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On behalf of herself and all others similarly situated

(Attorneys for Defendants on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOHANNA CABRAL, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

LASER CARE SPECIALISTS, A
PROFESSIONAL MEDICAL
CORPORATION, doing business as LASER
SKINCARE CENTER DERMATOLOGY
AND ASSOCIATES; LASER SKIN CARE
CENTER MEDICAL GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 21STCV25443

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: July 12, 2021

Trial Date: None Set

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14 CORPORATION, dba LASER SKINCARE CENTER DERMATOLOGY AND
15 ASSOCIATES
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This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Johanna Cabral (“Plaintiff”) and defendant Laser Care Specialists, A Professional Medical Corporation, dba Laser Skincare Dermatology and Associates (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Johanna Cabral v. Laser Care Specialists, A Professional Medical Corporation, dba Laser Skincare Dermatology and Associates, et al.*, Case No. 21STCV25443, initiated on July 12, 2021, and pending in Superior Court of the State of California, County of Los Angeles and *Johanna Cabral v. Laser Care Specialists, A Professional Medical Corporation, dba Laser Skincare Dermatology and Associates, et al.*, Case No. 21STCV33680, initiated on September 13, 2021.

1.2. “Administrator” means ILYM Group, Inc (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all individuals who were employed by Defendant in California as non-exempt salaried or hourly paid employees at any time during the PAGA Period.

1.5. “Class” or “Settlement Class” means all individuals who were employed by Defendant in California as non-exempt hourly employees at any time during the Class Period.

1.6. “Class Counsel” or “Settlement Class Counsel” means David D. Bibiyan, Diego Aviles and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member’s identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, hire date, termination date (as applicable), rehire date (as applicable), number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and in Spanish in the form, without material variation, attached as Exhibit “A” and incorporated by reference into this Agreement.

1.12. “Class Period” means the period between July 12, 2017 and February 20, 2023, unless Defendant elects to shorten the Class Period pursuant to paragraph 8.1 of this Agreement.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” or “Plaintiff’s Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means the named defendant Laser Care Specialists, A Professional Medical Corporation, dba Laser Skincare Dermatology and Associates.

1.17. "Defense Counsel" means Roger M. Mansukhani, Tom T. Nagashima and Miguel O. Medina of Gordon Rees Scully Mansukhani, LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, sixty-one (61) calendar days after Plaintiff has provided Notice of Entry of Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Two Hundred Fifty Thousand Dollars and Zero Cent (\$250,000.00), which is the total amount Defendant agrees to pay under the settlement except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period.

1.31. "PAGA Period" means the period between July 10, 2020 and the end of the Class Period.

1.32. "PAGA" means the Private Attorneys' General Act (Labor Code §§ 2698, et seq.).

1.33. "PAGA Notice" means Plaintiff's letter to Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties (\$25,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to the LWDA (\$18,750.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Johanna Cabral, the named Plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval of the Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.41. "Released Parties" means: Defendant and its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities (including Dr. Bryna Kane, M.D., Dr. Edward Glassberg, M.D., J. Robert West, M.D., Inc. a California professional corporation, ("West Dermatology"), and Dermatology Management, LLC a Nevada limited liability company), and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1 1.45. “Workweek” means any week during which a Class Member worked for Defendant in a
2 non-exempt position during the Class Period in California, based on hire dates, re-hire dates (as
3 applicable) and termination dates (as applicable).

