

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs LYNN RUIZ and RUBY CHACON (“Plaintiffs”) and defendant CONDUENT COMMERCIAL SOLUTIONS, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Lynn Ruiz and Ruby Chacon v. Conduent Commercial Solutions, LLC* initiated on September 20, 2021, in the Superior Court of the State of California for the County of Kern, Case No. BCV-21-102215, and removed to the Federal District Court for the Eastern District of California on October 10, 2021, Case No. 1:21-cv-01555-JLT-CDB.
- 1.2. “Administrator” means ILYM Group, Inc., 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 Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid.
- 1.4. “Aggrieved Employee” means all current and former employees employed in California by Defendant at any time during the PAGA Periods.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Kern.
- 1.8. “Defense Counsel” means Heather Hearne of The Kullman Firm.

- 1.9. “Effective Date” means the date the Court enters a final Judgment on its Order Approving the PAGA settlement and the timeframe to appeal, if any, has expired. If a timely appeal is made, the Effective Date shall be ten (10) business days after the final resolution of that appeal.
- 1.10. “General Release Payment” means \$10,000 each to Plaintiff Ruiz and Plaintiff Chacon for their work as representative plaintiffs and the execution of a General Release to the benefit of Defendant and all of its affiliates and agents.
- 1.11. “Maximum Settlement Amount” means \$250,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Maximum Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ General Release Payment, and the Administrator’s Expenses.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.16. “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ General Release Payments, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Noël Harlow and Danny Yadidsion of Labor Law, PC, the attorneys representing Plaintiffs in the Action.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel as approved by the Court for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. “PAGA Periods” mean each and all of the following:

Time Period (at any time between and including)	Employee Category	Civil penalties per the following California Labor Code sections:
June 1, 2022 through October 31, 2024	Exempt	LC §2802
January 15, 2024 through October 31, 2024	Non-Exempt	LC §2802
October 19, 2021 through October 31, 2024	All Employees	LC §§200, 227.3, 212(a)(1), and 1198.5(a)
January 15, 2024 through October 31, 2024	Non-exempt	LC §§201, 202, 203, 204, 210, 212, 216, 218.6, 223, 225, 226, 226.3, 226.7, 256, 432.5, 510, 512, 558, 1174, 1174.5, 1174(d), 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 2802, 2698, and 2699. IWC Wage Orders 4-2001, 5-2001, and 7-2001.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.22. “PAGA Notices” means Plaintiff Ruiz’s September 20, 2021 letter to Defendant and the LWDA, Plaintiff Chacon’s August 8, 2023, December 12, 2023, and May 2, 2024 letters and amended letters to Defendant and the LWDA, which all provide notice pursuant to Labor Code § 2699.3(a).

1.23. “PAGA Penalties” mean the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.24. “Plaintiffs” means Lynn Ruiz and Ruby Chacon, the named plaintiffs in the Action.

1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.27. “Released Parties” means Defendant and its predecessors and successors, corporate parents,

corporate subsidiaries, corporate affiliates and all of its and those entities' current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.

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

1.29. "Defendant" means named Defendant Conduent Commercial Solutions, LLC.

2. RECITALS.

2.1. Plaintiff Ruiz filed a Class Action Complaint asserting violation of Labor Code § 2802 and Unfair and Unlawful Business Practices against Conduent in the Superior Court of the State of California for the County of Kern, Case No. BCV-21-102215, on September 20, 2021. Conduent removed the case to federal court on October 10, 2021. On November 23, 2021, Conduent filed a Motion to Compel Arbitration, which the Court granted on May 11, 2023. However, in granting Conduent's Motion, the Court noted that there was "ambiguity in the Complaint regarding the presence of a PAGA claim," because the body of the Complaint did not mention PAGA but the prayer for relief requested civil penalties under Labor Code § 2699. As a result, on June 1, 2023, Plaintiff Ruiz, with leave of Court, filed a First Amended Complaint, replacing her class action claim with a representative PAGA action. On August 18, 2023, the Court stayed the matter pending completion of arbitration of Plaintiff's individual claims.

