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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
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14 JOSHUA BROOKS, individually, and on
15 behalf of other members of the general public
16 similarly situated;

16 Plaintiff,

17 vs.

18 YOUNGER MFG. CO. DBA YOUNGER
19 OPTICS, a California corporation; and DOES
20 1 through 100, inclusive,

21 Defendants.
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Case No.: 19STCV20386

*Assigned for All Purposes to the Hon. Kenneth
R. Freeman, Dept. SSC14*

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: June 12, 2019
Trial Date: None Set

AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Joshua Brooks, individually and on behalf of the Class and Defendant Younger Mfg. Co. dba Younger Optics.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” represents all causes of action, claims, and allegations in the operative complaint filed in *Brooks v. Younger Mfg. Co. dba Younger Optics*, Case No. 19STCF20386, pending before the Los Angeles County Superior Court. The “Action” includes all claims and allegations in Plaintiff’s June 30, 2021 letter to the Labor and Workforce Development Agency (“LWDA”).

3. “Class Counsel” means Protection Law Group, LLP and Lawyers *for* Justice, PC.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Total Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Total Settlement Amount (\$614,250.00) and the reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days of service of an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member, to the extent it is in Defendant’s possession, custody or control: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as an

hourly-paid or non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members,” for purposes of this Settlement Agreement only, means all current and former hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time during the Class Period.

7. “Class Period,” for purposes of this Settlement Agreement only, means the period from June 12, 2015, to July 27, 2021.

8. “Class Representative” means Plaintiff Joshua Brooks in his capacity as a representative of the Participating Class Members.

9. “Class Representative Incentive Payment” means the amount that the Court authorizes to be paid to Plaintiff Brooks, in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein. The Class Representative Incentive Payment shall not exceed Seven Thousand Five Hundred Dollars (\$7,500).

10. “Court” means the Superior Court of the State of California for the County of Los Angeles.

11. “Defendant” means Younger Mfg. Co. dba Younger Optics.

12. “Effective Date” means the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Class Action Settlement.

1 14. “Total Settlement Amount” means the sum of One Million Seven Hundred Fifty-
2 Five Thousand Dollars (\$1,755,000.00). The Total Settlement Amount is non-reversionary; no
3 portion of the Total Settlement Amount will return to Defendant.

4 15. “Individual Settlement Payment” means the amount payable from the Net
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
7 Payments shall be paid by a settlement check made payable to Participating Class Members and/or
8 PAGA Members.

9 16. “Net Settlement Amount” means the funds available for payments to the Class,
10 which shall be the amount remaining from the Total Settlement Amount after the following
11 amounts are deducted from the Total Settlement Amount: (1) Class Counsel’s Fees and Costs, (2)
12 Settlement Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, and (4)
13 that portion of the PAGA Payment that is payable to the California Labor and Workforce
14 Development Agency (“LWDA”).

15 17. “Class Notice” means the Notice of Proposed Class Action Settlement in a form
16 substantially similar to the form attached hereto as Exhibit A, in both English and Spanish, that
17 will be mailed to Class Members’ last known addresses and which will provide Class Members
18 with information regarding the Action and information regarding the settlement of the Action.

19 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
20 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

21 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in
22 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
23 2698, *et seq.*). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Total
24 Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA claims. Seventy-five
25 percent (75%) of the PAGA Payment (i.e., \$37,500.00) will be paid to the LWDA in accordance
26 with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent (25%) of the PAGA Payment
27 (i.e., \$12,500.00), will be distributed to PAGA Members. PAGA Members will receive payment
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1 from the employee portion of the PAGA Payment regardless of their decision to participate in the
2 class action if the PAGA Payment is approved by the Court.

3 20. "PAGA Period" means the period from June 12, 2018, to July 27, 2021.

4 21. "PAGA Members" means all current and former hourly-paid or non-exempt
5 individuals who were employed by Defendant within the State of California at any time during
6 the PAGA Period.

7 22. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean
8 either Plaintiff or Defendant, individually.

9 23. "Participating Class Members" means all Class Members who do not submit a
10 valid and timely Request for Exclusion.

11 24. "Plaintiff" means Joshua Brooks.

12 25. "Preliminary Approval" means the Court order granting preliminary approval of
13 the Settlement Agreement.

14 26. "Objection" means a Class Member's valid and timely written objection to the
15 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
16 address, telephone number, last four digits of the employee's social security number or employee
17 ID number and (b) a written statement of all grounds for the objection accompanied by legal
18 support, if any, for such objection.