4 **2. RECITALS**

5 2.1. On July 12, 2021, Plaintiff commenced this Action by filing a Complaint alleging
6 causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay
7 minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure
8 to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon
9 termination; (6) wage statements violations; (7) failure to indemnify for business expenses; (8)
10 unfair competition within the meaning of Business and Professions Code section 17200; (9)
11 violation of Fair Credit Reporting Act (“FCRA”); (10) violation of California Investigative
12 Consumer Reporting Agencies Act (“ICRAA”); and (11) violation of Consumer Credit
13 Reporting Agencies Act (“CCRAA”) (“Class Action”). On September 13, 2021, when 65 days
14 passed without any communication from the LWDA, Plaintiff filed a separate representative
15 action under PAGA in the Superior Court of California for the County of Los Angeles, entitled
16 as *Johanna Cabral v. Laser Care Specialists, A Professional Medical Corporation, dba Laser*
17 *Skincare Dermatology and Associates, et al.*, Case Number 21STCV33680, for civil penalties
18 under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 in connection with the
19 allegations made in the PAGA Notice (the “PAGA Action”). On August 3, 2022, the Parties
20 stipulated to consolidate the Class Action and PAGA Action. The July 12, 2021 complaint is
21 the operative complaint for the release of class claims (“Class Action Operative Complaint”)
22 and the September 13, 2021 complaint is the operative complaint for the release of the PAGA
23 claims (“PAGA Action Operative Complaint”). Defendant denies the allegations in both
24 complaints, denies any failure to comply with the laws identified in the complaints, and denies
25 any and all liability for the causes of action alleged in the complaints.

26 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
27 Defendant and the LWDA by sending the PAGA Notice.

2.3. On December 19, 2022, the parties participated in an all-day mediation presided over by Deborah Crandall Saxe, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll records for approximately 50% of the estimated 93 Class Members between July 12, 2017 and November 23, 2022; (2) Defendant's relevant wage and hour policy documents and Defendant's employee handbooks in effect during the Class Period; (3) a sample purported meal break waiver form; and (4) Plaintiff's personnel records and employment files. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (Dunk/Kullar).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$250,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative

1 of not more than \$7,500.00 in addition to any Individual Class Payment and any
2 Individual PAGA Payment the Class Representative is entitled to receive as a
3 Participating Class Member. Defendant will not oppose Plaintiff's request for a Class
4 Representative Service Payment that does not exceed this amount. As part of the
5 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
6 Plaintiff will seek Court approval for any Class Representative Service Payment no
7 later than 16 court days prior to the Final Approval Hearing. If the Court approves a
8 Class Representative Service Payment less than the amount requested, the
9 Administrator will retain the remainder in the Net Settlement Amount. The
10 Administrator will pay the Class Representative Service Payment using IRS Form
11 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the
12 Class Representative Service Payment.

13 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which
14 is currently estimated to be \$87,500.00 and a Class Counsel Litigation Expenses
15 Payment of not more than \$25,000.00. Defendant will not oppose requests for these
16 payments provided that do not exceed these amounts. Class Counsel will file a motion
17 for Class Counsel Fees Payment and/or a Class Litigation Expenses Payment no later
18 than 16 court days prior to the final Approval Hearing. If the Court approves the Class
19 Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than
20 the amounts requested, the Administrator will allocate the remainder to the Net
21 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
22 other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel
23 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
24 will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses
25 Payment using one or more IRS 1099 Forms. Class Counsel assumes full
26 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
27 Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
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1 indemnifies Defendant, from any dispute or controversy regarding any division or
2 sharing of any of these payments. There will be no additional charge of any kind to
3 either the Class Members or request for additional consideration from Defendant for
4 such work unless, Defendant materially breach this Agreement, including any term
5 regarding funding, and further efforts are necessary from Class Counsel to remedy said
6 breach, including, without limitation, moving the Court to enforce the Agreement.

7 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
8 \$5,000.00 except for a showing of good cause and as approved by the Court. To the
9 extent the Administration Expenses are less, or the Court approves payment less than
10 \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

11 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
12 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
13 by all Participating Class Members during the Class Period and (b) multiplying the
14 result by each Participating Class Member's Workweeks.

