

# EXHIBIT 2

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Comprehensive Health Services, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

NELSON GORIS and MELISSA VAZ,  
individually and on behalf of all others similarly  
situated,

Plaintiff,

v.

CALIBURN INTERNATIONAL, LLC;  
COMPREHENSIVE HEALTH SERVICES,  
LLC; and DOES 1-10, inclusive,

Defendants.

Case No. 2:21-cv-6178-GW-E

**STIPULATION OF SETTLEMENT AND  
RELEASE OF CLASS ACTION AND  
PAGA CLAIMS**

Hon. George H. Wu  
Place: Courtroom 9D

[CLASS ACTION ALLEGATIONS]

1           **TO THE COURT, THE PARTIES AND THEIR ATTORNEYS OF RECORD:**

2           This Stipulation of Settlement and Release of Class Action and PAGA Claims (the  
3           **“Settlement Agreement”** or **“Settlement”**) is entered into by and between Plaintiffs Nelson Goris  
4           and Melissa Vaz (**“Plaintiffs”** or **“Class Representatives”**), individually and on behalf of all other  
5           similarly situated employees and as proxies/agents for the State of California and the California  
6           Labor and Workforce Development Agency (**“LWDA”**) to the extent permitted by law, on the one  
7           hand, and Defendants Caliburn International, LLC (**“Caliburn”**) and Comprehensive Health  
8           Services, LLC (**“CHS”**) (Caliburn and CHS are jointly referred to as the **“Defendants”**), on the  
9           other hand (collectively, the **“Parties”**), subject to the terms and conditions of this Agreement and  
10          the Court’s approval. This Settlement Agreement supersedes any and all prior memoranda of  
11          understanding and is intended by the Parties to fully, finally and forever, resolve, discharge and  
12          settle the Released Claims (as defined below), subject to the terms and conditions hereof.

13          NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned,  
14          that this Action shall be settled, subject to the approval of the Court, pursuant to the following  
15          terms and conditions:

16          **1. DEFINITIONS**

17          As used herein, for the purpose of this Settlement Agreement only, the following terms  
18          shall be defined as follows:

19               1.1          **“Action”** means the putative class action lawsuit titled *Nelson Goris and Melissa*  
20               *Vaz v. Caliburn International, LLC, et al.*, pending in the United States District Court for the  
21               Central District of California, Case No. 2:21-cv-6178.

22               1.2          **“Aggrieved Employees”** means all non-exempt hourly employees who were  
23               employed by Defendants, directly or indirectly through a Staffing Agency, at any location in the  
24               State of California, other than a federal enclave, at any time during the PAGA Period.

25               1.3          **“Settlement Agreement”** shall mean and refer to this Stipulation of Settlement and  
26               Release of Class Action and PAGA Claims, with any modifications in writing signed by Plaintiffs  
27               and Defendants and their respective attorneys of record.  
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1           1.4     “**Class**” means all non-exempt hourly employees who were employed by  
2 Defendants, directly or indirectly through a Staffing Agency, at any location in the State of  
3 California, other than a federal enclave, at any time during the Class Period and, who, prior to the  
4 Effective Date of this Agreement, have not executed a settlement and release agreement with  
5 Defendants resolving their claims in this Action.

6           1.5     “**Class Counsel**” means and refers to the attorneys of record for the Named  
7 Plaintiffs, Kye D. Pawlenko and Matthew B. Hayes of Hayes Pawlenko LLP, who, subject to Court  
8 approval and certification, also represent the Class and the Aggrieved Employees.

9           1.6     “**Class Member**” means a member of the Class.

10          1.7     “**Class Notice**” means the Notice of Class Action Settlement to be mailed to Class  
11 Members advising them of this Settlement, as agreed upon by the Parties in the form attached  
12 hereto as **Exhibit A**, as may be modified by the Court.

13          1.8     “**Class Period**” means June 29, 2017 through the Preliminary Approval Date.

14          1.9     “**Class Settlement Payment**” is the remaining portion of the Gross Settlement  
15 Amount after deduction of Class Counsel’s court-approved attorneys’ fees and costs, court-  
16 approved Settlement Administration costs, the PAGA Payment, and the court-approved Service  
17 Enhancement to the Named Plaintiffs. The Class Settlement Payment (less applicable  
18 withholdings) will be distributed to Settlement Class Members.

19          1.10    “**Defendants’ Counsel**” shall mean and refer to Ruth Zadikany and C. Mitchell  
20 Hendy of Mayer Brown LLP.

21          1.11    “**Effective Date**” means either (a) if no objections are timely filed, the date of Final  
22 Approval of this Settlement Agreement by the trial court; (b) if objections are filed but no appeal  
23 is filed, the expiration date of the time for filing notice of any appeal from the Final Approval  
24 Order; or (c) if an appeal is filed, the latest of (i) the date of final affirmance of an appeal of the  
25 Final Approval Order, (ii) the expiration of the time for a petition for en banc review, and if review  
26 is granted, the date of final affirmance; (iii) the expiration of the time to file a writ of certiorari  
27 with respect to the order and, if certiorari is granted, the date of final affirmance following review  
28 pursuant to that grant, (iv) the date of final dismissal of any appeal from the order or the final

1 dismissal of any proceeding on review of certiorari with respect to the order that has the effect of  
2 confirming the order; or (v) if any appeal results in reversal of the Final Approval Order and  
3 Judgment, the “Effective Date” of any subsequent Judgment shall be determined as described in  
4 this paragraph. For purposes of determining the Effective Date, the Parties agree that only the  
5 Ninth Circuit Court of Appeals has jurisdiction over any appeals, except for any appellate  
6 procedure over which the United States Supreme Court may exercise jurisdiction.

7 1.12 “**Employee PAGA Payment**” means 25% of the amount of the Gross Settlement  
8 Amount allocated to the PAGA Payment.

9 1.13 “**FAC**” or “**First Amended Complaint**” means the First Amended Complaint filed  
10 in the Action by Plaintiffs on February 28, 2022, which is the operative complaint in the Action.

11 1.14 “**Final Approval Hearing**” means the hearing at which the Court will make a final  
12 determination whether the terms of the Settlement Agreement are fair, reasonable and adequate  
13 for the Class and meet all applicable requirements for approval and, if the Settlement is so  
14 approved, whether judgment should be entered thereon, whether the Named Plaintiffs’ applications  
15 for Service Enhancements should be granted, and whether and to what extent an application by  
16 Class Counsel for an award of reasonable attorneys’ fees and reimbursement of their reasonable  
17 costs and expenses should be granted.

18 1.15 “**Final Approval Order**” means the final order entered by the Court approving this  
19 Settlement following the Final Approval Hearing, which may include a judgment.

20 1.16 “**Gross Settlement Amount**” means the non-reversionary gross sum of Five  
21 Hundred and Sixty Thousand Dollars (\$560,000.00), which shall be the total sum paid by  
22 Defendants to settle this Action pursuant to this Settlement Agreement inclusive of (a) the  
23 Individual Settlement Payments to be paid to Settlement Class Members; (b) Class Counsel’s  
24 attorneys’ fees and costs approved by the Court; (c) Settlement Administration costs approved by  
25 the Court; (d) the PAGA Payment, including the Individual PAGA Payments to be paid to  
26 Aggrieved Employees and the penalties to be paid to the LWDA; (e) the Named Plaintiffs’ Service  
27 Enhancements approved by the Court; and (f) any employer payroll taxes. In no event shall the  
28

1 total amount payable by Defendants pursuant to this Settlement be greater than or less than  
2 \$560,000.00.

3 1.17 **“Individual PAGA Payment”** means an individual Aggrieved Employee’s  
4 allocation of the Employee PAGA Payment.

5 1.18 **“Individual Settlement Payment”** means an individual Settlement Class  
6 Member’s allocation of the Class Settlement Payment.

7 1.19 **“PAGA Payment”** means the portion of the Gross Settlement Amount  
8 (\$175,000.00) allocated to pay civil penalties to the Aggrieved Employees and to the LWDA  
9 pursuant to the California Private Attorneys General Act, Labor Code Section 2698 *et seq.*  
10 (**“PAGA”**).

11 1.20 **“PAGA Period”** means the period from September 7, 2020 through the Preliminary  
12 Approval Date.

13 1.21 **“Parties”** (or individually **“Party”**) shall mean and refer to Plaintiffs, Defendants  
14 and, as appropriate, the Settlement Class Members and Aggrieved Employees.

15 1.22 **“Plaintiffs”** shall mean the named plaintiffs in this Action, Nelson Goris and  
16 Melissa Vaz.

17 1.23 **“Preliminary Approval Order”** refers to the order by the Court granting  
18 preliminary approval of the Settlement and directing the Parties to disseminate notice of the  
19 Settlement to the Class Members.

20 1.24 **“Preliminary Approval Date”** is the date on which the Court executes, files and  
21 enters the Order of Preliminary Approval of the Settlement.

22 1.25 **“Response Deadline”** means forty-five (45) calendar days from the initial mailing  
23 of the Notice Packet to Class Members.

24 1.26 **“Service Enhancements”** means the Court’s award of monetary  
25 enhancement/incentive payments to the Class Representatives for their services in filing and  
26 litigating this action as class representatives, which shall be paid from the Gross Settlement  
27 Amount.  
28

1.27 “**Settlement Administrator**” means CPT Group, the entity agreed to by the Parties, subject to the Court’s approval, that will perform the duties of, among other things: (a) mailing the Notice to Settlement Class Members; (b) performing an NCOA search and skip-tracing; (c) tracking and addressing Requests for Exclusion, Objections, and workweek count disputes; (d) notifying the Parties regarding submitted Requests for Exclusion, Objections and workweek count disputes consistent with this Settlement Agreement; (e) issuing payments consistent with this Settlement Agreement; and (f) determining any appropriate tax withholdings from the wage portion of payments to Settlement Class Members, making the appropriate payments based on withholdings and the employer’s share of payroll taxes, and issuing any required tax paperwork.

1.28 “**Settlement Class**” means those persons who are members of the Class who have not properly and timely opted out of the Settlement.

1.29 “**Settlement Class Member**” means any person who is included in the Settlement Class who has not properly and timely opted out of the Settlement.

1.30 “**Staffing Agencies**” shall mean the staffing agencies who directly employed any Settlement Class Member or Aggrieved Employee (and any of their affiliates), including ABS Staffing Solutions, LLC, ACI Federal, Inc., Essential Healthcare Solutions, LLC, HealthCare Support Staffing, Inc., IS Solutions LLC, Quest Healthcare Solutions, LLC, Quest Group Consulting LLC, Quest Group Search LLC TinkBird Healthcare Staffing, LLC, VeloSource, LLC and Vighter, LLC.

1.31 Additional defined terms appear where needed below.

## 2. DESCRIPTION OF THE LITIGATION

2.1 Nelson Goris initiated the Action on June 29, 2021 by filing a class action complaint in the Superior Court of the State of California, Los Angeles County, Case No. 21STCV23929, on behalf of himself and others similarly situated, alleging: (a) failure to pay overtime wages in violation of Labor Code § 510 and IWC Wage Order 4, (b) failure to provide meal periods in violation of Labor Code § 512, (c) failure to provide rest periods in violation of IWC Wage Order 4, (c) waiting time penalties pursuant to Labor Code § 203, and (d) unfair business practices in violation of Business & Professions Code §§ 17200 *et seq.* Defendants Caliburn and CHS were

1 served with the initial complaint on June 30, 2021 and July 2, 2021, respectively. On July 30,  
2 2021, Defendants removed this litigation to the United States District Court for the Central District  
3 of California. Defendants filed answers to the FAC on September 3, 2021.

4 2.2 On September 7, 2021, Plaintiff Goris sent a letter to the LWDA notifying it of his  
5 intent to bring a claim against Defendants for civil penalties under PAGA on behalf of himself and  
6 all other aggrieved employees.

7 2.3 On December 23, 2021 Plaintiffs Goris and Vaz sent an amended letter to the  
8 LWDA providing additional details regarding their claims and notifying the LWDA of their intent  
9 to amend the complaint in this Action to bring a claim against Defendants for civil penalties under  
10 PAGA on behalf of themselves and all other aggrieved employees with respect to such amended  
11 claims.

