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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SONOMA

16 KARI HOUE, an individual, as a private
17 attorney general on behalf of the State of
18 California, the Labor Workforce
19 Development Agency, on behalf of all
20 aggrieved employees and all others
21 similarly situated,

22 Plaintiff,

23 vs.

24 BIO-RAD LABORATORIES, INC., a
25 Delaware corporation; and DOES 1
26 through 10, inclusive,

27 Defendants.

Case No.

**JOINT STIPULATION AND CLASS AND
PRIVATE ATTORNEYS GENERAL ACT
(PAGA) ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Joint Stipulation and Class and PAGA Action Settlement Agreement and Release
 2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by Plaintiff
 3 KARI HOUKE, individually, as a private attorney general on behalf of the State of California, the
 4 Labor Workforce Development Agency, and on behalf of the general public, all aggrieved
 5 employees and all others similarly situated (collectively “Plaintiff”), and Defendant BIO-RAD
 6 LABORATORIES, INC. (“Defendant” or “Bio-Rad”) (collectively with Plaintiff, the “Parties”).

7 This Joint Stipulation is subject to the approval of the Court, and is made for the sole
 8 purpose of attempting to consummate settlement of the Action on a class-wide and PAGA
 9 representative basis subject to the following terms and conditions. As detailed below, in the event
 10 the Court does not enter an order granting approval of the PAGA Settlement, as defined below,
 11 preliminary or final approval of the Class Settlement, as defined below, or final judgment
 12 terminating the Action in accordance with the terms of this Agreement, or the conditions
 13 precedent are not met for any reason, this Settlement is void and of no force or effect whatsoever.

14 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements
 15 set forth herein, and intending to be legally bound and acknowledging the sufficiency of the
 16 consideration and undertakings set forth below, the Parties agree that the Action shall be, and is
 17 finally and fully compromised and settled on the following terms and conditions, subject to Court
 18 approval:

19 **I. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

20 1. On September 15, 2021, Plaintiff filed a notice with the California Labor and
 21 Workforce Development Agency (the “LWDA”) (the “PAGA Notice”) alleging that her former
 22 employer, Bio-Rad, had violated Labor Code section 2802 by failing to reimburse business
 23 expenses incurred by Plaintiff during the time period when Plaintiff worked remotely due to the
 24 COVID-19 pandemic. Plaintiff claimed that she and other allegedly aggrieved employees were
 25 entitled to civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), §§
 26 2698, *et seq.* The LWDA did not respond to Plaintiff’s notice during the time prescribed by Cal.
 27 Lab. Code § 2699.3. Plaintiff and Defendant agreed to mediate prior to the filing of a Complaint
 28 in court.

1 2. Prior to mediation, the Parties engaged in informal discovery for purposes of
2 mediation, including an exchange of information and documentation about *inter alia*: the number
3 of employees who worked remotely during the relevant time period; data regarding the types and
4 number of technical devices issued to employees; examples of Defendant's expense
5 reimbursement policies and practices; examples of Defendant's communications and procedures
6 for managing remote work and local public health orders during the COVID-19 pandemic;
7 documentation of the business expenses Plaintiff allegedly incurred; and other data and
8 documents necessary to value Plaintiff's claims.

9 3. On February 21, 2022, the Parties participated in a mediation before the Hon.
10 Maria-Elena James, a highly-respected neutral mediator who specializes in wage and hour
11 mediations, in an attempt to negotiate a resolution of the Action. With Judge James' assistance,
12 the Parties agreed, subject to approval by the Court, to the Settlement of the Action. The Parties
13 further agreed to enter into this Agreement to memorialize their settlement of the Action.

14 4. It is the desire of the Parties to fully, finally and forever settle, compromise and
15 discharge all disputes and claims in the PAGA Notice, the to be filed Complaint in the Sonoma
16 County Superior Court, or in any arbitration or other forum regarding plaintiff's individual
17 claims, and to achieve a full and complete release of Defendant to the fullest extent possible.

18 5. Counsel for the Class have conducted a thorough investigation into the facts of this
19 case, including an extensive review of relevant documents and data, and have diligently
20 investigated Plaintiff's, Class Members' and PAGA Releasees' claims against Defendant. Based
21 on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the
22 opinion that the Settlement arrived at with Defendant after arm's-length negotiations in an
23 adversarial context, for the consideration and on the terms set forth in this Agreement, is fair,
24 reasonable and adequate and in the best interest of Plaintiff, Class Members and PAGA Releasees
25 in light of all known facts and circumstances, present and potential, including the risk of
26 significant delay, significant defenses asserted by Defendant, and numerous potential appellate
27 issues.

28 6. The Settlement set forth herein intends to achieve the following: (1) entry of an

1 order approving the PAGA Settlement; (2) entry of an order finally approving the Class
 2 Settlement; (3) entry of judgment of the Action; (4) discharge of Released Parties from liability
 3 for any and all of the Released PAGA Claims by the PAGA Releasees; (5) discharge of Released
 4 Parties from liability for any and all of the Released Class Claims by Plaintiff Class Members;
 5 and (6) discharge of Released Parties from liability for any and all claims that Plaintiff may have
 6 against them.

7 7. The Parties agree to cooperate and take all steps necessary and appropriate to
 8 consummate this Settlement and to effectuate a final judgment and order terminating the Action.

9 **II. DEFINITIONS**

10 The following definitions are applicable to this Settlement Agreement. To the extent
 11 terms or phrases are used elsewhere in this Settlement Agreement but not specifically defined
 12 below in this Definitions section, they are incorporated by reference herein and will also be
 13 effective:

14 1. "Action" refers to the PAGA Notice filed by Kari Houke with the LWDA and the
 15 litigation to be filed by Kari Houke via the Complaint, attached hereto as **Exhibit A**, in the
 16 Sonoma County Superior Court.

17 2. "Administrative Expenses" include all costs and expenses associated with and paid
 18 to the Settlement Administrator for the administration of the Settlement and related matters as
 19 described in this Agreement, which are anticipated not to exceed \$17,500.

20 3. "Agreement," "Settlement" and "Settlement Agreement" mean this Joint
 21 Stipulation and Class and PAGA Action Settlement Agreement and Release, including all
 22 attached exhibits.

23 4. "Claims" means any and all claims, causes of action, obligations, rights, disputes,
 24 demands, and liabilities that have been alleged, or that could have been alleged, arising, in whole
 25 or in part, from the facts, claims or allegations alleged in the PAGA Notice and/or Complaint in
 26 the Action on behalf of Plaintiff as herself, as a private attorney general, the State of California,
 27 LWDA, the general public, the Class Members and PAGA Releasees, including, but not limited
 28 to, the California Labor Code, failure to reimburse business expenses pursuant to Labor Code

1 section 2802, penalties pursuant to PAGA Labor code Section 2699 *et seq.*, the California
2 Industrial Welfare Commission Wage Orders and corresponding California Code of Regulations,
3 the California Business and Professions Code, the Fair Labor Standards Act (based solely on
4 predicate claims for failure to reimburse business expenses), any and all other statutory,
5 constitutional, contractual, common law or equitable claims, any and all claims for penalties,
6 restitution, damages, liquidated damages, premiums, punitive damages, equitable relief,
7 injunctive relief, declaratory relief, unfair or fraudulent business practices, interest, attorney's
8 fees, costs, expenses, and any other remuneration and/or potential forms of recovery.

9 5. "Class," "Class Members" and "others similarly situated," mean Plaintiff and all
10 other California residents who are or were employed by Defendant and who worked from home
11 during at least one pay period in the period from March 15, 2020 to February 28, 2022. The Class
12 does not include any C-suite employees, executive management (i.e., Chairman, Executive Vice
13 President, and President), or Employment counsel of Defendant.

14 6. "Class Claims" means any and all claims, obligations, disputes, demands, rights,
15 causes of action, and liabilities against Defendant during the Class Period, that have been pleaded
16 or that could have been pleaded, arising, in whole or in part, from the facts, claims and/or
17 allegations contained in the Complaint and/or the PAGA Notice, including but not limited to: any
18 and all claims for unpaid reimbursement for reasonable and necessary business expenses incurred
19 by Class Members as a result of remote work arrangements during the Settlement Period; any
20 claims under the California Labor Code, the California Industrial Welfare Commission Wage
21 Orders and corresponding California Code of Regulations, the California Business and
22 Professions Code, the Fair Labor Standards Act (based solely on predicate claims for failure to
23 reimburse business expenses); any and all other statutory, constitutional, contractual or common
24 law claims; any claims for injunctive relief, equitable relief, declaratory relief, restitution,
25 fraudulent or unfair business practices; and any and all potential forms of recovery, including but
26 not limited to, damages, liquidated damages, punitive damages, interest, premiums, expenses,
27 attorney's fees, costs, other equitable relief, expenses, penalties, and any other forms of
28 remuneration.

1 7. "Class Counsel" and "Plaintiff's Counsel" means Craig Ackermann of Ackermann
2 & Tilajef, P.C., 1180 South Beverly Drive, Suite 610, Los Angeles, California 90035.

3 8. "Class Counsel's Fees and Expenses" means the amount awarded to Class Counsel
4 by the Court to compensate them for their fees in prosecuting the Action, not to exceed one-third
5 (1/3) of the Gross Settlement Amount, including any interest, not to exceed Ninety-Eight
6 Thousand, Three Hundred Thirty-Two Dollars And Thirty-Five Cents (\$98,332.35), plus
7 reasonable costs and expenses, not to exceed Ten Thousand Dollars (\$10,000.00), subject to
8 approval of the Court.

9 9. "Class Months" means the number of months actively worked (e.g., not on leave
10 of absence) by Class Members for Defendant during the Settlement Period as recorded on
11 Defendant's systems. A start date of work (either commencement of employment or return from
12 leave of absence) between the 1st and 14th day of a month will be counted as a month employed
13 whereas a start date of work (either commencement of employment or return from leave of
14 absence) between the 15th-31st day of a month will not be. An end date of work (either
15 employment or commencement of leave of absence) between the 15th and 31st day of a month will
16 be counted as a month employed whereas an end date between the 1st-14th day of a month will not
17 be.

