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Attorneys for Plaintiff John Jadelrab on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN MATEO**

JOHN JADELARAB, on behalf of himself and all  
“aggrieved employees” pursuant to Labor Code §  
2698 *et seq.*,

Plaintiffs,

v.

CCFI, LLC, a Delaware limited liability  
company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 22-CIV-00064

*Assigned to the Hon. Marie S. Weiner, Dept. 2*

**[PROPOSED] ORDER AND JUDGMENT  
APPROVING SETTLEMENT OF CLAIMS  
BROUGHT PURSUANT TO THE  
PRIVATE ATTORNEYS GENERAL ACT  
OF 2004, AWARDING ATTORNEYS’  
FEES, COSTS, SERVICE AWARD, AND  
REIMBURSEMENT OF SETTLEMENT  
ADMINISTRATION EXPENSES**

**Date: January 31, 2023**

**Time: 2:00 PM**

**Dept.: 2**

*Complaint Filed: January 6, 2022*

*Trial Date: None*

Plaintiff John Jadelrab's ("Plaintiff") Motion for an Order and Judgment: (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"); (2) appointing Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator and approving payment of its fees not to exceed \$11,000 from the Gross Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs from the Gross Settlement Amount not to exceed \$138,350.63 to Counsel for Plaintiff; (5) directing a Service Award from the Gross Settlement Amount in the amount of \$10,000 to Plaintiff; and (6) entering Judgment consistent with the Settlement Agreement came on for hearing before this Court in Department 2, the Honorable Marie S. Weiner presiding, on January 31, 2023. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the Parties' papers and oral argument, and good cause appearing,

**THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement, which is attached hereto as Exhibit 1.

2. This Court has jurisdiction over the claims of the PAGA Members and the State of California asserted in this proceeding and over all parties to the Action.

3. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that the Gross Settlement Amount of \$385,000 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

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1           4.       The Court has considered the authorities and evidence presented by Plaintiff and  
2 based thereon hereby approves the following awards and deductions from the Gross Settlement  
3 Amount:

4                   a.       To Plaintiff's Counsel, Gaines & Gaines, APLC, an award of \$128,334 in  
5 attorneys' fees and \$10,016.63 in reimbursement of litigation costs. The Court finds that  
6 these amounts are fair and reasonable and commensurate with applicable California law.

7                   b.       To Plaintiff John Jadelrab, a Service Award of \$10,000. The Court finds  
8 that both the time and effort that Plaintiff spent on behalf of other PAGA Members and the  
9 State, together with his broad release of all claims, justifies this payment.

10                  c.       To Phoenix Settlement Administrators, the settlement administrator, a  
11 payment of up to \$11,000 to administer the Settlement through its conclusion, including  
12 disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

13           5.       The amount remaining of the Gross Settlement Amount following these deductions  
14 is the Net Settlement Amount of approximately \$225,649.37. The Net Settlement Amount shall be  
15 distributed 75% to the Labor and Workforce Development Agency and 25% to the PAGA  
16 Members.

17           6.       The Court finds that the Settlement has been provided to the LWDA as required by  
18 PAGA and Labor Code section 2699, subdivision (1)(2), in particular.

19           7.       Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the  
20 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

21           8.       Judgment is hereby entered consistent with the Settlement Agreement. The Court  
22 retains jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i)  
23 enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and  
24 (iii) addressing such post-Judgment matters as are permitted by law.

25 **IT IS SO ORDERED.**

26 Dated: \_\_\_\_\_

27 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 1**

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff John Jadelrab (“Plaintiff”) and Defendant CCFI, LLC (“CCFI”). The Agreement refers to Plaintiff and CCFI collectively as the “Parties,” or individually as “Party.”

### **DEFINITIONS**

1. “Action” means the Complaint, *Jadelrab v. CCFI, LLC*, (Case No. 22-CIV-00064) (Superior Court of California, County of San Mateo) that was filed on January 6, 2022, and the related PAGA Letter filed on October 28, 2021.
2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
4. “Complaint” means the Complaint, *Jadelrab v. CCFI, LLC*, (Case No. 22-CIV-00064) (Superior Court of California, County of San Mateo) that was filed by the Plaintiff on January 6, 2022.
5. “Court” means the Superior Court of California, County of San Mateo.
6. “Defendant” means CCFI, LLC.
7. “Defense Counsel” means Ogletree Deakins.
8. “Effective Date” of this Agreement means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA settlement, and (b) the Court's Judgment is Final. Final shall mean the latest of: (i) if no objections are made to the Settlement, the date the Court enters the Judgment; (ii) if an objection is made to the Settlement, and if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; (iii) if an objection is made to the Settlement, and if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iv) if an objection is made to the Settlement, and if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

