

1 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**

2 Timothy B. Del Castillo (SBN 277924)

3 tdc@castleemploymentlaw.com

4 Kent L. Bradbury (SBN 279402)

5 kb@castleemploymentlaw.com

6 2999 Douglas Blvd., Suite 180

7 Roseville, CA 95661

8 Tel: (916)245-0122

9 Attorneys for Plaintiffs and the Class

10 *Additional Counsel on following page*

11 **JOINT STIPULATION OF SETTLEMENT AND RELEASE**

12 GABRIELA ARELLANO, individually, and on
13 behalf of other aggrieved employees pursuant to the
14 California Private Attorneys General Act,

15 Plaintiff,

16 vs.

17 HERO ADAMS, INC., a California corporation;
18 OPA MANAGEMENT GROUP, INC., a California
19 corporation; OPA RESTAURANT GROUP, an
20 unknown business entity; and DOES 1 through 100,
21 inclusive,

22 Defendants.

Santa Clara County Superior Court
Case No. 21CV386893

23 YURI VENCES, individually, and on behalf of all
24 others similarly situated,

25 Plaintiff,

26 vs.

OPA MANAGEMENT GROUP, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Santa Clara Superior Court
Case No. 24CV434435

1 Tara Zabehe (SBN 314706)
2 **LAWYERS *for* JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Tel. (818) 265-1020/ Fax: (818) 265-1021

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Attorneys for Plaintiffs and the Class

7 KURT E. WILSON, ESQ. (121163)
8 RACHAEL E. BROWN, ESQ. (286634)
9 **SWEENEY MASON LLP**
10 983 University Avenue, Suite 104C Los Gatos,
11 CA 95032-7637
12 Telephone: (408) 356-3000
13 kwilson@smwb.com
14 reb@smwb.com

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Attorneys for Defendant

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement” or
2 “Settlement”) is made and entered into by and between Plaintiffs Yuri Vences (“Plaintiff Vences”)
3 and Gabriella Arellano (“Plaintiff Arellano”) (collectively “Plaintiffs”), individually, and on behalf
4 of other members of the general public similarly situated, on the one hand, and OPA
5 MANAGEMENT GROUP, INC. (“Defendant”) on the other hand. This Stipulation of Settlement
6 shall be binding on Plaintiffs and those persons Plaintiffs seek to represent, and on Defendant and the
7 Released Parties, subject to the terms and conditions hereof and the Court’s approval. The Settlement
8 contemplated by this Stipulation of Settlement is sometimes hereinafter referred to as the
9 “Settlement.”

10 THE PARTIES STIPULATE AND AGREE as follows:

11 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.” Plaintiff
12 Arellano filed her PAGA Notice letter with the LWDA on July 15, 2021. Plaintiff Arellano filed her
13 PAGA Complaint in Santa Clara County Superior Court on September 21, 2021. The Complaint
14 sought damages and civil penalties for all similarly aggrieved employees that were not correctly paid
15 overtime wages, were not paid for all hours worked, were not provided meal periods, were not
16 authorized and permitted rest periods, were not provided accurate and complete wage statements,
17 were not timely paid all wages owed during employment and upon termination, and were not
18 reimbursed for necessary business expenses. Defendant filed an answer to the complaint denying all
19 material allegations and asserting affirmative defenses.

20 2. Plaintiff Yuri Vences filed her class action complaint in Santa Clara County Superior
21 Court on April 4, 2024. Plaintiff Vences’ Complaint alleged causes of action, individually and on
22 behalf of a class of Defendant’s California employees for failure to provide meal and rest periods,
23 failure to pay overtime wages, failure to pay minimum wages, failure to timely pay wages during
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25 3.

1 employment, waiting time penalties, failure to furnish compliant wage statement, failure to maintain
2 required records, failure to pay business expenses, failure to pay and include COVID-19 supplemental
3 sick pay on wage statements, and unfair business practices.

4 3. The term “Action” means these two PAGA and Class Actions currently pending in
5 Santa Clara County Superior Court.

6 4. Plaintiffs have not has not filed a motion for class certification in their actions, nor
7 has a date been set by the Court for the filing of such a motion in either matter.

8 5. This Action has been actively litigated. There have been on-going investigations, and
9 there has been an exchange of extensive documentation and information.

10 6. In order to effectuate the terms of this Settlement, the Parties agree to amend the
11 *Arellano* action to include the Plaintiff and the Class and PAGA claims from the *Vences* Class and
12 PAGA Actions (the “Operative Complaint”) and the Released Class Claims and Released PAGA
13 Claims as defined below, to seek Court approval of the Settlement in the *Arellano* case, and to dismiss
14 without prejudice the *Vences* action following Court approval of this Settlement in the *Arellano*
15 action.