19 27. "Released Claims" means any and all claims that are alleged, or reasonably could
20 have been alleged based on the facts and claims asserted in the operative complaint in the Action
21 including the following claims: (i) unpaid overtime; (ii) unpaid meal period premiums; (iii)
22 unpaid rest period premiums; (iv) unpaid minimum wages; (v) final wages not timely paid; (vi)
23 wages not timely paid during employment; (vii) non-compliant wage statements; (viii) failure to
24 keep requisite payroll records; (ix) unreimbursed business expenses; (x) unfair business practices
25 under Business and Professions Code § 17200 based on the aforementioned alleged Labor Code
26 violations.

27 28. "PAGA Released Claims" means all claims, demands, rights, liabilities and causes
28 of action under the PAGA against the Released Parties based upon the facts both set forth in the

1 LWDA Letter dated June 30, 2021 and alleged in the operative Complaint including: (a) failure
2 to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide
3 meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit
4 rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized
5 wage statements; (f) failure to pay all wages upon separation of employment that occurred during
6 the PAGA Period.

7 29. “Released Parties” means Defendant Younger Mfg. Co. dba Younger Optics as
8 named by Plaintiff in the operative complaint, and its past, present and/or future, direct and/or
9 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
10 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
11 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

12 30. “Request for Exclusion” means a valid and timely written statement submitted by
13 a Class Member requesting to be excluded from the Class Settlement. To be effective, the Request
14 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
15 four digits of the Class Member’s Social Security number and/or the Employee ID number and
16 (b) a clear statement requesting to be excluded from the settlement of the class claims. There is
17 no specific language required to opt-out but Class Members may provide something similar to
18 the following: “I wish to exclude myself from the class settlement reached in the matter of *Brooks*
19 *v. Younger Mfg. Co. dba Younger Optics*. I understand that by excluding myself, I will not receive
20 money from the settlement of my individual claims.” To be effective, the Request for Exclusion
21 must be post-marked by the Response Deadline and received by the Settlement Administrator.

22 31. “Response Deadline” means the date that is sixty (60) days after the Settlement
23 Administrator mails the Class Notice to Class Members and the last date on which Class Members
24 may submit Requests for Exclusion, written objections to the Settlement, or workweek disputes.
25 In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
26 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
27 Requests for Exclusion, Objections, or to dispute workweeks will be extended fifteen (15)
28 calendar days for any Class Member who is re-mailed a Class Notice by the Settlement

1 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
2 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
3 The Response Deadline may also be extended by express agreement between Class Counsel and
4 Defendant. Under no circumstances, however, will the Settlement Administrator have the
5 authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion,
6 Objection to the settlement, or to dispute workweeks.

7 32. “Settlement” means the disposition of the Action pursuant to this Agreement.

8 33. “Settlement Administrator” means ILYM Group, Inc. The Parties and their
9 respective counsel each represent that they do not have any financial interest in the Settlement
10 Administrator or otherwise have a relationship with the Settlement Administrator that could
11 create a conflict of interest.

12 34. “Settlement Administration Costs” means the costs payable from the Total
13 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
14 but not limited to, printing, distributing, and tracking documents for this Settlement,
15 calculating/confirming the Class Members’ Workweeks from the information contained in the
16 Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax
17 reporting, distributing the Total Settlement Amount, providing necessary reports and declarations,
18 and other duties and responsibilities set forth herein to process this Settlement, and as requested
19 by the Parties or the Court. Settlement Administration Costs shall not exceed Ten Thousand
20 Dollars (\$10,000.00).

21 35. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and
22 ending on Saturday) in which a Class Member or PAGA Member performed work for Defendant
23 at least one day.

24 **TERMS OF AGREEMENT**

25 36. Settlement Consideration. Defendant shall fully fund the Total Settlement Amount
26 within thirty (30) calendar days of the Effective Date. The following will be paid out of the Total
27 Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative
28 Incentive Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement

Administration Costs, as specified in this Agreement. Except for any employer-side payroll taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Total Settlement Amount. The Total Settlement Amount is non-reversionary; no portion of the Total Settlement Amount will revert to Defendant.