12 2.4 On February 28, 2022, plaintiff filed a First Amended Complaint in this Action  
13 which, *inter alia*, added Melissa Vaz as a named plaintiff, added a claim for civil penalties under  
14 PAGA, and included additional factual allegations and claims in the complaint. The First  
15 Amended Complaint alleges class and representative claims, *inter alia*, that Defendants (1) failed  
16 to pay minimum, regular and/or prevailing wages in violation of Labor Code § 1197 and IWC  
17 Wage Order 4; (2) failed to accurately calculate and/or pay overtime wages in violation of Labor  
18 Code § 510 and IWC Wage Order 4; (3) failed to provide meal periods required by law in violation  
19 of Labor Code § 512; (4) failed to authorize and permit rest periods required by law in violation  
20 of Labor Code § 226.7 and IWC Wage Order 4; (5) failed to pay premium pay in lieu of non-  
21 compliant meal and/or rest periods in violation of Labor Code § 226.7; (6) failed to timely pay  
22 wages upon termination of employment in violation of Labor Code §§ 201-203; (7) failed to  
23 provide accurate, itemized wage statements in violation of Labor Code § 226; (8) failed to provide  
24 suitable seating in violation of IWC Wage Order 4; (9) violated California Business and  
25 Professions Code section 17200 as a result of the above-referenced violations; and (10) violated  
26 the Private Attorneys General Act of 2004, Labor Code Section 2698, *et seq.* based on the facts  
27 alleged in the FAC, including as a result of violations of Labor Code §§ 201, 201.3, 202, 203, 204,  
28

1 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, and the applicable IWC Wage Order, thereby  
2 entitling Plaintiffs and other aggrieved employees to civil penalties.

3         2.5 Defendants deny any liability or wrongdoing of any kind associated with the claims  
4 alleged in the Action and further deny that the Action is appropriate for class treatment for any  
5 purpose other than this Settlement or that a representative action is appropriate. Defendants  
6 contend that they have complied with all applicable laws and regulations, including, without  
7 limitation, the California Labor Code, the California Business and Professions Code, the California  
8 Code of Regulations and the applicable Wage Orders, that all employees were timely paid all  
9 wages owed to them both during their employment and upon termination, that all employees were  
10 provided the requisite meal and rest periods, that employees were provided with accurate, itemized  
11 wage statements, that Defendants provided suitable seating, that Defendants kept adequate records,  
12 and that Defendants otherwise met all of their obligations under California and federal law.  
13 Plaintiffs believe that this Action is meritorious and that class certification and representative  
14 action treatment is appropriate.

15         2.6 For purposes of this Settlement only, Defendants will stipulate to the certification  
16 of a settlement class. Defendants do not otherwise admit or concede that the Action is  
17 appropriately treated as a class action or that the Action could otherwise proceed past the class-  
18 certification stage. Should the Settlement not become final for any reason, the fact that the Parties  
19 stipulate and agree to class certification as part of the Settlement shall have no bearing on, and  
20 shall not be admissible in connection with, whether any class could or should be certified outside  
21 of the context of this Stipulation. Defendants reserve all of their rights to challenge all claims and  
22 allegations in the Action upon all procedural and factual grounds, including, without limitation,  
23 the ability to challenge class or representative action treatment on any grounds, to move for  
24 dismissal of any or all claims, and to assert any and all other potential defenses or privileges.  
25 Plaintiff and Class Counsel agree that Defendants retain and reserve these rights in the event the  
26 Court does not enter the Final Approval Order and they agree not to take a position to the contrary;  
27 specifically, Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby  
28 waive any argument, that based on this Stipulation, Defendants could not contest class certification

1 on any grounds, seek decertification, move for dismissal of any or all claims, and/or assert any and  
2 all other potential defenses and privileges if the Action were to proceed. Further, the negotiation  
3 related to this Stipulation shall remain strictly confidential and subject to the provisions of  
4 California Evidence Code Sections 1119 and 1152 and/or Rule 408 of the Federal Rules of  
5 Evidence and any other similar rules and privileges that might apply.

6 2.7 In September 2021, prior to the commencement of settlement discussions between  
7 the Parties, Defendants settled approximately 90% of the potential value of the class claims in this  
8 Action by entering into settlement and release agreements directly with individual members of the  
9 putative class alleged in the complaint.

10 2.8 In October 2021, the Parties agreed to participate in a private mediation. In advance  
11 of the mediation, Class Counsel conducted a thorough investigation into the facts relating to the  
12 claims alleged in the Action and thoroughly studied the legal principles applicable to the claims  
13 asserted against Defendants and Defendants' defenses thereto. This included, *inter alia*,  
14 interviewing nearly two dozen members of the Class and reviewing information obtained from  
15 Defendants through formal and informal discovery. Defendants informally produced payroll  
16 records for a random sample of Class Members and time and pay data for the Class Members and  
17 Aggrieved Employees. In addition, Defendants responded to four sets of interrogatories and three  
18 sets of requests for production of documents. The exchange of documents and information  
19 reflected that there are approximately 89 Class Members and that these individuals worked directly  
20 or indirectly for Defendants in California, in aggregate, approximately 3,239 shifts during the  
21 Class Period. The exchange of documents and information also reflected that there are  
22 approximately 789 Aggrieved Employees and these individuals worked directly or indirectly for  
23 Defendants in California, in aggregate, approximately 3,891 pay periods during the PAGA Period.

24 2.9 On November 12, 2021, the Parties participated in a private mediation session  
25 before mediator Lisa Klerman, an experienced class action mediator. During the mediation, the  
26 Parties discussed Plaintiffs' claims and Defendants' defenses thereto. The Parties also analyzed  
27 the potential exposure of Defendants with respect to Plaintiffs' claims, including Defendants'  
28 potential liability for penalties and interest, as well as potential risks that Plaintiffs would face in

1 litigating this Action through a contested class certification, trial, and potential appeal(s). The  
2 mediation lasted the entire day and allowed the Parties to better understand each other's respective  
3 positions as to the claims, defenses, Defendants' exposure and discounts to such exposure/liability.  
4 The Parties continued to discuss settlement in the weeks following the mediation and ultimately  
5 reached agreement to resolve the Action based on the terms set forth herein for the amount of Five  
6 Hundred and Sixty Thousand Dollars (\$560,000.00), for an overall and comprehensive settlement  
7 inclusive of attorney's fees, costs, claims administration, an enhancement award to the named  
8 Plaintiffs, and PAGA civil penalties.

9       2.10 Defense Counsel has explained to Class Counsel that it believes Defendants (a)  
10 have substantial factual and legal defenses to the claims asserted in the Action, which render the  
11 outcome of the Action substantially uncertain, (b) believe that class certification would not be  
12 granted, and (c) Defendants will prevail on summary judgment or at trial. Class Counsel has  
13 explained to Defense Counsel that it believes (a) certification would be proper, (b) decertification  
14 will not happen, and that (c) Plaintiffs will prevail on summary judgment or at trial on all claims  
15 certified by the Court. The proposed Settlement provides expeditious relief and benefits to Class  
16 Members, Aggrieved Employees and the LWDA (much sooner than would be possible than if the  
17 Parties' disputed positions were litigated in continued and ongoing litigation through trial and  
18 appeal).

19       2.11 Class Counsel has diligently investigated the claims alleged in the Action. Based  
20 upon Class Counsel's discovery, independent investigation, and legal evaluation, and taking into  
21 account the sharply contested legal and factual issues, assessment of the uncertainties of complex  
22 litigation, and the relative benefits conferred upon the Settlement Class and Aggrieved Employees  
23 pursuant to this Settlement Agreement, Class Counsel has concluded that that the terms of the  
24 settlement set forth herein are fair, just, reasonable, adequate and equitable to the Class Members  
25 and Aggrieved Employees, and are in the best interests of Plaintiffs, the Settlement Class, and all  
26 Aggrieved Employees.

27       2.12 Defendants have concluded that further defense of this Action would be protracted  
28 and expensive. Defendants have expended substantial amounts of time, energy and resources, and

1 unless this Settlement is concluded, those efforts will continue to be expended in defense of the  
2 claims asserted in this Action. Defendants have therefore agreed to settle the matter upon the terms  
3 set forth in this Settlement Agreement in order to put to rest the claims set forth in this Action.  
4 The Parties specifically agree that Defendants' agreement to settle this matter is not and shall not  
5 be construed as an admission of any wrongdoing whatsoever. Defendants and their counsel also  
6 stipulate and agree that the Settlement is fair and in the best interests of the Parties hereto.

7 2.13 The Parties further stipulate and agree that the terms of the settlement set forth in  
8 this Settlement Agreement are the product of good faith, arms-length negotiations between the  
9 Parties and their counsel of record, are consistent with public policy, and fully comply with  
10 applicable law.

### 11 **3. OPERATIVE TERMS OF SETTLEMENT**

12 3.1 The Parties will cooperate in obtaining an order from the Court approving the  
13 Settlement. The Parties agree to use their best efforts to expedite the preparation and submission  
14 of the Settlement and related documents. The Parties further agree to fully cooperate in the drafting  
15 and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall  
16 take all steps that may be requested by the Court or that are otherwise necessary to the approval  
17 and implementation of this Settlement, and shall otherwise use their respective best efforts to  
18 obtain Court approval of this Settlement. If this Settlement is terminated or canceled pursuant to  
19 its terms, the Parties shall be released from all remaining obligations under the terms of the  
20 Settlement. In such an event, the Parties agree to share all costs incurred from carrying out the  
21 terms of the Settlement prior to its termination or cancellation, including but not limited to any  
22 Settlement Administration Costs on a 50/50 basis.

23 3.2 **Gross Settlement Amount.** Subject to Court approval, and in consideration for  
24 the release of claims described in this Settlement Agreement, the Parties agree to settle this Action  
25 pursuant to the financial terms set forth below. Defendants agree to pay a non-reversionary Gross  
26 Settlement Amount of Five Hundred and Sixty Thousand Dollars (\$560,000.00), allocated as  
27 follows: (a) One Hundred and Seventy Five Thousand Dollars (\$175,000.00) will be allocated to  
28 the settlement of the PAGA claim (the PAGA Payment), with \$131,250 to be sent to the LWDA

1 and the remaining \$43,750 to be allocated among the Aggrieved Employees (the Employee PAGA  
 2 Amount); (b) a Service Enhancement in an amount approved by the Court, but not to exceed Two  
 3 Thousand and Five Hundred Dollars (\$2,500.00) to each Plaintiff for his or her efforts in bringing  
 4 and prosecuting this matter; (c) attorneys' fees to Class Counsel in an amount approved by the  
 5 Court, but not to exceed One Hundred and Forty Thousand Dollars (\$140,000.00); (d) Class  
 6 Counsel's costs and expenses in an amount approved by the Court , but not to exceed Twelve  
 7 Thousand Dollars (\$12,000.00); (e) deductions for settlement administration expenses of  
 8 approximately Fourteen Thousand and Five Hundred Dollars (\$14,500.00); (f) any and all lawfully  
 9 required employer's-side payroll taxes owing on the Individual Settlement Payments; and (g) the  
 10 balance to be allocated among the Settlement Class based on workweeks worked as the Class  
 11 Settlement Payment.

12 Subject to the provisions set forth herein, the Gross Settlement Amount is the maximum  
 13 settlement amount to be paid by Defendants, and under no circumstances shall Defendants be  
 14 obligated to pay any additional amount to Plaintiffs, Class Counsel, third-party settlement  
 15 administrators, the Settlement Class Members, the Aggrieved Employees, or the LWDA.

### 16 3.3 Calculation and Distribution of Individual Settlement Amounts to Settlement 17 Class Members.

18 (a) In consideration for the settlement and release of the Released Claims of the  
 19 Settlement Class Members against the Released Parties (defined in Section 6 below), Defendants  
 20 agree to pay to each Settlement Class Member a share of the Class Settlement Payment, referred  
 21 to as "Individual Settlement Payments." Each Settlement Class Member's Individual Settlement  
 22 Payment shall be determined by (a) dividing the Settlement Class Member's total number of  
 23 workweeks worked for Defendants in California during the Class Period by the total number of  
 24 workweeks worked by all Settlement Class Members for Defendants in California during the Class  
 25 Period, and (b) multiplying that pro rata share by the Class Settlement Payment. The Settlement  
 26 Administrator will be responsible for determining the amount of the Individual Settlement  
 27 Payments to be paid to the Settlement Class Members based on data to be provided to the  
 28 Settlement Administrator by Defendants. Each Settlement Class Member's Individual Settlement

1 Payment shall be distributed to that Settlement Class Member, less applicable withholdings. The  
2 Parties agree that this formula for allocating the Class Settlement Payment is reasonable and that  
3 the Individual Settlement Payments provided for herein are designed to provide a fair settlement  
4 to the Settlement Class Members. For each Class Member who submits a valid and timely request  
5 for exclusion, the Claims Administrator shall proportionally increase the payments to each  
6 Settlement Class Member such that the total Individual Settlement Payments will equal one  
7 hundred percent (100%) of the Class Settlement Payment.

8 (b) The Parties agree that the Individual Settlement Payments are allocated for  
9 payment of disputed wages to Settlement Class Members and are subject to withholding and other  
10 deductions applicable to wage payments. Settlement Class Members shall receive a W-2 form  
11 with respect to their Individual Settlement Payment.