16 7. For purposes of this Settlement, the class period is from April 4, 2020 through August
17 5, 2024 (“Class Period”). The class of persons covered by the Settlement will include all persons
18 employed by Defendant OPA Management, Inc. in California as a non-exempt employee from April
19 4, 2020 through August 5, 2024 (the “Settlement Class” or “Class Members”). The Settlement Class
20 will not include any person who previously settled or released any of the claims covered by this
21 Settlement, or any person who previously was paid or received awards through civil or administrative
22 actions for the claims covered by this Settlement.

8. Defendant has represented that there are approximately 855 class members. (the “Settlement Class” or the “Class Members”).

9. The PAGA period will be from July 15, 2020, through August 5, 2024 (“PAGA Period”). All Class Members who worked any hours for Defendant OPA Management, Inc. in California during any pay period from July 15, 2020 through August 5, 2024 are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA Members”), and will be paid their PAGA Share (defined below) and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion as Class Members from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims (defined below).

10. Solely for the purpose of settling this case, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members.

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant complied with applicable laws affecting Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiffs and the Settlement Class are entitled to alleged penalties, interest, and attorneys' fees and costs.

1 c. Plaintiffs' claims are typical of the claims of the members of the Settlement
2 Class.

3 d. Plaintiffs believe Plaintiffs will fairly and adequately protect the interests of
4 the Settlement Class, and that Plaintiffs' counsel Lawyers for Justice, PC, The Wheeler Law Firm,
5 APC, and Castle Law: California Employment Counsel, PC should be "Class Counsel," and will
6 fairly and adequately protect the interests of the Settlement Class.

7 e. Plaintiffs believe the prosecution of separate actions by individual members
8 of the Settlement Class would create the risk of inconsistent or varying adjudications, which would
9 establish incompatible standards of conduct.

10 f. With respect to the Settlement Class, questions of law and fact common to
11 the members of the Settlement Class predominate over any questions affecting any individual
12 member in such Class, and a class action is superior to other available means for the fair and
13 efficient adjudication of the controversy.

14 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
15 the claims alleged in the Action, and further denies that, for any purpose other than settling this
16 Action, this Action is appropriate for class or representative treatment. With respect to Plaintiffs'
17 claims, Defendant contends, among other things, that they have complied with all applicable state,
18 federal and local laws affecting Plaintiffs and the Settlement Class.

19 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
20 discharge all disputes and claims arising from or related to the Action. To achieve a full and
21 complete release of Defendant, each Class Member acknowledges that this Stipulation of Settlement
22 is intended to include in its effect any and all claims under state, federal and local law that were or
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1 could have been asserted based on the facts and allegations made in the Action, and any
2 amendments thereto.

3 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
4 full and complete settlement and release of all claims arising from the allegations of this class action
5 case, which release includes in its effect (i) Defendant; (ii) each of Defendant's respective past,
6 present and future parents, subsidiaries, partners and affiliates, including, without limitation, and any
7 corporation, limited liability company or partnership; (iii) the past, present and future board
8 members, directors, officers, agents, executive-level employees, attorneys, insurers, members,
9 partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit
10 plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any
11 individual or entity which could be jointly liable with any of the foregoing, including but not limited
12 to Hero Adams, Inc. The groups described in this paragraph 10 are collectively referred to as the
13 "Released Parties".

14 11. Counsel for the Settlement Class have conducted a thorough investigation into the
15 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
16 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the
17 opinion that the Settlement with Defendant for the consideration and on the terms set forth in this
18 Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the Settlement
19 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
20 the Settlement Class will not be certified by the Court, defenses asserted by Defendant and
21 numerous potential appellate issues. Defendant and Defendant's counsel also agree that the
22 Settlement is fair and in the best interest of the Parties.

12. The Parties agree to cooperate and to take all steps necessary and appropriate to consummate this Settlement and for entry of judgment in accordance with this Stipulation of Settlement.

13. This Settlement requires Defendant to pay Settlement Awards (defined below) according to a specified formula to each Settlement Class Member who fails to submit a timely and valid Request for Exclusion as specified in this Settlement (“Participating Class Member”) as well as to each Settlement Class Member who was employed during the PAGA Period, regardless of whether or not that Class Member timely excluded him/herself from the Settlement. As consideration for the Settlement, Defendant agrees to pay a maximum of \$810,000.00, including the payment of all claims of Class Members, attorneys’ fees and costs, the enhancement awards, penalties of any nature, PAGA Penalty Amount, interest and settlement administration expenses (the “Maximum Settlement Amount”). All attorneys’ fees and costs, civil penalties under Labor Code section 2698, *et seq.*, the enhancement awards and all settlement administration expenses shall be paid out of the Maximum Settlement Amount, resulting in the Net Settlement Amount to be paid out to Class Members and PAGA Members. Under no condition will Defendant’s aggregate liability exceed the Maximum Settlement Amount, with the exceptions that Defendant shall pay the employer’s share of the payroll taxes associated with the wage portion of the Settlement Awards in addition to and on top of the Maximum Settlement Amount, and Defendant may exercise the option to increase the MSA or to end the Class Period as set forth in Section 14(c)(i).

