

BIBIYAN LAW GROUP, P.C.

David D. Bibiyon (SBN 287811)
david@tomorrowlaw.com
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, BRENDA L. SINGER, on
behalf of herself and all others similarly situated
and aggrieved

Evelyn Wang (SBN 273622)
Tiffanie de la Riva (SBN 309092) _
Davis Wright Tremaine LLP
865 S Figueroa Street, Suite 2400
Los Angeles, California 90017
Tel: (213) 633-8678
Fax: (213) 633-6899
Email: *evelynwang@dwt.com*
Email: *tiffaniedelariva@dwt.com*

Attorneys for Defendant, DESERT AREA RESOURCES AND TRAINING

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

BRENDA L. SINGER, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

DESERT RESOURCES AND TRAINING, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: BCV-21-101093

[Assigned to the Hon. Thomas S. Clark in
Dept.17]

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: May 13, 2021
Trial Date: None Set

This Joint Stipulation of Class Action and Representative Action Settlement
("Settlement" or "Agreement" or "Settlement Agreement") is made by and between plaintiff
Brenda L. Singer ("Plaintiff") individually and on behalf of the Settlement Class and the State of
California, as a private attorney general, on the one hand; and defendant Desert Area Resources
and Training ("DART" or "Defendant"), on the other hand, in the lawsuit entitled *Singer v.*
Desert Area Resources and Training, filed in Kern County Superior Court, Case No. BCV-21-

101093 (the “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Action” means *Singer v. Desert Resources and Training* filed in Kern County Superior Court, Case No. BCV-21-101093.

B. “Aggrieved Employees” means Class Members who were employed by Defendant in California at any time during the PAGA Period.

C. “Class Counsel” means: David D. Bibiyan of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “Class Period” means the period from May 13, 2017 through April 15, 2022, unless as modified under Paragraph 17 below..

E. “Court” means the Superior Court of the State of California for the County of Kern.

F. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment if no objections are filed; (2) if there is an objector, and objections are filed and overruled, and no appeal is taken, then 65 days after entry of Final Approval and Judgment; or (3) to the extent any appeals have been filed, then 20 days after the appeal is dismissed or after an appellate decision affirming the Judgment becomes final and non-appealable.

G. “Defendant” means Desert Area Resources and Training.

H. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

I. “General Release” means the broader release of claims by Plaintiff, which is in addition to Plaintiff’s limited release of claims as a Participating Class Member.

1 **J. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Two
2 Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00),¹ which shall be paid by
3 Defendant, from which all payments for the Individual Settlement Payments to Participating
4 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
5 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
6 PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
7 which shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount.

8 **K. “Individual PAGA Payment”** means a payment made to an Aggrieved
9 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
10 Individual Settlement Share if he or she is also a Participating Class Member.

11 **L. “Individual Settlement Payment”** means a payment to a Participating Class
12 Member of his or her net share of the Net Settlement Amount.

13 **M. “Individual Settlement Share”** means the gross amount of the Net Settlement
14 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks
15 that he or she worked as a Settlement Class Member during the Class Period if he or she does not
16 submit a timely and valid Request for Exclusion.

17 **N. “LWDA Payment”** means the payment to the State of California Labor and
18 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
19 amount allocated toward penalties under the Labor Code Private Attorneys’ General Act
20 (“PAGA”) all of which is to be paid from the Gross Settlement Amount. The Parties have agreed
21 that Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated toward PAGA
22 penalties, of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the
23 LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will
24 be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for
25 Defendant as a non-exempt employee in California during the PAGA Period (*i.e.*, the PAGA
26 Payment).

27
28

¹ As the same may be increased in accordance with Paragraph 17, below.

1 **O. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
2 that is available for distribution to the Participating Class Members after deductions for the Court-
3 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
4 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
5 Payment, and the PAGA Payment.

6 **P. “Operative Complaint” or “Complaint”** means the First Amended Complaint
7 filed with the Court in *Singer v. Desert Resources and Training* filed in Kern County Superior
8 Court, Case No. BCV-21-101093.