18 10. "Class Notice" means the Notice of PAGA and Class Action Settlement, as set
19 forth in the form of **Exhibit B**, attached hereto, or as otherwise approved by the Court, which is to
20 be mailed to Class Members and PAGA Releasees.

21 11. "Class Representative" means Plaintiff Kari Houke.

22 12. "Class Settlement" means the non-PAGA portion of the settlement embodied in
23 this Agreement, which is subject to the Court's preliminary and final approval.

24 13. "Complaint" means the Class and PAGA Action Complaint (attached as **Exhibit**
25 **A**) to be filed in Sonoma Superior Court within five calendar days after the last signature to this
26 Agreement.

27 14. "Court" means the Sonoma Superior Court.

28 15. "Defendant" means Bio-Rad Laboratories, Inc.

1 16. "Defense Counsel," "Defendant's Counsel," and "Counsel for Defendant" mean
2 Victoria Carradero of Curley, Hurtgen & Johnsrud LLP.

3 17. "Effective Date" of this Agreement means the date on which all of the following
4 has occurred: (a) the Settlement Agreement has been executed by all Parties and their counsel;
5 (b) Plaintiff has signed an individual release; (c) Plaintiff has not revoked her individual release;
6 (d) the Court has entered a Preliminary Approval Order and Order Approving PAGA Settlement
7 consistent with this Agreement; (e) the Class Notice has been mailed to the Class Members and
8 PAGA Releasees as ordered by the Court in the Action; (f) the Court has entered a Final
9 Approval Order consistent with this Agreement; (g) the Court has entered a Judgment dismissing
10 the Action consistent with this Agreement; (h) the Settlement Administrator has provided
11 Defendant's Counsel with written wire/bank transfer instructions, including the Settlement
12 Administrator's address, the bank name, bank address, account number, account name, ABA
13 number, and SWIFT Code; and (i) the later of the following events: (1) the day after the last date
14 by which a notice of appeal to the applicable Court of Appeal of the order and judgment
15 approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry
16 of judgment); (2) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal,
17 denial, or in any other manner that confirms the validity of the order and judgment, the day after
18 the last date for filing a request for further review of the order and judgment approving this
19 Agreement passes, and no further review is requested; or (3) if an appeal is filed and the order
20 approving this Agreement is affirmed and further review of the order is requested, the day after
21 the review is finally resolved and the order and judgment approving this Agreement is affirmed.
22 Additionally, it is agreed by the Parties that this Settlement will not become effective if
23 Defendant is required to pay to any person, entity or organization more than its maximum total
24 liability of \$295,000.00 (Two-Hundred-And-Ninety-Five-Thousand-Dollars-Even) ("Maximum
25 Settlement Amount") under the Settlement.

26 18. "Final Approval Hearing" means the hearing held to determine whether the Court
27 will enter a Final Approval Order finally approving the Class Settlement and enter a Judgment
28 dismissing the Action consistent with this Agreement.

1 19. "Final Approval Order" means the Court's entry of an Order finally approving and
2 granting final approval of the Class Settlement.

3 20. "Gross Settlement Amount" means the agreed upon non-reversionary settlement
4 amount totaling Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) to be paid by
5 Defendant in full settlement of the Released Class Claims and the Released PAGA Claims
6 asserted or that could have been asserted in the Action, including the Administrative Expenses,
7 Class Counsel's Fees and Expenses, any Court approved Service Award, the PAGA Payment, the
8 Net Settlement Fund and all other costs associated with the Settlement.

9 21. "Individual Settlement Payment" means the amount which is ultimately distributed
10 to each Plaintiff Class Member from the Net Settlement Fund, separate and distinct from the
11 Plaintiff Class Member's share of the PAGA Payment.

12 22. "LWDA" means the California Labor and Workforce Development Agency.

13 23. "Mailing Date" means the date that the Settlement Administrator initially mails by
14 Regular United States Mail the Class Notices to the Class Members and the PAGA Releasees.

15 24. "Net Settlement Fund" means the portion of the Gross Settlement Amount
16 available for distribution to Plaintiff Class Members after deduction of Class Counsel's Fees and
17 Expenses, the Service Award, the Administrative Expenses, and the PAGA Payment.

18 25. "Notice of Objection" means a written request by a Plaintiff Class Member to
19 object to the Class Settlement, which must be completed, filed and mailed in the manner set forth
20 in this Settlement Agreement and the Class Notices.

21 26. "Notice Period" means the forty-five (45) calendar day period which begins on the
22 Mailing Date. An Opt-Out Request must be returned to the Settlement Administrator with a
23 postmark dated during the Notice Period to be valid and effective. An Objection must be filed
24 with the Court and served on the Claims Administrator during the Notice Period to be considered.
25 A written notice disputing the number of Class Months and PAGA Months worked must be
26 returned to the Settlement Administrator with a fax dated or postmark dated during the Notice
27 Period for the Plaintiff Class Member to receive the Individual Settlement Payment.

28 27. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,

1 California Labor Code section 2698, et seq.

2 28. "PAGA Claims" means any and all PAGA claims and associated relief and/or
3 recovery premised in whole, or in part, on any of the claims set forth in Paragraph 6.

4 29. "PAGA Months" means the number of months actively worked (e.g. not on leave
5 of absence) by PAGA Releasees for Defendant during the Settlement Period as recorded on
6 Defendant's systems. A start date of work (either commencement of employment or return from
7 leave of absence) between the 1st and 14th day of a month will be counted as a month employed
8 whereas a start date of work (either commencement of employment or return from leave of
9 absence) between the 15th-31st day of a month will not be. An end date of work (either
10 employment or commencement of leave of absence) between the 15th and 31st day of a month will
11 be counted as a month employed whereas an end date between the 1st-14th of a month will not
12 be.

13 30. "PAGA Notice" means the notice Plaintiff submitted to the LWDA on or about
14 September 15, 2021 pursuant to PAGA.

15 31. "PAGA Payment" means the payment to the State of California LWDA and the
16 PAGA Releasees in settlement of all claims for PAGA penalties.

17 32. "PAGA Payment Check" means the check issued to each PAGA Releasee for
18 his/her/their share of the PAGA Payment.

19 33. "PAGA Releasees," "PAGA Members," and "other aggrieved employees," means
20 Plaintiff and all other California residents who are or were employed by Defendant and who
21 worked from home during at least one pay period in the period from March 15, 2020 to February
22 28, 2022. It does not include any C-suite employees, executive management (i.e., Chairman,
23 Executive Vice President, and President), or Employment counsel of Defendant.

24 34. "PAGA Settlement" means the PAGA portion of this Settlement that the Parties
25 have agreed to allocate to penalties to be paid to the LWDA and PAGA Releasees in connection
26 with Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab.
27 Code §§ 2698, et seq.).

28 35. "PAGA Settlement Period" means the period from March 15, 2020 through

1 February 28, 2022.

2 36. "Plaintiff" means Kari Houke individually, as a private attorney general on behalf
3 of the State of California, the LWDA, and on behalf of the general public, all aggrieved
4 employees and all others similarly situated.

5 37. "Plaintiff Class Member" means each Class Member who has not timely and
6 properly opted out of the Class Settlement pursuant to Paragraph VI, 4 of this Agreement.

7 38. "Preliminary Approval Order and Order Approving PAGA Settlement" means an
8 order from the Court: (1) preliminarily approving the Class Settlement; and (2) approving the
9 PAGA Settlement.

10 39. "Released Class Claims" or "Settled Class Claims" means those Class Claims,
11 disputes and causes of action released, as set forth in Paragraph IV.3.

12 40. "Released PAGA Claims" means those PAGA Claims, disputes and causes of
13 action released, as set forth in Paragraph IV. 3.

14 41. "Released Parties" means Defendant and any other person or entity associated with
15 Defendant, present, future, or former, known or unknown, whom the Plaintiffs might claim to be
16 liable, including, but not limited to any of Defendant's parent corporations, subsidiaries,
17 divisions, affiliates, partners, shareholders, members, principals, employees, agents, accountants,
18 auditors, consultants, directors, officers, attorneys, landlords, licensees, lessors, insurers,
19 reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors,
20 assigns, transferees, heirs, executors, administrators, and related entities, and all other persons,
21 firms, corporations, associations, partnerships, or entities having any legal relationship to each
22 other.

23 42. "Service Award" means any additional monetary payment provided to Kari Houke
24 in her capacity as Class Representative, not to exceed Two Thousand Five Hundred Dollars
25 (\$2,500.00), for her efforts and risks on behalf of the Class in the Action, as determined by the
26 Court, as well as general consideration for the Individual General Release Agreement, attached as
27 **Exhibit C** to this Agreement.

28 43. "Released Claims" or "Settled Claims" means those Claims settled by this

1 Settlement Agreement, subject to court approval, as defined in Paragraph IV, 3. Released Claims
2 or Settled Claims include Class Claims and PAGA Claims.

3 44. "Settlement" means the settlement of the Action effectuated by this Agreement
4 between the Parties (including plaintiff's individual settlement, the Class Settlement and PAGA
5 Settlement).

6 45. "Settlement Administrator" means an experienced, neutral third-party
7 administrator that is approved by the Parties and the Court responsible for administration of the
8 Settlement and related matters.

9 46. "Settlement Period" means the period from March 15, 2020, through February 28,
10 2022.

11 47. "Settlement Proceeds Distribution Deadline" means a date that is thirty (30)
12 calendar days after the Effective Date.