Defendant shall have no obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds until providing settlement funds to the settlement administrator. The Parties agree the entire Maximum Settlement Amount will be paid out, without reversion to Defendant, including the

1 Settlement Awards, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs,
2 the enhancement award to the class representative, \$120,000 allocated to penalties under the
3 California Private Attorneys General Act ("PAGA") with \$90,000 (three-quarters) paid to the
4 California Labor and Workforce Development Agency ("LWDA") and \$30,000 (one-fourth,
5 referred to herein as the "PAGA Settlement Amount") paid to the PAGA Settlement Class as
6 described below, and settlement administration expenses ("maximum total liability"). It is
7 understood and agreed that Defendants' maximum total liability under the Settlement shall not
8 exceed \$810,000.00, with the exception of employer-paid payroll taxes and any pro rata increase
9 pursuant to Section 14(c)(i) below. It is further understood and agreed that Defendants shall have
10 no obligation to pay any person, entity, or organization more than the amount of the maximum total
11 liability under the Settlement. If no objections are filed, payment of the maximum settlement
12 amount shall be made within 60 days from the court order granting final approval in full and
13 complete settlement of all PAGA Released Claims and Class Member Released Claims. If
14 objections are filed, payment shall be made within 65 days after final approval if no appeal, or
15 within seven (7) days after the appeal is dismissed or withdrawn, or the appeal is decided upholding
16 the propriety of the settlement.

17 TERMS OF SETTLEMENT

18 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
19 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

20 a. It is agreed by and among Plaintiffs and Defendant that this Action and any
21 claims, damages or causes of action arising out of the disputes which are the subject of this Action,
22 be settled and compromised as between the Settlement Class and Defendant, subject to the terms
23 and conditions set forth in this Stipulation of Settlement and the approval of the Court.
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b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective (“Effective Date”) when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for the Class and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Settlement Class, providing them with an opportunity to participate, object, or to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and (v) only in the event there are written objections submitted prior to the formal fairness hearing which are not later withdrawn, the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendant, contrary to Paragraph 13 above, is required to pay more than the total amount of its maximum total liability under the Settlement as set forth in Paragraph 13 under any circumstances, with the exception of employer-paid payroll taxes and any pro rata increase pursuant to Section 14(c)(i) below. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals,

1 and any rights of appeal with respect to any objections or the judgment, have been finally exhausted
2 and resolved upholding the terms of this Settlement.

3 c. Maximum Settlement Amount, Net Settlement Amount and PAGA

4 Settlement Amount: To implement the terms of this Settlement, Defendant agrees to pay
5 \$810,000.00 (“Maximum Settlement Amount”). The Parties agree the Maximum Settlement
6 Amount will be fully paid out, with no residue returning to Defendant. At no time shall Defendant
7 have the obligation to segregate the funds comprising the Maximum Settlement Amount, and
8 Defendants shall retain exclusive authority over, and the responsibility for, those funds subject to
9 the disbursement of funds necessary to effectuate the Settlement. All Settlement Awards paid to
10 Class Members, the attorneys’ fees and costs to Class Counsel, the enhancement awards to the Class
11 Representatives, the fees and expenses of the Settlement Administrator, the payment to the LWDA
12 pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the
13 Maximum Settlement Amount. The Net Settlement Amount shall be calculated by deducting all
14 Class Counsel’s attorneys’ fees, Class Counsel’s litigation expenses, the enhancement award,
15 \$90,000 attributable to PAGA penalties (the “PAGA Settlement Amount”), and settlement
16 administration expenses from the Maximum Settlement Amount (“Net Settlement Amount”). Class
17 Members shall not be required to submit claim forms to participate in the Settlement; all
18 Participating Class Members will be mailed settlement award checks, as will all non-Participating
19 Class Members who were employed during the PAGA Period.

20 i. Class Size: To mediate and negotiate this Settlement, Defendant
21 represented that Defendant suffered from financial hardship and that the Class Members consist of
22 approximately 855 unique persons who have worked 32,908 workweeks from 4/4/2020 to 8/1/2024.
23 The Parties agree that if the final workweeks from 4/4/2020 to 8/1/2024, which formed the basis of
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1 the Settlement, increase by more than ten (10) percent above 32,908 workweeks (e.g., to greater
2 than 36,199 workweeks), Defendant at its sole discretion shall either: (1) increase the Maximum
3 Settlement amount by the proportional amount for the percentage of workweeks above ten (10)
4 percent (i.e., by the percentage of workweeks above 36,199 workweeks); or (2) end the Class Period
5 at the point in time where workweeks equal 36,199 workweeks.