9 **Q. “PAGA Payment** is the 25% portion of the Twenty Thousand Dollars and Zero
10 Cents (\$20,000.00) that is allocated toward PAGA penalties (Five Thousand Dollars and Zero
11 Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
12 Workweeks worked as non-exempt employees in California during the PAGA Period, which
13 would be in addition to their Individual Settlement Share if they are Participating Class Members.

14 **R. “PAGA Period”** means the period from May 13, 2020 through April 15, 2022.

15 **S. “Participating Class Members”** means all Settlement Class Members who do
16 not submit a timely and valid Request for Exclusion.

17 **T. “Participating Individual Settlement Share”** means the gross amount of the Net
18 Settlement Amount that a Participating Class Member is eligible to receive based on the number
19 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
20 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
21 may be entitled if he or she is also an Aggrieved Employee.

22 **U. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
23 Plaintiff Brenda L. Singer.

24 **V. “Preliminary Approval Date”** means the date on which the Court enters an
25 Order granting preliminary approval of the Settlement.

26 **W. “Released Parties”** shall mean Defendant and each of its past, present, and future
27 respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored
28 employee benefit plans of any nature and all affiliated successors and predecessors in interest,

1 including all of their affiliates, parents, agents, employees, members, investors, partners, owners,
2 directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and
3 assigns

4 **X. “Response Deadline”** means the deadline for Settlement Class Members to mail
5 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
6 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
7 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
8 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
9 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
10 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
11 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
12 Workweek Dispute was submitted by the Response Deadline.

13 **Y. “Request for Exclusion”** means a written request to be excluded from the
14 Settlement Class pursuant to Paragraph 9(C) below.

15 **Z. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
16 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
17 will be paid out of the Gross Settlement Amount.

18 **AA. “Settlement Administration Costs”** means all costs incurred by the Settlement
19 Administrator in administration of the Settlement, including, but not limited to, the distribution
20 of the Class Notice to the Settlement Class in English and Spanish, calculating Individual
21 Settlement Shares, Individual Settlement Payments, Individual PAGA Payments, and
22 Participating Individual Settlement Shares, as well as associated taxes and withholdings,
23 providing declarations, generating Individual Settlement Payment checks and related tax
24 reporting forms, doing administrative work related to unclaimed checks, transmitting payment to
25 Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement of
26 litigation costs and expenses, to Plaintiff for her Service Award, and to the LWDA for the LWDA
27 Payment, providing weekly reports of opt-outs, objections and related information, and any other
28 actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms

1 of this Agreement. The Settlement Administration Costs are estimated not to exceed \$10,000.00.
2 If the actual amount of the Settlement Administration Costs is less than \$10,000.00, the
3 difference between \$10,000.00 and the actual Settlement Administration Costs shall be a part of
4 the Net Settlement Amount. If the Settlement Administration Costs exceed \$10,000.00 then such
5 excess will be paid solely from the Gross Settlement Amount and Defendant will not be
6 responsible for paying any additional funds in order to pay these additional costs.

7 **BB. “Settlement Administrator”** means the Third-Party Administrator mutually
8 agreed upon by the Parties that will be responsible for the administration of the Settlement
9 including, without limitation, duties set forth in paragraph 1.AA. and related matters under this
10 Agreement.

11 **CC. “Settlement Class” or “Settlement Class Members” or “Class Members”**
12 means all current and former non-exempt employees who were employed by Defendant in
13 California at any time during the Class Period.

14 **DD. “Workweeks”** means the number of weeks that a Settlement Class Member was
15 employed by and worked for the Defendant in a non-exempt position during the Class Period in
16 California, based on hire dates, re-hire dates, termination dates.

17 **2. BACKGROUND**

18 **A.** On May 13, 2021, Plaintiff filed with the LWDA and served on Defendant a notice
19 under Labor Code section 2699.3 stating Plaintiff intended to serve as an agent of the LWDA to
20 recover civil penalties under PAGA for Aggrieved Employees for various alleged Labor Code
21 violations (“PAGA Notice”).

22 **B.** Also on May 13, 2021, Plaintiff filed a putative wage-and-hour class action
23 complaint in the Action (“Class Action”) alleging that, during the Class Period, Defendant, as it
24 pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages;
25 (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest
26 periods or compensation in lieu thereof; (5) failed to pay wages due and owing at the time of
27 separation from employment; (6) failed to issue accurate and compliant wage statements; (7)
28 failed to timely pay wages; and (8) engaged in unfair competition.