15 3.2.4.1. Tax Allocation of Individual Class Payments. One third (1/3) of each
16 Participating Class Member's Individual Class Payment will be allocated to
17 settlement of wage claims (the "Wage Portion"). The Wage Portions are
18 subject to tax withholding and will be reported on an IRS W-2 Form. The two
19 thirds (2/3) of each Participating Class Member's Individual Class Payment
20 will be allocated to settlement of claims for interest and penalties (the "Non-
21 Wage Portion"). The Non-Wage Portions are not subject to wage withholdings
22 and will be reported on IRS 1099 Forms. Participating Class Members assume
23 full responsibility and liability for any employee taxes owed on their
24 Individual Class Payment.

25 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
26 Class Payments. Non-Participating Class Members will not receive any
27 Individual Class Payments. The Administrator will retain amounts equal to
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1 their Individual Class Payments in the Net Settlement Amount for distribution
2 to Participating Class Members on a pro rata basis.

3 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
4 \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00)
5 allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the
6 Individual PAGA Payments.

7 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
8 dividing the amount of the Aggrieved Employees' 25% share of PAGA
9 Penalties \$6,250.00 by the total number of PAGA Period Pay Periods worked
10 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
11 result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
12 Employees assume full responsibility and liability for any taxes owed on their
13 Individual PAGA Payment.

14 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
15 the Administrator will allocate the remainder to the Net Settlement Amount.
16 The Administrator will report the Individual PAGA Payments on IRS 1099
17 Forms.

18 **4. SETTLEMENT FUNDING AND PAYMENTS**

19 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
20 records to date, Defendant estimates there are 93 Class Members who collectively work a total
21 of 8,530 Workweeks, and 58 of Aggrieved Employees who worked a total of 1,891 of PAGA
22 Pay Periods.

23 4.2. Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of
24 the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in
25 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
26 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
27 of this Settlement and for no other purpose, and restrict access to the Class Data to
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1 Administrator employees who need access to the Class Data to effect and perform under this
2 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
3 discovers that the Class Data omitted class member identifying information and to provide
4 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
5 deadline by which Defendant must send the Class Data to the Administrator, the Parties and
6 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
7 resolve any issues related to missing or omitted Class Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
9 Amount and the amounts necessary to pay its share of payroll taxes by: (1) transmitting one
10 half (1/2) of the funds to the Administrator no later than ten (10) business days after the
11 Effective Date; and (2) transmitting the remainder to the Administrator no later than six (6)
12 months thereafter.

13 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
14 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
15 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
16 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
17 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
18 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
19 Service Payment shall not precede disbursement of Individual Class Payments and Individual
20 PAGA Payments.

21 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
22 Individual PAGA Payments and send them to the Class Members via First Class U.S.
23 Mail, postage prepaid. The face of each check shall prominently state the date (not less
24 than 180 days after the date of mailing) when the check will be voided. The
25 Administrator shall send a reminder thereon to said Class Member after 90 days of
26 issuance. The Administrator will cancel all checks not cashed by the void date. The
27 Administrator will send checks for Individual Settlement Payments to all Participating
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1 Class Members (including those for whom Class Notice was returned undelivered).
2 The Administrator will send checks for Individual PAGA Payments to all Aggrieved
3 Employees including Non-Participating Class Members who qualify as Aggrieved
4 Employees (including those for whom Class Notice was returned undelivered). The
5 Administrator may send Participating Class Members a single check combining the
6 Individual Class Payment and the Individual PAGA Payment. Before mailing any
7 checks, the Settlement Administrator must update the recipients' mailing addresses
8 using the National Change of Address Database.

9 4.4.2. The Administrator must conduct a Class Member Address Search for all other
10 Class Members whose checks are returned undelivered without USPS forwarding
11 address. Within seven (7) days of receiving a returned check, the Administrator must
12 re-mail checks to the USPS forwarding address provided or to an address ascertained
13 through the Class Member Address Search. The Administrator need not take further
14 steps to deliver checks to Class Members whose re-mailed checks are returned as
15 undelivered. The Administrator shall promptly send a replacement check to any Class
16 Member whose original check was lost or misplaced, requested by the Class Member
17 prior to the void date.