37. Potential Increase to the Total Settlement Amount. Defendant has represented there are an estimated 53,237 Workweeks during the Class Period. Should the actual number of Workweeks increase by more than ten percent (10%) (i.e. if there are 58,562 or more Workweeks worked by Class Members), the Total Settlement Amount shall increase on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks increases by 11%, the Total Settlement Amount will increase by 1%) or, in the alternative, and at Defendant's sole option, Defendant may elect to end the Class Period on the date the increase in Workweeks reaches 58,561 Workweeks. If Defendant elects to cut short the Class Period due to an increase in workweeks, Defendant shall notify Class Counsel at least five (5) business days in advance of the deadline for Plaintiff to file his Motion for Preliminary Approval.

38. Funding of the Total Settlement Amount. Within thirty (30) calendar days after the Effective Date of the Settlement, Defendant will deposit the Total Settlement Amount, and all applicable employer-side payroll taxes, into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official names, 8-digit state unemployment insurance tax ID numbers, and other information requested by the Settlement Administrator, no later than fourteen (14) calendar days after the Effective Date. Should any of the foregoing deadline dates fall on a Sunday or Federally recognized legal holiday, then said deadline date shall be extended to the immediately following business day.

39. Distribution of the Total Settlement Amount. Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual

1 Settlement Payments; (b) the PAGA Payment to the LWDA; (c) the Class Representative
2 Incentive Payment; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

3 40. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
4 application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of
5 the Total Settlement Amount (\$614,250.00) plus the reimbursement of costs and expenses
6 associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed
7 Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Total Settlement
8 Amount. Any portion of the requested fees or costs that is not awarded by the Court to Class
9 Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class
10 Members as provided in this Agreement.

11 41. Class Representative Incentive Payment. Defendant agrees not to oppose or object
12 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Seven
13 Thousand Five Hundred Dollars (\$7,500.00). The Class Representative Incentive Payment is in
14 exchange for the General Release of the Plaintiff's individual claims, and for his time, effort and
15 risk in bringing and prosecuting the Action. Any adjustments made by the Court to the requested
16 Class Representative Incentive Payment shall not be deemed a material modification of this
17 Agreement. In the event that the Court reduces or does not approve the requested Class
18 Representative Incentive Payment, the Settlement Agreement remains in full force and effect,
19 Plaintiff shall not have the right to revoke the settlement for that reason, it shall remain binding,
20 and any portion of the requested Class Representative Incentive Payment that is not awarded by
21 the Court to the Class Representative shall be reallocated to the Net Settlement Amount and
22 distributed to Participating Class Members as provided in this Agreement.

23 42. Settlement Administration Costs. The Settlement Administrator will be paid for
24 the reasonable costs of administration of the Settlement and distribution of payments from the
25 Total Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
26 shall not exceed Ten Thousand Dollars (\$10,000.00).

27 43. PAGA Payment. Fifty Thousand Dollars (\$50,000.00) of the Total Settlement
28 Amount shall be allocated from the Total Settlement Amount for settlement of claims for civil

penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. The remaining twenty-five percent (25%) of the PAGA Payment, or Twelve Thousand Five Dollars (\$12,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

44. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Total Settlement Amount	\$	1,755,000.00
Class Representative Incentive Payment:	-\$	7,500.00
Class Counsel's Fees:	-\$	614,250.00
Class Counsel's Costs:	-\$	20,000.00
PAGA Payment :	-\$	50,000.00
Settlement Administration Costs:	-\$	10,000.00
Estimated Net Settlement Amount:	\$	1,053,250.00

45. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment for PAGA Members shall be paid pursuant to the formulas set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of workweeks worked by each Participating Class Member during the Class Period. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual Workweeks by the total

1 Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net
2 Settlement Amount.

3 b) Calculation of PAGA Portion of Individual Settlement Payments. The
4 Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding
5 the number of workweeks worked by each PAGA Member during the PAGA Period. The amount
6 that each PAGA Member will receive will be calculated by dividing each participating PAGA
7 Member's individual Workweeks by the total Workweeks of all PAGA Members, and
8 multiplying the resulting fraction by the 25% share of the PAGA Payment designated for
9 distribution to aggrieved employees. PAGA Members shall receive this portion of their Individual
10 Settlement Payment regardless of whether they opt out of the participation regarding the class
11 claims.

12 c) Allocation of Individual Settlement Payments. All Individual Settlement
13 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
14 Payment will be allocated as wages and eighty percent (80%) shall be allocated as penalties and
15 interest. The portion of the Individual Settlement Payment allocated to wages will be reported by
16 the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be
17 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator
18 shall issue the W-2 and 1099 forms to each Participating Class Member and/ or PAGA Member.
19 Each Participating Class Member and/ or PAGA Member who receives an Individual Settlement
20 Payment and/ or PAGA Payment will be responsible for correctly characterizing the payment for
21 tax purposes and for payment of any taxes owing on said amount.