13 **III. SETTLEMENT PAYMENT PROVISIONS**

14 1. Allocation of Gross Settlement Amount. Subject to Court approval and the conditions
15 specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein,
16 Defendant agrees to make a total settlement payment under this Agreement in the amount of Two-
17 Hundred-Ninety-Five-Thousand Dollars (\$295,000.00) ("Gross Settlement Amount" or "Maximum
18 Settlement Amount"). The Gross Settlement Amount includes payments to be made for (1) Class
19 Counsel's Fees and Expenses; (2) Plaintiff's Service Award; (3) Administrative Expenses; (4) the PAGA
20 Payment; and (5) the Net Settlement Fund and all other costs associated with the Settlement.

21 This Settlement was entered into based on Defendant's representation that there are approximately
22 1,885 employees in the Class during the Settlement Period. If this number of employees increases less than
23 15% above this number, there shall be no increase in the Gross Settlement Amount. If the total number of
24 employees in the Class during the Settlement Period as conveyed to the Settlement Administrator is 15%
25 (283 people) more than the amounts stated, Defendant will have the option of: increasing the Maximum
26 Settlement Amount proportionally for any employees above 1,885 or, if Defendant elects not to do so,
27 Plaintiff can withdraw from the Settlement, and the parties will proceed to status quo as if this Agreement
28 had never been executed.

1 2. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be
2 apportioned as follows:

3 (a) Class Counsel's Fees and Expenses. At the Final Approval Hearing, Class Counsel
4 will apply to the Court for an award of attorneys' fees incurred by Class Counsel in an amount
5 not to exceed Ninety-Eight Thousand Three Hundred Thirty-Two Dollars And Thirty-Five Cents
6 (\$98,332.35), which is one-third (1/3) of the Gross Settlement Amount. At the Final Approval
7 Hearing, Class Counsel will also apply to the Court for recovery of actual costs incurred by
8 Plaintiff's counsel in the Action in an amount not to exceed Ten Thousand Dollars (\$10,000.00).
9 Defendant will not oppose such applications provided that Class Counsel does not seek to
10 recover more than the maximum amounts as stated in this Paragraph. Approval of the Settlement
11 shall not be contingent upon approval of the attorneys' fee award or the costs award. Class
12 Counsel and Plaintiff will not appeal any reduction in the attorney's fees or costs.

13 These fees and costs are included in, and shall come from, the Gross Settlement Amount.
14 The Class Counsel's Fees and Expenses approved by the Court shall encompass: (a) all work
15 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
16 represent Plaintiff individually, as a private attorney general, on behalf of the public, the State of
17 California, LWDA, or as a Class Representative, the Class and/or PAGA Releasees through the
18 date of this Agreement; (b) all work to be performed and costs to be incurred in connection with
19 approval by the Court of the Settlement and the termination of this Action; and (c) all work to be
20 performed and costs and expenses, if any, incurred in connection with administering the
21 Settlement through the termination of the Action, with prejudice.

22 Class Counsel must provide Settlement Administrator with IRS Forms W-9, so that the
23 Settlement Administrator may issue IRS Forms 1099 misc. To the extent attorneys' fees are not
24 approved in the full amount requested, as set forth above, then the amount not approved will be a
25 part of the Net Settlement Fund for distribution to the Plaintiff Class Members on a pro rata basis
26 pursuant to Paragraph III, 2(e). Similarly, to the extent costs sought by Class Counsel are not
27 approved in their entirety, any sum not approved will be a part of the Net Settlement Fund for
28 distribution to the Plaintiff Class Members on a pro rata basis. Except as provided in this

Paragraph, upon final approval, each Party shall bear her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, and settlement of the Action.

(b) Service Award. At the Final Approval Hearing, Class Counsel will apply to the Court for a Service Award in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) to be paid to the Plaintiff for her services and for assuming the risks associated with the Action. Defendant will not oppose such application. Approval of the Settlement shall not be contingent upon approval of the Service Award. Plaintiff and Class Counsel will not appeal any reduction in the Service Award.

Any Service Award is included in, and shall come from, the Gross Settlement Amount. If the Court approves and awards a Service Award in an amount less than the Two Thousand Five Hundred Dollars (\$2,500.00), as set forth above, the amount not approved will be a part of the Net Settlement Fund for distribution to the Plaintiff Class Members on a pro rata basis pursuant to Paragraph III, 2(e). The Service Award payable to the Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph III, 2(e), below.

The Service Award is subject to Plaintiff's execution of a separate Individual General Release Agreement containing a general release of any and all claims, including under California Civil Code Section 1542, as set forth in Exhibit C, which will not be filed with the Court. Should Plaintiff fail to execute the Individual General Release Agreement substantially in the same form as Exhibit C, or revoke the Individual General Release Agreement, this Settlement will be null and void and hereby revoked. The Service Award will be paid from the Gross Settlement Amount, and will be in addition to Plaintiff's Individual Settlement Payment, and PAGA Payment Check. Any additional consideration provided to Plaintiff for her execution of the Individual General Release Agreement will be paid separate and apart from the Gross Settlement Amount. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Service Award. Plaintiff will provide the Settlement Administrator with IRS Forms W-9, so that the Settlement Administrator may issue IRS Forms 1099 misc.

(c) PAGA Payment. Subject to Court approval, an amount of Twenty Thousand Dollars (\$20,000.00) shall be allocated as the PAGA Payment. Fifteen Thousand Dollars (\$15,000.00),

1 which is seventy-five percent (75%) of the PAGA Payment, shall be paid to the LWDA. The
2 remaining Five Thousand Dollars (\$5,000.00), which is twenty-five percent (25%) of the PAGA
3 Payment, shall be distributed to the PAGA Releasees, based on the number of PAGA Months
4 worked by a PAGA Releasee, as a fraction of the total PAGA Months worked by all PAGA
5 Releasees. The portion of the PAGA Payment to the PAGA Releasees shall be treated entirely as
6 penalties. PAGA Releasees will not have the opportunity to opt out or object to the PAGA
7 Payment and/or release of PAGA Claims set forth in this Agreement although the PAGA
8 Settlement will be subject to Court approval. In the event the LWDA rejects this allocation, the
9 Parties will meet and confer with the Court and the LWDA to reach a penalty allocation
10 acceptable to all parties that does not materially alter the terms of Settlement, nor require
11 Defendant to pay more than the Gross Settlement Amount. At the same time that Plaintiff files
12 her Motion for Preliminary Approval, Plaintiff shall send a copy of the Agreement, including
13 Exhibits A (the Complaint) and B (the Class Notice) but not Exhibit C (Plaintiff's Individual
14 General Release Agreement), to the LWDA.

15 (d) Administrative Expenses. Subject to Court approval, an amount of Seventeen
16 Thousand and Five Hundred Dollars (\$17,500) will be set aside from the Gross Settlement
17 Amount to cover any of the Settlement Administrator's Administrative Expenses. The Parties
18 agree to propose CPT Group, Inc. as the Settlement Administrator. If any portion of the \$17,500
19 remains unused, it will go to the Net Settlement Fund. These costs, which will be paid from the
20 Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual
21 Settlement Payments and PAGA Payment Checks, the issuing of 1099 Forms, distributing Class
22 Notices, calculating and distributing the Gross Settlement Amount, and providing necessary
23 reports and declarations. If any portion of the Administrative Expenses remains unused, it will go
24 to the Net Settlement Fund. The Parties each represent that they do not have any financial
25 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
26 Administrator that could create a conflict of interest. If the Settlement is ineffective for any
27 reason, the Parties shall evenly split the settlement administration costs, regardless of the outcome
28 of the Settlement.

(e) Net Settlement Fund. After deducting the amounts specified in Paragraphs III, 2(a)-(d), above, each Plaintiff Class Member shall be entitled to a pro rata portion of what remains of the Gross Settlement Amount, which is known as the Net Settlement Fund. Individual Settlement Payments shall be awarded to each Plaintiff Class Member from the Net Settlement Fund based on the number of Class Months worked by the Plaintiff Class Member, as a fraction of the total Class Months worked by all Plaintiff Class Members.

The Parties acknowledge and agree that the formula used to calculate Individual Settlement Payments does not imply that all of the elements of damages alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical tool to simplify the settlement process.

The Parties agree that the entire amount of the Net Settlement Fund shall be distributed to Plaintiff Class Members. Any Class Member who is not a Plaintiff Class Member shall not receive an Individual Settlement Payment but if he/she is a PAGA Releasee, such individual will still receive his/her PAGA Payment Check.

3. Taxation of Settlement Proceeds. The Parties agree that the Individual Settlement Payment distributed to each Plaintiff Class Member will be considered nontaxable expense reimbursement and interest, and will be reported as such to each Plaintiff Class Member on an IRS Form 1099 misc. The Parties further agree that the PAGA Payment Checks distributed to each PAGA Releasee will be treated entirely as civil penalties, and will be reported as such to each PAGA Releasee on an IRS Form 1099 misc.

a. All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or her/its agents regarding the tax treatment of payments under federal, state or local law.

b. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR

1 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
2 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
4 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
5 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
6 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
7 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
8 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
10 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
11 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
12 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
14 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
15 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
16 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
18 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
19 AGREEMENT.

20 4. No Credit Towards Benefit Plans. The Individual Settlement Payments, Service
21 Award and PAGA Payment Checks made to Plaintiff, Plaintiff Class Members and PAGA
22 Releasees under this Agreement shall not be utilized to calculate any additional benefits under
23 any benefit plans to which any Plaintiff, Plaintiff Class Members and PAGA Releasees may be
24 eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k)
25 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, pension plans, or any
26 other benefit plan. It is the Parties' intention that this Agreement will not affect any rights,
27 contributions, or amounts to which Plaintiff, Plaintiff Class Members and PAGA Releasees may
28 be entitled under any benefit plans.

1 **IV. RELEASE PROVISIONS**

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

16 2. Dismissal of Claims. Subject to final Court approval and the conditions specified
17 in this Agreement, and in consideration of the mutual covenants and promises set forth herein,
18 Plaintiff and all Plaintiff Class Members shall dismiss with prejudice all Released Class Claims,
19 to the greatest extent permitted by law, and Plaintiff and all PAGA Releasees shall dismiss with
20 prejudice the Released PAGA Claims to the greatest extent permitted by law.