18 4.4.3. For any Class Member whose Individual Class Payment check or Individual
19 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
20 shall transmit the funds represented by such checks to Legal Aid at Work ("Cy Pres
21 Recipient"), for use in the County of Los Angeles, pursuant to Code of Civil
22 Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel
23 represent that they have no interest or relationship, financial or otherwise, with the
24 intended Cy Pres Recipient.

25 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
26 shall not obligate Defendant to confer any additional benefits or make any additional
27 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
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1 specified in this Agreement.

2 **5. RELEASE OF CLAIMS**

3 Effective on the date when Defendant fully funds the entire Gross Settlement Amount
4 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiff, Class Members and Class Counsel will release claims against all Released
6 Parties as follows:

7 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors and assigns generally,
9 release and discharge Released Parties from all claims, transactions, or occurrences that
10 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
11 reasonably could have been alleged, based on the facts contained in the Class Action Operative
12 Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based
13 on facts contained in the PAGA Action Operative Complaint and PAGA Notice, or ascertained
14 during the Action, including, but not limited to, all claims and code sections identified and
15 released under 5.2 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
16 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
17 disability benefits, social security benefits, workers' compensation benefits that arose at any
18 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff
19 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
20 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
21 effective in all respects, notwithstanding such different or additional facts or Plaintiff's
22 discovery of them.

23 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
24 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
25 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
26 which reads:

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

4 5.2. Release by Participating Class Members who are not Aggrieved Employees: All
5 Participating Class Members, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors and assigns, release
7 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
8 based on the Class Period facts stated in the Class Action Operative Complaint, including: (1)
9 any and all claims involving any alleged failure to pay overtime wages; (2) any and all claims
10 involving any alleged failure to pay minimum wages; (3) any and all claims involving any
11 alleged failure to provide meal periods or compensation in lieu thereof; (4) any and all claims
12 involving any alleged failure to provide rest periods or compensation in lieu thereof; (5) any
13 and all claims involving any alleged failure to pay all wages due upon termination; (6) any and
14 all claims involving any alleged wage statement violations; (7) any and all claims involving any
15 alleged failure to indemnify for business expenses; (8) any and all claims asserted through
16 Business and Professions Code section 17200 arising out of Labor Code violations referenced
17 in the Operative Complaint; (9) any and all claims involving any alleged violation of Fair
18 Credit Reporting Act ("FCRA"); (10) any and all claims involving any alleged violation of
19 California Investigative Consumer Reporting Agencies Act ("ICRAA"); and (11) any and all
20 claims involving any alleged violation of Consumer Credit Reporting Agencies Act
21 ("CCRAA").

22 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do
23 not release any other claims, including claims for vested benefits, wrongful termination,
24 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
25 security, workers' compensation, or claims based on facts occurring outside the Class Period.

26 5.4. Release by Aggrieved Employees: Upon the Effective Date of this Agreement,
27 Plaintiff, all Aggrieved Employees, and the State of California are deemed to release, on behalf
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1 of themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
3 that occurred during the PAGA Period, pursuant to Labor Code section 2698 et seq., were
4 alleged or reasonably could have been alleged, based on the PAGA Period facts stated in the
5 PAGA Action Operative Complaint and PAGA Notice, including, but not limited to, claims for
6 PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in
7 connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204,
8 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5,
9 1198.5, 2802, and 2810.5,.

10 **6. MOTION FOR PRELIMINARY APPROVAL**

11 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
12 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
13 Approvals.

14 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of the full
15 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
16 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or
17 potential conflicts of interest with the Administrator and Cy Pres Recipient. In their
18 Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other
19 pending matter or action asserting claims that will be extinguished or adversely affected by the
20 Settlement.