1 **C.** On January 18, 2022, after sixty-five (65) days had passed without any action by
2 the LWDA with respect to the alleged labor code violations in the PAGA Notice, Plaintiff filed
3 a separate representative action in Kern County Superior Court, Case No. BCV-22-100153
4 (“PAGA Action”) seeking PAGA civil penalties against Defendant for the labor code violations
5 alleged in the PAGA Notice.

6 **D.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
7 an early mediation, in which Plaintiff was provided with, among other things: (1) 25% sampling
8 of time and payroll records of the estimated 288 putative class members; (2) data points for the
9 putative class including rates of pay, hire dates, and termination dates; (3) Defendant’s
10 employment policies; and (4) all documents pertaining to Plaintiff in Defendant’s custody,
11 possession, or control.

12 **E.** On February 15, 2022, the Parties participated in a full-day mediation with neutral
13 Gig Kyriacou, Esquire, a well-regarded mediator experienced in mediating wage and hour class
14 action and PAGA matters. With the aid of the mediator’s evaluation, the Parties reached the
15 Settlement to resolve the Action. As part of the Settlement, the Parties agreed to stipulate to the
16 filing of a First Amended Complaint in the Class Action, to include all allegations brought in the
17 PAGA Action, thereby effectively consolidating the PAGA Action into the Class Action . On
18 April 8, 2022, Plaintiff filed the First Amended Complaint in the Action, incorporating the PAGA
19 Action into the Class Action. Plaintiff also filed a Request for Dismissal of the PAGA Action,
20 and the Clerk of Court entered dismissal of the PAGA Action on April 27, 2022.

21 **F.** Class Counsel has conducted significant investigation of the law and facts relating
22 to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement
23 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
24 taking into account the sharply contested issues involved, the expense and time necessary to
25 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
26 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
27 learned through informal discovery regarding Plaintiff’s allegations, and the substantial benefits
28 to be received by Settlement Class Members.

1 **G.** Defendant has concluded that, because of the substantial expense of defending
2 against the Action, the length of time necessary to resolve the issues presented herein, the
3 inconvenience involved, and the concomitant disruption to its operations and services to the
4 community, it is in its best interest to accept the terms of this Agreement. Defendant denies each
5 of the allegations and claims asserted against it in the Action and the PAGA Notice. However,
6 Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden,
7 expense and uncertainty of continuing litigation and for the purpose of putting to rest the
8 controversies engendered by the Action.

9 **H.** This Agreement is intended to and does effectuate the full, final, and complete
10 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
11 PAGA Released Claims of Plaintiff and to the fullest extent permitted by law, of the State of
12 California and Aggrieved Employees.

13 **3. JURISDICTION**

14 The Court has jurisdiction over the Parties and the subject matter of the Action. The
15 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
16 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
17 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
18 pursuant to California Rule of Court, rule 3.769, subdivision (h).

19 **4. STIPULATION OF CLASS CERTIFICATION**

20 The Parties stipulate to the certification of the Settlement Class under this Agreement for
21 purposes of settlement only.

22 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

23 The Parties hereby stipulate to the filing of a First Amended Complaint in the Class
24 Action that includes all of the allegations in the PAGA Action. On April 8, 2022, Plaintiff filed
25 the First Amended Complaint in the Action, thereby effectively consolidating all allegations in
26 the PAGA Action into the Class Action. Plaintiff filed a Request for Dismissal of the PAGA
27 Action, and the Clerk of Court entered dismissal of the PAGA Action on April 27, 2022.

1 After full execution of this Agreement, Plaintiff will move for an order granting
2 preliminary approval of the Settlement, approving and directing the mailing of the proposed
3 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
4 certifying the Settlement Class for settlement purposes only, and approving the deadlines
5 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
6 Objections. If and when the Court preliminarily approves the Settlement, and after
7 administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval
8 Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a
9 Judgment in line with this Settlement. The Parties may both respond to any Objections lodged
10 to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

11 The Parties hereby expressly agree that whether or not the Court finally approves the
12 Settlement, Plaintiff’s allegations from the PAGA Action will be effectively consolidated into
13 the Class Action, will relate back to the date on which Plaintiff filed the PAGA Action, and
14 Defendant will be estopped from making any argument that there is any adverse effect on the
15 statute of limitations caused by Plaintiff’s dismissal of the PAGA Action without prejudice to
16 effectuate this consolidation.