22 46. No Credit Toward Benefit Plans. The Individual Settlement Payments, or any
23 portion thereof, made to Participating Class Members under this Settlement, as well as any other
24 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
25 under any benefit plans to which any Class Members may be eligible, including, but not limited
26 to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
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plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled to under any benefit plans.

47. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Translate the Class Notice from English to Spanish.
- d) Print and mail the Class Notice in English and Spanish.
- e) Perform address searches including conduct additional address searches and skip traces for mailed Class Notices that are returned as undeliverable.
- f) Process Requests for Exclusion, Objections, calculate Participating Class Members' Individual Settlement Payment, field inquiries or disputes from Class Members.
- g) Print and issue Settlement Payment Checks, prepare and issue any IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment, after entry of the judgment, online at the Settlement Administrator's website for a period of sixty (60) days pursuant to California Rule of Court 3.769

48. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to substantially comply, Plaintiff shall

1 have the right to void the Agreement.

2 49. Class Notice by First-Class U.S. Mail. Within seven (7) calendar days after
3 receiving the Class List from Defendant, the Settlement Administrator will mail the Class Notice
4 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
5 addresses identified in the Class List.

6 50. Confirmation of Contact Information in the Class List. Prior to mailing, the
7 Settlement Administrator will perform a search based on the National Change of Address
8 Database for information to update and correct for any known or identifiable address changes.
9 Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the
10 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
11 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
12 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
13 promptly attempt to determine the correct address using a skip-trace, or other search using the
14 name, address and/or Social Security number of the Class Member involved, and will then
15 perform a single re-mailing. If any Class Notice sent to a Class Member by the Settlement
16 Administrator is returned as undeliverable to a current employee, then Defendant shall make all
17 reasonable efforts to obtain the current address from the Class Member and provide the same
18 within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members
19 who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the
20 later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a
21 Request for Exclusion, or an Objection to the Settlement.

22 51. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
23 will provide: (a) information regarding the nature of the Action including that Defendant disputes
24 any liability for the claims made in the Action; (b) a summary of the Settlement's principal terms;
25 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
26 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement
27 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
28 comprise the Class Period and PAGA Period; (g) the deadlines by which the Class Member must

1 postmark Requests for Exclusion, Objections to the Settlement, or workweek disputes; (h) the
2 claims to be released, as set forth herein; and (j) the date for the final approval hearing.

3 52. Disputed Information on Class Notice. Class Members will have an opportunity
4 to dispute the information provided in their Class Notice. To the extent Class Members dispute
5 the number of Workweeks with which they have been credited or the amount of their Individual
6 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
7 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
8 Defendant's records will be presumed determinative. However, if a Class Member produces
9 evidence contrary to Defendant's records by the Response Deadline, the Settlement Administrator
10 shall notify Class Counsel, and Defendant's counsel to discuss and resolve the dispute, including
11 providing all available relevant information to all counsel. The Parties will resolve all disputes
12 jointly, which shall be final and binding on any Class Member disputes, and shall thereafter
13 instruct the Settlement Administrator how to proceed in processing the dispute. If the Parties
14 cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a
15 determination and if the dispute remains unresolved after that, the dispute shall be submitted to
16 the Court for final determination. All such disputes are to be resolved or submitted to the Court
17 no later than fourteen (14) calendar days after the Response Deadline.

18 53. Defective Submissions. If a Class Member's Request for Exclusion is defective as
19 to the requirements listed herein, that Class Member will be given an opportunity to cure the
20 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
21 business days of receiving the defective submission to advise the Class Member that his or her
22 submission is defective and that the defect must be cured to render the Request for Exclusion
23 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
24 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
25 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
26 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
27 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
28 untimely and will not be deemed valid for exclusion from the Class Settlement.