21 3. Release of All Settled Claims.

22 Upon the Court's approval of the Settlement, a judgment will be entered fully and finally
23 settling the Action as to Plaintiff, Plaintiff's Counsel, all Plaintiff Class Members and PAGA
24 Releasees as follows:

25 a. Released Class Claims. Upon the entry of the Final Approval Order and to
26 the maximum extent permitted by law, Plaintiff and all Plaintiff Class Members and all persons
27 purporting to act on the Plaintiff Class Members' behalf or purporting to assert a claim under or
28 through them, hereby do and shall be deemed to have fully, finally, and forever released, settled,

1 compromised, relinquished, and discharged Defendant and any other person or entity associated
 2 with Defendant, present, future, or former, known or unknown, whom the Plaintiffs might claim
 3 to be liable, including, but not limited to any of Defendant's parent corporations, subsidiaries,
 4 divisions, affiliates, partners, shareholders, members, principals, employees, agents, accountants,
 5 auditors, consultants, directors, officers, attorneys, landlords, licensees, lessors, insurers,
 6 reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors,
 7 assigns, transferees, heirs, executors, administrators, and related entities, and all other persons,
 8 firms, corporations, associations, partnerships, or entities having any legal relationship to each
 9 other (the "Released Parties") of and from any and all claims, causes of action, obligations,
 10 demands, disputes, rights, and/or liabilities against the Released Parties during the Settlement
 11 Period, that have been alleged or that could have been alleged, arising, in whole or in part, from
 12 the facts, claims and/or allegations contained in the Complaint and/or the PAGA Notice,
 13 including but not limited to: any and all claims for unpaid reimbursement for reasonable and
 14 necessary business expenses incurred by Class Members as a result of remote work arrangements
 15 during the Settlement Period; any claims under the California Labor Code, including but not
 16 limited to Section 2802 and the Private Attorneys General Act, Section 2699, et seq., the
 17 California Industrial Welfare Commission Wage Orders and corresponding California Code of
 18 Regulations, the California Business and Professions Code, the Fair Labor Standards Act (based
 19 solely on predicate claims for failure to reimburse business expenses); any and all other statutory,
 20 constitutional, contractual or common law claims; any claims for injunctive relief, declaratory
 21 relief, equitable relief, restitution, fraudulent or unfair business practices; and any and all
 22 potential forms of recovery, including but not limited to, damages, liquidated damages, punitive
 23 damages, interest, premiums, expenses, attorney's fees, costs, other expenses, penalties, and any
 24 other forms of remuneration. (Collectively, the "Released Class Claims").

25 b. Released PAGA Claims. Upon the Court's approval of the PAGA Payment
 26 and this release of PAGA Claims, Plaintiff and the PAGA Releasees and all persons purporting to
 27 act on the PAGA Releasees' behalf or purporting to assert a claim under or through them, hereby do
 28 and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished

1 and discharged any and all of the Released Parties of and from any and all PAGA claims premised
2 in whole or in part on any of the claims set forth above during the PAGA Settlement Period
3 (collectively, the "Released PAGA Claims").

4 c. The Plaintiff Class Members are bound by the release of the Settled Claims
5 in their entirety regardless of whether they cash their Individual Settlement Payment check. The
6 PAGA Releasees will not have the opportunity to opt out of, or object to, the PAGA Payment and
7 release of the PAGA Claims set forth above. The PAGA Releasees are bound by the release of
8 the PAGA Claims regardless of whether they cash their PAGA Payment Check.

9 d. Release of Claims by Plaintiff. To the fullest extent permitted by law, the
10 Plaintiff waives and relinquishes any and all rights or benefits she has or may have under
11 California Civil Code Section 1542, or any comparable provision of state or federal law, against
12 Released Parties. California Civil Code Section 1542 provides:

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

18 The Plaintiff acknowledges that she is aware that she or her attorneys may hereafter discover
19 claims or facts in addition to or different from those now known or believed to be true with
20 respect to the subject matter of this Agreement and/or the Settled Claims. The Plaintiff
21 acknowledges that she intends to and will fully, finally, and forever settle and release any and all
22 claims, including but not limited to the Settled Claims, whether known or unknown, suspected or
23 unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In
24 furtherance of this intention, the releases contained in this Agreement shall be and remain in
25 effect as full and complete releases by the Plaintiff without regard to the subsequent discovery or
26 existence of such different or additional claims or facts.

27 e. Release of Claims by Class Counsel. Upon receipt of Class Counsel's Fees
28 and Expenses, as ordered by the Court on Final Approval of the Settlement, Class Counsel shall
fully and finally release Defendant and the Released Parties from any and all claims for attorneys'

1 fees and expenses arising from the Action and any claims released by the Plaintiff, the State of
 2 California, the LWDA, the Plaintiff Class Members and PAGA Releasees, whether known or
 3 unknown, whether under federal, state and/or local law, statute, ordinance, regulation, common
 4 law, or other source of law. Class Counsel's Released Class Claims and Released PAGA Claims
 5 include, but are not limited to, claims for attorneys' fees and expenses arising from or dependent
 6 on the California Civil Code, the California Code of Civil Procedure, the California Labor Code;
 7 the wage orders of the California Industrial Welfare Commission; corresponding California Code
 8 of Regulations; California Business and Professions Code sections 17200, et seq.; California
 9 Labor Code sections 2698, et seq.; the California common law of contract and tort; and the Fair
 10 Labor Standards Act (based solely on predicate claims for failure to reimburse business
 11 expenses); ("Released Claims by Class Counsel").

12 f. The Released Class Claims, Released PAGA Claims, and Release of
 13 Claims by Class Counsel are collectively the "Settled Claims."

14 4. Labor Code Sections Do Not Apply To Releases. The Parties agree that California
 15 Labor Code section 206.5 and 2804 do not invalidate any provision of this Agreement, because
 16 among other things, the Released Claims by Class Counsel, the Released Class Claims and
 17 Released PAGA Claims are disputed and contested, and the Settlement was bargained for at arms'
 18 length and approved by the Court.

19 5. Representation by Plaintiff and Class Counsel. Plaintiff and Class Counsel
 20 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
 21 encumbered or purported to assign, transfer, or encumber to any person or entity any portion of
 22 any liability, claim, demand, action, cause of action, or rights herein released and discharged,
 23 except as set forth herein.

24 **V. COMMENCEMENT OF LAWSUIT, CONDITIONAL CLASS CERTIFICATION** 25 **AND CLASS COUNSEL**

26 1. Filing of Complaint. For purposes of effectuating and obtaining Court approval of
 27 this Settlement only, Plaintiff will file a Complaint ("Complaint"), attached hereto as Exhibit A,
 28 to conform the pleadings with the scope of the Released Class Claims and Released PAGA

1 Claims. Defendant will be required to file a notice of appearance, but Defendant will not be
2 required to file an answer or other responsive pleading to the Complaint, including, but not
3 limited to any motion or petition to compel arbitration. Defendant does not impliedly or expressly
4 waive any arguments or defenses (whether procedural or otherwise) to the Complaint. If, for any
5 reason, the Court does not approve the Settlement, or if the Settlement does not become final for
6 any reason, then within five (5) court days' notice of the Court's Order denying approval of the
7 Settlement (and if the parties are unable to resolve any issues raised by the Court), the Parties will
8 execute a Stipulation and Proposed Order so stipulating to (i) dismissal of the Class Claims with
9 prejudice, (ii) to arbitration of Plaintiff's individual claims in accordance with Plaintiff's
10 arbitration agreement, and (iii) that the remaining PAGA action is stayed pursuant to the terms of
11 Plaintiff's arbitration agreement.

12 2. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
13 class action certification for purposes of the Settlement only. Defendant does not waive its
14 defenses and other arguments that a class action or class certification is not permissible in this or
15 any other matter or that Plaintiff and other Class Members are bound by a valid and enforceable
16 arbitration agreement, and no arguments shall be asserted against Defendant contrary thereto. If,
17 for any reason, the Settlement is not approved, the stipulation to certification will be void and the
18 class will be decertified for all purposes and the Class Claims dismissed with prejudice in
19 accordance with the terms of Plaintiff's arbitration agreement. The Parties further agree that
20 certification for purposes of the Settlement is not an admission that class action certification is
21 proper under the standards applied to contested certification motions and that this Settlement
22 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class
23 action should be certified or (ii) Defendant is liable to Plaintiff or the Class. The Parties further
24 agree that this Settlement does not constitute an admission by Defendant that a PAGA
25 representative action is appropriate in this Action. Under no circumstances shall this Agreement,
26 the Parties' Memorandum of Understanding, or any argument be used, offered as evidence, or
27 raised against Defendant in this or any other action or proceeding that Defendant waived its right
28 to arbitration pursuant to any arbitration agreement with Plaintiff or any other current or former

1 employee.

2 3. Class Definition. Solely for the purposes of this Settlement, the Parties stipulate
3 and agree that in order for this Settlement to occur, the Court must certify the following class:
4 Plaintiff and all other California residents who are or were employed by Defendant and who
5 worked from home during at least one pay period in the period from March 15, 2020 to February
6 28, 2022. The Class does not include any C-suite employees, executive management (i.e.,
7 Chairman, Executive Vice President, and President), or Employment counsel of Defendant.

8 4. The Parties are not certifying any PAGA claims. In support of this Agreement,
9 Plaintiff will request that the Court certify for settlement purposes only the Class as to all non-
10 PAGA claims that have been asserted.

11 5. Appointment of Class Representative. Solely for the purposes of this Settlement,
12 the Parties stipulate and agree that Plaintiff Kari Houke shall be appointed as a representative for
13 the Class.

14 6. Appointment of Class Counsel. Solely for the purposes of this Settlement, the
15 Parties stipulate and agree that Craig Ackermann of Ackermann & Tilajef, P.C. shall be appointed
16 as Class Counsel for the Class.