17 **6. STATEMENT OF NO ADMISSION**

18 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
19 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
20 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims
21 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
22 in the event that this Agreement is not approved by the Court, or any appellate court, is
23 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
24 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
25 PAGA Notice, and Defendant will not be deemed to have waived, limited, or affected in any way
26 any of its objections or defenses in the Action and the PAGA Notice. The Parties shall be restored
27 to their respective positions in the Action prior to the entry of this Settlement.

28 **7. RELEASE OF CLAIMS**

1 **A. Release by All Participating Class Members.**

2 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
3 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
4 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
5 all Participating Class Members release all claims against the Released Parties asserted in the
6 Operative Complaint filed in the Action, and any and all claims reasonably related to or arising
7 out of the factual allegations pled in the Operative Complaint arising during the Class Period,
8 including all claims that have been or could have been pled as wage and hour violations and
9 related penalties and interest under California law reasonably related to or arising out of the
10 factual allegations in the Operative Complaint (the "Class Released Claims"). For the duration
11 of the Class Period, the Class Released Claims include, for Participating Class Members: (a) all
12 claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all
13 claims for failure to provide compliant meal periods, or compensation in lieu thereof; (d) all
14 claims for failure to provide compliant rest periods, or compensation in lieu thereof (e) all claims
15 for the failure to timely pay wages upon termination or resignation from employment; (f) all
16 claims for non-compliant wage statements; (g) all claims for failure to timely pay wages; and (h)
17 all claims asserted through California Business & Professions Code section 17200, *et seq.* arising
18 out of the Labor Code violations referenced in the Complaint. Plaintiff and all Participating Class
19 Members will release Defendant and the Released Parties from all remedies that could be claimed
20 in connection with the Class Released Claims including but not limited to, statutory,
21 constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest,
22 attorneys' fees, litigation costs, restitution, and equitable relief. For Aggrieved Employees, and,
23 to the fullest extent permitted by law, the State of California, the release includes for the duration
24 of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative
25 Complaint, for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
26 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200,
27 201, 201.3, 202, 203, 204, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 432, 510, 512,
28 1102.5, 1174, 1194, 1194.2, 1197, 1197.5, 1181.12, 1198.5, 2802, 2810.5, 6401, 6402, 6403, and

6409.6 (the “PAGA Released Claims”). The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the fullest extent permitted by law, the State of California) arising outside of the PAGA Period. The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”.

B. General Release.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement, except for any and all other claims that may not be released as a matter of law through this Agreement. Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, she shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

8. SETTLEMENT ADMINISTRATOR

1 A. Plaintiff and Defendant, through their respective counsel, have selected ILYM
2 Group, Inc. to administer the Settlement, which includes but is not limited to distributing and
3 responding to inquiries about the Class Notice and calculating all amounts to be paid from the
4 Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently
5 estimated to be \$10,000.00 will be paid from the Gross Settlement Amount. If the actual amount
6 of the Settlement Administration Costs is less than \$10,000.00, the difference between
7 \$10,000.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement
8 Amount. If the Settlement Administration Costs exceed \$10,000.00, then such excess will be
9 paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying
10 any additional funds in order to pay these additional costs.

11 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
12 **PROCESS**

13 **A. Notice to the Settlement Class Members**

14 (1) Within ten (10) business days after the Preliminary Approval Date,
15 Defendant's Counsel shall provide the Settlement Administrator with information with respect
16 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
17 currently in Defendant's possession, custody, or control; (3) last known telephone number(s)
18 currently in Defendant's possession, custody, or control; (4) last known Social Security
19 Number(s) in Defendant's possession, custody, or control; and (5) the dates of employment in a
20 non-exempt position (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s))
21 for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform
22 an address search using the United States Postal Service National Change of Address ("NCOA")
23 database and update the addresses contained on the Class List with the newly-found addresses,
24 if any. Within seven (7) calendar days of receiving the Class List from Defendant, the Settlement
25 Administrator shall mail the Class Notice to the Settlement Class Members via first-class regular
26 U.S. Mail using the most current mailing address information available. The Settlement
27 Administrator shall maintain the Class List and digital copies of all the Settlement
28

1 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at
2 least four (4) years from the Final Approval Date.