1 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
2 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement
3 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
4 Member's name, address, telephone number, and the last four digits of the Class Member's Social
5 Security number and/or the Employee ID number and (b) a clear statement requesting to be
6 excluded from the settlement of the class claims. There is no specific language required to opt-
7 out but Class Members may provide something similar to the following: "I wish to exclude myself
8 from the class settlement reached in the matter of *Brooks v. Younger Mfg. Co. dba Younger*
9 *Optics*. I understand that by excluding myself, I will not receive money from the settlement of my
10 individual claims." The date of the postmark on the return mailing envelope receipt confirmation
11 will be the exclusive means to determine whether a Request for Exclusion has been timely
12 submitted. Any Class Member who timely submits a Request for Exclusion will not be entitled
13 to any recovery under this Settlement Agreement and will not be bound by the terms of the
14 Settlement or have any right to object, appeal or comment thereon. All Requests for Exclusion
15 will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
16 Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members
17 who do not timely request exclusion from the Action will be bound by all terms of the Settlement
18 Agreement if the Settlement is granted final approval by the Court. At no time will any of the
19 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a Request
20 for Exclusion or otherwise encourage them to seek exclusion from the Class Settlement.

21 55. Defendant's Right to Rescind. If ten percent (10%) or more of the Class Members
22 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
23 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
24 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
25 this right and must make clear its intent to rescind the Agreement within fifteen (15) business
26 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant
27 exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement
28 Administration Costs incurred to the date of rescission.

1 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
2 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
5 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
6 or release. The names of Class Members who have opted-out of the settlement shall be disclosed
7 to the Counsel for Plaintiff and Defendant and noted in the proposed Judgment submitted to the
8 Court.

9 57. Objection Procedures. To object to the Settlement, a Participating Class Member
10 must postmark a valid written Objection to the Settlement Administrator on or before the
11 Response Deadline. To be valid, any written objection must: (1) contain the objecting Settlement
12 Class member's full name, telephone number and current address, the last four digits of their
13 social security number and/or Employer ID number, as well as contact information for any
14 attorney representing the objecting Settlement Class member for purposes of the objection; (2)
15 include all objections and the factual and legal bases for same; (3) include any and all supporting
16 papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no
17 later than the Response Deadline. The postmark date will be deemed the exclusive means for
18 determining that the Objection is timely. Participating Class Members who fail to object in the
19 manner specified above will be foreclosed from making a written objection, but shall still have a
20 right to appear at the Final Approval Hearing in order to have their objections heard by the Court.
21 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
22 Participating Class Members to submit written objections to the Settlement or appeal from the
23 Order and Judgment. Class Counsel will not represent any Participating Class Members with
24 respect to any objections to this Settlement. The Settlement Administrator shall serve all written
25 objections as received on Class Counsel and Defense Counsel, as well as file all such objections
26 with the Court. Defense Counsel and Class Counsel shall file any responses to the objections no
27 later than the deadline to file the Motion for Final Approval.

28 58. Certification Reports Regarding Individual Settlement Payment Calculations. The

1 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
2 which certifies: (a) the number of Class Members who have submitted Requests for Exclusion;
3 (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class
4 Member has submitted a challenge to any information contained in the Class Notice. Additionally,
5 the Settlement Administrator will provide to counsel for all Parties any updated reports regarding
6 the administration of the Settlement Agreement as needed or requested. The Settlement
7 Administrator will provide a declaration to Class Counsel in advance of the hearing on Final
8 Approval of the settlement describing the administration of the Notice process and identifying
9 those Class Members, if any, who submitted a Request for Exclusion. Class Counsel shall be
10 responsible for reviewing and approving the declaration from the Settlement Administrator.

11 59. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
12 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
13 eighty (180) calendar days. If a Participating Class Member and/or PAGA Member does not cash
14 his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall
15 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
16 Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class
17 Members and/or PAGA Members who did not cash their checks until such time that they claim
18 their property. The Parties agree that this disposition results in no "unpaid residue" under
19 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
20 Participating Class Members and PAGA Members, whether or not they all cash their settlement
21 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The
22 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
23 shall prominently state the expiration date or a statement that the settlement check will expire in
24 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
25 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
26 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
27 agree no unclaimed funds will result from the settlement process detailed in this Agreement.

28 60. Administration of Taxes by the Settlement Administrator. The Settlement

1 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
2 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
3 pursuant to this Settlement. The Settlement Administrator will also be responsible for calculating
4 Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and
5 apart from the Gross Settlement Amount, and forwarding all payroll taxes and penalties to the
6 appropriate government authorities.