21 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel at least
22 four (4) business days prior to filing, all documents necessary for obtaining Preliminary
23 Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for
24 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a
25 request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii)
26 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii)
27 a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its
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1 “not to exceed” bid for administering the Settlement and attesting to its willingness to serve;
2 competency; operative procedures for protecting the security of Class Data; amounts of
3 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
4 relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy
5 Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or
6 Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and
7 competency to serve and disclosing all facts relevant to any actual or potential conflicts of
8 interest with Class Members and the Administrator; (v) a signed declaration from each Class
9 Counsel firm attesting to its competency to represent the Class Members; its timely
10 transmission to the LWDA of all necessary PAGA documents (initial notice of violations
11 (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd.
12 (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any
13 actual or potential conflict of interest with Class Members, the Administrator and/or the Cy
14 Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that
15 they are not aware of any other pending matter or action asserting claims that will be
16 extinguished or adversely affected by the Settlement.

17 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
18 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
19 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
20 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
21 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
22 Administrator.

23 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
24 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
25 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
26 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
27 Preliminary Approval or conditions Preliminary Approval on any material change to this
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1 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
2 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
3 and otherwise satisfy the Court's concerns.

4 **7. SETTLEMENT ADMINISTRATION**

5 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc
6 ("ILYM"), to serve as the Administrator and verified that, as a condition of appointment, ILYM
7 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
8 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
9 represent that they have no interest or relationship, financial or otherwise, with the
10 Administrator other than a professional relationship arising out of prior experiences
11 administering settlements.

12 7.2. Employer Identification Number. The Administrator shall have and use its own
13 Employer Identification Number for purposes of calculating payroll tax withholdings and
14 providing reports state and federal tax authorities.

15 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
16 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
17 section 468B-1.

18 7.4. Notice to Class Members

19 7.4.1. No later than three (3) business days after receipt of the Class Data, the
20 Administrator shall notify Class Counsel that the list has been received and state the
21 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the
22 Class Data.

23 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
24 days after receiving the Class Data, the Administrator will send to all Class Members
25 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
26 the Class Notice, with Spanish translation, substantially in the form attached to this
27 Agreement as Exhibit "A." The first page of the Class Notice shall prominently estimate
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1 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
2 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
3 applicable) used to calculate these amounts. Before mailing Class Notices, the
4 Administrator shall update Class Member addresses using the National Change of
5 Address database.

6 7.4.3. Not later than three (3) business days after the Administrator's receipt of any
7 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
8 Class Notice using any forwarding address provided by the USPS. If the USPS does
9 not provide a forwarding address, the Administrator shall conduct a Class Member
10 Address Search and re-mail the Class Notice to the most current address obtained. The
11 Administrator has no obligation to make further attempts to locate or send Class
12 Notice to Class Members whose Class Notice is returned by the USPS a second time.

13 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
14 and/or Pay Periods and Requests for Exclusion will be extended an additional 15 days
15 beyond the 45 days otherwise provided in the Class Notice for all Class Members
16 whose notice is re-mailed. The Administrator will inform the Class Member of the
17 extended deadline with the re-mailed Class Notice.

18 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
19 discovers any persons who believe they should have been included in the Class Data
20 and should have received Class Notice, the Parties will expeditiously meet and confer
21 in person or by telephone, and in good faith, in an effort to agree on whether to include
22 them as Class Members. If the Parties agree, such persons will be Class Members
23 entitled to the same rights as other Class Members and the Administrator will send,
24 via email or overnight delivery, a Class Notice requiring them to exercise options
25 under this Agreement not later than 15 days after receipt of Class Notice or the
26 deadline dates in the Class Notice, which ever are later.

27 7.5. Requests for Exclusion (Opt-Outs).