17 7. The Parties intend the Settlement to be contingent upon the preliminary and final
18 approval of each and every term of this Agreement, without material or substantive modification,
19 unless the Parties agree to such modification. Except as expressly set forth in this Agreement, if
20 the Court does not so approve this Agreement, the Parties intend this Agreement to become null
21 and void, and unenforceable, in which event the settlement terms set forth herein, including any
22 modifications made with the consent of the Parties, and any action taken or to be taken in
23 connection with this Agreement shall be terminated and shall become null and void and have no
24 further force or effect, and the Class certified pursuant to this Agreement will be decertified for
25 all purposes and the Class Claims dismissed with prejudice.

26 8. In the event that the Court does not grant approval of the PAGA Settlement,
27 preliminary or final approval of the Class Settlement, or in the event that this Agreement shall
28 terminate or the Settlement embodied herein does not become effective for any reason, the

Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of Plaintiff and Defendant, each of whom shall be restored to her/its respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation or proceeding. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of any class or representative action for any purpose should the Court not grant preliminary or final approval of the Parties' Settlement. Under no circumstances shall this Agreement, the Parties' Memorandum of Understanding, or any argument be used, offered as evidence, or raised against Defendant in this or any other action or proceeding that Defendant waived its right to arbitration pursuant to any arbitration agreement with Plaintiff or any other current or former employee.

9. If the Court grants approval of the PAGA Settlement and preliminary approval of the Class Settlement but does not grant final approval of the Class Settlement, then the Order Approving the PAGA Settlement and Preliminarily Approving the Class Settlement shall be vacated in its entirety. In addition, this Agreement, the Preliminary Approval Order, and any other document in any way relating to the Agreement or Settlement shall be stricken from the record and may not be relied upon, referred to or used in any way for any purpose in connection with any further proceedings in this or any other action, including class certification proceedings. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of any class or representative action for any purpose should the Court not grant preliminary or final approval of the Parties' Settlement.

VI. NOTICE AND SETTLEMENT ADMINISTRATION PROCESS

1. Identification of Class Members and PAGA Releasees. Within thirty (30) days after entry of the Preliminary Approval Order and Order Approving PAGA Settlement, Defendant shall diligently and in good faith compile and provide to the Settlement Administrator via a secure link a list in Microsoft Excel form of PAGA Releasees and Class Members that includes for each Class Member/PAGA Releasee: (a) the full name, (b) last known address, (c) social security number, (d) dates of employment during the Settlement Period, (e) and the total Class

1 months actively worked (e.g., not on leave of absence) by each Class Member and the total
2 number of PAGA Months actively worked (e.g., not on leave of absence) by each PAGA
3 Releasee. The Settlement Administrator will keep the list confidential, use it only for the purposes
4 described herein, and return it to Defendant upon completion of the settlement administration
5 process. The Settlement Administrator shall not share the list with Plaintiff, Class Counsel, or any
6 other person without the express written approval of Defendant's Employment Counsel, Adam
7 Pressman.

8 2. Individual Settlement Payment Calculation. Based on the information in the Class
9 Member/PAGA Releasee list and the formula set forth in Paragraphs III, 2(c) and (f) above, the
10 Settlement Administrator shall promptly calculate the estimated PAGA Settlement Check for
11 every PAGA Releasee and the estimated Individual Settlement Payment for every Class Member,
12 to be included in the individualized Class Notice to be sent to that Class Member and/or PAGA
13 Releasee, and shall prepare and e-mail a spreadsheet setting forth those calculations to
14 Defendant's Counsel via a secure link or other secure manner agreed to by Defendant no fewer
15 than five (5) business days before mailing the Class Notice to Class Members and PAGA
16 Releasees.

17 3. Notice Procedure. Within fifteen (15) calendar days after receipt of the list of
18 Class Members/PAGA Releasees described above, the Settlement Administrator shall mail the
19 Class Notices (in substantially the same form as that attached hereto as **Exhibit B**) to each Class
20 Member/PAGA Releasee whose address information is known. Prior to this mailing, the
21 Settlement Administrator shall conduct a National Change of Address check as to each address.
22 The mailing shall be sent by first-class U.S. Mail, postage pre-paid. The date that the Settlement
23 Administrator mails the Class Notices is the Mailing Date. It shall be conclusively presumed that
24 each and every Class Member/PAGA Releasee whose Class Notice are not returned to the
25 Settlement Administrator as undeliverable within fourteen (14) calendar days after the Mailing
26 Date has received the Class Notices.

27 (a) The Settlement Administrator shall promptly re-mail any Class Notice returned by the
28 Post Office with a forwarding address. The Settlement Administrator shall conduct one

1 additional address search/check via an appropriate skip tracing search for any Class Notice
2 returned by the Post Office as “undeliverable.” If an updated address is found, the Settlement
3 Administrator shall promptly remail the Class Notice to that address one time. Those Class
4 Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have
5 either (a) an additional five (5) calendar days from the re-mailing date or (b) until the expiration
6 of the Notice Period, whichever is later, to submit an Opt-Out Request or an objection to the
7 Class Settlement. It shall be conclusively presumed that those Class Members whose re-mailed
8 Class Notices are not returned to the Settlement Administrator as undeliverable within fourteen
9 (14) days after re-mailing has received the Class Notice.

10 (c) Class Counsel shall provide to the Court, at or before the Final Approval Hearing, a
11 declaration from the Settlement Administrator confirming that the Class Notices were mailed to
12 all Class Members/PAGA Releasees as required by this Agreement, as well as any additional
13 information Class Counsel and Defense Counsel both deem appropriate to provide to the Court.

14 (d) The Class Notice shall state the formula to be used in calculating Individual Settlement
15 Payments and PAGA Payment Checks as calculated by the Settlement Administrator. A Class
16 Member/PAGA Releasee may seek to challenge his or her Class Months and PAGA Months set
17 forth in his or her Class Notice. Such challenges must: (i) be in writing; (ii) state the full name of
18 the Class Member/PAGA Releasee seeking the challenge; (iii) include a statement that the Class
19 Member/PAGA Releasee is seeking to challenge his or her Class Months and PAGA Months set
20 forth in the Class Notice and the basis; (iv) state the number of Class Months and PAGA Months
21 that the Class Member/PAGA Releasee believes he or she has worked; (v) include documentary
22 evidence to support the challenge; (vi) signed by the Class Member/PAGA Releasee seeking the
23 challenge; and (vii) faxed or mailed to the Settlement Administrator with a fax date or postmark
24 date on or before the expiration of the Notice Period. A Plaintiff Class Member and/or PAGA
25 Releasee challenging his or her Class Months or PAGA Months must produce documentary
26 evidence to the Settlement Administrator for consideration and/or challenge. Defendant’s
27 records/information will be presumed to be correct but the Settlement Administrator shall contact
28 Defendant’s Counsel regarding the dispute and Defendant will work with the Settlement

1 Administrator in good faith to resolve it. All disputes must be submitted to the Settlement
2 Administrator with a fax date or postmark date before the expiration of the Notice period and will
3 be decided within ten (10) business days after receipt by Defendant's Counsel or as soon
4 thereafter as is possible.

5 (e) Within ten (10) days after the close of the Notice Period, the Settlement Administrator
6 will provide Defendant's Counsel with a report by name and last four digits of the Social Security
7 Number listing the amount of all Individual Settlement Payments to be made to the Plaintiff Class
8 Members, the amount of all PAGA Payment Checks to be made to the PAGA Releasees, a list by
9 name of all Class Members who timely opted out, and a list by name of all Plaintiff Class
10 Members who timely objected. Within that same time period, the Settlement Administrator will
11 provide to Class Counsel a report stating the total number of Plaintiff Class Members, the total
12 number of Class Members who timely opted out and the total number of Plaintiff Class Members
13 who timely objected.

14 4. Opt-Out Procedure. Any Class Member who wishes to be excluded from the Class
15 Settlement may seek exclusion under this Paragraph. However, no PAGA Releasee can seek
16 exclusion from the PAGA portion of the Settlement. Unless a Class Member timely and properly
17 opts out of the Class Settlement described in this Agreement, he/she/they shall be a Plaintiff Class
18 Member and shall be bound by all the terms and conditions of this Agreement, and shall also be
19 bound by the Court's Order enjoining all Plaintiff Class Members from pursuing, or seeking to
20 reopen, any of the Settled Class Claims against the Released Parties. A Class Member will not be
21 entitled to opt out of the Class Settlement established by this Agreement unless he or she submits
22 a timely Opt-Out Request as provided in this Paragraph. An Opt-Out Request must be: (i) made in
23 writing by the Class Member seeking exclusion; (ii) state the full name, address, telephone
24 number, last four digits of the Social Security Number, and approximate dates of employment of
25 the Class Member seeking exclusion; (iii) include a statement that the Class Member requests
26 exclusion from the Class, does not wish to participate in the Class Settlement, and understands
27 that as a result they will not receive an Individual Settlement Payment; (iv) signed by the Class
28 Member seeking exclusion from the Settlement; and (v) returned to the Settlement Administrator

1 via fax or mail with a fax date or postmark date on or before the expiration of the Notice Period.
2 The fax date and postmark date will be the exclusive means to determine whether an Opt-Out
3 Request has been timely submitted.

4 (a) Upon receipt of any Opt-Out Request within the Notice Period, the Settlement
5 Administrator shall review the request to verify the information contained therein, and to confirm
6 that the request complies with the requirements of this Agreement. If a Class Member timely
7 submits both a Notice of Objection and an Opt-Out Request, the Opt-Out Request will be given
8 effect and considered valid, the Objection shall be rejected, and the Class Member shall not
9 participate in or be bound by the Class Settlement.

