to provide notice of the proposed Settlement. In the event the procedures in
8 this Settlement Agreement are followed and the intended recipient of a Class Notice still does not
9 receive the Class Notice, the intended recipient shall be a Settlement Class Member and will be
10 bound by all the terms of the Settlement and the Final Approval entered by the Court if the
11 Settlement becomes effective.

12 4. Objections or Exclusions.

13 a. Procedure for Objecting. The Class Notice shall provide that
14 Settlement Class Members who wish to object to the Settlement should submit to the Settlement
15 Administrator a written statement objecting to the Settlement no later than sixty (60) days after the
16 date the Class Notice is first mailed (the "Objection/Exclusion Deadline Date"). Any person in the
17 Settlement Class who submits a valid request for exclusion may not object to the Settlement. No
18 PAGA Employee may object, opt out, or otherwise be excluded from the PAGA Settlement, as no
19 such right exists under the law. The Parties will be permitted to respond in writing to such
20 objections prior to the Court's ruling on the same.

21 b. Procedure for Requesting Exclusion. The Class Notice shall provide
22 that any person in the Settlement Class who wishes to exclude themselves from the Settlement
23 Class must submit a signed, written statement requesting exclusion from the Settlement Class on
24 or before the Objection / Exclusion Deadline Date. The opt-out request should state in substance,
25 words to the effect:

26 "I wish to opt out of the class action Settlement Class in *Leticia*

27 *Martinez, et al. v. Curative Inc., et al.* Case No. 21STCV20778. I

1 understand that I will still remain in the PAGA Settlement because I
2 cannot object or exclude myself from the PAGA Settlement.”

3 (1) Such written request for exclusion must contain the name, address,
4 telephone number and last four digits of Social Security number of the person requesting
5 exclusion, must be returned by mail to the Settlement Administrator at the specified address, must
6 be personally signed by the person seeking exclusion, and must be postmarked on or before the
7 Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope
8 shall be the exclusive means used to determine whether a request for exclusion has been timely
9 submitted. If the postmark is illegible then the request for exclusion must arrive within three (3)
10 days after the Objection/Exclusion Deadline Date to be considered timely.

11 (2) Any person who opts out of the Settlement Class will not be entitled
12 to any recovery under the Class Settlement and will not be bound by the Settlement as it relates to
13 the Class Settlement or have any right to object, appeal or comment in court on the Class
14 Settlement. Persons in the Settlement Class who do not submit a valid and timely request for
15 exclusion on or before the Objection/Exclusion Deadline Date shall be Settlement Class Members
16 and shall be bound by all terms of the Settlement and any final judgment entered in these actions if
17 the Settlement is approved by the Court.

18 c. A PAGA Employee will not have the opportunity to opt out of, or
19 object to, the PAGA Settlement and release of the PAGA claims set forth in this Settlement
20 Agreement.

21 d. No Solicitation of Settlement Objections or Exclusions. The Parties
22 agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the
23 Parties or their counsel seek to directly or indirectly solicit or otherwise encourage the Settlement
24 Class to submit written objections to the Settlement or requests for exclusion from the Class
25 Settlement, or appeal from the Court’s final judgment.

26 5. Workweek Disputes. Settlement Class Members and PAGA Employees
27 may dispute their workweeks and pay periods if they believe they were employed for more
28 workweeks or pay periods in the Class Settlement Period or PAGA Settlement Period than stated

1 on their Class Notice. Settlement Class Members may do this by submitting information to the
2 Settlement Administrator in writing no later than the Objection/Exclusion Deadline Date. The
3 Settlement Administrator will jointly work with Class Counsel and Defendants' Counsel to
4 resolve the dispute in good faith. If the Parties cannot agree on the workweeks and pay periods to
5 be credited to that Settlement Class Member, the Court shall make the final decision based on the
6 information presented by the Settlement Class Member and the Parties.

7 6. Certification Reports by the Settlement Administrator.