12 (c) Individual Settlement Payments will be distributed and paid only to Class  
13 Members after entry of the Final Approval Order by the Court, pursuant to the terms of this  
14 Settlement Agreement.

#### 15 3.4 **PAGA Payment**

16 (a) The total PAGA Payment shall be One Hundred and Seventy-Five  
17 Thousand Dollars (\$175,000.00). Seventy-five percent (75%) of that total, in the amount of One  
18 Hundred and Thirty-One Thousand, Two Hundred and Fifty Dollars (\$131,250.00), shall be paid  
19 to the LWDA. The remaining Forty-Three Thousand, Seven Hundred and Fifty Dollars  
20 (\$43,750.00) or twenty-five percent (25%) shall be distributed to the Aggrieved Employees.

21 (b) In consideration for the settlement and release of the Released Claims of the  
22 Aggrieved Employees against the Released Parties (defined in Section 6 below), Defendants agree  
23 to pay to each Aggrieved Employee a share of the Employee PAGA Payment, known as the  
24 Individual PAGA Payment. This amount will be distributed *pro rata* among the individual  
25 Aggrieved Employees based on the number of pay periods each individual worked for Defendants  
26 in California during the PAGA Period divided by the aggregate number of pay periods worked for  
27 Defendants in California by all Aggrieved Employees during the PAGA Period. The Settlement  
28 Administrator will be responsible for determining the amount of the Individual PAGA Payments

1 to be paid to the Aggrieved Employees based on data to be provided to the Settlement  
2 Administrator by Defendants. The Individual PAGA Payment shall be paid to each individual  
3 Aggrieved Employee at the time the class Individual Settlement Payments are made. Each  
4 Aggrieved Employee will receive his/her respective Individual PAGA Payment without the need  
5 to complete or submit any claim forms. The Individual PAGA Payments are penalties and are  
6 nonwage payments thereby resulting in issuance of 1099 forms for same.

7 **3.5 Service Enhancement for Plaintiffs.**

8 Class Counsel may submit an application to the Court for an award of an individual Service  
9 Enhancement to each Plaintiff in the amount of up to Two Thousand Five Hundred dollars  
10 (\$2,500.00). Such application will be set for hearing concurrently with the Motion for Final  
11 Approval of Settlement. The Service Enhancement is to compensate Plaintiffs for their efforts in  
12 connection with the Action. The Service Enhancement shall be paid to Plaintiffs out of the Gross  
13 Settlement Amount in addition to the individual payment he or she receives from the Class  
14 Settlement Payment as a Settlement Class Member. In the event the Court awards Plaintiffs a  
15 lesser amount as a Service Enhancement, the difference will be included in the Class Settlement  
16 Payment and distributed to the Settlement Class Members.

17 **3.6 Attorneys' Fees, Costs and Reasonably Related Expenses.**

18 (a) Class Counsel may submit an application for Court approval of an award of  
19 (1) up to One Hundred Forty Thousand (\$140,000.00) in attorneys' fees to be paid from the Gross  
20 Settlement Amount; and (2) up to Twelve Thousand Dollars (\$12,000.00) for reimbursement of  
21 any costs and expenses incurred in connection with this Action. In the event the Court awards  
22 Class Counsel less than \$140,000.00 in fees and/or less than \$12,000.00 in reimbursement for costs  
23 and expenses, the difference will be included in the Class Settlement Payment.

24 (b) Except as provided in this Settlement Agreement, Defendants will not be  
25 required to pay any other expenses, costs, damages or fees incurred by the Plaintiffs, or any Class  
26 Member or Aggrieved Employee, or by any of their attorneys, experts, advisors, agents or  
27 representatives. Any award of attorneys' fees, costs, expenses and damages payable hereunder to  
28 Class Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs,

1 expenses, and damages under state or federal law, which the Plaintiffs, the Settlement Class, the  
2 Aggrieved Employees, Class Counsel, or any other counsel have or may have against Defendants  
3 arising out of or in connection with the Action and its settlement, including, but not limited to, any  
4 claims for attorneys' fees, costs and expenses involved in litigating attorneys' fees, costs and  
5 expenses incurred through and after the final disposition and termination of this Action.

6 (c) The substance of Class Counsel's application for attorneys' fees and costs  
7 is not part of this Settlement Agreement and is to be considered separately from the Court's  
8 consideration of the fairness, reasonableness, adequacy and good faith of the Settlement. The  
9 outcome of any proceeding related to Class Counsel's request for attorneys' fees and costs shall  
10 not terminate this Settlement Agreement or otherwise affect the Court's ruling on the Final  
11 Approval Motion.

12 3.7 **Settlement Administration Costs.** The Parties have jointly selected a Settlement  
13 Administrator to administer the Settlement after receiving an acceptable estimate for such services  
14 as agreed by the Parties. The costs of settlement administration, currently estimated at no more  
15 than \$14,500.00, will be paid from the Gross Settlement Amount. The fees and other charges of  
16 the Settlement Administrator to administer the settlement will be paid from the Gross Settlement  
17 Amount. The difference between actual and Court approved settlement administration costs, if  
18 any, will revert to the Class Settlement Payment and be redistributed to the Settlement Class  
19 Members.

20 3.8 **Taxes and Withholdings**

21 (a) Based upon the class claims asserted in the Action, the payments to  
22 Settlement Class Members are being made for disputed unpaid wages. Accordingly, payments to  
23 Settlement Class Members are wages, and the legally required employer's payroll taxes will be  
24 paid from the proceeds of the Gross Settlement Amount. Each Settlement Class Member shall pay  
25 any taxes due under any federal, state or local law in excess of withholding taxes paid by  
26 Defendants from the Class Settlement Payment.

1 (b) With respect to the Individual PAGA Payments paid to the Aggrieved  
2 Employees, because the recovery potentially available under PAGA is limited to civil penalties,  
3 the Parties agree that such payments are not properly classified as wages subject to payroll taxes.

4 (c) With respect to any Service Enhancement awarded to Plaintiffs by the  
5 Court, such amounts shall not be paid as wages, such that no payroll taxes will be deducted.

6 (d) Other than the withholding and reporting requirements set forth in this  
7 Paragraph 3.8, Settlement Class Members shall be solely responsible for the reporting and payment  
8 of their share of any federal, state and/or municipal income or other taxes on payments made  
9 pursuant to this Settlement. No party has made any representation to any of the other Parties as to  
10 the taxability of any payments pursuant to this Settlement, including the payments to Settlement  
11 Class Members and Aggrieved Employees, the payments to Class Counsel, the payment to the  
12 Class Representatives, the payroll tax liability of Defendants, or the allocation of Settlement  
13 proceeds to wage and non-wage income, or otherwise as to the tax implications of any provision  
14 of this Settlement.

15 (e) The Settlement Administrator shall remit and report the applicable portions  
16 of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its  
17 duties and undertakings. The employer's share of payroll taxes attributed to the Individual  
18 Payment Amounts shall be paid from the Gross Settlement Amount.

### 19 3.9 Effect of Appeal.

20 If an appeal is taken from the award of Class Counsel's attorneys' fees, costs and expenses,  
21 or the Service Enhancements for Plaintiffs, the appeal shall not affect the finality of the judgment  
22 as to the remainder of the terms of the Settlement.

## 23 4. PROCEDURES FOR ADMINISTRATION OF SETTLEMENT

### 24 4.1 Engagement of Settlement Administrator.

25 (a) The Parties have agreed to appoint CPT Group to perform the duties of  
26 Settlement Administrator. If the Court does not approve the appointment of CPT Group, the  
27 Parties will meet and confer to select an alternative Settlement Administrator.  
28

(b) The Settlement Administrator shall perform the following notice and other claims administration functions: (i) prepare, print and disseminate the Class Notice to all Class Members, including taking appropriate steps to trace and locate any Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (ii) track the Notice mailing and any exclusion requests or objections; (iii) receive, independently review, and resolve any challenges from Class Members (in consultation with Class Counsel and Defendants' counsel), including any associated documentation regarding the number of pay periods and/or workweeks of service in which they performed work for Defendants (iv) promptly furnish to Class Counsel and Defendants' Counsel copies of all written objections, requests for exclusion and any rescission statements received; (v) establish the necessary bank accounts and obtain the necessary tax identification number to administer the settlement; (vi) administer the Settlement, including determining each putative Class Member's status as a member of the Class and their Individual Settlement Payments; (vii) distribute the Individual Settlement Payments to Settlement Class Members, the Individual PAGA Payments to Aggrieved Employees, payments of the court-approved Service Awards to the Plaintiffs, payments of the PAGA penalties to the LWDA and the court-approved attorneys' fees and costs to Class Counsel; (viii) file any necessary tax forms; and (ix) deposit any uncashed checks with the State of California Controller's Office of Unclaimed Funds as provided for below.

**4.2 Application for Preliminary Approval Order.** Promptly and in no event more than fourteen (14) days after this Settlement Agreement is fully executed by the Parties, Plaintiffs will file with the Court a Joint Motion for Preliminary Approval of Settlement and Provisional Certification of a Settlement Class, and shall appear for a hearing if the Court so orders. Plaintiffs will submit this Settlement Agreement and any supporting papers to the Court, which shall set forth the terms of this settlement and will include proposed forms of all notices and other documents as necessary to implement the Settlement Agreement. Class Counsel will only file the Preliminary Approval Motion following review and approval by Defendants' Counsel, after providing Defendants' Counsel with at least five (5) business days to review said Motion and the accompanying documents. In connection with the Preliminary Approval Motion, Plaintiffs will

1 apply for an Order: (a) preliminarily approving the Settlement under the legal standards relating  
 2 to the preliminary approval of class action settlements; (b) preliminarily certifying the Class as  
 3 provided in this Settlement Agreement for settlement purposes only; (c) appointing Class Counsel  
 4 as counsel for the Class, for settlement purposes only; (d) appointing the Plaintiffs as the  
 5 representatives of the Class, for settlement purposes only; (e) approving the form of the  
 6 Settlement Notice, and finding the proposed method of disseminating the Notice meets all legal  
 7 requirements, and is the best notice practicable under the circumstances; (f) establishing the  
 8 procedures and the deadline by which Class Members may assert objections to the certification  
 9 of the Class and/or to the Settlement; (g) establishing a deadline for the Parties to submit  
 10 papers/briefing in response to any objections and in support of final approval of the Settlement;  
 11 (h) establishing procedures and the deadline by which individuals may exclude themselves from  
 12 the Settlement; (i) setting a date for the Final Approval Hearing no earlier than one-hundred (100)  
 13 calendar days after the date preliminary approval is granted; and (j) providing that, pending this  
 14 Court's final determination of whether the proposed Settlement will be approved and in aid of the  
 15 Court's jurisdiction and to prevent a multiplicity of lawsuits, the Plaintiffs, and anyone acting on  
 16 their behalf (including, but not limited to, attorneys, representatives and agents), waive and  
 17 release and are barred and enjoined from instituting, commencing, or continuing to prosecute,  
 18 directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf  
 19 of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court,  
 20 any other state court, or any arbitration or mediation proceeding or any other similar proceeding,  
 21 any and all claims against any Released Party that asserts any Released Claims (as defined below  
 22 in Section 6) that would be released and discharged upon entry of the Final Approval Order,  
 23 except as the Court may further order upon application of a Class Member and notice to all Parties.

24       **4.3 Notice to LWDA.** Within ten (10) days of Class Counsel's filing of the Preliminary  
 25 Approval Motion, Plaintiffs shall submit to the LWDA a copy of this Settlement Agreement  
 26 pursuant to the requirements set forth in Labor Code section 2699(l)(2).

27       **4.4 CAFA Notice.** Within ten (10) days of Class Counsel's filing of the Preliminary  
 28 Approval Motion, Defendants will serve or cause to be served notice of the Settlement as required

1 by the Class Action Fairness Act. After completion of such service, Defendants will file a  
2 declaration with the Court indicating such service has been completed.

3       **4.5 Notice to Class Members.** Notice of the settlement shall be provided to the  
4 Settlement Class in the form of the Class Notice attached hereto as **Exhibit A**. The Settlement  
5 Administrator shall be responsible for preparing, printing, and mailing to all Settlement Class  
6 Members the Notice Packet (as defined below).

7               (a) No later than fourteen (14) days after entry of a Preliminary Approval Order  
8 by the Court, Defendants shall transmit to the Settlement Administrator a list with the following  
9 information for each Class Member and Aggrieved Employee: first and last name, last-known  
10 mailing address, last known telephone numbers, social security number and the total number of  
11 workweeks Class Members worked during the Class Period or total number of pay periods worked  
12 by Aggrieved Employees during the PAGA Period, as applicable (the “**Class List**”).