2.2. On August 8, 2023, Plaintiff Chacon submitted a notice letter to the LWDA, asserting failure to pay minimum wages for all hours worked, waiting time penalties, failure to pay overtime compensation, failure to provide meal and rest periods, failure to furnish accurate wage statements, and failure to reimburse employees for necessary expenditures. Thereafter, counsel and the parties agreed to the following: (1) Plaintiff Chacon would amend her LWDA letter to incorporate certain additional Labor Code violations; (2) Plaintiff Ruiz would amend her complaint to add Chacon as a Plaintiff and incorporate her additional

allegations; and (3) mediation. On December 12, 2023, and May 2, 2024, Chacon submitted amended letters to the LWDA; Plaintiff Ruiz filed a Stipulation for Leave to File a Second Amended Representative Action Complaint for Civil Fines on July 30, 2024. Then, on August 1, 2024, Plaintiff Ruiz filed a Second Amended Complaint, adding Chacon as a named Plaintiff.

2.3. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.4. On August 7, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, electronic time records, pay records, policy documents and data about the Aggrieved Employees.

3. MONETARY TERMS.

3.1. Maximum Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$250,000.00 and no more as the Maximum Settlement Amount. Defendant has no obligation to pay the Maximum Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$83,325.00 and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment

1 and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel
2 Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the
3 amounts requested, the Administrator will allocate the remainder to the Net
4 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or
5 any other Plaintiff's Counsel arising from any claim to any portion of the PAGA
6 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
7 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
8 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
9 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and
10 the PAGA Counsel Litigation Expenses Payment and holds Defendant and Released
11 Parties harmless, and indemnifies the same from any dispute or controversy
12 regarding any division or sharing of any of these payments.

13 3.2.2. To the Administrator: An Administration Expenses Payment not to exceed
14 \$20,000.00 except for a showing of good cause and as approved by the Court. To the
15 extent the Administration Expenses are less or the Court approves payment less than
16 \$20,000.00, the Administrator will allocate the remainder to the Net Settlement
17 Amount.

18 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the
19 Maximum Settlement Amount, with 75% allocated to the LWDA PAGA Payment
20 and 25% allocated to the Individual PAGA Payments.

21 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
22 Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods
23 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
24 Aggrieved Employee's PAGA Pay Period. The payments to Aggrieved Employees shall be reported as non-
25 wage payments in the year of payment and reported on a Form 1099 with no withholdings or payroll taxes.
26 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

27 3.2.4. To Plaintiffs: The Administrator will pay Plaintiff Ruiz and Plaintiff Chacon each
28 \$10,000.00 in exchange for their work as a representative Plaintiff, and for the

1 execution of a General Release to the benefit of Defendant and the Released Parties..
2 This payment is in addition to Plaintiff's Individual PAGA Payments. Plaintiffs
3 shall be responsible for justifying Plaintiffs' General Release Payment to the Court
4 and obtaining approval for it. If the Court approves a Plaintiffs' General Release
5 Payments less than the amount requested, the Administrator will allocate the
6 remainder to the Net Settlement Amount. Released Parties shall have no liability to
7 PAGA Counsel or Plaintiffs arising from any claim to any portion of the requested
8 Plaintiffs' General Release Payments not awarded by the Court.
9

10 **4. SETTLEMENT FUNDING AND PAYMENTS.**

11 4.1. Aggrieved Employee Data. No later than November 15, 2024, Defendant will deliver the
12 Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
13 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must
14 maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
15 only for purposes of this Settlement and for no other purpose, and restrict access to the
16 Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
17 Employee Data to effect and perform under this Agreement. Defendant has a continuing
18 duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data
19 omitted employee identifying information and to provide corrected or updated Aggrieved
20 Employee Data as soon as reasonably feasible. Without any extension of the deadline by
21 which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
22 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
23 resolve any issues related to missing or omitted Aggrieved Employee Data.