8 a. The Settlement Administrator will, on a weekly basis during and for
9 a reasonable period following distribution of the Class Notice, provide updates to Class Counsel
10 and Defendants' Counsel as to the number of persons in the Settlement Class who submitted (i)
11 valid opt-out requests for exclusions; and (ii) objections. All written objections shall be provided
12 to the Parties' counsel within 2 days of receipt by the Settlement Administrator. To the extent
13 practicable, the weekly updates shall also provide updated data on the extent of Class Notices that
14 are returned undeliverable and any re-mailing efforts.

15 b. Within ten (10) calendar days after the Objection/Exclusion
16 Deadline Date, the Settlement Administrator will prepare a declaration to be provided to Class
17 Counsel and Defendants' Counsel for filing in support of Named Plaintiffs' motion for final
18 approval attesting to the following: (i) its mailing efforts regarding the Class Notice; (ii) its receipt
19 of any valid and timely requests for exclusion, and its inability to deliver the Class Notice to
20 persons in the Settlement Class or PAGA Employees, if any; (iii) the number of Settlement Class
21 Members; (iv) the highest estimated Class Member Payment and PAGA Employee portion of the
22 PAGA Payment, along with the estimated average Class Member Payment and PAGA Employee
23 portion of the PAGA Payment. The Settlement Administrator will also prepare and submit to
24 Class Counsel and Defendants' Counsel for filing in support of the motion any supplemental
25 declaration as applicable.

26 7. Right of Defendants to Reject Settlement.

27 a. Option to Void Settlement. If, after the Objection/Exclusion
28 Deadline Date, the number of persons in the Settlement Class who have timely submitted requests

1 for exclusion totals more than 2.5 percent of the Settlement Class, any Defendant may, in its sole
2 discretion, terminate the Settlement Agreement. The Defendant who terminates the Settlement
3 will be responsible for all settlement administration costs incurred to the date of termination. If
4 more than one Defendant terminates the Settlement, they shall equally share the costs of
5 settlement administration incurred to the date of termination. In order to exercise this option, the
6 Defendant(s) must notify Class Counsel in writing within 15 days after the later of the
7 Objection/Exclusion Deadline Date, or of learning in writing from the Settlement Administrator
8 that the number of persons in the Settlement Class who have timely submitted requests for
9 exclusion total in number more than 2.5 percent of the Settlement Class.

10 b. At the November 3, 2021 mediation, Defendants represented that
11 from January 1, 2020 to November 3, 2021, there were approximately 83,500 workweeks and
12 65,500 pay periods. Within fifteen (15) days of receipt of the Employee List, the Settlement
13 Administrator shall calculate and provide to all Parties the number of workweeks between January
14 1, 2020 to November 3, 2021. If the stated workweeks or pay periods exceed 10% of Defendants'
15 mediation estimate, the Gross Settlement Amount shall be increased automatically in proportion to
16 the workweek or pay period value in excess of the 10% (i.e., if the workweeks or pay periods
17 exceed 11% of this estimate, the Settlement shall be increased by 1%).

18 c. Nullification of Settlement Agreement. In the event: (i) the Court
19 does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement as
20 provided herein; (iii) the Court does not enter a final judgment as provided herein which becomes
21 final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not become
22 final for any other reason, this Settlement Agreement shall be null and void and any order or
23 judgment entered by the Court in furtherance of this Settlement shall be treated as void ab initio.
24 In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to
25 their respective statuses as of the date and time immediately prior to the execution of this
26 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
27 been executed, except that any fees already incurred by the Settlement Administrator shall be
28 borne equally by the Parties. In the event an appeal is filed from the Court's final judgment, or

1 any other appellate review is sought prior to the Effective Date, administration of the Settlement
2 shall be stayed pending final resolution of the appeal or other appellate review.

3 8. Final Approval Hearing and Entry of Final Judgment.

4 a. Upon expiration of the Objection/Exclusion period, with the Court's
5 permission, a Final Approval hearing shall be conducted to determine final approval of the
6 Settlement along with the amount properly payable for (i) the Fees Award and Costs Award, (ii)
7 Named Plaintiffs Enhancement Awards, (iii) Settlement Administrator's Expenses, and (iv) Class
8 Member Payments; and (v) the PAGA Payments. Upon final approval of the Settlement by the
9 Court at or after the Final Approval hearing, the Parties shall present a Proposed Final Judgment
10 (attached as Exhibit 3 hereto) to the Court for its approval. Class Counsel will be responsible for
11 drafting all documents necessary to obtain Final Approval, including the Final Judgment.