3 (2) The Class Notice will set forth:

- 4 (a) the Settlement Class Member's estimated Individual
5 Settlement Payment and Individual PAGA Payment,
6 and the basis for each;
- 7 (b) the information required by California Rule of Court,
8 rule 3.766, subdivision (d);
- 9 (c) the material terms of the Settlement;
- 10 (d) the proposed Settlement Administration Costs;
- 11 (e) the definition of the Settlement Class;
- 12 (f) a statement that the Court has preliminarily approved
13 the Settlement;
- 14 (g) how the Settlement Class Member can obtain
15 additional information, including contact information
16 for Class Counsel;
- 17 (h) information regarding opt-out and objection
18 procedures;
- 19 (i) the date and location of the Final Approval Hearing;
20 and
- 21 (j) that the Settlement Class Member must notify the
22 Settlement Administrator no later than the Response
23 Deadline if the Settlement Class Member disputes the
24 accuracy of the number of Workweeks as set forth on
25 his or her Class Notice ("Workweek Dispute"). If a
26 Settlement Class Member fails to timely dispute the
27 number of Workweeks attributed to him or her in
28 conformity with the instructions in the Class Notice,

then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections.

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file with Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the

1 Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection,
2 along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a
3 Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a
4 member of the Settlement Class and if the Court approves this Agreement, the Settlement Class
5 Member will be bound by the terms of the Settlement in the same way and to the same extent as
6 a Settlement Class Member who does not object. The date of mailing of the Class Notice to the
7 objecting Settlement Class Member shall be conclusively determined according to the records of
8 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
9 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
10 expense. Class Counsel and Defendant's Counsel may respond to any objection submitted to the
11 Settlement Administrator or lodged with the Court up to five (5) court days before the Final
12 Approval Hearing.

13 **C. Requesting Exclusion.**

14 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
15 Settlement by mailing a written request to be excluded from the Settlement ("Request for
16 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
17 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
18 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
19 statement: "Please exclude me from the Settlement Class in the *Singer v. Desert Area Resources*
20 *and Training* matter" or any statement of similar meaning standing for the proposition that the
21 Class Member does not wish to participate in the Settlement. The Settlement Administrator shall
22 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
23 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
24 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
25 Member who requests exclusion using this procedure will not be entitled to receive any payment
26 from the Settlement and will not be bound by the Settlement Agreement or have any right to
27 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
28 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound

1 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
2 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
3 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
4 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
5 Exclusion will control and the Objection will be overruled. Settlement Class Members who
6 worked during the PAGA Period as Aggrieved Employees and who submit a valid Request for
7 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
8 Payments, and will be bound by the release of the PAGA Released Claims.

9 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

10 Each Settlement Class Member may dispute the number of Workweeks attributed to him
11 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
12 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
13 Response Deadline. The Settlement Administrator shall immediately provide copies of all
14 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
15 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
16 and Class Counsel. The Settlement Administrator shall determine the eligibility for, and the
17 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
18 Settlement Administrator's determination of the eligibility for and amount of any Individual
19 Settlement Payment shall be binding upon the Class Members and the Parties. In the absence of
20 circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a
21 rebuttable presumption of accuracy. Any disputes not resolved by the Settlement Administrator
22 will be resolved by the Court under the laws of the State of California.