1 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
2 Settlement must send the Administrator, by email or mail, a signed written Request for
3 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus
4 an additional 15 days for Class Members whose Class Notice is re-mailed). A Request
5 for Exclusion is a letter from a Class Member or his/her representative that reasonably
6 communicates the Class Member's election to be excluded from the Settlement and
7 includes the Class Member's name, address and email address or telephone number.
8 To be valid, a Request for Exclusion must be emailed or postmarked by the Response
9 Deadline.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
11 fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably
13 ascertain the identity of the person as a Class Member and the Class Member's desire
14 to be excluded. The Administrator's determination shall be final and not appealable or
15 otherwise susceptible to challenge. If the Administrator has reason to question the
16 authenticity of a Request for Exclusion, the Administrator may demand additional
17 proof of the Class Member's identity. The Administrator's determination of
18 authenticity shall be final and not appealable or otherwise susceptible to challenge.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for
20 Exclusion is deemed to be a Participating Class Member under this Agreement,
21 entitled to all benefits and bound by all terms and conditions of the Settlement,
22 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.4 (if
23 applicable) of this Agreement, regardless whether the Participating Class Member
24 actually receives the Class Notice or objects to the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or
27 have the right to object to the class action components of the Settlement. Because
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1 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
2 Participating Class Members who are Aggrieved Employees are deemed to release the
3 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
4 PAGA Payment.

5 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
6 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
7 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
8 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
9 challenge the allocation by communicating with the Administrator via email or mail. The
10 Administrator must encourage the challenging Class Member to submit supporting
11 documentation. In the absence of any contrary documentation, the Administrator is entitled to
12 presume that the Workweeks contained in the Class Notice are correct so long as they are
13 consistent with the Class Data. The Administrator's determination of each Class Member's
14 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
15 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
16 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
17 Administrator's determination the challenges.

18 7.7. Objections to Settlement

19 7.7.1. Only Participating Class Members may object to the class action components of
20 the Settlement and/or this Agreement, including contesting the fairness of the
21 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
22 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

23 7.7.2. Participating Class Members may send written objections to the Administrator
24 by email or mail. In the alternative, Participating Class Members may appear in Court
25 (or hire an attorney to appear in Court) to present verbal objections at the Final
26 Approval Hearing. A Participating Class Member who elects to send a written
27 objection to the Administrator must do so not later than 45 days after the
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1 Administrator's mailing of the Class Notice (plus an additional 15 days for Class
2 Members whose Class Notice was re-mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of the class
4 action components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
8 establish and maintain and use an internet website to post information of interest to
9 Class Members including the date, time and location for the Final Approval Hearing
10 and copies of the Settlement Agreement, Motion for Preliminary Approval, the
11 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for
12 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
13 Representative Service Payment, the Final Approval and the Judgment. The
14 Administrator will also maintain and monitor an email address and a toll-free
15 telephone number to receive Class Member calls and emails.

16 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
17 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
18 Not later than five (5) days after the expiration of the deadline for submitting Requests
19 for Exclusion, the Administrator shall email a list to Class Counsel and Defense
20 Counsel containing (a) the names and other identifying information of Class Members
21 who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the
22 names and other identifying information of Class Members who have submitted
23 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
24 Settlement submitted (whether valid or invalid).

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
26 reports to Class Counsel and Defense Counsel that, among other things, tally the
27 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
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1 Requests for Exclusion (whether valid or invalid) received, objections received,
2 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
3 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
4 Report”). The Weekly Reports must include provide the Administrator’s assessment of
5 the validity of Requests for Exclusion and attach copies of all Requests for Exclusion
6 and objections received.

7 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
8 to address and make final decisions consistent with the terms of this Agreement on all
9 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
10 Administrator’s decision shall be final and not appealable or otherwise susceptible to
11 challenge.

12 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to
13 file the Motion for Final Approval of the Settlement, the Administrator will provide to
14 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
15 to its due diligence and compliance with all of its obligations under this Agreement,
16 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
17 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
18 total number of Requests for Exclusion from Settlement it received (both valid or
19 invalid), the number of written objections and attach the Exclusion List. The
20 Administrator will supplement its declaration as needed or requested by the Parties
21 and/or the Court. Class Counsel is responsible for filing the Administrator’s
22 declaration(s) in Court.