7 61. Tax Liability. Defendant makes no representation as to the tax treatment or legal
8 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
9 not relying on any statement, representation, or calculation by Defendant or by the Settlement
10 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
11 except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely
12 responsible for the characterization and payment of any taxes and penalties assessed on the
13 payments described herein. Defendant's share of any employer-side payroll taxes and other
14 required employer withholdings due on the Individual Settlement Payments, including, but not
15 limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the
16 Total Settlement Amount.

17 62. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
18 section, the "acknowledging party" and each Party to this Agreement other than the
19 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
20 Agreement, and no written communication or disclosure between or among the Parties or their
21 attorneys and other advisers, is or was intended to be, nor shall any such communication or
22 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
23 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
24 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
25 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
26 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
27 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
28 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging

1 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
2 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
3 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
4 tax structure of any transaction, including any transaction contemplated by this Agreement.

5 63. No Prior Assignments. The Parties and their counsel represent, covenant, and
6 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
7 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
8 action, cause of action or right herein released and discharged.

9 64. Release by Participating Class Members, PAGA Members, the LWDA and the
10 State of California. Upon the Court granting final approval of the Settlement and upon the funding
11 of the Total Settlement Amount and all applicable employer-side payroll taxes by Defendant,
12 Participating Class Members shall fully release and discharge the Released Parties from any and
13 all Released Claims for the Class Period. This release shall be binding on all Participating Class
14 Members. All PAGA Members, the LWDA, and the State of California shall release and forever
15 discharge all claims, demands, rights, liabilities and causes of action under the PAGA against the
16 Released Parties based upon the facts both set forth in the LWDA Letter dated June 30, 2021 and
17 alleged in the operative Complaint including: (a) failure to pay all overtime wages owed; (b)
18 failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for
19 non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for
20 non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to
21 pay all wages upon separation of employment that occurred during the PAGA Period
22 (collectively, the "PAGA Released Claims"). The PAGA Released Claims shall become effective
23 upon the Court granting final approval of the Settlement and upon the funding of the Total
24 Settlement Amount, regardless of the PAGA Member's decision to participate in the class
25 settlement.

26 65. Release of Additional Claims & Rights by Plaintiff. Upon the funding of the Total
27 Settlement Amount, Plaintiff Brooks agrees – on behalf of himself only – to the additional
28 following General Release: In consideration of Defendant's promises and agreements as set forth

1 herein, Plaintiff hereby releases any and all claims related to or arising from his employment or
2 alleged employment with Defendant, including all claims alleged in the Action, and all claims
3 known and unknown, without exception, except as may be prohibited by law. Specifically,
4 Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which
5 provides:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
7 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
8 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
9 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
10 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11 This release specifically excludes claims for unemployment insurance, disability, social
12 security, and workers' compensation (with the exception of claims arising pursuant to California
13 Labor Code Sections 132(a) and 4553).

14 66. Neutral Employment Reference. Defendant agrees that it will adopt a neutral
15 reporting policy regarding any future employment references related to Plaintiff. In the event that
16 any potential or future employers of Plaintiff request a reference regarding Defendant's
17 employment of Plaintiff, Defendant shall only provide the Plaintiff's dates of employment, job
18 titles during employment, and final rate of pay. Defendant shall not refer to the Action or this
19 Settlement. Notwithstanding the foregoing, nothing herein shall be construed as requiring or
20 imposing an obligation on Defendant to respond to reference requests as it relates to Plaintiff.

21 67. Non-Admission of Liability/ Nullification of Settlement Agreement. Nothing in
22 this Settlement Agreement shall operate or be construed as an admission of any liability or that
23 class certification is appropriate in any context other than this Settlement. In particular, but
24 without limiting the generality of the foregoing, nothing about this Settlement Agreement shall
25 be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or
26 fault whatsoever on the part of Younger and/ or the Released Parties, and it shall not be construed
27 or deemed to be evidence of, or an admission or concession that any Class Member has suffered
28 any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden

1 and expense of further litigation. In the event that: (a) the Court does not finally approve the
2 Settlement as provided herein; (b) the Court strikes or does not approve any material term of this
3 Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by
4 the Parties for any other reason, then this Settlement Agreement, and any documents generated
5 to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned
6 to Defendant, and the Parties shall be returned to their original respective positions. Any order or
7 judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
8 treated as void from the beginning. Pursuant to California Evidence Code § 1152, this Settlement
9 Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or
10 enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this
11 Settlement Agreement, as well as any document generated in connection therewith, is void, and
12 remains protected by California Evidence Code § 1152. Should the Court fail to approve this
13 settlement for any reason, the Parties agree that they will (i) first, meet and confer in an effort to
14 reach a settlement that may be approved by the Court, and, if the parties cannot resolve the issues
15 after a good faith effort, return to and attend mediation with Hon. Louis M. Meisinger (Ret.), or
16 if he is unavailable, with a mutually agreed mediator.