9. “Gross Settlement Amount” means \$385,000 which is the total amount CCFI agrees to pay under the Settlement except as provided in the “Modification of the Gross Settlement Amount” section herein. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administrator’s Expenses Payment. The Parties agree to allocate 100% of the Gross Settlement Amount to civil penalties, attorneys’ fees, and costs and thus not to wages.
10. The “Hernandez Action” case is the prior PAGA action filed against CCFI, LLC, that was entitled *Alfonso Hernandez v. CCFI, LLC*, Case No. 19STCV08383, Superior Court, County of Los Angeles. The Hernandez Action involved the same claims asserted in this Action, and was settled for all non-exempt manager employees in California who were employed at any time from January 6, 2018 until March 8, 2021 and who held the job titles of senior store manager, store manager, and assistant store manager. All pay periods settled in the Hernandez Action are excluded from this Action.
11. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Fund calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.
12. “Judgment” means the judgment entered by the Court approving this Settlement.
13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
14. “LWDA PAGA Payment” means the 75% of the PAGA Fund paid to the LWDA under Labor Code section 2699, subd. (i).
15. “Net Settlement Amount” or “PAGA Fund” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the Service Award, (b) the PAGA Counsel Fees Payment, (c) the PAGA Counsel Litigation Expenses Payment, and (d) the Administration Expenses Payment. The remaining Net Settlement Amount is the PAGA Fund, which is allocated 75% to the LWDA PAGA Payment and 25% to the PAGA Members as Individual PAGA Payments.
16. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

17. "PAGA Counsel" means Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, the attorneys representing the Plaintiff in the Action.
18. "PAGA Counsel Fees Payment" is the amount allocated to PAGA Counsel for payment of reasonable attorneys' fees incurred to prosecute the Action.
19. "PAGA Counsel Litigation Expenses Payment" is the amount that the Court approves to be paid to PAGA Counsel for their reasonable, documented expenses subject to proof of costs by PAGA Counsel.
20. "PAGA Members" means all current and former non-exempt employees of the CCFI employed in California during the PAGA Period, but excluding employees classified as senior store managers, store managers, and assistant store managers who ended their employment before March 8, 2021.
21. "PAGA Member Data" means PAGA Member identifying information in CCFI's possession, including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods that apply to each PAGA Member within the PAGA Period.
22. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.
23. "PAGA Notice" mean the PAGA Notice filed with the LWDA on October 28, 2021 providing notice pursuant to Labor Code section 2699.3, subd.(a).
24. "PAGA Period" means from October 28, 2020 to the earlier of (i) the date that the Court grants approval of the Settlement, or (ii) January 15, 2023.
25. "Pay Period" means the regular periods of time within the PAGA Period when PAGA Members received their regular pay checks for any amount of work performed for CCFI during the pay period, but excluding pay periods worked by senior store managers, store managers, and assistant store managers between October 28, 2020 and March 8, 2021.
26. "Plaintiff" means the named Plaintiff in this Action, John Jadelrab.
27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in the "Released PAGA Claims" section below.

28. “Released Parties” means the Defendant, CCFI, LLC, and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents, subsidiaries, affiliates, divisions, predecessors, assigns, and successors, including its successor CCFI Companies, LLC.
29. “Service Award” is the amount from the Gross Settlement Amount that the Court approves to be paid to the individual Plaintiff Jadelrab in exchange for a general release of claims against the Released Parties (as defined herein), including a release of unknown claims under Civil Code section 1542.
30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## **RECITALS**

31. On October 17, 2022, the Parties participated in a mediation that resulted in this Agreement to settle the Action.
32. Prior to the mediation, CCFI provided the Plaintiff a random sample of timekeeping and payroll data of the PAGA Members, as well as the documents reflecting CCFI’s policies and practices related to Plaintiff’s allegations in the Complaint and in the PAGA Notice.
33. The Parties, PAGA Counsel, and Defense Counsel all represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
34. On October 28, 2021, Plaintiff John Jadelrab filed his PAGA Notice with the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
35. On January 6, 2022, Plaintiff filed his Complaint, *Jadelrab v. CCFI, LLC*, (Case No. 22-CIV-00064) (Superior Court of California, County of San Mateo).
36. CCFI denies Plaintiff’s allegations, including his allegations in the PAGA Notice and in the Complaint. CCFI denies any failure to comply with the Labor Code identified in the Notice and in the Complaint, and denies any and all liability for the claims alleged.