24 4.2. Funding of Maximum Settlement Amount. Defendant shall fully fund the Maximum
25 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after
26 the Effective Date.

27 4.3. Payments from the Maximum Settlement Amount. Within 30 days after Defendant funds
28 the Maximum Settlement Amount, the Administrator will mail checks or transfer funds for

all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' General Release Payments, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds to the California state unclaimed property fund.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

1 **5. RELEASES OF CLAIMS.**

2 Effective on the date when Defendant fully funds the entire Maximum Settlement Amount, Plaintiffs and
3 PAGA Counsel will release claims against all Released Parties as follows:

4 5.1. Plaintiffs' Release.

5 5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present
6 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
7 administrators, successors, and assigns generally, release and discharge Released
8 Parties from all claims, transactions, or occurrences, including, but not limited to, all
9 claims that were, or reasonably could have been, alleged, based on the facts
10 contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release").
11 Plaintiffs' Release does not extend to any claims or actions to enforce this
12 Agreement, or to any claims for vested benefits, unemployment benefits, disability
13 benefits, social security benefits, workers' compensation benefits that arose at any
14 time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from,
15 or in addition to, the facts or law that Plaintiffs now know or believe to be true but
16 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all
17 respects, notwithstanding such different or additional facts or Plaintiffs' discovery
18 of them.

19 5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of
20 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
21 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

25 5.2. Release by Aggrieved Employees: All Aggrieved Employees will release the Released
26 Parties from any and all claims for PAGA civil penalties and associated fees, costs, and
27 interest under the California Labor Code, Wage Orders, regulations, and/or other provisions
28 of law with respect to the Aggrieved Employees arising during the PAGA Periods and which

1 were alleged in Plaintiffs' PAGA Notices or which could have been alleged based on the
2 facts and allegations in the PAGA Notices. The Aggrieved Employees, other than Plaintiffs,
3 will not be deemed to have released any individual, non-PAGA claims by virtue of this
4 PAGA Settlement. The claims released by this PAGA Settlement include, but are not
5 necessarily limited to, any and all claims for civil penalties and associated fees, costs and
6 interest related to claims for unpaid regular or premium wages (as defined in the Labor
7 Code), meal/rest period violations and/or premium payments for meal and/or rest period
8 violations, wage statement violations, wage notice violations, wage payment timing
9 violations, record-keeping violations, business expense reimbursement violations, sick and
10 vacation pay rate violations, and to the extent not covered above, any and all claims pled in
11 the PAGA Notice Letters submitted to the LWDA, including without limitation all
12 associated claims for civil penalties and associated fees or costs related to alleged or actual
13 violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7,
14 227.3, 256, 432.5, 510, 512, 558, 1174, 1174.5, 1174(d), 1175, 1182.12, 1194, 1194.2, 1197,
15 1197.1, 1198, 2802, 2698 and 2699; actual or alleged violations of IWC Wage Orders 4-
16 2001, 5-2001, and 7-2001. Aggrieved Employees do not have a right or opportunity to opt
17 out of the PAGA Settlement.

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19 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

20 The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

21 6.1. Remand to State Court. For purposes of the PAGA settlement, the Parties stipulate to
22 remand *Lynn Ruiz and Ruby Chacon v. Conduent Commercial Solutions, LLC*, United States
23 District Court for the Eastern District of California, Case No. 1:21-cv-01555-JLT-CDB to
24 the Superior Court of the State of California for the County of Kern. The Parties will submit
25 the stipulation of remand to the Kern County Superior Court of California within fifteen (15)
26 days of the execution of this Agreement. The Parties further agree that, should the Superior
27 Court of California for the County of Kern fail to approve this settlement, the Parties will
28 stipulate to remove the case back to federal court.