13               (b) The Class List and any other data provided by Defendants to the Settlement  
14 Administrator and/or Class Counsel pursuant to this Settlement Agreement, shall be presumed to  
15 be accurate, and shall be held in strict confidence to be used solely for the purpose of this  
16 Settlement, and shall not be disclosed to anyone outside of the Settlement Administrator. The  
17 Parties shall provide the Settlement Administrator with any updated or different addresses or phone  
18 numbers they obtain from Class Members prior to the Claim Bar Date.

19               (c) Neither Defendants nor the Settlement Administrator will provide the Class  
20 List or the name, contact information and/or any financial information of Class Members or  
21 Aggrieved Employees to the Plaintiffs, Class Counsel, any other Class Member or Aggrieved  
22 Employee, or to any other person or entity.

23               (d) If Defendants and the Settlement Administrator determine, based upon  
24 further review of available data, that a person previously identified as being a Class Member should  
25 not be so included, or if they identify a person who should have been included as a Class Member  
26 but was not so included, Defendants and the Settlement Administrator shall promptly delete or add  
27 such person as appropriate and immediately notify Class Counsel prior to such deletions or  
28 additions (and the reasons therefore). Upon its receipt of the Class List, the Settlement

1 Administrator will access the National Change of Address (“**NCOA**”) Database and any other  
2 databases used by the Settlement Administrator, update the addresses provided by Defendants, and  
3 advise Defendants of the updated address.

4 (e) Within fourteen (14) calendar days after receiving the Class List, the  
5 Settlement Administrator shall mail a copy of the Class Notice substantially in the form attached  
6 hereto as **Exhibit A** and a pre-paid self-addressed return envelope (collectively referred to as the  
7 “**Notice Packet**”) to all Class Members via first-class mail, postage prepaid.

8 (f) The addresses to which the Notice Packets are mailed shall be determined  
9 by the Settlement Administrator from the identifying information transmitted to the Settlement  
10 Administrator by Defendants as provided herein, and by such other means as the Settlement  
11 Administrator customarily uses to locate class members in administration of class action  
12 settlements.

13 (g) It shall be conclusively presumed that if the Notice Packet is not returned  
14 as undeliverable, the Class Member received the Notice Packet. Any Notice Packets returned to  
15 the Settlement Administrator as non-delivered before the deadline set forth herein for Class  
16 Members to mail Requests for Exclusion shall be sent to the forwarding address affixed thereto.  
17 If no forwarding address is provided for a Notice Packet that is returned as non-delivered, then  
18 such Notice Packet will be re-sent by the Settlement Administrator after the address is updated  
19 using one or more substantive skip trace procedures such as performing address searches using  
20 public and proprietary electronic resources which collect their data from various sources such as  
21 utility records, property tax records, motor vehicle registration records (where allowed) and credit  
22 bureaus. The undelivered Notice Packets will be re-sent within five (5) days after the Settlement  
23 Administrator receives notice that a Notice Packet was undeliverable. For a period not to exceed  
24 forty-five (45) days from the date specified herein for the initial mailing of the Notice Packets, the  
25 Settlement Administrator will continue to use reasonable efforts to obtain current addresses for  
26 Class Members whose Notice Packets are returned as non-deliverable, and Requests for Exclusion  
27 received within said forty-five (45) day period for such Class Members shall be deemed timely.

1 (h) All costs of mailing of the Notice Packet, whether foreseen or not, shall be  
2 paid from the Gross Settlement Amount, including the cost of searching for Class Members'  
3 addresses.

4 (i) Other than the obligations set forth in this Settlement Agreement, Plaintiffs,  
5 Class Counsel, Defendants, and the Settlement Administrator shall have no additional obligation  
6 to identify or locate any Class Member/Aggrieved Employee or have any liability in connection  
7 with the provision of information to the Settlement Administrator or otherwise. Compliance with  
8 these procedures shall constitute due and sufficient notice to Class Members of this Settlement and  
9 shall satisfy the requirement of due process.

10 (j) If any party or the Settlement Administrator determines, based upon further  
11 review of available data, that a person previously identified as being a Class Member or Aggrieved  
12 Employees should not be so included or identifies a person who would have been included as a  
13 Class Member or Aggrieved Employees but was not so included, the Settlement Administrator  
14 will promptly delete or add such person as appropriate and immediately notify Class Counsel and  
15 Defendants' Counsel prior to such deletions or additions (and the reasons therefore). Defendants'  
16 Counsel shall be given the opportunity to oppose any such deletion or addition by the Settlement  
17 Administrator.

18 (k) The time periods and methodologies set forth herein reflect the Parties' best  
19 current belief as to their ability to make such identification, and it is understood that Defendants,  
20 in undertaking the tasks set forth herein, shall use reasonable efforts to identify all Class  
21 Members/Aggrieved Employees and to collect the information required to be included in the Class  
22 List. Other than the obligations set forth in this Settlement Agreement, Defendants shall have no  
23 additional obligation to identify or locate any Class Member/Aggrieved Employee or have any  
24 liability in connection with the provision of information to the Settlement Administrator or  
25 otherwise.

26 (l) The Parties agree that the proposed Notice constitutes the best notice  
27 practicable under the circumstances, and constitutes due and sufficient notice of the pendency of  
28 the Action, the proposed Settlement, and the Final Approval Hearing to all persons entitled to

1 notice, in full compliance with due process under the United States Constitution. The Plaintiffs  
2 and Class Counsel acknowledge that this provision is a material term of this Settlement Agreement  
3 and that Defendants would not have entered into this Settlement Agreement without their  
4 agreement to this provision. However, nothing set forth herein shall limit Class Counsel's ability  
5 to answer questions initiated by members of the Class/Aggrieved Employees.

6 **4.6 Responses to Notice.**

7 (a) Corrections to Workweek Count. The Notice shall provide Class Members  
8 with information as to how they may challenge the number of workweeks to which they are  
9 credited. Class Members will have until the Response Deadline within which to contact the  
10 Settlement Administrator and to provide details of their dispute. No workweek count disputes will  
11 be considered if the Class Member contacts the Settlement Administrator after the Response  
12 Deadline.

13 (b) Class Member Opt-Out. Class Members who wish to exclude themselves  
14 from the settlement must submit a Request for Exclusion ("**Request for Exclusion**") to the  
15 Settlement Administrator, postmarked by the Response Deadline (the "**Opt-Out Period**"). In the  
16 case of a second or subsequent mailing to the Settlement Class Member, for example because of  
17 an undeliverable mailing, the Opt-Out Period shall be computed from the date of the second or  
18 subsequent mailing (the "**Claim Bar Date**"). Such written Request for Exclusion must state the  
19 Class Member's name, the last four digits of his/her Social Security Number or Tax ID Number,  
20 the Class Member's address and telephone number. It must also contain words that clearly  
21 describe the Class Member's intention to opt out of the Settlement, such as: "I elect to exclude  
22 myself from the settlement in the *Goris* litigation" in order to be valid. The Request for Exclusion  
23 must be personally signed by the Settlement Class Member who seeks to opt out. No Request for  
24 Exclusion may be made on behalf of a group of Settlement Class Members. The Request for  
25 Exclusion must be sent by mail to the Settlement Administrator and must be timely postmarked as  
26 set forth above, except that the Settlement Administrator may, upon consultation with counsel for  
27 all Parties and good cause shown, extend the due date for mailing the Request for Exclusion. The  
28 postmark date of the mailing envelope shall be the exclusive means used to determine whether a

1 Request for Exclusion has been timely submitted. Any Settlement Class Member who requests  
2 exclusion (opts out) of the settlement will not be entitled to any recovery from the Class Settlement  
3 Payment, will not be bound by the Stipulation of Settlement, and will not have any right to object,  
4 appeal, or comment thereon. If a Request for Exclusion is not timely completed and returned to  
5 the Settlement Administrator as set forth above, it will be conclusively presumed that the  
6 Settlement Class Member received the Notice of Settlement and that he or she does not wish to  
7 opt out of the Settlement. Plaintiffs agree not to opt-out of the Settlement. Requests for Exclusion  
8 do not apply to the PAGA Claims and Aggrieved Employees shall not be provided with the  
9 opportunity to opt-out of the PAGA portion of this Settlement.

10 (c) Objections to the Settlement. Any Class Member may object to certification  
11 of the proposed Settlement Class or to the proposed Settlement, or any portion thereof (including,  
12 but not limited to, preliminary certification, Service Awards, Fee Awards, etc.). The Class  
13 Notice will provide notice that Class Members who wish to object to the Settlement must file  
14 with the Court and send to the Settlement Administrator and counsel for the Parties, not later  
15 than the Response Deadline or the Claim Bar Date, as applicable if there is a second mailing, a  
16 written statement objecting to the Settlement, the proposed Class, or any portion thereof, and  
17 setting forth the specific grounds for the objection. The Settlement Administrator will send all  
18 objections by .pdf to Defendants' Counsel and to Class Counsel no later than three (3) business  
19 days after receipt thereof. Any Class Member who submits a Request for Exclusion may not file  
20 objections to the Settlement. The Parties may file written responses to any filed objections with  
21 the Court no later than seven (7) calendar days before the Final Approval Hearing. In order to  
22 object to this Settlement or any term herein, the person making the objection must be a Settlement  
23 Class Member, must not opt-out, and must, by the Response Deadline, file with the above Court  
24 and serve on Class Counsel and Defendants' Counsel, a written statement of the grounds of the  
25 objection, signed by the objecting Settlement Class Member or his or her attorney, along with all  
26 supporting papers. The date of mailing of the Notice Packet to the objecting Settlement Class  
27 Member shall be conclusively determined according to the records of the Settlement  
28 Administrator. Absent good cause found by the Court, Settlement Class Members who fail to

1 timely file and serve objections in the manner specified herein shall be deemed to have waived  
2 any objections and shall be foreclosed from making any objection (whether by appeal or otherwise)  
3 to the Settlement Agreement.

4 (d) No Encouragement of Objections, Opt-Outs, or Appeals. At no time shall  
5 any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to  
6 file claims, submit written objections to the settlement, Requests for Exclusion, or appeal from the  
7 Order and Final Judgment.

8 (e) Effect of Settlement. Except for persons who properly elect to opt out of  
9 the Class in the manner and within the time limits specified above and in the Class Notice, all  
10 Class Members shall be deemed to be within the Class for all purposes under this Settlement  
11 Agreement, and shall be bound by the terms and conditions of this Settlement Agreement  
12 (including the release and waiver provisions herein), including all orders issued pursuant thereto,  
13 and shall be deemed to have waived all unstated objections and opposition to the fairness,  
14 reasonableness, and adequacy of this Settlement Agreement, and any of its terms. All Aggrieved  
15 Employees shall be bound by the terms and conditions of this Settlement Agreement (including  
16 the release and waiver provisions herein), including all orders issued pursuant thereto.

17 **4.7 Reports by the Settlement Administrator.**

18 (a) Weekly Reports. Starting on the date that the Settlement Administrator  
19 receives the Class List, the Settlement Administrator shall provide weekly reports to counsel for  
20 the Parties detailing the progress of the claims process outlined above in Sections 4.5 and 4.6.

21 (b) Interim Report by the Settlement Administrator. No later than seven (7)  
22 days prior to the date of the Final Approval Hearing, the Settlement Administrator shall provide  
23 counsel for the Parties with a declaration setting forth: (a) due diligence and proof of mailing of  
24 the Notice Packets; and (b) the total number of Class Members who filed timely requests for  
25 exclusion or objections to the settlement, along with the complete copies of all requests for  
26 exclusion and objections received, including the postmark dates for each request for exclusion or  
27 objection.

28 **4.8 Motion for Judgment and Final Approval.**

1 (a) No later than 28 calendar days before the Final Approval Hearing, the  
2 Named Plaintiffs will file a Motion for Judgment and Final Approval. Class Counsel will only file  
3 said Motion following review and approval of the Motion by Defendants' Counsel, after providing  
4 Defendants' Counsel at least five (5) business days to review said Motion.

5 (b) After expiration of the Response Deadline and the Claim Bar Date, the  
6 Court shall conduct a Final Approval Hearing to determine final approval of the Settlement along  
7 with the amounts properly payable for: (1) Settlement Class Members' claims; (2) attorneys' fees,  
8 costs and expenses; (3) the Service Enhancement payment to Plaintiffs; and (4) the costs of  
9 administration of the settlement; and (4) the PAGA Payment. The Final Approval Hearing shall  
10 be held at the Court's convenience, but not earlier than one-hundred (100) calendar days after the  
11 date the Preliminary Approval Motion is filed with the Court. At the Final Approval Hearing,  
12 Plaintiffs and Defendants will use their best efforts to urge the Court to confirm the certification  
13 of the Class for settlement purposes, to grant final approval of the Settlement in its entirety  
14 (including any modification made thereto with the consent of the Parties as provided herein), and  
15 to enter a Final Approval Order and Judgment. To the extent that the requisite CAFA period has  
16 not expired by the date of the Final Approval Hearing, the Court will go forward with the Final  
17 Approval Hearing but shall hold its final approval order until the expiration of the CAFA notice  
18 period.