12 b. The Settlement Administrator shall keep counsel for the Parties
13 apprised of all distributions from the Qualified Settlement Account and upon completion of
14 administration of that portion of the Settlement, the Settlement Administrator shall provide written
15 certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

16 c. Upon completion of administration of the Settlement, the Settlement
17 Administrator shall provide written certification, under penalty of perjury, of such completion to
18 the Court and Class Counsel / Defendants' Counsel.

19 9. Administration Costs. All of Defendants' own legal fees, costs and
20 expenses incurred in the Lawsuits shall be borne by Defendants. As set forth above, claims
21 administration expenses will be paid from the Gross Settlement Amount. The Parties agree to
22 cooperate in the Settlement administration process and to make all reasonable efforts to control
23 and minimize the costs and expenses incurred in administration of the Settlement.

24 **IV. Other Provisions**

25 **A. Publicity.** The Parties agree that neither Named Plaintiffs nor Class Counsel shall
26 issue any press release or announcement of any kind related in any way to the Settlement. Named
27 Plaintiffs and Class Counsel agree that, prior to preliminary approval of the Settlement, they will
28 keep the terms of the Settlement confidential except for purposes of communicating with Named

1 Plaintiffs only. Named Plaintiffs shall be informed that the Settlement is confidential and shall be
2 advised to keep the Settlement confidential. From and after preliminary approval of the
3 Settlement, Named Plaintiffs and Class Counsel may: (1) as required by law; (2) as required
4 under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as
5 Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Named
6 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement,
7 whether oral, written or electronic (including the world wide web), to say the Lawsuits, the
8 Stewart Class Action, Stewart PAGA Action, Belnavis Class Action, Belnavis PAGA Action, and
9 Martinez Action have been resolved and that Named Plaintiffs and Class Counsel are satisfied
10 with the terms of the Settlement. Class Counsel shall not, at any time, advertise or mention the
11 terms of the Settlement on personal or firm website(s); shall not discuss the terms of the
12 Settlement with media, general public, or issue press releases; and shall limit any statements
13 regarding the terms of the Settlement to that information that is publicly available. Nothing in this
14 Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully
15 discharge their duties as Class Counsel, including but not limited to, communicating with
16 Settlement Class Members regarding the Settlement.

17 **B. Privacy of Documents and Information.** Named Plaintiffs and Class Counsel
18 agree that none of the documents and information provided to them by Defendants shall be used
19 for any purpose (including in any other litigation) other than settlement of the Lawsuits.

20 **C. No Admission By the Released Parties.**

21 1. The Released Parties, including Defendants, deny any and all claims alleged
22 in the Lawsuits and deny any and all wrongdoing whatsoever. This Settlement Agreement is not a
23 concession or admission, and shall not be used against Defendants or any of the Released Parties
24 as an admission or indication with respect to any claim of any fault, concession or omission by
25 Defendants or any of the Released Parties. Whether or not the Settlement is finally approved,
26 neither the Settlement, nor any document, statement, proceeding or conduct related to this
27 Settlement Agreement, nor any reports or accounts thereof, shall in any event be: (1) construed as,
28 offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse

1 to the Released Parties, including, but not limited to, evidence of a presumption, concession,
2 indication or admission by any of the Released Parties of any liability, fault, wrongdoing,
3 omission, concession or damage; or (2) disclosed, referred to or offered or received in evidence
4 against any of the Released Parties, in any further proceeding in the Lawsuits, or any other civil,
5 criminal or administrative action or proceeding, except for purposes of settling the Lawsuits
6 pursuant to this Settlement Agreement.

7 2. The Released Parties, including Defendants, shall have the right to use this
8 Settlement, including the Releases set forth above, to defend against any claims asserted by or on
9 behalf of the Settlement Class, PAGA Employees, or the LWDA, that are encompassed within the
10 Releases, whether such claims are asserted in the Lawsuits or any other lawsuit.