1 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
2 documents necessary for obtaining approval of this Settlement under Labor Code Section
3 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA
4 Settlement; (iii) a signed declaration from PAGA Counsel firm attesting to its timely
5 transmission to the LWDA of all necessary PAGA documents; and (iv) all facts relevant to
6 any actual or potential conflict of interest with Aggrieved Employees and/or the
7 Administrator.

8 6.3. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
9 responsible for expeditiously finalizing and filing the application or motion for approval of
10 this Settlement no later than November 15, 2024, and, if necessary, obtaining a prompt
11 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA
12 Counsel is responsible for delivering the Court's Order granting approval to the
13 Administrator.

14 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
15 motion for approval of this Settlement and/or the supporting declarations and documents,
16 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
17 Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
18 If the Court does not grant the motion for approval of this Settlement or conditions its
19 approval on any material change to this Agreement, PAGA Counsel and Defense Counsel
20 will expeditiously work together on behalf of the Parties by meeting in person or by
21 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
22 concerns.

23
24 **7. SETTLEMENT ADMINISTRATION.**

25 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as
26 the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees
27 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
28 Agreement in exchange for payment of Administration Expenses. The Parties and their

Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise, including issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs and Plaintiff’s Counsel.

8. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

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

8.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel 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 another party 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.

9. ADDITIONAL PROVISIONS.

9.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is appropriate for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2. 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.

9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

9.4. 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.

9.5. 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.

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

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

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

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

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

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

9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §§ 1119 and 1152, Federal Rule of Evidence § 408, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection

with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiffs:

Danny Yadidsion
Danny@laborlawpc.com
Noël Harlow
Noel.harlow@laborlawpc.com
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
Noel.Harlow@LaborLawPC.com

To Defendant:

Heather Hearne
hdh@kullmanlaw.com
Nicole Adler
nsa@kullmanlaw.com
The Kullman Firm
1100 Poydras Street, Suite 1600
New Orleans, Louisiana 70163
Telephone: (504) 596-4157
Fascimile: (504) 596-4114

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

Plaintiffs:

Dated: September 27, 2024

By: 
Lynn Ruiz

Dated: September 26, 2024

By: 
Ruby Chacon

Plaintiffs' Counsel:

Dated: September 25, 2024

Labor Law, PC

By: 
Noël Harlow
Attorney for Plaintiff

Defendant:

Dated: September __, 2024

CONDUENT COMMERCIAL SOLUTIONS, LLC

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By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: September 27, 2024

THE KULLMAN FIRM

By: 

Nicole Seale Adler
Heather Hearne
Attorneys for Defendant

To Defendant:

Heather Hearne
hdh@kullmanlaw.com
Nicole Adler
nsa@kullmanlaw.com
The Kullman Firm
1100 Poydras Street, Suite 1600
New Orleans, Louisiana 70163
Telephone: (504) 596-4157
Facsimile: (504) 596-4114

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

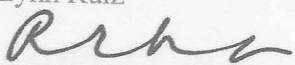
Plaintiffs:

Dated: September 27, 2024

By: 

Lynn Ruiz

Dated: September 26, 2024

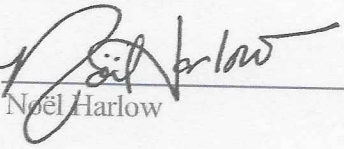
By: 

Ruby Chacon

Plaintiffs' Counsel:

Dated: September 25, 2024

Labor Law, PC

By: 

Noel Harlow

Attorney for Plaintiff

Defendant:

Dated: September 27th, 2024

CONDUENT COMMERCIAL SOLUTIONS, LLC

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By: Don DeLorenz
Print Name
Don DeLorenz
Signature
Its Counsel
Title

Defendant's Counsel:

Dated: September 27, 2024

THE KULLMAN FIRM

By: Allison Nicole Adler
Nicole Seale Adler
Heather Hearne
Attorneys for Defendant