23 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
24 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
25 will provide Class Counsel and Defense Counsel with a final report detailing its
26 disbursements by employee identification number only of all payments made under
27 this Agreement. At least seven (7) days before any deadline set by the Court, the
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1 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
2 signed declaration suitable for filing in Court attesting to its disbursement of all
3 payments required under this Agreement. Class Counsel is responsible for filing the
4 Administrator's declaration in Court.

5 **8. CLASS SIZE ESTIMATES**

6 Based on its records, Defendant estimates that, as of the date of this Settlement
7 Agreement, (1) there are 93 Class Members and 8,530 Total Workweeks during the Class
8 Period and (2) there are 58 Aggrieved Employees who worked 1,891 Pay Periods during the
9 PAGA Period.

10 8.1. Increase in Workweeks. If it is determined that the number of workweeks worked by
11 Settlement Class Members during the Class Period exceeds 9,383 (110% of 8,530), then the
12 Gross Settlement Amount will be increased by the same number of percentage points above
13 10% by which the actual number of pay periods exceeds 9,383. For instance, if the actual
14 number of workweeks at the end of the Class Period is determined to be 12% higher than
15 8,530, the Gross Settlement Amount would be increased by 2%. At its option, Defendant can
16 avoid the increase in the Gross Settlement Amount by electing to end the Class Period when the
17 number of workweeks reaches 9,383. Defendant must notify Class Counsel of its election no
18 later than 14 calendar days after receiving sufficient information from the Settlement
19 Administrator that the number of workweeks has exceeded 9,383.

20 **9. DEFENDANT'S RIGHT TO WITHDRAW**

21 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
22 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw
23 from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be
24 void ab initio, have no force or effect whatsoever, and that neither Party will have any further
25 obligation to perform under this Agreement; provided, however, Defendant will remain
26 responsible for paying all Settlement Administration Expenses incurred to that point.
27 Defendant must notify Class Counsel and the Court of its election to withdraw not later than 14
28

1 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections
2 will have no effect.

3 **10. MOTION FOR FINAL APPROVAL**

4 Before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
5 final approval of the Settlement that includes a request for approval of the PAGA settlement
6 under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed
7 Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these
8 documents to Defense Counsel four (4) business days prior to filing the Motion for Final
9 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
10 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
11 Approval.

12 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
13 by a Participating Class Member, including the right to file responsive documents in Court no
14 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
15 by the Court.

16 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
17 Approval on any material change to the Settlement (including, but not limited to, the scope of
18 release to be granted by Class Members), the Parties will expeditiously work together in good
19 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
20 Approval. The Court’s decision to award less than the amounts requested for the Class
21 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
22 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
23 modification to the Agreement within the meaning of this paragraph.

24 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
25 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
26 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
27 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
3 has any liability for any claims asserted; nor should it be intended or construed as an admission
4 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
5 certification and representative treatment is for purposes of this Settlement only. If, for any
6 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
7 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
8 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
9 move for class certification on any grounds available and to contest Defendant's defenses. The
10 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
11 and will not be admissible in connection with, any litigation (except for proceedings to enforce
12 or effectuate the Settlement and this Agreement).

13 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
14 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
15 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or
16 permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
17 directly or indirectly, specifically or generally, to any person, corporation, association,
18 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or
19 spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
20 related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
21 in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by
22 a state or federal government agency. Each Party agrees to immediately notify each other Party
23 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
24 Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate
25 any conversation or other communication, before the filing of the Motion for Preliminary
26 Approval, any with third party regarding this Agreement or the matters giving rise to this
27 Agreement except to respond only that "the matter was resolved," or words to that effect. This
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paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

1 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
2 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
3 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
4 CFR Part 10, as amended) or otherwise.