23 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
24 **PAGA PAYMENTS**

25 Individual Settlement Payments will be calculated and distributed to Participating Class
26 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
27 Members' respective number of Workweeks during the Class Period. Individual PAGA
28 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees

1 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
2 number of Workweeks during the PAGA Period. Specific calculations of the Individual
3 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
4 follows:

5 **A.** The Settlement Administrator will determine the total number of Workweeks
6 worked by each Settlement Class Member during the Class Period ("Class Member's
7 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
8 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
9 Administrator will determine the total number of Workweeks worked by each Aggrieved
10 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
11 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
12 ("PAGA Workweeks"). To determine each Settlement Class Member's Individual Settlement
13 Share, the

14 Settlement Administrator will use the following formula: Individual Settlement Share =
15 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

16 **B.** To determine each Participating Class Member's Participating Individual
17 Settlement Share, the Settlement Administrator will determine the aggregate number of
18 Workweeks worked by all Participating Class Members during the Class Period ("Participating
19 Class Workweeks") and use the following formula: Individual Settlement Share =
20 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
21 Amount.

22 **C.** The net amount of the Participating Individual Settlement Share is to be paid out
23 to Participating Class Members by way of check and is referred to as "Individual Settlement
24 Payment(s)".

25 **D.** To determine each Aggrieved Employee's Individual PAGA Payment, the
26 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
27 PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) × \$5,000.00 (the
28 PAGA Payment).

1 **E.** Individual Settlement Payments and Individual PAGA Payments shall be paid
2 to Participating Class Members and/or Aggrieved Employees by way of check. When a
3 Participating Class Member is also an Aggrieved Employee, one check may be issued that
4 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

5 **11. DISTRIBUTION OF PAYMENTS**

6 **A. Distribution of Individual Settlement Payments.**

7 Participating Class Members will receive an Individual Settlement Payment and
8 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
9 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
10 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
11 calendar days after expiration of the 180-day period, checks for such payments shall be
12 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
13 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
14 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
15 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
16 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Kern County. The
17 Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code
18 of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel
19 along with a proposed amended judgment that is consistent with the provisions of Code of Civil
20 Procedure section 384.

21 **B. Funding of Settlement.**

22 Defendant shall make payment of the Gross Settlement Amount (as the same may be
23 escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement
24 Administrator, pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
25 bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for
26 distribution in accordance with this Agreement and the Court’s Orders and subject to the
27 conditions described herein.

28 Defendant shall make payment to the Settlement Administrator of the Gross Settlement

1 Amount and Employer Taxes within seven (7) calendar days of the Final Approval Date or by
2 February 15, 2023, whichever is later. In the event that Defendant has not paid the Gross
3 Settlement Amount and Employer Taxes by February 15, 2023 (or within 7 calendar days of the
4 Final Approval Date, whichever is later), the Gross Settlement Amount shall be escalated to Two
5 Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00), which must be paid along with
6 Employer Taxes to the Settlement Administrator after the Final Approval Date but no sooner
7 than August 15, 2023 and no later than August 22, 2023 assuming the Final Approval Date has
8 occurred by August 22, 2023.

9 **C. Time for Distribution.**

10 Within seven (7) calendar days, or as soon thereafter as practicable, after payment of the
11 full Gross Settlement Amount and Employer Taxes by Defendant in a manner that complies with
12 Paragraph 11(B) of this Agreement, as described herein, the Settlement Administrator shall
13 distribute payments from the QSA for: (1) the Service Award to Plaintiff as specified in this
14 Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to
15 Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
16 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
17 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
18 Payments as specified in this Agreement and approved by the Court. The balance remaining
19 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
20 made to Participating Class Members, less applicable taxes and withholdings. All interest
21 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
22 Participating Class Members based on the number of Workweeks worked by them in the Class
23 Period.

24 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

25 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
26 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
27 11 of this Agreement, Paragraph 17 of this Agreement, or both, amounts to Eighty-Seven
28 Thousand, Five Hundred Dollars and Zero Cents (\$87,500.00). Class Counsel shall further apply

1 for, and Defendant shall not oppose, an application or motion by Class Counsel for
2 reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set
3 forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents
4 (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement
5 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain
6 Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein
7 includes, without limitation, all time and expenses expended by Class Counsel (including any
8 appeals therein). Should the Court approve attorneys' fees and/or litigation costs and expenses
9 in amounts that are less than the amounts provided for herein, then the unapproved portion(s)
10 shall be a part of the Net Settlement Amount.