10 (b) Any Class Member who fails to submit a timely, complete and valid Opt-Out
11 Request shall be barred from opting out of the Class Settlement. The Settlement Administrator
12 shall not review or consider any Opt-Out Request postmarked after the end of the Notice Period.
13 It shall be conclusively presumed that, if an Opt-Out Request is not postmarked on or before the
14 end of the Notice Period, or is not received by the Settlement Administrator, the Class Member
15 did not make the request in a timely or valid manner. Under no circumstances shall the Settlement
16 Administrator have the authority to extend the deadline for Class Members to submit an Opt-Out
17 Request.

18 (c) The Settlement Administrator shall give Class Counsel and Defendant's
19 Counsel a weekly update on the number of Opt-Out Requests it receives that week.

20 Any Class Member who properly submits a timely, complete and valid Opt-Out Request
21 using this procedure will not be entitled to an Individual Settlement Payment and will not be
22 bound by the Class Settlement or have any right to object, appeal or comment thereon, except that
23 a Class Member that is also a PAGA Releasee will be bound by the release of PAGA Claims set
24 forth in this Agreement and will be issued the PAGA Releasee's PAGA Payment Check.

25 Any Class Member who does not affirmatively opt-out of the Class by submitting a timely
26 and valid Opt-Out Request will become a Plaintiff Class Member and will be bound by all of the
27 terms of this Settlement, including those pertaining to the Settled Claims, as well as any Judgment
28 entered by the Court granting final approval of the Settlement.

1 PAGA Releasees will not have the opportunity to opt out or object to the Settlement
2 and/or release of PAGA Claims although the PAGA Settlement will be subject to Court approval.

3 The Opt-Out procedures and requirements set forth above shall be strictly applied and
4 enforced. Failure to comply with its terms shall render an Opt-Out Request ineffective.

5 5. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right
6 to rescind, void and withdraw from the Settlement if Plaintiff fails to execute or revokes her
7 Individual General Release Agreement, attached as Exhibit C. Defendant will also have, in its
8 sole discretion, the right to rescind, void and withdraw from the Settlement at any time prior to
9 Final Approval, if five percent (5%) or more Class Members timely opt out of the Class
10 Settlement. Defendant must exercise this right within twenty (20) calendar days after receiving
11 from the Settlement Administrator the final list of opt-outs. The Settlement Administrator must
12 provide Defendant's Counsel with the final list of opt-outs within twenty-one (21) calendar days
13 after expiration of the Notice Period. In the event that Defendant elects to rescind/void, or
14 withdraw from, the Settlement Agreement, Defendant shall provide written notice of such
15 rescission to Class Counsel. Such rescission shall have the same effect as a termination of the
16 Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
17 Agreement shall become null and void and have no further force or effect, and the Class certified
18 pursuant to the Settlement Agreement will be decertified for all purposes, the Class Claims
19 dismissed with prejudice, Plaintiff's individual claims will be arbitrated in accordance with
20 Plaintiff's arbitration agreement, and the PAGA action stayed in accordance with the terms of
21 Plaintiff's arbitration agreement. If Defendant chooses to terminate the Settlement Agreement
22 under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs
23 incurred to that point. The Parties and all counsel shall not encourage any Class Member or
24 PAGA Releasee (or encourage anyone else to encourage any Class Member or PAGA Releasee)
25 to object, opt out, request exclusion from, or otherwise challenge the Settlement.

26 6. Objections to Class Settlement. Any Plaintiff Class Member may object to the
27 Class Settlement. For the Objection to be valid, it must be (a) faxed or mailed to the Settlement
28 Administrator with a fax dated or postmark dated on or before the expiration of the Notice Period,

1 (b) filed with the Court before the expiration of the Notice Period, and (c) include: (i) the
2 objector's full name, signature, address, and telephone number, (ii) a written statement of all
3 grounds and all supporting facts for the objection accompanied by any legal support for such
4 objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based;
5 and (iv) a statement whether the objector intends to appear at the final fairness hearing. Plaintiff
6 Class Members who fail to timely file and serve such a written statement of Objection shall be
7 foreclosed from making any objection to this Settlement, whether at the hearing, by appeal or
8 otherwise. The Settlement Administrator will jointly email Class Counsel and Defendant's
9 Counsel a copy of all Objections within three (3) business days of receipt.

10 7. Only Plaintiff Class Members may object to the Class Settlement. If an objector
11 intends to appear at the Final Approval Hearing, either in person or through an attorney of his/her
12 choice (which must be at his or her own expense), he or she must also serve and file with his or
13 her Objection, a Notice of Intention to Appear. If a Class Member timely submits both an
14 Objection and an Opt-Out Request, the Opt-Out Request will be given effect and considered
15 valid, the Objection shall be rejected, and the Class Member shall not participate in or be bound
16 by the Class Settlement. This Paragraph shall be strictly applied and enforced. Failure to comply
17 with its terms shall render an Objection ineffective and waived.

18 8. At no time will any of the Parties or their counsel seek to solicit or otherwise
19 encourage Class Members to submit written objections to or otherwise challenge the Settlement
20 Agreement or appeal from any order approving the Settlement or judgment. Class Counsel will
21 not represent any Class Members with respect to any such objections to this Settlement.

22 9. Within twenty-one (21) days after the close of the Notice Period, the Settlement
23 Administrator will provide Defendant's Counsel with a report by name and last four digits of the
24 Social Security Number listing the amount of all Individual Settlement Payments to be made to
25 the Plaintiff Class Members and PAGA Settlement Checks to be made to PAGA Releasees, a list
26 by name and last four digits of the Social Security Number of all Class Members who timely
27 opted out and a list by name and last four digits of the Social Security Number of all Plaintiff
28 Class Members who timely objected. Within that same time period, the Settlement Administrator

1 will provide to Class Counsel a report stating the total number of Plaintiff Class Members, the
2 total number of Class Members who timely opted out and the total number of Plaintiff Class
3 Members who timely objected.

4 10. Funding and Distribution of Settlement. Within thirty (30) calendar days after the
5 Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the
6 Gross Settlement Amount. The delivery of the Gross Settlement Amount to the Settlement
7 Administrator shall constitute full and complete discharge of the entire obligation of Defendant
8 under this Agreement. Once Defendant has made such payment, it will be deemed to have
9 satisfied all terms and conditions under this Agreement, shall be entitled to all protections
10 afforded to Defendant under this Agreement, and shall have no further obligations under the
11 terms of the Agreement regardless of what occurs with respect to those sums. Additionally, no
12 Released Party shall have any further obligation or liability to the Plaintiff, PAGA Releases, or
13 Class Members under this Agreement.

14 (a) The distribution of the PAGA Settlement to the LWDA and PAGA Releasees and
15 Individual Settlement Payments to Plaintiff Class Members shall occur on the Settlement
16 Proceeds Distribution Deadline. The Settlement Administrator shall be deemed to have timely
17 distributed all such payments if it places in the mail Individual Settlement Payments for all
18 Plaintiff Class Members and the PAGA Payments to the PAGA Releasees and the LWDA by the
19 Settlement Proceeds Distribution Deadline. No person, entity or organization shall have any claim
20 against the Settlement Administrator, Defendant, Class Counsel, Defense Counsel, or any other
21 agent designated by Plaintiff or Defendant based upon the distribution of Individual Settlement
22 Payments and the PAGA Payments made substantially in accordance with this Agreement or
23 further orders of the Court.

24 (b) The Individual Settlement Payments shall be paid to each Plaintiff Class Member by
25 way of a single check.

26 (c) PAGA Payment Check shall be paid to each PAGA Releasee by way of a single check.
27 The PAGA Payment Check represents the portion of the civil penalties allocated directly under
28 PAGA.

(d) Any settlement checks that are not negotiated within ninety (90) days after distribution by the Settlement Administrator shall be void. Any funds not distributed after the expiration of the settlement checks shall be paid to the California unclaimed property fund.

(e) Except as otherwise stated in this Agreement, the Settlement Administrator's distribution of Class Counsel's Fees and Expenses and the Service Award from the Gross Settlement Amount shall occur on the Settlement Proceeds Distribution Deadline. No person, entity or organization shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Defense Counsel, or any other agent designated by Plaintiff or Defendant based upon the distribution of Class Counsel's Fees and Expenses and the Service Award made substantially in accordance with this Agreement or further orders of the Court.

(f) Except as otherwise stated in this Agreement, the Settlement Administrator's distribution of Administrative Expenses to itself from the Gross Settlement Amount shall occur on the Settlement Proceeds Distribution Deadline. No person, entity or organization shall have any claim against the Defendant, Class Counsel, Defense Counsel, or any other agent designated by Plaintiff or Defendant based upon the distribution of the Administrative Expenses made substantially in accordance with this Agreement or further orders of the Court.

(g) Defendant shall not be obligated to make any payments contemplated by this Agreement until the conditions set forth in this Agreement occur.

VII. COURT APPROVAL AND EFFECTIVE DATES

1. Binding Effect of Agreement on Class Members and PAGA Releasees. Upon final Court approval of the Class Settlement all Plaintiff Class Members shall be bound by this Agreement, and the Action and the Settled Claims shall be dismissed with prejudice and released as against the Released Parties to the greatest extent permitted by law. In addition, unless a Class Member effectively opts out of the Settlement, he or she shall be bound by the Court's Order enjoining all Plaintiff Class Members from pursuing or seeking to reopen Settled Claims against the Released Parties to the greatest extent permitted by law. Upon Court approval of the PAGA Settlement and the release of the PAGA Claims, all PAGA Releasees shall be bound by the release of the PAGA Claims and the Released PAGA Claims shall be dismissed with prejudice

1 and released as against all the Released Parties to the greatest extent permitted by law. In
2 addition, all PAGA Releasees shall be bound by the Court's Order enjoining all PAGA Releasees
3 from pursuing or seeking to reopen Settled Claims against the Released Parties to the greatest
4 extent permitted by law.