## **MONETARY TERMS**

37. Gross Settlement Amount. Except as otherwise provided in the “Modification to Gross Settlement Amount” section herein, CCFI promises to pay three-hundred eighty-five thousand dollars (\$385,000), and no more, as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to CCFI.
38. Modification to Gross Settlement Amount. At the mediation, Defense Counsel represented that the amount of total Pay Periods for the period between October 28, 2020 and August 26, 2022 (the “Relevant Period”) is 18,952, which does not include the pay periods that were already covered by the prior PAGA settlement in the Hernandez Action. If the actual pay periods during the Relevant Period are validated by the Settlement Administrator to be more than 10% higher (more than 20,847 Pay Periods) then the Parties agree that the Gross Settlement Amount shall increase by \$20.31 for every Pay Period that is more than 20,847. For example, if the actual number of Pay Periods is 20,850, then the Gross Settlement Amount will increase by \$60.93.
39. Payments to PAGA Counsel from the Gross Settlement Amount. If approved by the Court, the Administrator will make the following payments to PAGA Counsel from the Gross Settlement Amount: (a) the PAGA Counsel Fees Payment not more than \$128,334, and (b) the PAGA Counsel Litigation Expenses Payment of not more than \$12,000. CCFI will not oppose requests by PAGA Counsel for Court approval of these payments. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment that is less than the amounts requested, the Administrator will allocate the remainder to the PAGA Fund. Released Parties shall have no liability to PAGA Counsel or to any other Plaintiff’s Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds harmless and indemnifies CCFI from any dispute or controversy regarding any division or sharing of any of these Payments. PAGA Counsel may not withdraw from this Settlement if the Court approves a lower amount of attorneys’ fees or litigation costs than requested.
40. To the Administrator: If approved by the Court, the Administrator shall receive an Administrator Expenses Payment not to exceed \$11,000, except for a showing of good cause to the Court for more than this amount. To the

extent that the Administration Expenses are less or the Court approves payment of less than \$amount, then the Administrator will retain the remainder in the PAGA Fund.

41. Service Award to Plaintiff Jadelrab: If approved by the Court, Plaintiff Jadelrab shall receive a Service Award not to exceed \$10,000, to be paid out of the Gross Settlement Amount. CCFI will not oppose a request by Plaintiff Jadelrab for Court approval of this Service Award, which compensates him for a full general release of claims against CCFI and the Released Parties. Plaintiff may not withdraw from this Settlement if the Court approves a lower amount for the Service Award than requested.
42. To the LWDA and PAGA Members: The Administrator shall allocate \$223,666 to the PAGA Fund, with 75% (\$167,749.50) allocated to the LWDA PAGA Payment, and 25% (\$55,916.50) allocated to the Individual PAGA Payments.
43. Calculation of the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Fund by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's Pay Periods during the PAGA Period. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

## **SETTLEMENT FUNDING AND PAYMENTS**

44. PAGA Member Data. Within twenty (20) days after the Effective Date of this Settlement, CCFI will deliver the PAGA Member Data (the "Data") to the Administrator in the form of a Microsoft Excel spreadsheet. The Data shall include each PAGA Member's full name, last known address, dates of employment, and the total number of Pay Periods worked for each PAGA Member during the PAGA Period. To protect the privacy rights of PAGA Members, the Administrator must maintain the Data in confidence and use it only for purposes of this Settlement and for no other purpose. The Administrator will restrict access to the Data to Administrator employees who need access to the Data to effect and perform under this Settlement. Data about the PAGA Members will be provided to the Settlement Administrator only, and shall be kept confidential by the Settlement Administrator, except as required to administer the Settlement.
45. Funding of Gross Settlement Amount. CCFI shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

46. Payments from the Gross Settlement Amount. Within fourteen (14) days after CCFI funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Service Award, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursements to PAGA Counsel shall not precede disbursement of Individual PAGA Payments.
47. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
48. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided, or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, as requested by the PAGA Member prior to the void date.
49. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.
50. The payment of Individual PAGA Payments shall not obligate CCFI to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## **RELEASES OF CLAIMS**

51. Plaintiff' Releases. Effective on the date when CCFI fully funds the entire Gross Settlement Amount, Plaintiff Jadelrab – and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns -- generally releases and discharges CCFI and the Released Parties from all claims, transactions, or occurrences to the fullest extent such

claims are releasable under the law, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and in the PAGA Notice (“Plaintiff’s Release”). Plaintiff acknowledges that he may discover facts, law, or claims that are different from, or in addition to, the facts, law, or claims that Plaintiff has alleged, now knows, or believes to be true, but Plaintiff agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff may later discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with CCFI, and to the fullest extent of the law.