6 ii. Settlement Awards to Participating Class Members: Settlement
7 Awards to Participating Class Members will be determined based on the number of workweeks
8 worked in California in a non-exempt position by the Class Members during the Class Period based
9 on information to be provided by Defendant. Defendant will calculate the number of workweeks
10 worked by all Class Members during the Class Period based on its available data, which will be
11 provided to the settlement administrator. The workweeks will be calculated by the settlement
12 administrator for each Class Member during the Class Period based on the data provided by
13 Defendant. Defendant's workweek data will be presumed to be correct, unless a particular Class
14 Member proves otherwise to the Settlement Administrator by credible written evidence. All
15 workweek disputes will be resolved and decided by the Settlement Administrator, and the
16 Settlement Administrator's decision on all workweek disputes will be final and non-appealable. The
17 amount to be paid per workweek to eligible Class Members will be calculated by the Settlement
18 Administrator by dividing the Net Settlement Amount by the total number of workweeks for all
19 Class Members; any person who opts out of the Settlement is not a Class Member.

20 iii. Private Attorneys General Act Allocation: The Parties have agreed to
21 allocate \$120,000 of the Maximum Settlement Amount to penalties under the California Private
22 Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or in other words
23 \$90,000, will be paid to the Labor and Workforce Development Agency ("LWDA") of the State of
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California, and the remaining balance of \$30,000 will be distributed to Class Members who worked for Defendants during the PAGA Period based on the pro-rata share of pay periods worked by each Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper request for exclusion, Class Members who were employed by Defendant during the PAGA Period will still be bound by the settlement and release of the PAGA Claims or remedies under the Final Judgment (and hence will receive a payment from the PAGA Settlement Amount). The settlement administrator will calculate the number of pay periods worked by the PAGA Members during the PAGA Period based on data provided by Defendant. The pay periods will be determined by the settlement administrator for each PAGA Member based on the data during the PAGA period. Defendant's pay period data will be presumed to be correct, unless a particular PAGA Member proves otherwise to the Settlement Administrator by credible written evidence. All pay period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all pay period disputes will be final and non-appealable. The amount to be paid per pay period to PAGA Members will be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of pay period worked by PAGA Members.

iv. Allocation of Settlement Awards: Individual Settlement awards for the Settlement Class will be allocated from the Net Settlement Amount and paid as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; eighty percent (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA (LWDA Payment), as alleged penalties for which IRS Form 1099 will issue.

1 v. Settlement Awards Do Not Trigger Additional Benefits: All

2 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
3 in the year in which such awards actually are received by the Class Members. It is expressly
4 understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member
5 to additional compensation or benefits under any company bonus, contest or other compensation or
6 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
7 any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
8 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in
9 this Agreement are the sole payments to be made by Defendant to the Class Members in connection
10 with this Settlement, and that the Class Members are not entitled to any new or additional
11 compensation or benefits as a result of having received the Settlement Awards (notwithstanding any
12 contrary language or agreement in any benefit or compensation plan document that might have been
13 in effect during the period covered by this Settlement).

14 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
15 modification, Defendant further agrees not to oppose Class Counsel's application for attorneys' fees
16 and litigation costs as set forth in Paragraph 16 below.

17 vii. Class Representatives: The Parties agree to the designation of
18 Plaintiffs Yuri Vences and Gabriela Arellano as "Class Representatives." The Class Representatives
19 shall receive an enhancement award of \$10,000.00 per Class Representative, at no additional cost to
20 Defendant, subject to approval by the Court. The Class Representatives' enhancement award is in
21 addition to the Class Representatives' individual Settlement Award and individual PAGA Share.
22 The enhancement award is to be part of, and to be deducted from, the Maximum Settlement
23 Amount. An IRS Form 1099-MISC shall issue for the enhancement award.
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viii. Settlement Administrator: The Settlement Administrator will be ILYM Group, or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court. All administration expenses shall be paid out of the Maximum Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), based on Defendants' records, stating the number of workweeks worked as Class Member during the Class Period, along with each Class Member's estimated Settlement Award amount, assuming all Class Members participate and the final number of workweeks worked is the same as existed at the time of mailing the Class Notice. The pre-printed information based on Defendants' records shall be presumed to be correct unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the workweeks worked during the Class Period by submitting written evidence to the Settlement Administrator. All disputes regarding workweeks worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

d. Enhancement Award to Plaintiff for Plaintiff's Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

1 e. Right to Rescission. The number of opt-outs by Class Members is not to
2 exceed ten percent (10%), or Defendant may terminate the Settlement; however, Defendant shall
3 not be required to terminate the Settlement. Defendant agrees to notify Class Counsel of any such
4 decision no later than fourteen (14) calendar days following the opt-out deadline and agrees to pay
5 all claims administration costs incurred through such date.