17 68. Preliminary Approval Hearing. The Parties agree that certification for purposes of
18 this Settlement Agreement is not an admission that class certification is proper under Section 382
19 of the Code of Civil Procedure. If this Settlement Agreement is not approved or is terminated, in
20 whole or in part, this conditional agreement to class certification will be inadmissible and have
21 no effect in this Action or in any claims brought on the same or similar allegations, and the Parties
22 shall revert to the respective positions they held prior to entering into the Settlement Agreement.
23 Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff
24 shall apply for Preliminary Approval of the Class Settlement and obtain a hearing before the Court
25 to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
26 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
27 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
28 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the

1 Class Notice to be sent to all Class Members as specified herein. In conjunction with the
2 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
3 the Settlement, and will include the proposed Class Notice attached as Exhibit A. Defendant
4 agrees that it will not oppose Plaintiff's motion for Preliminary Approval. This is a material term
5 of the settlement and any opposition by Defendant will be grounds for Plaintiff to withdraw from
6 the settlement. Any failure by the Court to fully and completely approve the Agreement as to the
7 Action, or the entry of any Order by another Court with regard to any of the Action which has the
8 effect of preventing the full and complete approval of this Settlement Agreement as written and
9 agreed to by the Parties, will result in this Settlement Agreement entered into by the Parties, and
10 all obligations under this Settlement Agreement being nullified and voided.

11 69. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
12 Class Notice process, including the expiration of the deadlines to postmark Requests for
13 Exclusion or Objections to the Settlement Agreement, Plaintiff shall apply to the Court for entry of
14 an Order granting Final Approval of the Class Settlement Agreement along with the amounts properly
15 payable for: (a) Individual Settlement Payments; (b) the PAGA Payment to the LWDA; (c) Class
16 Counsel's Attorneys' Fees and Costs; (d) the Class Representative Incentive Payment; and (e) the
17 Settlement Administration Costs; and entering judgment pursuant to California Rule of Court 3.769. Any
18 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
19 Action, or the entry of any Order by another Court with regard to any of the Action which has the
20 effect of modifying material terms of this Agreement or preventing the full and complete approval
21 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement
22 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose
23 Plaintiff's Motion for Final Approval, provided Defendant has not exercised its right to rescind
24 the Settlement pursuant to the terms of this Agreement.

25 70. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
26 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
27 Judgment to the Court for its approval including the payments approved by the Court, the class
28 definition and released claims, and identifying any class member who entered a valid and timely

1 request for exclusion. After entry of the Judgment, the Court will have continuing jurisdiction
2 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the
3 Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be
4 appropriate under court rules or as set forth in this Settlement.

5 71. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
6 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
7 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

8 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
9 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
10 oral agreements may be deemed binding on the Parties.

11 73. Amendment or Modification. Subject to the Court's approval, this Settlement
12 Agreement may be amended or modified only by a written instrument signed by counsel for all
13 Parties or their successors-in-interest.

14 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
15 and represent they are expressly authorized by the Parties whom they represent to negotiate this
16 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
17 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
18 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
19 counsel will cooperate with each other and use their best efforts to affect the implementation of
20 the Settlement. If the Parties are unable to reach agreement on the form or content of any
21 document needed to implement the Settlement, or on any supplemental provisions that may
22 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
23 of the Court to resolve such disagreement.

24 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
25 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
26 defined.

27 76. California Law Governs. All terms of this Settlement Agreement hereto will be
28 governed by and interpreted according to the laws of the State of California.

1 77. Execution and Counterparts. This Settlement Agreement is subject only to the
2 execution of all Parties. However, the Settlement Agreement may be executed in one or more
3 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
4 of the signature page, will be deemed to be one and the same instrument provided that counsel
5 for the Parties will exchange among themselves original signed counterparts.

6 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
7 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
8 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
9 litigation, taking into account all relevant factors, present and potential. The Parties further
10 acknowledge that they are each represented by competent counsel and that they have had an
11 opportunity to consult with their counsel regarding the fairness and reasonableness of this
12 Settlement.

13 79. Invalidity of Any Provision. Before declaring any provision of this Agreement
14 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
15 consistent with applicable precedents so as to define all provisions of this Agreement valid and
16 enforceable.