52. Release by PAGA Members: Effective on the date when CCFI fully funds the entire Gross Settlement Amount, Plaintiff, as a representative of the State of California and on behalf of the Labor & Workforce Development Agency (LWDA) and the PAGA Members, fully and finally releases the Released Parties from all claims seeking civil penalties and other relief under the PAGA that arose during a Pay Period and are alleged in, or that could have been alleged based on the facts alleged in, the Action including, without limitation, the following claims to the fullest extent such claims are releasable by law:

52.1. All PAGA claims for civil penalties and other relief under the PAGA for failure to provide compliant meal periods and to pay premium wages.

52.2. All PAGA claims for civil penalties for failure to provide compliant rest breaks and to pay premium wages.

52.3. All PAGA claims for civil penalties, including under section 225.5 of the Labor Code, for failure to provide the required form for payment of wages in

violation of Section 212 of the Labor Code, including for any alleged violations related to the use of pay cards.

52.4. All PAGA claims for civil penalties for failure to provide complete and accurate wage statements, including, without limitations, for violations of any and all of subparts (1)-(9) of Labor Code section 226(a), including all claims alleging that wage statements lacked accurate information on meal and rest break premium wage payments.

52.5. All PAGA claims for civil penalties for failure to timely pay all final wages, including, without limitation, minimum and overtime wages earned, and meal and rest break premium wages.

53. Release by PAGA Counsel: PAGA Counsel, on behalf of their present and former attorneys, employees, agents, successors and assigns, release the Released Parties from all claims for attorneys fees and costs related to the Action.

### **MOTION FOR APPROVAL OF SETTLEMENT**

54. Joint Responsibilities of Defense and PAGA Counsel. PAGA Counsel is responsible for drafting the Motion for Approval. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
55. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

### **SETTLEMENT ADMINISTRATION**

56. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a

condition of appointment, agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

57. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
58. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
59. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

#### **CONTINUING JURISDICTION OF THE COURT**

60. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
61. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

#### **ADDITIONAL PROVISIONS**

62. No Publicity. Prior to approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to obtain approval. Before or after approval, Plaintiff and Plaintiff’s Counsel shall not issue a press release, hold a press conference, publish information about the Settlement, or otherwise

publicize the Settlement. However, Plaintiff's Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a representative action basis for the purpose of detailing the experience of counsel. Plaintiff and his Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

63. Representation. PAGA Counsel represents that they do not currently represent any current or former employees of the Defendant in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendant. Plaintiff's Counsel also represents that they have not used any information obtained in the Action to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant.
64. Subsequent Mediation. If this Settlement is not approved by the Court, the Parties agree to attend mediation again in an effort to reach a settlement that will gain Court approval.
65. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by CCFI that any of the allegations in the Complaint or in the PAGA Notice have merit or that CCFI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that CCFI's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, CCFI reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to contest CCFI's defenses. This Settlement Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
66. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
67. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and CCFI, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

68. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and/or submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
69. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
70. No Tax Advice. Neither Plaintiff, PAGA Counsel, CCFI nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
71. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
72. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
73. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
74. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
75. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

76. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by CCFI in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and upon demand by Defendant, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from CCFI unless, prior to the Administrator's payment of all Settlement Funds, CCFI makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.
77. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
78. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
79. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:
- To Plaintiff: Daniel F. Gaines, Gaines & Gaines, APLC, 4550 E. Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362
- To CCFI: Michael J. Nader, Ogletree Deakins, 500 Capitol Mall, Suite 2500, Sacramento, CA 95814.
80. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
81. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement

that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

\_\_\_\_\_  
Plaintiff John Jadelrab

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel F. Gaines  
Plaintiff's Counsel

\_\_\_\_\_  
Date

*Bridgette C. Roman*  
\_\_\_\_\_  
Bridgette Roman  
Authorized Agent for Defendant

\_\_\_\_\_  
12/21/22

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ogletree Deakins  
Michael J. Nader  
Paul M. Smith  
Counsel for CCFI Corporation

\_\_\_\_\_  
December 19, 2022

\_\_\_\_\_  
Date

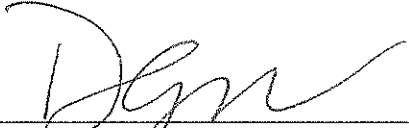
that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.



\_\_\_\_\_  
Plaintiff John Jadelrab

12 / 19 / 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Daniel F. Gaines  
Plaintiff's Counsel

12/19/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Bridgette Roman  
Authorized Agent for Defendant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ogletree Deakins  
Michael J. Nader  
Paul M. Smith  
Counsel for CCFI Corporation

\_\_\_\_\_  
Date