6 SETTLEMENT ADMINISTRATION

7 15. The Parties have agreed to the appointment of ILYM Group to perform the
8 customary duties of Settlement Administrator; provided, however, the Parties shall have the right to
9 select or substitute a different Settlement Administrator by mutual agreement and approval by the
10 Court. The Settlement Administrator will mail the Class Notice to all Class Members. The
11 Settlement Administrator will independently review Defendant's data as to the number of pay
12 periods worked during the Class Period, and will calculate the amounts due to Class Members in
13 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
14 summary or narrative form, the substance of its findings. The Settlement Administrator shall be
15 granted reasonable access to Defendant's records to perform its duties. At the request of Defendant,
16 and upon receipt of funds from Defendant, the Settlement Administrator will issue and send out
17 Settlement Award checks to Class Members and PAGA members. Tax treatment of the Settlement
18 Awards will be as set forth herein. All disputes relating to the Settlement Administrator's
19 performance of its duties shall be referred to the Court, if necessary, which will have continuing
20 jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and
21 obligations contemplated by this Stipulation of Settlement have been fully carried out.

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ATTORNEYS' FEES AND LITIGATION COSTS

16. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees not to oppose Class Counsel's application for attorneys' fees not to exceed 35 percent of the Maximum Settlement Amount, or in other words up to \$283,500 and attorneys' costs not to exceed \$60,000.00, from the Maximum Settlement Amount. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the maximum amounts set forth above shall be added to the Net Settlement Amount.

17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class Counsel within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

NOTICE TO THE PLAINTIFF CLASS

18. Class Notice as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. Any returned envelopes from this mailing with forwarding addresses will be used by the Settlement Administrator to forward the Notice to the Class Members. The Parties agree Defendant will provide the Settlement Administrator with the Class Members' names, last-known addresses, last-known telephone numbers, Social Security numbers ("Class Member Information"), and timecard data from the Class Period within twenty-one (21) calendar days after the Court's preliminary approval of the Settlement. Within forty (45)

1 calendar days after the Court's preliminary approval of the Settlement, the Settlement
2 Administrator will mail the notices of Settlement to the Class Members. The Class Members will
3 have sixty (60) days from the date of mailing to object to the Settlement or to postmark requests
4 for exclusion; the Settlement Administrator will perform an NCOA check and will skip-trace
5 returned mail and re-mail within three (3) business days of receipt. The Parties agree the Class
6 Members' contact information and Social Security numbers will be used only by the Settlement
7 Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class
8 Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to
9 protect the confidential and private information of the Class Members. To the extent Class Counsel
10 possesses or comes to possess the Class Members' contact information and/or Social Security
11 numbers, Class Counsel shall return all such information (including copies, data, or information
12 derived therefrom) within seven (7) calendar days from the final approval effective date of the
13 Settlement, shall not retain copies of such information, and shall not maintain or use such
14 information for any purpose. The Class Member Information provided for above, shall be based on
15 Defendants' payroll and other business records and in a format acceptable to the Settlement
16 Administrator.

17 b. Notices returned to the Settlement Administrator as non-delivered during the
18 60 calendar day period for objecting to the Settlement, or disputing the workweeks worked during
19 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If there
20 is no forwarding address, the Settlement Administrator will do a check of the Class Members'
21 addresses against those on file with the U.S. Postal Service's National Change of Address List and
22 will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class
23 Member's social security number; this search will be performed only once per Class Member by the
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1 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
2 Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to
3 provide the Class Notice to the affected member of the Settlement Class. The affected member of
4 the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the
5 terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

6 c. The Class Notice shall also identify the procedures for opting out of or
7 objecting to the Settlement.

8 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
9 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
10 diligence and proof of mailing with regard to the mailing of the Class Notice.

11 SETTLEMENT AWARDS

12 19. Defendant, on behalf of the Released Parties, will pay to the Settlement
13 Administrator the Maximum Settlement Amount within 21 days following the Court's final
14 approval of the Settlement, if final approval occurs without objectors, or after the 60-day appeal
15 period has expired without appeals or challenges if any objections are not withdrawn on the record
16 at final approval. Settlement Awards shall remain valid and negotiable for one hundred eighty
17 (180) calendar days from the date of their issuance; upon the deadline to cash the Settlement
18 Awards, the checks will automatically be canceled by the Settlement Administrator if not cashed
19 by the Class Member within that time, and the Class Member's claim will remain released by the
20 Settlement. The Settlement Awards provided to Class Members shall prominently state the
21 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
22 alternatively, such a statement may be made in a letter accompanying the check. Expired
23 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
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Parties in writing. The Settlement Administrator will send one reminder notice to all Class Members who have not cashed the settlement award check 30 days prior to the deadline. Any residue from uncashed Settlement Awards after the expiration date will be Funds from uncashed or returned checks will be distributed to the State Controller Unclaimed Property Fund pursuant to Code of Civil Procedure Section 384, subject to Court approval. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendants with a report listing the amount of all payments to be made to each Class Member. Defendants, on behalf of the Released Parties, will pay to the Settlement Administrator the Maximum Settlement Amount, after the Settlement becomes effective as defined in Paragraph 14, within 30 calendar days following the Effective Date. The Settlement Administrator shall disburse the payment in accordance with Paragraph 14. The Settlement Administrator will be responsible for making appropriate deductions, paying to Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class Representative any Court-approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class Members. Proof of payment will be filed with the Court and provided to Class Counsel and Defendants' Counsel within one hundred twenty (120) calendar days from the Effective Date.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

20. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by submitting a timely written request to the Settlement Administrator. The written request ("Request for Exclusion") should state that he/she has received the Class Notice, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The

Request for Exclusion must also state the individual's full name, address, last four digits of Social Security Number, and telephone number. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than 60 calendar days after the Settlement Administrator mails the Notice to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement. If a Settlement Class Member submits both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored.

21. Objecting to the Settlement. Any Participating Class Member that wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for Defendants), a timely statement of objection. To be timely, an objection must be mailed to the Settlement Administrator, and postmarked no later than 60 calendar days after the Settlement Administrator mailed the Notice to the Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. An objection must contain at least the following: (i) the objector's full name, address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address and telephone number. All objections shall be signed by the objecting Participating Class Member, even if the Participating Class Member is represented by counsel. The

1 right to object to the proposed Settlement must be exercised individually by a Participating Class
2 Member. Attempted collective, group, class or subclass objections shall be ineffective and
3 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the
4 terms of the Settlement.

5 RELEASE BY THE CLASS

6 22. The claims to be released by the Settlement Class include all claims arising during
7 the Class Period under state, federal and local law that were or could have been asserted based on
8 the facts and allegations made in the Operative Complaint, as to the Class Members, including
9 California Labor Code sections 200-204, 210, 218.5, 226, 226.3, 226.7, 233, 246, 247.5, 248.1,
10 248.2, 248.6 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, and 1197.1, 1198, 2802,
11 California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11010, *et seq.*,
12 and Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure
13 section 1021.5, and including all claims based on the facts of the Operative Complaint for alleged
14 unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay,
15 bonus and incentive pay, timely payment of wages during employment, timely payment of wages at
16 separation, wage statements, payroll records, failure to provide accurate wage statements,
17 unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest
18 break premiums, unfair competition, unfair business practices, unlawful business practices,
19 fraudulent business practices, class actions, representative actions, aggrieved party claims,
20 declaratory relief, penalties of any nature (including but not limited to civil penalties including wage
21 statement penalties and waiting-time penalties, interest, fees, costs, as well as all other claims and
22 allegations alleged in the Operative Complaint (collectively “Released Class Claims”) from April 4,
23 2020 through August 5, 2024 (“Class Release Period”). Expressly excluded from the release are
24

1 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
2 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
3 on facts occurring outside the Class Release Period.

4 23. The claims to be released by the PAGA Members include all claims arising during
5 the PAGA Period seeking civil penalties under PAGA, that Plaintiffs as proxy for the State of
6 California and/or the LWDA, to the maximum extent permitted by law, and as private attorneys
7 general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have
8 asserted based on the facts alleged in the Actions and/or the LWDA letters filed by Plaintiffs with
9 the LWDA, including all claims arising under the California Labor Code including, sections 200-
10 204, 210, 218, 218.5, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 248, 248.1, 248.2, 248.6,
11 248.7, 256, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
12 2810.5, 6409.6, 6432, and 2698, *et seq.*, as alleged in the PAGA Notices and in the Complaint, and
13 the wage orders of the California Industrial Welfare Commission based the facts alleged in the
14 Actions (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released
15 PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from July 15, 2020 through
16 August 5, 2024 ("PAGA Release Period") and for the entire PAGA Release Period, regardless of
17 whether Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent
18 pursuant to this Settlement. PAGA Members cannot and do not have the right to opt out of the
19 PAGA Group and/or release of their PAGA claims against the Released Parties. As such, an
20 individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion in
21 the PAGA Group assuming they/he/she qualifies as a PAGA Member.