19 (c) Upon final approval of the settlement by the Court at or after the Final  
20 Approval Hearing, the Parties shall present the Final Order to the Court for its approval and entry.  
21 The Final Approval Order and Judgment shall include the following provisions: (a) approving the  
22 settlement as fair, adequate, reasonable and binding on all Class Members who have not timely  
23 opted out; (b) approving the settlement as fair adequate, reasonable and binding on all Aggrieved  
24 Employees; (c) finding that the dissemination of the Class Notice in the form and manner ordered  
25 by the Court was accomplished as directed, met the requirements of due process, was the best  
26 notice practicable under the circumstances, and constituted due and sufficient notice to all persons  
27 entitled thereto; (d) finding that Plaintiffs and Class Counsel herein have fairly and adequately  
28 represented and protected the interests of the Class/Aggrieved Employees at all times in the

1 Action; (e) directing the Parties to implement the terms of the Settlement Agreement, including,  
2 without limitation, the provisions regarding the payment of the Individual Settlement Payments to  
3 each Settlement Class Member as set forth in this Settlement Agreement, the payment of the  
4 Individual PAGA Payment to each Aggrieved Employee, the payment of the LWDA's portion of  
5 the PAGA Payment to the LWDA, the payment of the attorney's fees and costs award to Class  
6 Counsel, the Service Enhancement to each Class representative, and the costs of administration;  
7 (f) defining the Class; (g) releasing and discharging the Released Parties from any and all liability  
8 with respect to the Released Claims as provided herein after all payments have been made as set  
9 forth above; (h) providing that in order to protect the continuing jurisdiction of the Court, prevent  
10 a multiplicity of lawsuits, and protect and effectuate the Court's judgment in the Action, Plaintiffs  
11 and all Settlement Class Members/Aggrieved Employees, and anyone acting on their behalf  
12 (including, but not limited to, attorneys, representatives, and agents of Plaintiffs or any Settlement  
13 Class Member or Aggrieved Employee), are permanently and forever barred and enjoined from  
14 instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or  
15 collectively, representatively, derivatively, or on behalf of himself or herself, or in any other  
16 capacity of any kind whatsoever, any action in this Court, any other court, or any arbitration or  
17 mediation proceeding or any other similar proceeding, against any Released Party that asserts any  
18 claims that are Released Claims under the terms of the Settlement; and providing that any Person  
19 who violates such injunction shall pay the costs and attorneys' fees incurred by any Released Party  
20 as a result of the violation; (h) awarding reasonable attorneys' fees and costs to Class Counsel,  
21 subject to the limitations set forth herein, or reserving jurisdiction with respect thereto; (i) awarding  
22 service Enhancements to Plaintiffs, subject to the limitations set forth herein, or reserving  
23 jurisdiction with respect thereto; (j) reserving continuing and exclusive jurisdiction over all matters  
24 related to the administration and consummation of the terms of this Settlement, over the  
25 enforcement, construction and interpretation of this Settlement Agreement and/or the Final  
26 Approval order, including, but not limited to, the provisions therein enjoining any further litigation  
27 of Released Claims, and over Plaintiffs and all Settlement Class Members/Aggrieved Employees  
28 (and their attorneys and law firms) in connection therewith; and (k) ordering that the Settlement

1 Agreement shall operate as a full, complete, and final release of all the Released Claims of all  
2 Class Members who do not submit a valid exclusion request, and to all Aggrieved Employees.

3 (d) After entry of the Final Approval Order, the Court shall have continuing  
4 jurisdiction for purposes of addressing (1) settlement administration matters; (2) such post-Final  
5 Order matters as may be appropriate under Court rules or as set forth in this Settlement Agreement;  
6 and (3) ruling on the stipulated request for final judgment of entire action when all aspects of the  
7 settlement have been consummated.

8 4.9 **Submission of Final Order to LWDA.** Within ten (10) days of the Court entering  
9 a Final Approval Order, Plaintiffs shall submit to the LWDA a copy of the Final Approval Order  
10 pursuant to the requirements set forth in Labor Code section 2699(1)(3).

11 4.10 **Resolution of Disputes Concerning Administration of Settlement.** Any disputes  
12 concerning the administration of the Settlement (including those concerning the Individual  
13 Settlement Amounts) not resolved by the Parties will initially be resolved by the Settlement  
14 Administrator. If the Settlement Administrator's decision is not accepted, the dissatisfied Party  
15 may request the Court to make a final decision.

16 **5. FUNDING OF SETTLEMENT AND OTHER PAYMENTS.**

17 5.1 Within fourteen (14) days after the Effective Date, Defendants shall deliver the  
18 Gross Settlement Amount to the Settlement Administrator. The payment of Court-approved Class  
19 Counsel's attorneys' fees and costs and Class Representatives' Service Enhancement shall be paid  
20 to Class Counsel and to the Class Representatives within five (5) business days after Defendants  
21 pay the Gross Settlement Amount to the Settlement Administrator. The payment of \$131,250.00  
22 to the Labor Workforce Development Agency, representing 75% of the PAGA Payment, shall be  
23 paid within five (5) business days after Defendants pay the Gross Settlement Amount to the  
24 Settlement Administrator. The Service Enhancements payment shall be transmitted to Class  
25 Counsel. The attorneys' fees, costs and reasonably related expenses shall be paid by a check or  
26 wire transfer to Class Counsel. Payment of charges by the Settlement Administrator will be made  
27 directly to the Settlement Administrator.  
28

1           5.2     Within fifteen (15) days after Defendants pay the Gross Settlement Amount to the  
2 Settlement Administrator, the Settlement Administrator shall distribute the Individual Settlement  
3 Amounts and Individual PAGA Payments to each Settlement Class Member and Aggrieved  
4 Employee, respectively. All checks issued shall indicate on their face that, consistent with standard  
5 bank procedures, they are void if not negotiated within one hundred eighty (180) days of their  
6 issuance. The date of mailing of the settlement checks to the eligible Settlement Class Members  
7 and Aggrieved Employees shall be conclusively determined according to the records of the  
8 Settlement Administrator. Any Settlement Class Member or Aggrieved Employee who fails to  
9 cash the settlement check within the one hundred eighty (180) day period provided herein will  
10 nonetheless remain a member of the Settlement Class and shall be bound by the terms and  
11 conditions of this Settlement Agreement. The Settlement Administrator shall provide Class  
12 Counsel and Defendants' Counsel with a complete list of all Settlement Class Members and  
13 Aggrieved Employees who did not cash their settlement checks within fourteen (14) calendar days  
14 after the expiration of the one hundred eighty (180) days provided for in this paragraph.

15           5.3     After one hundred eighty (180) days of issuance, uncashed checks will be deposited  
16 with the State of California Controller's Office of Unclaimed Funds in the name of the individual  
17 to whom the check had been addressed. The failure by any Class Member/Aggrieved Employee  
18 to claim or deposit any check issued by the Settlement Administrator shall have no effect on that  
19 Class Member's/Aggrieved Employee's release of all Released Claims (as defined below).

20           5.4     The Settlement Administrator shall also remit all amounts withheld from Individual  
21 Payment Amounts and all employer-related payroll taxes to the Internal Revenue Service and  
22 California E.D.D., and/or any other proper entity to whom withholdings and employer-related  
23 payroll taxes attributed to Individual Payment Amounts are due, no later than one hundred and  
24 eighty (180) days after issuance of Individual Payment Amounts.

25           5.5     No person shall have any claim against the Settlement Administrator, Defendant or  
26 any of the Released Parties, the Class Representative, the Class Members, or Class Counsel based  
27 on payments made substantially in accordance with this Settlement, or further Orders of this Court.

28     **6.     RELEASE OF CLAIMS**

1           6.1     Contingent upon full and final payment by Defendants of the Gross Settlement  
2     Amount consistent with Paragraph 5, the Class Representatives and each Settlement Class Member  
3     shall be deemed to have fully, finally, and forever released the Released Parties from all Released  
4     Class Claims and each Aggrieved Employee shall be deemed to have fully, finally, and forever  
5     released the Released Parties from all Released PAGA Claims.

6           6.2     **Releases By Settlement Class Members and Plaintiffs.** Plaintiffs and each  
7     Settlement Class Member (along with all persons purported to act on their behalf or purporting to  
8     assert a claim under or through them, including, but not limited to, their spouses, dependents,  
9     attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators,  
10    transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest,  
11    whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other  
12    type or in any other capacity) (the “**Releasing Class Parties**”) shall, effective upon entry of the  
13    Final Approval Order of this Settlement by the Court and except as to such rights or claims as may  
14    be created by this Settlement Agreement, fully release and discharge Defendants, the Staffing  
15    Agencies, and their past, present and future parent companies, subsidiaries, predecessors,  
16    successors, affiliates, divisions, joint employers, co-employers and related companies, as well as  
17    their respective current, former and future officers, directors, members, managing members,  
18    directors, agents, trustees, shareholders, assigns, beneficiaries, representatives, employees,  
19    managers, accountants, owners, investors, partners, insurers, and attorneys, and all persons acting  
20    by, through, under or in concert with any of them, including any party that was or could have been  
21    named as a defendant in the Action based on the facts alleged, and each of them, both in their  
22    individual and representative capacities (collectively, the “**Released Parties**”) to the maximum  
23    extent permitted by law, from any and all claims, rights, demands, debts, obligations, guarantees,  
24    liabilities, costs, expenses, attorneys’ fees and costs, experts’ fees and costs, damages, actions and  
25    causes of action of every nature and description, whether known or unknown, actual or potential,  
26    contained in or reasonably arising out of the same set of operative facts in the Complaint, Amended  
27    Complaint, PAGA letter dated September 7, 2021 or Amended PAGA letter dated December 23,  
28    2021, or that could have been alleged based on any matter or fact set forth therein, including,

1 without limitation, claims for unpaid, miscalculated or untimely payment of wages (including,  
 2 without limitation, regular wages, minimum wage, prevailing wages, overtime and double-time  
 3 wages), off-the-clock work, miscalculated or untimely payment of wages, inaccurate or legally  
 4 non-compliant wage statements, untimely payment of wages during employment and upon  
 5 termination thereof, failure to provide legally-compliant meal periods, failure to authorize and  
 6 permit legally-compliant rest periods, failure to provide suitable seating, failure to keep adequate  
 7 records, pre- and post-judgment interest, compensatory and statutory compensation, general  
 8 damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages  
 9 and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, statutory  
 10 or civil penalties, interest and/or attorneys' fees as a result thereof, including, but not limited to,  
 11 those arising under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6,  
 12 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1199,  
 13 and the applicable IWC Wage Order, as well as Labor Code section 2698, *et seq.*, California  
 14 Business & Professions Code section 17200 *et seq.*, and California Civil Code section 1021 against  
 15 the Released Parties as of the Effective Date of this Settlement Agreement (collectively, the  
 16 **"Released Class Claims"**). It is expressly understood and agreed that this release releases the  
 17 Staffing Agencies from liability, if any, with respect to the Settlement Class Members' Released  
 18 Class Claims.

19       **6.3 Releases By Aggrieved Employees.** Each Aggrieved Employee (including  
 20 Plaintiffs) and the LWDA (along with all persons purported to act on their behalf or purporting to  
 21 assert a claim under or through them, including, but not limited to, their spouses, dependents,  
 22 attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators,  
 23 transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest,  
 24 whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other  
 25 type or in any other capacity) (the **"Releasing Aggrieved Employee Parties"**) shall, effective  
 26 upon entry of the Order granting Final Approval of this Settlement by the Court, and except as to  
 27 such rights or claims as may be created by this Agreement, fully release and discharge the Released  
 28 Parties to the maximum extent permitted by law, from seeking civil penalties under California

1 Labor Code Section 2698 *et seq.*, with respect to any and all claims contained in or reasonably  
 2 arising out of the same set of operative facts in the Complaint, Amended Complaint, PAGA letter  
 3 dated September 7, 2021 or Amended PAGA letter dated December 23, 2021, or that could have  
 4 been alleged based on any matter or fact set forth therein, including, without limitation, claims  
 5 predicated on the failure to pay wages (including, without limitation, regular wages, minimum  
 6 wage, prevailing wages, overtime and double-time wages), off-the-clock work, miscalculated or  
 7 untimely payment of wages, inaccurate or legally non-compliant wage statements, untimely  
 8 payment of wages during employment and upon termination thereof, failure to provide legally-  
 9 compliant meal periods, failure to authorize and permit legally-compliant rest periods, failure to  
 10 provide suitable seating, failure to keep adequate records, interest and/or attorneys' fees as a result  
 11 thereof, including, but not limited to, those arising under California Labor Code sections 201,  
 12 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194,  
 13 1194.2, 1197, 1197.1, 1199, 1182.11 and the applicable IWC Wage Order during the PAGA Period  
 14 (collectively, the **"Released PAGA Claims"**). It is expressly understood and agreed that this  
 15 release releases the Staffing Agencies from liability, if any, with respect to the Aggrieved  
 16 Employees' Released PAGA Claims. The "Released Class Claims" and "Released PAGA Claims"  
 17 are jointly referred to as the **"Released Claims"**. The Releasing Class Parties and Releasing  
 18 Aggrieved Employee Parties are jointly referred to as the **"Releasing Parties"**.