5 2. Preliminary Approval and Order Approving PAGA Settlement. Within three (3)
6 calendar days of executing this Agreement, Plaintiff will obtain a hearing date before the Court
7 that is mutually agreeable to the Parties and all counsel, to request the approval of the PAGA
8 Settlement and Preliminary Approval of the Class Settlement, and entry of order for the same.
9 Within five (5) business days of executing this Agreement, Plaintiff will prepare a motion for
10 filing in the Action requesting that the Court enter a Preliminary Approval Order and Order
11 Approving PAGA Settlement in accordance with this Agreement, including:

- 12 a. Approving the filing of the Complaint, attached hereto as Exhibit A;
- 13 b. Approving the PAGA Settlement and the release of the PAGA Claims set forth in
14 this Agreement and preliminarily approving for settlement purposes only the
15 remaining portions of the proposed Settlement;
- 16 c. Dismissing the PAGA claims asserted in the Action with prejudice as to the
17 Plaintiff and all PAGA Releasees and permanently enjoining all PAGA Releasees
18 from pursuing or seeking to reopen the PAGA Claims against the Released Parties;
- 19 d. Preliminarily approving the appointment of the Plaintiff as representative of the
20 Class for settlement purposes only;
- 21 e. Preliminarily approving the appointment of Class Counsel as counsel for the Class
22 for settlement purposes only;
- 23 f. Appointing and approving the Settlement Administrator as chosen by the Parties
24 and approved by the Court, to administer the claims and settlement payment
25 procedures required by this Agreement;
- 26 g. Approving the form of the Class Notice, attached hereto as Exhibit B, and
27 requiring that individualized Class Notice be sent to Class Members/PAGA
28 Releasees;

- 1 h. Approving the plan for the provision of notice to Class Members and PAGA
- 2 Releasees, as stated herein;
- 3 i. Scheduling the Final Approval Hearing for consideration of class certification for
- 4 settlement purposes and final approval of this Settlement;
- 5 j. Approving the procedure for Class Members and PAGA Releasees to dispute the
- 6 Class Months and PAGA Months set forth in the Class Notice and the date after
- 7 which no Class Member and PAGA Releasee shall be allowed to submit a dispute;
- 8 k. Approving the procedure for Class Members to opt-out of the Class Settlement and
- 9 the date after which no Class Member shall be allowed to submit an Opt-Out
- 10 Request; and
- 11 l. Approving the procedure for Plaintiff Class Members to object to the Class
- 12 Settlement and the date after which no Plaintiff Class Member shall be allowed to
- 13 submit an Objection.
- 14 3. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
- 15 Settlement Agreement, which sets forth the terms of this Settlement, and will include the
- 16 proposed Class Notice, attached as Exhibit B, and the proposed Complaint, attached as Exhibit A.
- 17 Class Counsel will be responsible for drafting all documents necessary to obtain preliminary
- 18 approval, and will provide a draft of the moving papers to Defendant's counsel no later than five
- 19 (5) court days prior to the filing deadline so that Defendant's counsel can review, comment and
- 20 revise. The Parties will work in good faith on any disputes regarding the content of Motions filed
- 21 to secure the court's approval of the Settlement. The Parties will agree on the form of Approval
- 22 and Preliminary Approval Orders.
- 23 4. Non-Interference. The Parties and their counsel agree that they shall not seek to
- 24 solicit or otherwise encourage Class Members to submit an Opt-Out Request or an objection to
- 25 the Settlement or to appeal from the Preliminary Approval Order and Order Approving PAGA
- 26 Settlement, Final Approval Order or Judgment.
- 27 5. Final Approval Order and Judgment. Upon expiration of the deadlines to fax or
- 28 postmark Opt-Out Requests or Objections to the Class Settlement, and with the Court's

1 permission, a final fairness hearing will be conducted to determine the Final Approval of the
 2 Settlement, including: certifying the Class for settlement purposes only; finding that the
 3 Agreement is fair, just, equitable, reasonable and adequate and in the best interests of the Class;
 4 permanently enjoining all Plaintiff Class Members from pursuing or seeking to reopen Released
 5 Class Claims against the Released Parties and PAGA Releasees from pursuing or seeking to
 6 reopen Released PAGA Claims against the Released Parties; the amounts properly payable for:
 7 (a) Class Counsel's Fees and Expenses; (b) the Class Representative's Service Award; (c)
 8 Individual Settlement Payments; (d) the PAGA Settlement; (e) and all Administrator Expenses;
 9 and requiring the Parties to carry out the provisions of this Agreement. The Parties, Class
 10 Counsel, Defendant's Counsel and the Settlement Administrator will make their best efforts to
 11 ensure a Final Approval Hearing is held within sixty (60) days following the expiration of the
 12 Notice Period, or as soon thereafter as possible, on a date mutually agreeable to the parties and
 13 the parties' counsel. Class Counsel will be responsible for drafting all documents necessary to
 14 obtain Final Approval, as well as the attorneys' fees and costs application, and will provide a
 15 draft of all such papers to Defendant's counsel no later than five court days prior to the filing
 16 deadline so that Defendant's counsel may review, comment and revise them. The Parties will
 17 work in good faith on any disputes regarding the content of Motions filed to secure the Court's
 18 approval of the Settlement. The Parties will agree on the form of final approval Orders, and final
 19 judgment.

20 6. Entry of Final Judgment. Plaintiff will request that the Court enter, immediately
 21 after the Final Approval Hearing, a Final Approval Order and Judgment, the form and content of
 22 which is to be agreed to by the Parties.

23 7. Effective Date of Agreement. The "Effective Date" of this Agreement means the
 24 date on which all of the following has occurred: (a) the Settlement Agreement has been executed
 25 by all Parties and their counsel; (b) Plaintiff has signed an individual release; (c) Plaintiff has not
 26 revoked her individual release; (d) the Court has entered a Preliminary Approval Order and Order
 27 Approving PAGA Settlement consistent with this Agreement; (e) the Class Notice has been
 28 mailed to the Class Members and PAGA Releasees as ordered by the Court in the Action; (f) the

1 Court has entered a Final Approval Order consistent with this Agreement; (g) the Court has
2 entered a Judgment dismissing the Action consistent with this Agreement; (h) the Settlement
3 Administrator has provided Defendant's Counsel with written wire/bank transfer instructions,
4 including the Settlement Administrator's address, the bank name, bank address, account number,
5 account name, ABA number, and SWIFT Code; and (i) the later of the following events: (1) the
6 day after the last date by which a notice of appeal to the applicable Court of Appeal of the order
7 and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from
8 notice of entry of judgment); (2) if an appeal is filed, and the appeal is finally disposed of by
9 ruling, dismissal, denial, or in any other manner that confirms the validity of the order and
10 judgment, the day after the last date for filing a request for further review of the order and
11 judgment approving this Agreement passes, and no further review is requested; or (3) if an appeal
12 is filed and the order approving this Agreement is affirmed and further review of the order is
13 requested, the day after the review is finally resolved and the order and judgment approving this
14 Agreement is affirmed. Additionally, it is agreed by the Parties that this Settlement will not
15 become effective if Defendant is required to pay to any person, entity or organization more than
16 its maximum total liability of \$295,000.00 (Two-Hundred-And-Ninety-Five-Thousand-Dollars-
17 Even) ("Maximum Settlement Amount") under the Settlement.

18 8. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason the
19 Settlement set forth in this Agreement does not become final, the Settlement shall be null and
20 void and all orders, judgment, and dismissal entered pursuant to this Agreement shall be vacated,
21 and the Parties will be returned to the status quo prior to entering this Agreement with respect to
22 the Action, as if the Parties had never entered into this Agreement, and the Class certified
23 pursuant to this Agreement will be decertified for all purposes, the Class Claims dismissed with
24 prejudice, Plaintiff's individual claims will be sent to arbitration in accordance with her
25 arbitration agreement, and the PAGA action stayed in accordance with the terms of Plaintiff's
26 arbitration agreement. In addition, in such event, the Agreement (including all exhibits, drafts and
27 related documents, papers, and communications) and all negotiations, court orders and
28 proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto,

1 and evidence relating to the Agreement (including all exhibits, drafts and related documents,
2 papers, and communications) and all negotiations shall not be admissible or discoverable in the
3 Action, in any other litigation or proceeding, or otherwise.

4 9. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and
5 provisions of this Agreement are not recitals, but are deemed to constitute contractual terms. In
6 the event that any of the material terms or conditions set forth in this Agreement are not fully and
7 completely satisfied, this Agreement shall terminate and all terms of the Agreement including, but
8 not limited to, the conditional certification of the Class, the payment of Individual Settlement
9 Payments to Plaintiff Class Members and PAGA Payments to PAGA Releasees and the LWDA,
10 the payment of Class Counsel's Fees and Expenses, and the Service Award to Plaintiff, shall be
11 null and void. In such event, then each of the respective payments made pursuant to this
12 Agreement shall be returned to Defendant by the Plaintiff, Plaintiff Class Members, PAGA
13 Releasees, Class Counsel, and the LWDA. Further, nothing in this Agreement shall be used,
14 construed or admissible as evidence by or against any Party or Released Party as a determination,
15 admission, or concession of any issue of law or fact in the Action, or in any other proceeding for
16 any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights as
17 if this Agreement never existed. In addition, notwithstanding the generality of the foregoing, if
18 this Agreement is terminated for failure to satisfy any of the terms or conditions of this
19 Agreement, Defendant shall not be obligated to create or maintain any type of settlement fund,
20 and shall not be obligated to pay any part of the Gross Settlement Amount to any Class Member
21 and/or PAGA Releasee, to Class Counsel, the Settlement Administrator, the State of California,
22 the LWDA or to Plaintiff.