17 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
18 class certification for purposes of this Settlement only; except, however, that either party may
19 appeal any court order that materially alters the Settlement Agreement's terms.

20 81. Class Action Certification for Settlement Purposes Only. The Parties agree to
21 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
22 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
23 that certification for purposes of the Settlement is not an admission that class action certification
24 is proper under the standards applied to contested certification motions and that this Agreement
25 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
26 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
27 according to the Settlement's terms.

28 82. Non-Admission of Liability. The Parties enter into this Agreement to resolve the

1 dispute that has arisen between them and to avoid the burden, expense and risk of continued
2 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
3 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
4 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
5 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
6 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
7 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
8 as an admission or concession by Defendant of any such violations or failures to comply with any
9 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
10 Agreement and its terms and provisions shall not be offered or received as evidence in any action
11 or proceeding to establish any liability or admission on the part of Defendant or to establish the
12 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
13 local or other applicable law.

14 83. Captions. The captions and section numbers in this Agreement are inserted for the
15 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
16 provisions of this Agreement.

17 84. Waiver. No waiver of any condition or covenant contained in this Settlement
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
19 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
20 right or remedy.

21 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
22 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
23 strictly against one Party than another merely by virtue of the fact that it may have been prepared
24 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
25 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

26 86. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
28 and that this Agreement has been executed with the consent and advice of counsel and reviewed

1 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
2 Agreement.

3 87. All Terms Subject to Final Court Approval. All amounts and procedures described
4 in this Settlement Agreement herein will be subject to final Court approval.

5 88. Cooperation and Execution of Necessary Documents. The Parties agree to
6 cooperate to promote participation in the Settlement, and in seeking court approval of the
7 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
8 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
9 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
10 Member prior to the funding of the Total Settlement Amount concerning claims released via this
11 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
12 released via this Agreement during the Settlement approval process prior to the funding of the
13 Total Settlement Amount and that the Parties will work in good faith to reach an agreement
14 approved by the Court.

15 89. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
16 with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant
17 to California Code of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over
18 this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate
19 the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this
20 Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the
21 prevailing party in any motion or action taken and based on an alleged violation of any material
22 term of the Settlement Agreement.

23 90. Voluntary Agreement. The Parties acknowledge that they have entered into this
24 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
25 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
26 statements made by the other Parties other than those contained in this Settlement Agreement.
27 Each of the Parties hereto expressly waives any right she/it might ever have to claim that this
28 Settlement Agreement was in any way induced by fraud.

1 91. Confidentiality. The Parties and their counsel agree not to publicize the Settlement
2 Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or
3 the negotiations underlying the Settlement Agreement , in any manner or form, directly or
4 indirectly, to any person or entity, except to the Settlement Class Members and as shall be
5 contractually required to effectuate the terms of the Settlement Agreement as set forth herein
6 including but not limited to the filing of Plaintiff's Motions for Preliminary and Final Approval
7 in publicly available court documents, the filing of documents including the Settlement and all
8 supporting papers with the California Labor and Workforce Development Agency, and
9 communications with the Settlement Administrator and the Class as part of the Settlement
10 Administration and Notice process.. Plaintiff, Class Counsel, Defendant and its counsel agree that
11 they will not issue any press releases, initiate any contact with the press, respond to any press
12 inquiry or have any communication with the press about the fact, amount or terms of the
13 Settlement Agreement. Plaintiff, Class Counsel, Defendant and its counsel further agree that they
14 will not discuss this settlement or the amount or terms of the Settlement Agreement with any
15 customer or vendor of Younger. Notwithstanding anything in this provision, Plaintiff's Counsel
16 can discuss the Settlement with Plaintiff and with any Class Members that contact Class Counsel,
17 and can include it in all necessary Court and ancillary documents supporting the resolution of this
18 Action. Nothing in this paragraph is intended to interfere with Class Counsel's duties and
19 obligations to faithfully discharge their duties as Class Counsel, including but not limited to,
20 communicating with Class Members regarding the settlement.

21 92. Binding Agreement. The Parties warrant that they understand and have full
22 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
23 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
24 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
25 provisions that otherwise might apply under federal or state law.

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1 Dated: October 27, 2022

DICKER & DICKER, LLP

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3 By:



4 David H. Dicker, Esq.

5 Hagar Cohen, Esq.

6 Attorneys for Defendant
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