19 **6.4 Section 1542 Release as to Released Claims Only:**

20 The above Released Claims provided by this Settlement Agreement include claims that  
 21 any Settlement Class Member does not know or suspect to exist in his or her favor against the  
 22 Released Parties, but only to the extent the claims not known or suspected to exist constitute  
 23 Released Claims. Each Class Member waives all rights and benefits afforded by section 1542 of  
 24 the California Civil Code and any other similar statute in another jurisdiction or forum that may  
 25 be applicable as it relates to the Released Claims and does so understanding the significance of  
 26 that waiver. Section 1542 of the California Civil Code provides:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
 28 **WHICH THE CREDITOR OR RELEASING PARTY DOES**

1                   **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
 2                   **FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
 3                   **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
 4                   **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
 5                   **WITH THE DEBTOR OR RELEASED PARTY.**

6                   The Parties acknowledge that they may later discover facts different from or in addition to  
 7 those they now know or believe to be true regarding the Released Claims, and in that event, they  
 8 agree that the release of Released Claims shall remain effective in all respects notwithstanding any  
 9 later discovery of any different or additional facts. The Parties assume any and all risk of any  
 10 mistake with regard to any facts now unknown to the Parties relating thereto.

11                   **6.5 No Violation of Labor Code § 206.5:**

12                   The Parties agree that they are entering into a stipulated settlement in a court action where  
 13 the principles of res judicata, merger or bar apply and operate to bar a new action. As such, the  
 14 Parties further agree that the execution of the above release constitutes an exception to, and does  
 15 not violate, Labor Code section 206.5, because there is a good-faith dispute as to whether any  
 16 wages are due at all to any Settlement Class Member or Aggrieved Employee. Each Settlement  
 17 Class Member and Aggrieved Employee is therefore also deemed to have acknowledged and  
 18 agreed that section 206.5 is not applicable to the parties. Section 206.5 provides in pertinent part  
 19 as follows:

20                   **AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION**  
 21                   **OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT**  
 22                   **OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN**  
 23                   **ADVANCE ON WAGES TO BE EARNED, UNLESS**  
 24                   **PAYMENT OF THOSE WAGES HAS BEEN MADE. A**  
 25                   **RELEASE REQUIRED OR EXECUTED IN VIOLATION OF**  
 26                   **THE PROVISIONS OF THIS SECTION SHALL BE NULL**  
 27                   **AND VOID AS BETWEEN THE EMPLOYER AND THE**  
 28                   **EMPLOYEE.**

29                   **6.6 No Other Actions.** Plaintiffs represent and warrant that, except for this Action,  
 30 they do not have any lawsuit, claim, charge, grievance or complaint (collectively, a “**Claim**”)  
 31 against the Released Parties pending in any forum, including without limitation, any local, state or  
 32 federal agency or court, that constitutes a Released Claim. Settlement Class Members and  
 33 Aggrieved Employees agree, to the extent permitted by law, that they will not, at any time on or

1 after the Effective Date, file any Claim against the Released Parties in any forum including without  
2 limitation, any local, state or federal agency or court, but only to the extent the Claim constitutes  
3 a Released Claim. Furthermore, in the event that Settlement Class Members/Aggrieved  
4 Employees may be permitted by law to file or be joined in any such Claim, they understand and  
5 agree that they may not recover any amount in judgment or otherwise in any such Claim as a result  
6 of their release of the Released Claims set forth herein and acceptance of the terms and conditions  
7 of this Settlement Agreement.

8       **6.7 Release of Fees and Costs for Settled Matters.** Class Counsel and Plaintiffs,  
9 on behalf of the Class and each individual Settlement Class Member and Aggrieved Employee,  
10 hereby irrevocably and unconditionally release, acquit and forever discharge any claim that they  
11 may have against Defendants for attorneys' fees or costs associated with Class Counsel's  
12 representation of Plaintiffs, the Class and Aggrieved Employees. Class Counsel further understand  
13 and agree that any award of attorneys' fees and costs approved by the Court will be the full, final  
14 and complete payment of all attorneys' fees and costs associated with Class Counsel's  
15 representation of these individuals. Except as otherwise provided in this Settlement Agreement,  
16 the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or  
17 otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof  
18 from any Party to this Settlement Agreement.

19       **6.8 No Other Liability.** The Settlement Agreement shall be in full settlement,  
20 compromise, release and discharge of the Released Claims and each of them, and the Released  
21 Parties shall have no further or other liability or obligation to any member of the Settlement Class.  
22 .any Aggrieved Employees or any other Releasing Party with respect to the Released Claims,  
23 except as expressly provided herein.

24       **6.9 No Assignment of Rights.** The Settlement Class Members and Aggrieved  
25 Employees warrant and represent that they have not assigned, transferred, or hypothecated, or  
26 purported to assign, transfer, or hypothecate to any person or entity any of the Released Claims  
27 or any rights, claims, or causes of action arising out of the Released Claims. This warranty and  
28 representation of non-assignment shall survive the execution of this Settlement Agreement and

1 the dismissal of the Action. No Individual Settlement Payment or Individual PAGA Payment  
2 shall be paid to any person or entity with respect to whom the Named Plaintiffs, Settlement Class  
3 Member and/or Aggrieved Employee have assigned, transferred, or hypothecated, or purported  
4 to assign, transfer, or hypothecate any of the Released Claims or any rights, claims, or causes of  
5 action arising out of, in connection with or related to the Released Claims.

6 **7. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT**

7 To the extent consistent with class action procedure, this Settlement Agreement shall be  
8 enforceable by this Court. This Court shall have and retain continuing jurisdiction over this Action  
9 and over all Parties and Settlement Class Members/Aggrieved Employees, to the fullest extent  
10 necessary or convenient to enforce and effectuate the terms and intent of this Settlement  
11 Agreement and all matters provided for herein, and to interpret it.

12 **8. MATERIAL TERMS AND VOIDING THE STIPULATION OF SETTLEMENT**

13 The release and waiver provisions of this Settlement Agreement are material terms. A  
14 failure of the Court to approve any material term of this Settlement Agreement shall render the  
15 entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of  
16 either Party. Additionally, if the Judgment is reversed or modified as to any material term or  
17 declared or rendered void as to any material term, then (1) at the option of either Party, this  
18 Settlement Agreement shall be considered null and void and (2) neither this Settlement Agreement  
19 nor any of the released negotiations or proceedings will be of any force or effect. The parties agree  
20 that Sections 3.3, 3.4, 3.5, 3.6 and 3.7 of this Settlement Agreement are severable from the  
21 remainder of the Settlement Agreement only in the sense that any reduction in amount by the Court  
22 of Class Counsel's attorneys' fees and costs, the Service Enhancements, the Settlement  
23 Administration expenses, or the PAGA Payment, or a change by the Court with respect to the tax  
24 treatment of the Individual Settlement Payments shall in no way affect the validity and effect of  
25 the remainder of this Settlement Agreement

26 **9. USE OF DEFENDANTS' CONFIDENTIAL INFORMATION.**

27 Class Counsel represent that they have received Defendants' confidential information  
28 during the course of discovery/information discovery in this Action. Plaintiffs and Class Counsel

1 agree not to disclose or use any information related to this Action for any purpose other than the  
2 settlement of this Action, including any information learned during this Action, the documents or  
3 discovery responses provided to Class Counsel by Defendants, and/or any information in those  
4 documents or responses, except for use of such confidential information to enforce this Settlement  
5 Agreement or any of its terms or provisions, or in the event Preliminary or Final Approval is not  
6 granted (to the extent the information is not protected by the mediation or settlement privilege).  
7 Furthermore, to the extent Plaintiffs or Class Counsel have any originals or copies of Defendants'  
8 documents, with the exception of documents directly relating to Plaintiffs' employment that were  
9 not obtained through this Action (e.g., pay stubs and letters), Plaintiffs and Class Counsel agree to  
10 destroy or to return such originals and copies of such documents to Defendants upon the Effective  
11 Date of the Settlement

12 **10. MUTUAL FULL COOPERATION**

13 The Parties agree to fully cooperate with each other to accomplish the terms of this  
14 Settlement Agreement, including but not limited to, execution of such documents and such other  
15 actions as may be reasonably necessary to implement the terms of this Settlement Agreement. The  
16 Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated  
17 by this Settlement Agreement and any other efforts that may be necessary by order of the Court,  
18 or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. The Parties  
19 shall take all necessary steps to secure the Court's final approval of this Settlement Agreement.

20 **11. REPRESENTATIONS**

21 The Parties represent and agree that they have been advised to discuss this Settlement  
22 Agreement with an attorney of their choosing, that they have carefully read and fully understand  
23 all provisions of this Settlement Agreement, that they are voluntarily entering into it and that they  
24 have the capacity to enter into this Settlement Agreement. Further, the Parties represent and  
25 acknowledge that, in executing this Settlement Agreement, they do not rely and have not relied  
26 upon any representation or statement not set forth herein made by any of the Parties or any of the  
27 Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this  
28 Settlement Agreement or otherwise.

1 **12. NO ADMISSIONS**

2 Nothing contained in this Settlement Agreement, nor the consummation of thereof, shall  
 3 constitute, be construed or deemed an admission by or on behalf of Defendants, or any of the other  
 4 Released Parties, of any form of liability, culpability, negligence or wrongdoing, or of the accuracy  
 5 of any allegation made by Plaintiff or his counsel. Each of the Parties hereto has entered into this  
 6 Settlement Agreement with the intention of avoiding further disputes and litigation with the  
 7 attendant inconvenience and expense. This Settlement Agreement is a settlement document and  
 8 shall, pursuant to California Evidence Code section 1152 and/or Rule 408 of the Federal Rules of  
 9 Evidence, be inadmissible in evidence in any proceeding, except an action or proceeding to  
 10 approve the Settlement and/or interpret this Agreement. The stipulation for class certification as  
 11 part of this Settlement Agreement is for settlement purposes only and if, for any reason the  
 12 Settlement is not approved, the stipulation will be of no force and effect. Defendants specifically  
 13 does not admit that this Action could or should be certified as a class action.

14 **13. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT**

15 The preliminary schedule for notice, approval, and payment procedures carrying out the  
 16 Settlement is as follows. The schedule may be modified depending on whether and when the Court  
 17 grants necessary approvals and orders notice to the Class, and sets further hearings. The schedule  
 18 may also be modified to correct clerical errors and to reflect the provisions in the Settlement  
 19 Agreement, as described above. In the event of such modification, the Parties shall cooperate in  
 20 order to complete the settlement procedures as expeditiously as reasonably practicable:

| Proposed Timing                                                              | Event                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Within fourteen (14) calendar days after entry of Preliminary Approval Order | Defendants to provide a Class List to the Settlement Administrator, in excel format, containing the following information: names of Class Members and Aggrieved Employees, most recent mailing addresses, most recent phone numbers, and social security numbers, as well as the Aggrieved Employees' pay periods during the PAGA Period and the Class Members' workweeks during the Class Period |

|    |                                                                                                                                    |                                                                                                                                                                                     |
|----|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Fourteen (14) calendar days after receipt of Class List                                                                            | Settlement Administrator to mail Settlement Notices to Class Members                                                                                                                |
| 2  | Five (5) calendar days after each Notice is returned as undeliverable                                                              | Settlement Administrator to complete trace/search efforts and send a follow up mailing of the Notice                                                                                |
| 3  | Forty-Five (45) calendar days after the Settlement Administrator postmarks the Notice Packets to Class Members/Aggrieved Employees | Deadline for Class Members/Aggrieved Employees to raise any challenges to the workweek calculations by contacting the Settlement Administrator and submitting relevant information  |
| 4  | Forty-five (45) calendar days after the date the Settlement Administrator postmarks the Notice to Class Members                    | Deadline by which Class Members must submit written objections or Requests for Exclusion                                                                                            |
| 5  | File Final Approval Motion                                                                                                         | No less than 28 days before the Final Approval Hearing                                                                                                                              |
| 6  | Final Approval Hearing                                                                                                             | Not earlier than one-hundred (100) calendar days after the date the Motion for Preliminary Approval is granted by the Court                                                         |
| 7  | Within fourteen (14) calendar days after the Effective Date                                                                        | Defendants to deposit with the Settlement Administrator the Gross Settlement Amount                                                                                                 |
| 8  | Within five (5) days after Defendants deposit the Gross Settlement Amount                                                          | Settlement Administrator to distribute the Service Enhancements, attorneys' fees and costs, the portion of the PAGA Payment to the LWDA, and the Settlement Administration expenses |
| 9  | Within fifteen (15) days after Defendants deposit the Gross Settlement Amount deposit the Gross Settlement deposit                 | Settlement Administrator to distribute the Individual Settlement Amounts to the Settlement Class Members and the Individual PAGA Payments to the Aggrieved Employees                |
| 10 | One Hundred Eighty (180) calendar days from the date on which the Individual Settlement                                            | Deadline for Settlement Class Members to Negotiate Individual Settlement Payment and Individual PAGA Payment checks                                                                 |

1     **14.     GENERAL PROVISIONS**

2             **14.1     Parties' Authority.** The signatories hereto warrant and represent that they are fully  
3 authorized to enter into this Settlement Agreement and to bind the Parties hereto to the terms and  
4 conditions hereof. Class Counsel and Defendants' Counsel warrant and represent that they are  
5 authorized to take all appropriate action required or permitted to be taken by the Parties pursuant  
6 to this Settlement Agreement to effectuate its terms, and to execute any other documents required  
7 to effectuate the terms of this Settlement Agreement, except for any documents, including but not  
8 limited to this Settlement Agreement, that are required to be executed by the Parties.