11 **13. SERVICE AWARD TO PLAINTIFF**

12 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
13 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
14 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff
15 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
16 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
17 the unapproved portion(s) shall be a part of the Net Settlement Amount.

18 **14. TAXATION AND ALLOCATION**

19 a. Each Individual Settlement Share shall be allocated as follows: 10% as wages (to
20 be reported on an IRS Form W2); and 90% as interest and penalties (to be reported on an IRS
21 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
22 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
23 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
24 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
25 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
26 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
27 be made pursuant to applicable state and/or local withholding codes or regulations.
28

1 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
2 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
3 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
4 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
5 set forth in this Section may be modified in a manner to bring Defendant into compliance with
6 any such changes.

7 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
8 the Gross Settlement Amount.

9 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
10 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
11 be relied upon as such within the meaning of United States Treasury Department Circular 230
12 (31 C.F.R. Part 10, as amended) or otherwise.

13 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

14 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
15 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
16 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
17 and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro*
18 *rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the
19 PAGA Period.

20 **16. COURT APPROVAL**

21 This Agreement is contingent upon an order by the Court granting Final Approval of the
22 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
23 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
24 shall be restored to their respective positions in the Action prior to entry of this Settlement, and
25 any fees already incurred by the Settlement Administrator shall be divided equally between
26 Plaintiff and Defendant. If this Settlement Agreement is voided, not approved by the Court or
27 approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its
28 terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders

when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

Defendant represents that there are an estimated 23,324 Workweeks worked during the period between May 13, 2017 through January 14, 2022. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 2,332 Workweeks, then: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 23,324 Workweeks multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 25,656. Defendant shall have the right to choose either of the two foregoing options and must notify Class Counsel of its choice within five (5) calendar days of being aware the number of Workweeks worked during the Class Period exceeds 25,656.

The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$250,000.00) by 23,324, which amounts to a Workweek Value of \$10.72. Thus, for example, should there be 26,500 Workweeks in the Class Period and Defendant chooses to not end the Class Period on the date the number of Workweeks reaches 25,656, the Gross Settlement Amount shall be increased by \$34,046.70. ((26,500 Workweeks – 23,324 Workweeks) x \$10.72 per Workweek.)

18. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR EXCLUSION

Defendant shall retain the right to nullify the Agreement in the event that more than 7% of Class Members submit timely and valid Requests for Exclusion. Defendant must provide written notice to Class Counsel of their withdrawal within ten (10) calendar days of receiving

1 sufficient information to determine that the opt out rate exceeds 7%. If Defendant exercises
2 this right, it shall be solely responsible for the costs incurred for settlement administration up
3 to the date of nullification.

4 **20. MISCELLANEOUS PROVISIONS**

5 **A. Interpretation of the Agreement.**

6 This Agreement constitutes the entire agreement between the Parties with respect to its
7 subject matter. Except as expressly provided herein, this Agreement has not been executed in
8 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
9 written representations or terms shall modify, vary or contradict its terms. In entering into this
10 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
11 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
12 enforced under the laws of the State of California, both in its procedural and substantive aspects,
13 without regard to its conflict of law provisions. Any claim arising out of or relating to the
14 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
15 Court of the State of California for the County of Kern, and Plaintiff and Defendant hereby
16 consent to the personal jurisdiction of the Court in the Action over it solely in connection
17 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
18 and each of them, participated in the negotiation and drafting of this Agreement and had available
19 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
20 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
21 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
22 by the Court.

23 **B. Further Cooperation**

24 The Parties and their respective attorneys shall proceed diligently to prepare and execute
25 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
26 necessary to consummate the Settlement as expeditiously as possible. Defendant agrees that they
27 will not oppose Plaintiff's motion for preliminary approval so long as Defendant agrees the
28 motion is consistent with the terms of this Agreement. Plaintiff's counsel agrees to aim to share

1 with Defendant's counsel a draft of the motion for preliminary approval and motion for final
2 approval as soon as practicable prior to filing each motion. The Parties agree that they will not
3 take any action inconsistent with this Agreement, including, without limitation, encouraging
4 Class Members to opt out of the Settlement. In the event the Court finds that any Party has taken
5 actions inconsistent with the Settlement, including, without limitation, encouraging Class
6 Members to opt out of the Settlement, the Court may take any corrective actions, including
7 enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing
8 (a) corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions
9 against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or
10 objections.