11 **D. Exhibits and Headings.** The terms of this Settlement Agreement include the terms
12 set forth in any attached Exhibits 1-3, which are incorporated by this reference as though fully set
13 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.
14 The descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted
15 for convenience of reference only and do not constitute a part of this Settlement Agreement.

16 **E. Interim Stay of Proceedings.** The Parties agree to hold all proceedings in the
17 Lawsuits, except such proceedings necessary to implement and complete the Settlement, in
18 abeyance pending the Final Approval hearing to be conducted by the Court.

19 **F. Amendment or Modification.** This Settlement Agreement may be amended or
20 modified only by a written instrument signed by all Parties or their successors-in-interest.
21 Notwithstanding the foregoing, to comply with Court ordered modifications that are not material,
22 counsel shall be authorized to enter into amendments on behalf of their Clients, provided that they
23 advise their clients of the Court-ordered non-material changes.

24 **G. Entire Agreement.** This Settlement Agreement and any attached Exhibits
25 constitute the entire agreement among these Parties with respect to resolution of the Lawsuits. To
26 the extent there are any other oral or written agreements relating to the subject matter of this
27 Settlement Agreement, this Settlement Agreement, upon its full execution, controls and
28 supersedes all such agreements. No oral or written representations, warranties or inducements

1 have been made to any Party concerning this Settlement Agreement or its Exhibits other than the
2 representations, warranties and covenants contained and memorialized in this Settlement
3 Agreement and any attached Exhibits.

4 **H. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
5 warrant and represent they are expressly authorized by the Parties whom they represent and who
6 are signing this Settlement Agreement, to negotiate this Settlement Agreement and to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
8 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
9 terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other
10 and use their best efforts to effect the implementation of the Settlement.

11 **I. Binding on Successors and Assigns.** This Settlement Agreement shall be binding
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
13 defined.

14 **J. California Law Governs.** All terms of this Settlement Agreement and the
15 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
16 California.

17 **K. Counterparts.** This Settlement Agreement may be executed in one or more
18 counterparts. All executed counterparts, including electronic (e.g., DocuSign), facsimile, and
19 scanned copies of the signature page, will be deemed to be one and the same instrument.

20 **L. This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
21 Settlement is a fair, adequate and reasonable settlement of the Lawsuits and have arrived at this
22 Settlement in arms-length negotiations, taking into account all relevant factors, present and
23 potential. This Settlement was reached after extensive negotiations and mediation with a well-
24 renowned class action mediator.

25 **M. Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation,
26 implementation and enforcement of the terms of this Settlement Agreement and all orders and
27 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
28 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement

1 embodied in this Settlement Agreement and all orders and judgments entered in connection
2 therewith.

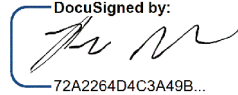
3 **N. Cooperation and Drafting.** Each of the parties has cooperated in the drafting and
4 preparation of this Settlement Agreement. Hence, in any construction made to this Settlement
5 Agreement, the same shall not be construed against any of the Parties.

6 **O. Invalidity of Any Provision.** Before declaring any provision of this Settlement
7 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
8 extent possible consistent with applicable precedents so as to define all provisions of this
9 Settlement Agreement valid and enforceable. Should the Court deem any clause or provision of
10 this Agreement be invalid, illegal, or unenforceable, it shall first attempt to modify or reform it as
11 minimally necessary to be valid, lawful, and enforceable.

12 **P. Named Plaintiff General Release Remains Effective.** Named Plaintiffs agree to
13 sign this Settlement Agreement, and by signing this Settlement Agreement are bound by the terms
14 herein stated upon final approval, including without limitation the general release set forth above.
15 Named Plaintiffs shall retain their rights to participate as Settlement Class Members under this
16 Settlement Agreement, and agree that they may not opt out of the Settlement Class.

AGREED AND UNDERSTOOD:

Dated: 3/15/2022

DocuSigned by:

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By: Plaintiff Precious M. Stewart

Dated:

By: Plaintiff Briana Belnavis

Dated:

By: Plaintiff Leticia Martinez

DEFENDANT YOH SERVICES, LLC

Dated:

By: Lisa Cooney
General Counsel

DEFENDANT DAY & ZIMMERMANN
INTERNATIONAL, INC.