9             **14.2     Entire Agreement.** This Settlement Agreement constitutes the entire agreement  
10 between the Parties relating to the settlement of this Action, and no representations, warranties or  
11 inducements have been made to any party concerning this Settlement Agreement other than the  
12 representatives, warranties and covenants contained and memorialized in this Settlement  
13 Agreement.

14            **14.3     Modification Only In Writing.** This Settlement Agreement may be amended or  
15 modified only by written instrument signed by all Parties (or their successors in interest) and  
16 Defendants' Counsel and Class Counsel.

17            **14.4     Binding on Successors.** This Settlement Agreement shall be binding upon, and  
18 shall inure to the benefit of, the Parties hereto and their respective heirs, trustees, executors,  
19 administrators, successors and assigns.

20            **14.5     No Prior Assignments.** The Parties hereto represent, covenant, and warrant that  
21 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
22 transfer, or encumber to or in favor of any person or entity any portion of any liability, claim,  
23 demand, cause of action or rights herein released or discharged except as set forth herein.

24            **14.6     Governing Law.** All terms of this Settlement Agreement shall be governed by and  
25 interpreted according to the laws of the State of California, without giving effect to conflicts of  
26 laws principles.

27            **14.7     Notices.** Unless otherwise specifically provided herein, all notices, demands or  
28 other communications given hereunder shall be in writing and shall be deemed to have been duly

given as of the third (3<sup>rd</sup>) business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class/Aggrieved Employees:

HAYES PAWLENKO LLP  
 MATTHEW B. HAYES  
*mhayes@helpcounsel.com*  
 KYE D. PAWLENKO  
*kpawlenko@helpcounsel.com*  
 1414 Fair Oaks Avenue, Suite 2B  
 South Pasadena, California 91030  
 Telephone: 626.808.4357  
 Facsimile: 626.921.4932

To Defendants

MAYER BROWN LLP  
 RUTH ZADIKANY  
*rzadikany@mayerbrown.com*  
 C. MITCHELL HENDY  
*mhendy@mayerbrown.com*  
 350 South Grand Avenue, 25<sup>th</sup> Floor  
 Los Angeles, California 90071-1503  
 Tel: (213) 229-9500  
 Fax: (213) 625-0248

**14.8 Press Releases.** The Parties and their respective counsel shall not issue any press release or media release or have any communication with the press or media regarding this Settlement Agreement except as mutually agreed upon or as required by law or for accounting or legal purposes. This provision shall not apply to press or media releases related to securities filings and notices.

**14.9 Headings for Convenience Only.** The headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only and shall not be considered in interpreting this Settlement Agreement.

**14.10 Construction of This Settlement Agreement.** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

1           **14.11 Effect of Provisions.** Each term of this Settlement Agreement is contractual and  
2 is not merely a recital.

3           **14.12 Deadlines.** Without further order of the Court, the Parties hereto may agree in  
4 writing to reasonable extensions of time to carry out any of the provisions of the Settlement. In  
5 addition, to the extent that any deadline set forth in this Settlement Agreement falls on a Saturday,  
6 Sunday, or legal holiday, that deadline shall be continued until the following business day.

7           **14.13 Counterparts and Fax Signatures.** This Settlement Agreement may be executed  
8 in one or more counterparts. All executed counterparts and each of them shall be deemed to be  
9 one and the same instrument, provided that counsel for the Parties shall exchange original signed  
10 counterparts. A fax signature on this Settlement Agreement shall be as valid as an original  
11 signature.

12           **14.14 Signatures of All Settlement Class Members and Aggrieved Employees**  
13 **Unnecessary.** It is agreed that because the Settlement Class Members and Aggrieved Employees  
14 are numerous, it is impractical to have each Settlement Class Member and Aggrieved Employee  
15 execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding  
16 nature of the release provided herein, and such shall have the same force and effect as if this  
17 Settlement Agreement were executed by each Settlement Class Member.

18           **14.15 Entity Signatories.** Any person executing this Settlement Agreement or any  
19 related document on behalf of a signatory that is a corporation, entity or organization hereby  
20 warrants and promises for the benefit of all Parties hereto that he or she has been duly authorized  
21 by such corporation, entity or organization to execute this Settlement Agreement on behalf of such  
22 corporation, entity or organization.

1 IT IS SO AGREED:

2 PLAINTIFFS

3 DATED: \_\_\_\_\_

4 Nelson Goris

5 DATED: 2/18/2022

Melissa A Vaz  
Melissa A Vaz (Feb 18, 2022 4:20 EST)

Melissa Vaz

7 CALIBURN INTERNATIONAL, LLC

9 DATED: \_\_\_\_\_

10 By: \_\_\_\_\_

11 Title: \_\_\_\_\_

12 COMPREHENSIVE HEALTH SERVICES, LLC

13 DATED: \_\_\_\_\_

14 By: \_\_\_\_\_

15 Title: \_\_\_\_\_

17 **Approved Only As To Form By Class Counsel:**

18 DATED: \_\_\_\_\_

HAYES PAWLENKO LLP

20 By: \_\_\_\_\_

21 Kye Pawlenko  
22 Attorneys for Plaintiffs  
Nelson Goris and Melissa Vaz

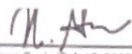
23 **Approved Only As To Form by Defendants' Counsel**

24 DATED: \_\_\_\_\_

MAYER BROWN LLP

26 By: \_\_\_\_\_

27 Ruth Zadikany  
Attorneys for Defendants  
Caliburn International, LLC  
28 Comprehensive Health Services, LLC

Signature:   
Nelson Goris (Feb 18, 2022 17:12 EST)

Email: nelsongoris@outlook.com

1 IT IS SO AGREED:

2

3 DATED: Feb 18, 2022

4

5 DATED: \_\_\_\_\_

6

7

8

9 DATED: 3/01/22

10

11

12

13 DATED: 3/01/22

14

15

16

17 Approved Only As To Form By Class Counsel:

18 DATED: February 18, 2022

19

20

21

22

23

24 Approved Only As To Form by Defendants' Counsel

25 DATED: 3/01/22

26

27

28

PLAINTIFFS

Nelson Goris

Nelson Goris

Melissa Vaz

CALIBURN INTERNATIONAL, LLC



By: Kelly McIntyre

Title: Senior Counsel

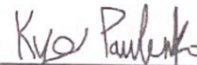
COMPREHENSIVE HEALTH SERVICES, LLC



By: Kelly McIntyre

Title: Senior Counsel

HAYES PAWLENKO LLP

By: 

Kye Pawlenko  
 Attorneys for Plaintiffs  
 Nelson Goris and Melissa Vaz

MAYER BROWN LLP

By: 

Ruth Zadikany  
 Attorneys for Defendants  
 Caliburn International, LLC  
 Comprehensive Health Services, LLC

- 40 -

# EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION  
LAWSUIT AND FINAL APPROVAL**

**IMPORTANT**

***You are not being sued. Please read this Notice carefully. Your rights may be affected.  
You may be entitled to money from this Settlement.***

**United States District Court for the Central District of California  
*Nelson Goris, et al. v. Caliburn International, LLC, et al.*  
Case Number 2:21-cv-6178-GW-E**

**EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AT THE OFFICE OF REFUGEE RESETTLEMENT'S EMERGENCY INTAKE SITE AT THE LONG BEACH (CALIFORNIA) CONVENTION CENTER BY COMPREHENSIVE HEALTH SERVICES, LLC OR ONE OF THE STAFFING AGENCIES WITH WHOM IT CONTRACTED AS A NONEXEMPT EMPLOYEE BETWEEN JUNE 29, 2017 AND [INSERT DATE], AND MAY BE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT CLASS.**

**INTRODUCTION**

This Notice is to inform you of a proposed settlement (the "Settlement") of the alleged class action lawsuit entitled *Nelson Goris et al. v. Caliburn International, LLC, et al.* (Case No. 2:21-cv-6178-GW-E), that is currently pending in the United States District Court for the Central District of California (the "Action"). The Action was filed by Plaintiff Nelson Goris, who was later joined by Melissa Vaz (jointly, the "Plaintiffs") against defendants Caliburn International, LLC and Comprehensive Health Services, LLC ("Defendants") on behalf of all nonexempt employees in California between June 29, 2017 and [INSERT DATE], 2022 who worked for Defendants directly or who worked for a staffing agency that contracted with Defendants.

A hearing was held on [INSERT DATE] in the United States Court for the Central District of California, at which the Honorable George H. Wu, United States District Court Judge, preliminarily approved the settlement of this Action and instructed that you receive this Notice. You have received this Notice because Defendants' records show that you worked directly for Defendants or worked for a staffing agency that contracted with Defendants as a nonexempt employee in California at some point between June 29, 2017 and [INSERT DATE], 2022 (the "Class Period"). Your rights may be affected by this Settlement.

The Court will hold a Final Approval Hearing about the proposed settlement on [INSERT DATE] at 8:30 a.m., in the courtroom of George H. Wu, Courtroom 9D of the District Court for the Central District of California, located at 350 West 1st Street, Los Angeles, CA, 90012, 9th Floor. The Court must approve the terms of the settlement described below as fair and reasonable to Class Members, and the Plaintiffs will ask it to do so at that hearing. The Settlement will affect all Class Members. You may get money from the Settlement as described below. The date of the Final Approval Hearing may change without notice, so please check the Court's website or contact the Settlement Administrator to confirm the correct hearing date.

Based on Defendants' records, and the formula that has been preliminarily approved by the Court, **your estimated cash payment with respect to the settlement of your class claims from this Settlement is \$ [REDACTED], which is subject to applicable state and federal tax and other withholdings and your estimated cash payment with respect to the settlement of your claims under the California Private Attorneys General Act from this Settlement is \$ [REDACTED]. You should consult with your financial advisor and/or tax professional.**

| <b>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PARTICIPATE</b>                                                    | To receive a cash payment from the Settlement, <u>you do not need to do anything</u> . If you do nothing, you will receive a cash payment from the Settlement. You will also give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this Action, and will release all such claims.                                                                 |
| <b>SUBMIT A WORKWEEK COUNT DISPUTE</b>                                | Dispute the number of workweeks listed in this Notice by contacting the Settlement Administrator and providing documentation by no later than <b>[INSERT DATE]</b> . Receive an Individual Settlement Payment once the dispute is resolved and give up any right to sue for Released Claims.                                                                                                              |
| <b>EXCLUDE YOURSELF</b>                                               | The only way for you to be part of any other lawsuit against Defendants involving the same or similar legal claims as the class claims in this case is to submit a Request for Exclusion to the Settlement Administrator postmarked no later than <b>[INSERT DATE]</b> . People who choose to exclude themselves are “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below. |
| <b>OBJECT</b>                                                         | If you want to object to the Settlement of the class claims, you should file a written Objection with the Court and mail the Objection to the Settlement Administrator postmarked no later than <b>[INSERT DATE]</b> .                                                                                                                                                                                    |

## 1. What Is This Case About?

This Action was filed in the Los Angeles Superior Court by Plaintiff Nelson Goris on June 29, 2021 against Caliburn International, LLC and Comprehensive Health Services, LLC. The case was moved to the United States District Court for the Central District of California. On February 28, 2022 an amended complaint was filed by Plaintiff Nelson Goris and by additional Plaintiff Melissa Vaz. The amended complaint in the Action alleges claims for: (1) failure to pay minimum, regular and/or prevailing wages in violation of Labor Code § 1197 and IWC Wage Order 4; (2) failure to accurately calculate and/or pay overtime wages in violation of Labor Code § 510 and IWC Wage Order 4; (3) failure to provide meal periods required by law in violation of Labor Code § 512; (4) failure to authorize and permit rest periods required by law in violation of Labor Code § 226.7 and IWC Wage Order 4; (5) failure to pay premium pay in lieu of non-compliant meal and/or rest periods in violation of Labor Code § 226.7; (6) failure to timely pay wages upon termination of employment in violation of Labor Code §§ 201-203; (7) failure to provide accurate, itemized wage statements in violation of Labor Code § 226; (8) failure to provide suitable seating in violation of IWC Wage Order 4; (9) violations of California Business and Professions Code section 17200 as a result of the above-referenced violations; and (10) representative action for penalties under the Labor Code Private Attorneys General Act based on violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, and the applicable IWC Wage Order.