22 24. Effective upon the date of final approval by the Court of this Stipulation of
23 Settlement, Plaintiffs fully release and discharge the Released Parties from any and all past,
24

1 present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages,
2 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or
3 potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery
4 (including but not limited to those based in contract or tort, common law or equity, federal, state, or
5 local law, statute, ordinance, or regulation), and for claims for compensatory, consequential,
6 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or
7 disbursements, against the Released Parties, including unknown claims covered by California Civil
8 Code section 1542, as quoted below, by Plaintiffs, arising during the period from the beginning of
9 the Plaintiffs' first interaction with any Defendant to the date on which the Court enters the order of
10 Final Approval of this Settlement, for any type of relief that can be released as a matter of law,
11 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
12 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,
13 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
14 claims which cannot be released as a matter of law. Plaintiffs generally release all known and
15 unknown claims against the Released Parties, and waive the application of section 1542 of the
16 California Civil Code, which provides as follows: "A general release does not extend to claims
17 which the creditor or releasing party does not know or suspect to exist in his or her favor at the time
18 of executing the release and that if known by him or her, would have materially affected his or her
19 settlement with the debtor or released party." The claims released pursuant to this paragraph
20 include but are not limited to the Participating Class Members' Released Claims, as well as any
21 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
22 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage
23 Order(s), and claims under state or federal discrimination statutes, including, without limitation the
24

1 California Fair Employment and Housing Act, California Government Code section 12940 et seq.;
2 the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the
3 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their
4 implementing regulations and interpretive guidelines.

5 25. In addition, the Class Representatives and each Settlement Class Member are barred from
6 filing claims before the California Division of Labor Standards Enforcement (DLSE), or from
7 initiating other proceedings regarding the Released Claims against the Released Parties unless and
8 until they opt out of the Settlement Class; this provision is intended to provide all Class Members
9 the opportunity to participate in or to opt out of the Settlement, and to ensure finality of the
10 Settlement and the Released Claims to the fullest extent permitted by law.

11 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

12 26. Plaintiffs shall promptly submit this Stipulation of Settlement to the Court in support
13 of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness,
14 adequacy and reasonableness; Plaintiffs agree to provide Defendant the opportunity to review, and
15 to seriously consider Defendant's comments before filing, Plaintiffs' Motion for Preliminary
16 Approval. Promptly upon execution of this Stipulation of Settlement, Plaintiffs shall apply to the
17 Court for the entry of an order preliminarily approving the Settlement, and;

18 a. Scheduling a fairness hearing on the question of whether the proposed
19 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and the
20 Class Representatives' Enhancement Award should be finally approved as fair, reasonable and
21 adequate as to the members of the Settlement Class;

b. Certifying a Settlement Class, Plaintiffs Yuri Vences and Gabriela Arellano as the Class Representatives, and Lawyers for Justice, PC, The Wheeler Law Firm, APC, and Castle Law: California Employment Counsel, PC as Class Counsel;

c. Approving as to form and content the proposed Class Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Class Notice;

e. Directing the mailing of the Class Notice by first class mail to the Class Members; and

f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and

g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

27. Plaintiffs agree to provide Defendant the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's Motion for Final Approval of Class Action Settlement.

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

26.

- 1 c. Approving the Enhancement Awards to the Class Representatives; and
2 d. Entering judgment in accordance with California Rules of Court, Rule
3 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement
4 Class from prosecuting against any Released Parties any individual or class or collective claims
5 released herein, upon satisfaction of all payments and obligations hereunder.

6 PARTIES' AUTHORITY

7 28. The signatories hereto hereby represent that they are fully authorized to enter into
8 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

9 MUTUAL FULL COOPERATION

10 29. To effectuate the terms of the Settlement, the Parties agree all formal and informal
11 discovery shall be stayed pending Court approval of the Settlement.

12 30. The Parties agree to fully cooperate with each other to accomplish the terms of this
13 Stipulation of Settlement, including, but not limited to, execution of such documents and taking
14 such other action as reasonably may be necessary to implement the terms of this Stipulation of
15 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
16 Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or
17 otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as
18 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance
19 and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final
20 approval of this Stipulation of Settlement.

21 31. The Parties and their respective counsel agree that they will not attempt to encourage
22 Class Members to file Requests for Exclusion.

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NO PRIOR ASSIGNMENTS

32. The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

34. The Parties agree that the Santa Clara County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

35. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as

1 of the third business day after mailing by United States registered or certified mail, return receipt
2 requested, addressed as follows:

3
4 **To Plaintiff and the Settlement Class:**

5 Timothy B. Del Castillo, Esq.
6 Kent L. Bradbury, Esq.
7 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
8 2999 Douglas Blvd., Suite 180
9 Roseville, CA 95661

10 **To Defendants:**

11 Rachael E. Brown
12 SWEENEY MASON LLP
13 983 University Avenue, #104C
14 Los Gatos, CA 95032

15 **NO PUBLIC COMMENT**

16 36. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until
17 the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose,
18 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or
19 publicize, any of the terms of the Settlement directly or indirectly, specifically or generally, to any
20 person, corporation, association, government agency, or other entity except: (1) to the Parties'
21 attorneys, accountants, or spouses, all of whom will be instructed to keep the Settlement
22 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
23 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
24 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
25 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
26 such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to,
directly or indirectly, initiate any conversation or other communication, before the filing of the
Motion for Preliminary Approval, any with third party regarding the Settlement or the matters

1 giving rise to the Settlement except to respond only that “the matter was resolved,” or words to that
2 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
3 accordance with Class Counsel’s ethical obligations owed to Class Members.
4

5 CONSTRUCTION

6 37. The Parties hereto agree that the terms and conditions of this Stipulation of
7 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this
8 Stipulation of Settlement shall not be construed in favor of or against any party by reason of the
9 extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of
10 Settlement.
11

12 CAPTIONS AND INTERPRETATIONS

13 38. Paragraph titles or captions contained herein are inserted as a matter of convenience
14 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
15 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
16 merely a recital.