Dated:

By: Lisa Cooney
General Counsel

DEFENDANT CURATIVE LABS, INC.

Dated:

By: Ryan L. Souders
General Counsel

DEFENDANT CURATIVE INC.

Dated:

By: Ryan L. Souders
General Counsel

APPROVED AS TO FORM

PLAINTIFF PRECIOUS M. STEWART

Dated: March 16, 2022


Kane Moon Esq., Allen Feghali, Esq.
Moon & Yang, APC

AGREED AND UNDERSTOOD:

Dated: _____

By: _____
Plaintiff Precious M. Stewart

Dated: March 16, 2022

By: 
Plaintiff Briana Belnavis

Dated: _____

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Plaintiff Leticia Martinez

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Kane Moon, Esq.
Moon & Yang, APC

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Dated: March 16, 2022

PLAINTIFF BRIANA BELNAVIS

Joseph Lavi
871E0169FCF244D...

Joseph Lavi, Esq.
Lavi & Ebrahimian, LLP

PLAINTIFF LETICIA MARTINEZ

Dated: _____

Craig J. Ackermann
Ackermann & Tilajef, P.C.

YOH SERVICES LLC AND DAY & ZIMMERMAN
INTERNATIONAL, INC.

Dated: _____

Sarah Zenewicz
Morgan, Lewis & Bockius LLP

CURATIVE LABS, INC. AND CURATIVE INC.

Dated: _____

Babak G. Yousefzadeh
Sheppard, Mullin, Richter & Hampton LLP

AGREED AND UNDERSTOOD:

Dated: _____

By: _____
Plaintiff Precious M. Stewart

Dated: _____

By: _____
Plaintiff Briana Belnavis

Dated: 3/15/2022 | 10:10 PM PDT

By:  _____
Plaintiff Leticia Martinez

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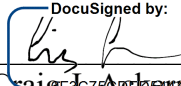
1 Dated: _____

PLAINTIFF BRIANA BELNAVIS

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3 _____
4 Joseph Lavi, Esq.
Lavi & Ebrahimian, LLP

5 PLAINTIFF LETICIA MARTINEZ

6 Dated: 3/15/2022 | 11:46 AM PDT

DocuSigned by:
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8 Craig J. Ackermann
Ackermann & Tilajef, P.C.

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15 Dated: _____

By: _____
Lisa Cooney
General Counsel

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17 DEFENDANT CURATIVE LABS, INC.

18 Dated: 3/14/2022

By: _____
DocuSigned by:
Ryan L. Souders
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Ryan L. Souders
General Counsel

19
20 DEFENDANT CURATIVE INC.

21 Dated: 3/14/2022

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Ryan L. Souders
General Counsel

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23
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27 Kane Moon, Esq.
Moon & Yang, APC

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Lavi & Ebrahimian, LLP

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Craig J. Ackermann
Ackermann & Tilajef, P.C.

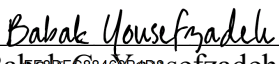
YOH SERVICES LLC AND DAY & ZIMMERMAN
INTERNATIONAL, INC.

Dated: _____

Sarah Zenewicz
Morgan, Lewis & Bockius LLP

CURATIVE LABS, INC. AND CURATIVE INC.

Dated: 3/14/2022

DocuSigned by:


Babak G. Yousefzadeh
Sheppard, Mullin, Richter & Hampton LLP

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Plaintiff Precious M. Stewart

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Plaintiff Briana Belnavis

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By: _____
Plaintiff Leticia Martinez

DEFENDANT YOH SERVICES, LLC

Dated: 3/21/2022

By: 
Lisa Cooney
General Counsel

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INTERNATIONAL, INC.

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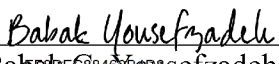
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15 CURATIVE LABS, INC. AND CURATIVE INC.

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LIST OF EXHIBITS

- 1. Class Notice
- 2. Proposed Preliminary Approval Order
- 3. Proposed Final Judgment