Plaintiffs sought to represent a class of all non-exempt employees who had been employed by Defendants (directly or indirectly through any staffing agency with which Defendants contracted) in the State of California from four (4) years prior to the filing of the Action through the preliminary approval date (the “Class Members”). On behalf of themselves and the proposed Class, Plaintiffs sought equitable relief, damages, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action and state that they have complied with the laws under which they have been sued at all times. There has been no finding in the Action that Defendants did anything wrong, and by settling, Defendants do not admit that it has any liability for the Plaintiffs’ or Class Members’ claims.

**2. Who Are The Attorneys Representing The Named Plaintiffs?**

**HAYES PAWLENKO LLP**  
MATTHEW B. HAYES (SBN 220639)  
*mhayes@helpcounsel.com*  
KYE D. PAWLENKO (SBN 221475)  
*kpawlenko@helpcounsel.com*  
1414 Fair Oaks Avenue, Suite 2B  
South Pasadena, California 91030  
Telephone: 626.808.4357  
Facsimile: 626.921.4932

If you have any questions regarding this Notice or the proposed Settlement, please contact counsel for the Plaintiffs and Class listed above.

**3. What Are My Rights?**

If you fit the description of a Class Member, you have three options. Each option has its own consequences, which you should make sure you understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are as follows:

**A. Option One: Participate In the Settlement as a Class Member and Receive Money**

To participate in the Settlement, **YOU DO NOT NEED TO DO ANYTHING**. Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent you and all other Class Members. However, you do have the right to consult with your own attorney. The settlement administrator that has been hired to administer this settlement, CPT Group (the “Settlement Administrator”), will send you a check at a later date.

**B. Option Two: You Can Exclude Yourself (“Opt Out”) from Settlement of the Class Claims.**

If you **do not** want to be part of this Settlement as to the class claims (the “Class Claims”), you must submit a written request, referred to as a “Request for Exclusion,” to the Settlement Administrator to be excluded from the Settlement of the Class Claims. The written request must state your name, the last four digits of your Social Security Number or Tax ID Number, address, and telephone number. It must also contain words that clearly describe your intention to opt out of the Settlement, such as: “I elect to exclude myself from settlement of the Class Claims in the *Goris* litigation” in order to be valid. The Request for Exclusion must be signed by you. No Request for Exclusion may be made on behalf of an individual or group of Class Members. Any Class Member who requests to be excluded from this Settlement will **not** receive a settlement payment for the Class Claims and will not be bound by the terms of the Settlement as to the Class Claims or have any right to object, appeal or comment on the Settlement of the class claims.

The Request for Exclusion must be sent by mail to the Settlement Administrator at the following address **[INSERT ADDRESS]** and must be postmarked by **[INSERT DATE]**. The Judgment following approval of the settlement by the Court will bind all Class Members who do not request exclusion from the Settlement.

**C. Option Three: You May Object to the Settlement of the Class Claims.**

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

**If you wish to object to the Settlement**, please send to the Settlement Administrator a written statement objecting to the Settlement of the Class Claims, the proposed Class, or any portion of the Settlement that sets forth the specific grounds for your objection. All written objections and supporting papers must clearly identify the case name and number (*Nelson Goris et al. v. Caliburn International, LLC*, Case Number 2:21-cv-6178-GW-E) and be postmarked on or before **[DEADLINE]**. In order to object to the Settlement, you may not exclude yourself.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. The date of the Final Approval Hearing may change without notice, so please check the Court's website or contact the claims administrator to ensure the correct hearing date.

**4. How Does this Settlement Affect My Rights?**

Unless you file a Request for Exclusion, you will be giving up your right (if any) to pursue all claims arising out of or related to the claims that were made in this Lawsuit. That is because the release (which is contained in the settlement agreement that has been filed with the Court and releases those claims as to anyone who does not file a Request for Exclusion) states:

Plaintiffs and each Settlement Class Member (along with all persons purported to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity) (the "Releasing Class Parties") shall, effective upon entry of the Final Approval Order of this Settlement by the Court, and except as to such rights or claims as may be created by this Settlement Agreement, fully release and discharge Defendants, the Staffing Agencies, and their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies, as well as their respective current, former and future officers, directors, members, managing members, directors, agents, trustees, shareholders, assigns, beneficiaries, representatives, employees, managers, accountants, owners, investors, partners, insurers, and attorneys, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Action based on the facts alleged, and each of them, both in their individual and representative capacities (collectively, the "Released Parties") to the maximum extent permitted by law, from any and all claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, actions and causes of action of every nature and description, whether known or unknown, actual or potential, contained in or

reasonably arising out of the same set of operative facts in the Complaint, Amended Complaint, PAGA letter dated September 7, 2021 or Amended PAGA letter dated December 23, 2021, or that could have been alleged based on any matter or fact set forth therein, including, without limitation, claims for unpaid, miscalculated or untimely payment of wages (including, without limitation, regular wages, minimum wage, prevailing wages, overtime and double-time wages), off-the-clock work, miscalculated or untimely payment of wages, inaccurate or legally non-compliant wage statements, untimely payment of wages during employment and upon termination thereof, failure to provide legally-compliant meal periods, failure to authorize and permit legally-compliant rest periods, failure to provide suitable seating, failure to keep adequate records, pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, statutory or civil penalties, interest and/or attorneys' fees as a result thereof, including, but not limited to, those arising under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1199, and the applicable IWC Wage Order, as well as Labor Code section 2698, *et seq.*, California Business & Professions Code section 17200 *et seq.*, and California Civil Code section 1021 against the Released Parties as of the Effective Date of this Settlement Agreement (collectively, the "Released Class Claims"). It is expressly understood and agreed that this release releases the Staffing Agencies from liability, if any, with respect to the Settlement Class Members' Released Class Claims.

Each Aggrieved Employee (including Plaintiffs) and the LWDA (along with all persons purported to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity) (the "Releasing Aggrieved Employee Parties") shall, effective upon entry of the Order granting Final Approval of this Settlement by the Court, and except as to such rights or claims as may be created by this Agreement, fully release and discharge the Released Parties to the maximum extent permitted by law, from seeking civil penalties under California Labor Code Section 2698 *et seq.*, with respect to any and all claims contained in or reasonably arising out of the same set of operative facts in the Complaint, Amended Complaint, PAGA letter dated September 7, 2021 or Amended PAGA letter dated December 23, 2021, or that could have been alleged based on any matter or fact set forth therein, including, without limitation, claims predicated on the failure to pay wages (including, without limitation, regular wages, minimum wage, prevailing wages, overtime and double-time wages), off-the-clock work, miscalculated or untimely payment of wages, inaccurate or legally non-compliant wage statements, untimely payment of wages during employment and upon termination thereof, failure to provide legally-compliant meal periods, failure to authorize and permit legally-compliant rest periods, failure to provide suitable seating, failure to keep adequate records, interest and/or attorneys' fees as a result thereof, including, but not limited to, those arising under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, 1182.11 and the applicable IWC Wage Order during the PAGA Period (collectively, the "Released PAGA Claims"). It is expressly understood and agreed that this release releases the Staffing Agencies from liability, if any, with respect to the Aggrieved Employees' Released PAGA Claims. "Aggrieved Employees" means all non-exempt hourly employees who were employed

by Defendants, directly or indirectly through a Staffing Agency, at any location in the State of California, other than a federal enclave, at any time during the period from September 7, 2020 through the Preliminary Approval Date. The Releasing Class Parties and Releasing Aggrieved Employee Parties are jointly referred to as the “Releasing Parties”.

## 5. How Much Can I Expect To Receive?

Defendants have agreed to pay a total of \$560,000.00 to settle the Action (the “Gross Settlement Amount”). Deductions from this amount may be taken to pay: (1) the costs of administering the settlement up to \$140,000.00; (2) the State of California Labor and Workforce Development Agency (“LWDA”) for penalties in connection with the Private Attorney General Act (“PAGA”) claims in the amount of \$131,250.00; (3) the Aggrieved Employees for penalties in connection with the PAGA claims in the amount of \$43,750 (4) service awards approved by the Court to each of the two (2) Plaintiffs of up to \$2,500.00 each (\$5,000.00 total); (5) Class Counsel’s attorneys’ fees approved by the Court up to \$140,000.00; (6) Class Counsel’s costs and expenses approved by the Court of up to \$12,000.00; and (7) any legally required employer’s-side payroll taxes for each Class Member’s Individual Settlement Payment.

Approximately \$ [REDACTED] of the Gross Settlement Amount will be allocated to pay the Class Members’ Individual Settlement Payments to be distributed to Settlement Class Members (the “Class Settlement Payment”). These Individual Settlement Payments will represent payment for any, *inter alia*, unpaid wages, penalties of any kind (except for penalties under PAGA), interest, fees for legal and other professional services, and expenses due or claimed to be due at any time during the Class Period, by all members of the Class. Each Class Member will be allocated a pro rata amount of the Net Settlement Amount based on the number of workweeks he or she worked as a nonexempt employee for Defendants or for a staffing agency that contracted with Defendants in California during the Class Period. In addition, approximately \$43,750 of the Gross Settlement Amount will be allocated to pay Aggrieved Employees’ settlement payments to be distributed to Aggrieved Employees (the “PAGA Payment”), which payments will represent payment for penalties under PAGA. Each Aggrieved Employee will be allocated a pro rata amount of the PAGA Payment based on the number of workweeks he or she worked as a nonexempt employee for Defendants or for a staffing agency that contracted with Defendants in California during the PAGA Period.

Any settlement checks issued to Settlement Class Members must be cashed within 180 days of issuance. Any undelivered or uncashed settlement checks will be Sent to the State of California Controller’s Office of Unclaimed Funds.

**Defendants’ records indicate that you worked for Defendants (directly or indirectly through a staffing agency) as a nonexempt employee in California for a total of [INSERT WEEKS] weeks during the Class Period. Based on these records, your estimated Individual Settlement Payment is [INSERT AMOUNT] and your estimated Individual PAGA Payment is [INSERT AMOUNT].**

**If you dispute the number of workweeks stated above, you must contact the Settlement Administrator with details of your dispute and provide documentary evidence (for example, W-2s or paystubs) not later than [INSERT DATE]. Defendants’ records will control unless you are able to provide documentation to the Settlement Administrator that establishes otherwise and that Defendants’ records are mistaken.**

**NOTE:** It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Individual Settlement Payment. If you fail to keep your address current,

you may not receive your settlement payments.

**6. How Will The Attorneys For The Class and the Class Representatives Be Paid?**

The attorneys for the Plaintiffs and the Class will be paid from the Gross Settlement Amount. The actual amount awarded will be determined by the Court, but will not exceed \$152,000.00 for attorneys' fees and litigation costs. Additionally, Plaintiffs Goris and Vaz will seek reimbursement for their services as Class Representatives in an amount not to exceed \$2,500.00 each.

You will not have to pay the attorneys who represented the Class Members in this Lawsuit or the Settlement Administrator separately. The Court will consider Class Counsel's request for fees and costs on the same day as the Final Approval Hearing, at \_\_\_\_m. on [INSERT DATE], 2022.

**7. Whom Can I Contact If I have Further Questions?**

The Court-appointed Administrator for this Class Action Settlement is as follows:

**[Insert Contact Information]**

If you have any questions regarding this Notice or proposed Settlement, you may also contact Class Counsel above.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may contact Class Counsel at the contact information above, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Central District of California, 255 East Temple Street, Suite TS-134 Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**