17 MODIFICATION

18 39. This Stipulation of Settlement may not be changed, altered or modified, except in
19 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
20 may not be discharged except by performance in accordance with its terms or by a writing signed by
21 the Parties hereto.

22 INTEGRATION CLAUSE

23 40. This Stipulation of Settlement contains the entire agreement between the Parties
24 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
25

1 agreements, understandings, representations and statements, whether oral or written and whether by
2 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except
3 in writing.

4 5 BINDING ON ASSIGNS

6 41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
7 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
8 administrators, successors and assigns.

9 CLASS MEMBER SIGNATORIES

10 42. It is agreed that because the members of the Class are so numerous, it is impossible
11 or impractical to have each member of the Class execute this Stipulation of Settlement. The Class
12 Notice will advise all Class Members of the binding nature of the release, and the release shall have
13 the same force and effect as if this Stipulation of Settlement were executed by each member of the
14 Class.

15 COUNTERPARTS

16 43. This Stipulation of Settlement may be executed in counterparts and by facsimile
17 signatures, and when each party has signed and delivered at least one such counterpart, each
18 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
19 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
20 and effective as to all Parties.

21 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
22 Stipulation of Settlement as of the date(s) set forth below:

1 **Plaintiffs and Class Representative**

2
3 Dated: _____

YURI VENCES

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5
6 Dated: 01/10/2025 _____

Electronically Signed 2025-01-10 16:34:27 UTC - 98.207.84.118

Nintex AssureSign® b7198756-c8ca-4f68-a794-b25e011d8b09

GABRIELA ARRELLANO

7
8 **Defendant**

9 OPA MANAGEMENT GROUP, INC.

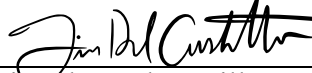
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11 Dated: _____

By Molly Adams
Its Chief Executive Officer

12
13 **APPROVED AS TO FORM:**

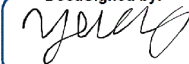
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15 Dated: 01/10/2025 _____

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

16
17 By:  _____
Timothy Del Castillo
Kent Bradbury
Attorneys for Plaintiffs and the Class

Plaintiffs and Class Representative

Dated: 1/14/2025 _____

DocuSigned by:

EA15AF9B585F4F0...

YURI VENCES

Dated: _____

GABRIELA ARRELLANO

Defendant

OPA MANAGEMENT GROUP, INC.

Dated: _____

By Molly Adams
Its Chief Executive Officer

APPROVED AS TO FORM:

Dated: _____

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

By: _____
Timothy Del Castillo
Kent Bradbury
Attorneys for Plaintiffs and the Class

1 **Plaintiffs and Class Representative**

2
3 Dated: _____

YURI VENCES

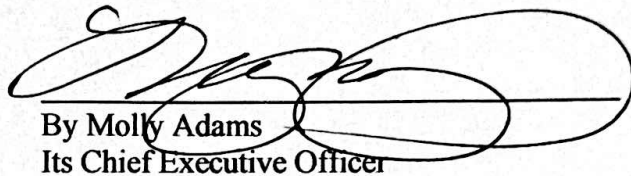
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6 Dated: _____

GABRIELA ARRELLANO

8 **Defendant**

9 OPA MANAGEMENT GROUP, INC.

10
11 Dated: 1/15/2025


By Molly Adams
Its Chief Executive Officer

13 **APPROVED AS TO FORM:**

14
15 Dated: _____

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

16
17 By: _____
Timothy Del Castillo
Kent Bradbury
Attorneys for Plaintiffs and the Class

1
2 Dated: January 15, 2025

LAWYERS FOR JUSTICE, PC

3
4 By: 
5 Edwin Aiwanian
6 Tara Zabehi
7 Attorneys for Plaintiffs and the Class

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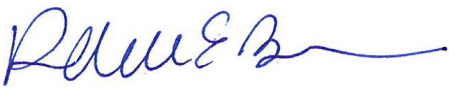
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10
11 Dated: January 14, 2025

WHEELER LAW FIRM, APC

12
13 By: 
14 Scott Wheeler
15 Attorneys for Plaintiffs and the Class

16 Dated: January 16, 2025

SWEENEY MASON, LLP

17
18 By: 
19 Rachael E. Brown
20 Attorneys for Defendants