23 **VIII. GENERAL PROVISIONS**

24 1. Notices. All notices, requests, demands and other communications required or
25 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
26 personally or by registered or certified mail, return receipt requested, to counsel at their respective
27 addresses as set forth below:

CLASS COUNSEL

CRAIG ACKERMANN
 ACKERMANN & TILAJEF, P.C.
 1180 South Beverly Drive, Suite 610
 Los Angeles, CA 90035
 Telephone: 310.277.0614
 Facsimile: 310.943.0396

DEFENDANT'S COUNSEL

VICTORIA CARRADERO
 CURLEY, HURTGEN & JOHNSRUD LLP
 4400 Bohannon Drive, Suite 230
 Menlo Park, CA 94025
 Telephone: 650.600.5300
 Facsimile: 650.323.1002

2. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the Preliminary Approval Order and Order Approving the PAGA Settlement as provided herein; (b) the Court does not enter a Final Approval Order as provided herein; (c) the Settlement does not become final for any other reason; or (d) Judgment is not entered by the Court dismissing the Action, including all Released Class Claims and Released PAGA Claims as to all Plaintiff Class Members with prejudice, and Released PAGA Claims as to all PAGA Releasees with prejudice, this Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as null and void from the beginning. In such event, the Settlement Agreement (including all exhibits, drafts and related documents, papers, and communications) and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the Settlement Agreement (including all exhibits, drafts and related documents, papers, and communications) and all negotiations shall not be admissible or discoverable in the Action or otherwise. In such case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

3. Confidentiality. The Parties agree that the outcome of the Parties' mediation and the terms of the Agreement shall be kept confidential until the filing of Plaintiff's Motion for

1 Preliminary Approval Order and Order Approving PAGA Settlement. The existence of and
2 provisions of the Parties Memorandum of Understanding dated February 21, 2022 ("MOU"),
3 Plaintiff's Individual General Release Agreement, and this Agreement, and the negotiations
4 leading up to them, shall be held in strictest confidence by Plaintiff and Class Counsel and shall
5 not be publicized or disclosed in any manner whatsoever, including but not limited to any
6 reference to their existence, meaning, importance, value or comparative value. Plaintiff and Class
7 Counsel agree that they shall not promote, or publicize the filing of the Action, the Parties'
8 Settlement, this Agreement and its terms, or the negotiations leading to this Agreement with
9 anyone other than the Court. Notwithstanding the foregoing, Plaintiff may disclose the terms of
10 this Agreement to her spouse (but only so long as she first obtains her spouse's express agreement
11 to maintain that information in confidence), to those persons to whom disclosure is necessary for
12 the preparation of tax returns and other financial reports, and to persons to whom disclosure is
13 ordered by a court of competent jurisdiction or otherwise required by law.

14 4. No Publicity. At no time shall any of the Parties or their counsel seek to solicit or
15 otherwise encourage a Class Member or PAGA Releasee to file or serve written objections to the
16 settlement or appeal from the Order granting approval. Plaintiff and Class Counsel agree that
17 they will not publicize the facts or terms of this Settlement, the facts of the Action, the outcome
18 of the mediation or Settlement, or any related information in any manner, for advertising or any
19 other purpose, including, but not limited to on the firm's website or blogs, and/or in publication
20 materials generally available to the public. The Plaintiff and Class Counsel also agree that they
21 will not issue any press releases, initiate any contact with the press, or respond to any press
22 inquiry. If contacted by the press or media, Plaintiff and/or Class Counsel may only state that the
23 case has been resolved. If Plaintiff or Class Counsel is asked by any other person or entity about
24 the matter, they may only state that the case has been resolved or may direct Class Members to
25 the Settlement Administrator.

26 5. Destruction of Information Disclosed for Purposes of Mediation. Consistent with
27 Plaintiff's agreement prior to mediation, Plaintiff, Class Representative and Class Counsel agree
28 to destroy and certify in writing, by sending an email to Defendant's counsel of record,

1 destruction of all informal discovery (including documents, lists, excel spreadsheets, pdfs, emails)
2 and related information provided by Defendant for purposes of the mediation, whether it exists in
3 hard copy or electronic form, within five (5) calendar days from the date of Plaintiff's execution
4 of this Agreement.

5 6. Headings. The descriptive headings of any paragraphs or sections of this
6 Settlement Agreement are inserted for convenience only and do not constitute a part of this
7 Settlement Agreement.

8 7. Interim Stay of Proceedings/Reservation of Jurisdiction. The Parties agree to stay
9 all proceedings in the Action, except such proceedings necessary to implement and complete the
10 Settlement, pending the Final Approval Hearing to be conducted by the Court.

11 8. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
12 and represent they are expressly authorized by the Parties whom they represent to negotiate this
13 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
14 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
15 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
16 counsel will cooperate with each other and use their best efforts to effect the implementation of
17 the Settlement. If the Parties are unable to reach agreement on the form or content of any
18 document needed to implement the Settlement, or on any supplemental provisions that may
19 become necessary to effectuate the terms of this Settlement, the dispute shall be submitted to the
20 mediator, Maria Elena-Janes of ADR Services, for final resolution, with expenses shared equally
21 between the Parties.

22 9. Signature of all Class Members Unnecessary to be Binding. The Parties agree that
23 because the Class Members are numerous, it is impossible or impractical to have each Class
24 Member execute this Agreement. The Notice will advise all Class Members of the binding nature
25 of the release provided herein and shall have the same force and effect as if the Agreement were
26 executed by each Class Member.

27 10. Binding on Successors and Assigns. This Settlement Agreement shall be binding
28 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously

1 defined.

2 11. Captions. The captions and section and paragraph numbers in this Agreement are
3 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
4 or intent of the provisions of this Agreement.

5 12. California Law Governs. All terms of this Settlement Agreement shall be governed
6 by and interpreted according to the laws of the State of California.

7 13. Mutual Cooperation. The Parties agree to fully cooperate with each other to
8 accomplish the terms of this Agreement, including but not limited to, execution of such
9 documents and to take such other action as may be necessary to implement the terms of this
10 Agreement. The Parties to this Agreement shall use their best efforts, including all reasonable
11 efforts contemplated by this Agreement and any other reasonable efforts that may become
12 necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth
13 herein.

14 14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
15 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
16 strictly against one party than another merely by virtue of the fact that it may have been prepared
17 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
18 between the Parties, drafting or other exchange of content for this Agreement, all Parties have
19 contributed to the preparation of this Agreement.

20 15. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
21 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
22 though fully set forth herein.

23 16. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
25 extent possible consistent with applicable precedents so as to define all provisions of this
26 Settlement Agreement valid and enforceable. If a court of competent jurisdiction finds the release
27 provisions of this Agreement to be unenforceable or invalid as against a Plaintiff Class Member
28 or PAGA Releasee, then the payments made pursuant to this Agreement to that Plaintiff Class

1 Member or PAGA Releasee shall be returned to Defendant by that Plaintiff Class Member or
2 PAGA Releasee as to whom the release provisions have been found unenforceable or invalid.

3 17. Entire Agreement. This Agreement constitutes the full, complete and entire
4 understanding, agreement and arrangement between the Plaintiff, the Class Members and the
5 PAGA Releasees on the one hand, and Defendant on the other hand, with respect to the
6 Settlement. This Agreement supersedes any and all prior oral or written understandings,
7 agreements and arrangements between the Parties with respect to the Settlement, including the
8 Memorandum of Understanding reached on February 21, 2022 and executed by the Parties on
9 that date. The Settlement shall have no impact on the validity or enforceability of the arbitration
10 agreements entered by Plaintiff and other Class Members and PAGA Releasees, and the
11 settlement shall not prejudice Defendant or the Released Parties from seeking to enforce such
12 arbitration agreements.

13 18. Amendment or Modification. No amendment, change, or modification to this
14 Settlement Agreement will be valid unless in writing and signed by the authorized representatives
15 of the Parties and their counsel and approved by the Court.

16 19. Warranties and Representations. With respect to themselves, each of the Parties to
17 this Agreement and or their agent or counsel represents, covenants and warrants that (a) they have
18 full power and authority to enter into and consummate all transactions contemplated by this
19 Agreement and have duly authorized the execution, delivery and performance of this Agreement;
20 and (b) the person executing this Agreement has the full right, power and authority to enter into
21 this Agreement on behalf of the party for whom he/she has executed this Agreement, and the full
22 right, power and authority to execute any and all necessary instruments in connection herewith,
23 and to fully bind such party to the terms and obligations of this Agreement.

24 20. Representation by Plaintiff and Class Counsel. Plaintiff acknowledges that she has
25 been represented by counsel throughout all negotiations that preceded the execution of this
26 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
27 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
28 Agreement, and that Defendant may distribute funds to the Plaintiff Class Members, the PAGA

1 Releasees, the LWDA, Class Counsel, and Plaintiff as provided by this Agreement.

2 21. Counterparts. This Settlement Agreement shall become effective upon its
3 execution by all of the undersigned. Plaintiff, Class Counsel and Defendant may execute this
4 Settlement Agreement in counterparts, which shall have the same force and effect as if each had
5 signed the same instrument. All executed copies of this Agreement, and photocopies thereof
6 (including facsimile and PDF copies of the signature pages) shall have the same force and effect
7 and shall be as legally binding and enforceable as the original.

8 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
9 the date below their signatures or the signature of their representatives. The date of the
10 Agreement shall be the date of the latest signature.

11 //

12 IT IS SO STIPULATED AND AGREED:

13
14
15 Dated: July 8, 2022

PLAINTIFF

16 DocuSigned by:
17 Kari Houke
32A09B72D4FA467...

KARI HOUKE

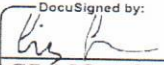
18
19
20 Dated: July 8, 2022

DEFENDANT BIO-RAD LABORATORIES,
INC.

21
22 By 
23 ADAM PRESSMAN
Associate General Counsel

1 Dated: July 8, 2022

ACKERMANN & TILAJEF PC

2
3 By  DocuSigned by:
4 CRAIG ACKERMANN
Attorneys for Plaintiff
5 KARI HOUE

6
7 Dated: July 14, 2022

CURLEY, HURTGEN & JOHNSRUD LLP

8
9 By 
10 VICTORIA CARRADERO
11 Attorneys for Defendant
12 BIO-RAD LABORATORIES, INC.