11 **C. Counterparts**

12 The Agreement may be executed in one or more actual or non-original counterparts, all
13 of which will be considered one and the same instrument and all of which will be considered
14 duplicate originals.

15 **D. Publicity**

16 Except as set forth in this paragraph or with the consent of all Parties, the Parties and
17 their counsel agree that they will not, unless required by law, communicate or publicize the
18 existence of or set forth the terms of the Settlement in a public manner, including without
19 limitation by communicating or publicizing the existence of or the terms of the Settlement to
20 members of the press, or to publish such information on any website or social media forum
21 (including through organizations that publicize verdicts and settlements and on websites
22 operated by or for counsel). Nothing herein shall be interpreted as preventing any good-faith
23 communications by any Counsel for the Parties and/or any Parties with the Court, Class
24 Members, or the Settlement Administrator for the purpose of facilitating the Settlement of the
25 Action. Nothing herein shall prevent the Parties from filing documents and communicating
26 with the Court and other counsel in connection with the Action. Nothing shall prevent
27 Defendant from communicating with its employees, ownership, and lender concerning the
28 Settlement and the renegotiation of its loan covenants. Nothing shall prevent Class Counsel or

1 the Settlement Administrator from publishing the Settlement Agreement and/or Judgment
2 online for the benefit of Settlement Class members.

3 **F. Jurisdiction of the Court**

4 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
5 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
6 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
7 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
9 and all orders and judgments entered in connection therewith.

10 **E. Authority**

11 Each individual signing below warrants that he or she has the authority to execute this
12 Agreement on behalf of the Party for whom or which that individual signs.

13 **F. Enforcement of Agreement**

14 There will be no additional charge of any kind to either the Settlement Class Members
15 or request for additional consideration from Defendant for such work unless, Defendant
16 materially breach this Agreement, including any term regarding funding, and further efforts are
17 necessary from Class Counsel to remedy said breach, including, without limitation, moving the
18 Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation
19 costs and expenses in amounts that are less than the amounts provided for herein, then the
20 unapproved portion(s) shall be a part of the Net Settlement Amount.

21 **G. Fair Settlement**

22 The Parties and their respective counsel believe and warrant that this Agreement reflects
23 a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement
24 through arms-length negotiations, taking into account all relevant factors, current and potential.

25 **H. No Third-Party Beneficiaries**

26 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
27 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
28 party beneficiaries.

1 **I. Deadlines Falling on Weekends or Holidays**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **J. Severability**

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

10 **IT IS SO AGREED:**

11 Dated: 8/18/2022, 2022

Brenda SINGER
Brenda SINGER (Aug 18, 2022 08:47 PDT)

BRENDA L. SINGER
Plaintiff and Class Representative

12
13
14
15 Dated: _____, 2022

DESERT AREA RESOURCES AND
TRAINING
Defendant
By:
Its:

16
17
18
19
20 **AGREED AS TO FORM:**

21 Dated: October 13, 2022, 2022

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff, BRENDA L. SINGER

22
23
24
25
26
27 ///

28 ///

1 **I. Deadlines Falling on Weekends or Holidays**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **J. Severability**

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

10 **IT IS SO AGREED:**

11
12 Dated: _____, 2022

BRENDA L. SINGER
Plaintiff and Class Representative

13
14
15 Dated: 09/22, 2022

Jonell Saenz
DESERT AREA RESOURCES AND
TRAINING
Defendant
By: Jonell Saenz
Its: HR officer

16
17
18
19
20 **AGREED AS TO FORM:**

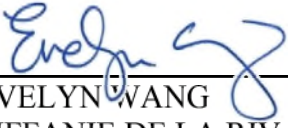
21 Dated: _____, 2022

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff, BRENDA L. SINGER

22
23
24
25
26
27 ///

28 ///

1 Dated: September 27
2 _____, 2022



EVELYN WANG
TIFFANIE DE LA RIVA
**Counsel for Defendant, DESERT AREA
RESOURCES AND TRAINING**