5 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or
7 their representatives, and approved by the Court.

8 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

10 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California, without
12 regard to conflict of law principles

13 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
14 this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of information shall
18 survive the execution of this Agreement

19 12.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
20 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant
21 in connection with the mediation, other settlement negotiations, or in connection with the
22 Settlement, may be used only with respect to this Settlement, and no other purpose, and may
23 not be used in any way that violates any existing contractual agreement, statute, or rule of
24 court.

25 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

27 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
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1 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
2 weekend or federal legal holiday, such date or deadline shall be on the first business day
3 thereafter.

4 12.17. Notice. All notices, demands or other communications between the Parties in
5 connection with this Agreement will be in writing and deemed to have been duly given as of
6 the third business day after mailing by United States mail, or the day sent by email or
7 messenger, addressed as follows:

8 To Plaintiff:

BIBIYAN LAW GROUP

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david@tomorrowlaw.com

Diego Aviles (Cal. Bar No. 315533)

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8484 Wilshire Blvd., Suite 500

Los Angeles, California 90211

Telephone: (310) 438-5555 Facsimile: (310) 300-1705

14 To Defendant:

ROGER M. MANSUKHANI (SBN: 164463)

rmansukhani@grsm.com

TOM T. NAGASHIMA (SBN: 233636)

tnagashima@grsm.com

MIGUEL O. MEDINA (SBN: 326048)

mmedina@grsm.com

GORDON REES SCULLY MANSUKHANI, LLP

633 West Fifth Street, 52nd floor

Los Angeles, CA 90071

Telephone: (213) 270-7868

Facsimile: (213) 680-4470

23 12.18. Execution in Counterparts. This Agreement may be executed in one or more
24 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
25 Agreement shall be accepted as an original. All executed counterparts and each of them will be
26 deemed to be one and the same instrument if counsel for the Parties will exchange between
27 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
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1 prove the existence and contents of this Agreement.

2 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
3 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
4 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
5 the date to bring a case to trial under CCP section 583.310 for the entire period of this
6 settlement process.

7 12.20. Severability. In the event that one or more of the provisions contained in this
8 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
9 invalidity, illegality, or unenforceability shall in no way effect any other provision if
10 Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class,
11 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had
12 never been included in this Agreement.

13
14 **IT IS SO AGREED:**
15

16
17 
18 Johanna Cabral (Jun 2, 2023 15:36 PDT)
19 For Plaintiff, Johanna Cabral

For Defendant, Laser Care Specialists, A
Professional Medical Corporation

20
21  6/30/23

22 David D. Bibiyan
23 Vedang J. Patel
24 Counsel for Plaintiff Johanna Cabral

Roger M. Mansukhani
Tom T. Nagashima
Miguel O. Medina
Counsel for Defendant, Laser Care Specialists,
A Professional Medical Corporation

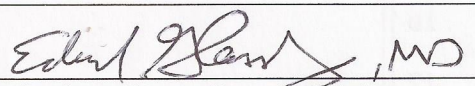
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5 the date to bring a case to trial under CCP section 583.310 for the entire period of this
6 settlement process.

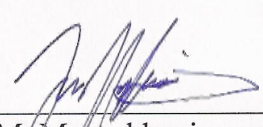
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9 invalidity, illegality, or unenforceability shall in no way effect any other provision if
10 Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class,
11 mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had
12 never been included in this Agreement.

13
14 **IT IS SO AGREED:**

15
16
17 For Plaintiff, Johanna Cabral

18 
19 For Defendant, Laser Care Specialists, A
20 Professional Medical Corporation

21
22 David D. Bibiyan
23 Vedang J. Patel
24 Counsel for Plaintiff Johanna Cabral

25 
26 Roger M. Mansukhani
27 Tom T. Nagashima
28 Miguel O. Medina
Counsel for Defendant, Laser Care Specialists,
A Professional Medical Corporation