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Broadway Management Company, LLC, Harry Lewis,  
William R. Lewis III, Elizabeth Conron, Linda Stapleton, and  
Joseph Conron

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

TREVOR NEADEAU, an individual, on behalf  
of all those similarly situated and aggrieved  
employees,

Plaintiffs,

vs.

BROADWAY MANAGEMENT COMPANY,  
LLC, a California corporation, HARRY  
LEWIS, an individual, WILLIAM R. LEWIS  
III, an individual, ELIZABETH CONRON, an  
individual, LINDA STAPLETON, an  
individual, AND JOSEPH CONRON,

Defendants.

) Case No. CGC-22-598314

) **JOINT STIPULATION OF CLASS AND**  
) **PAGA SETTLEMENT**

) Action Filed: February 23, 2022

**JOINT STIPULATION OF CLASS AND PAGA  
SETTLEMENT**

1 This Joint Stipulation of Class and PAGA Settlement is made by and between Plaintiff  
2 Trevor Neadeau, on behalf of himself, the Class and the State of California pursuant to the Private  
3 Attorneys General Act, on the one hand, and Defendants Broadway Management Company, LLC,  
4 Harry Lewis, William R. Lewis III, Elizabeth Conron, Linda Stapleton, and Joseph Conron, on the  
5 other hand.

6 In consideration of the mutual covenants, promises, and agreements set forth in this Joint  
7 Stipulation of Class and PAGA Settlement, the Parties agree, subject to the Court's approval, to the  
8 resolution of the Action, the Released Claims, and the Released PAGA Claims, subject to the  
9 following terms and conditions.

#### 10 **DEFINITIONS**

11 1. **"Action"** means the civil action titled *Trevor Neadeau v. Broadway Management*  
12 *Company, LLC, Harry Lewis, William R. Lewis III, Elizabeth Conron, Linda Stapleton, and Joseph*  
13 *Conron*, San Francisco County Superior Court No. CGC-22-598314.

14 2. **"Administration Expenses"** means the amount to be paid to the Administrator from  
15 the Maximum Settlement Amount for its services in administering the settlement.

16 3. **"Administrator"** means ILYM, or any other third-party class action administrator  
17 agreed to by the Parties and approved by the Court for the purposes of administering this  
18 Settlement.

19 4. **"Agreement"** and **"Settlement"** means this Joint Stipulation of Class and PAGA  
20 Settlement.

21 5. **"Class and PAGA Members"** means all Class Members and/or PAGA Members.

22 6. **"Class Counsel"** means Gabriel J. Pimentel and Yesenia L. Rodriguez of the law  
23 firm Pimentel Law, P.C.

24 7. **"Class Counsel's Attorneys' Fees and Costs"** means the Court-approved  
25 attorneys' fees, expenses, and costs incurred by Class Counsel for Class Counsel's litigation and  
26 resolution of the Action, to compensate Class Counsel for their legal work in connection with the  
27 Action, including their pre-filing investigation, their filing of the Action, all related litigation  
28 activities, all Settlement work, all post-Settlement compliance procedures, and related litigation

1 expenses billed in connection with the Action.

2 8. **“Class Data”** means Class Members’ name, last-known mailing address, Social  
3 Security Number, number of PAGA Period pay periods and/or Class Period work weeks.

4 9. **“Class Members”** and **“Class”** means all persons employed by Defendants in an  
5 hourly, non-exempt position in California during the Class Period.

6 10. **“Class Period”** means from February 23, 2018 through Preliminary Approval.

7 11. **“Court”** refers to the court having jurisdiction over the Action, which is presently  
8 the San Francisco County Superior Court.

9 12. **“Defendants”** means Broadway Management Company, LLC, Harry Lewis,  
10 William R. Lewis III, Elizabeth Conron, Linda Stapleton, and Joseph Conron.

11 13. **“Defense Counsel”** means Joel Van Parys and Mayra Sandoval of the law firm CDF  
12 Labor Law LLP.

13 14. **“Dispute Deadline”** means thirty (30) calendar days after the Administrator mails  
14 the Class Notice to Class Members.

15 15. **“Effective Date”** means the date the Court grants Final Approval of the Settlement  
16 and Judgment in the absence of any objection or intervention to the Settlement. If an objection or  
17 intervention to the Settlement is filed and not later withdrawn, the Effective Date is the later of the  
18 following events: (i) when the period for filing any appeal, writ or other appellate proceeding  
19 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having  
20 been filed; or (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been  
21 dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal,  
22 writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further  
23 remedies or relief. In this regard, in the event an objection or intervention is filed and not later  
24 withdrawn, the Parties hereby state their intention that the Settlement will not become effective  
25 until the Court’s order granting final approval of the Settlement is completely final, and there is no  
26 further recourse by any appellant or objector who seeks to contest the finality of the Settlement.

27 16. **“Final Approval Motion”** means Plaintiff’s motion for final approval of the  
28 Settlement and judgment.

1           17.     **“Final Approval Order and Judgment”** means the Court’s Order Granting Final  
2 Approval of the Settlement and Judgment.

3           18.     **“Individual Class Award(s)”** means the Participating Class Members’ pro rata  
4 shares of the Net Settlement Amount calculated based on the number of workweeks worked during  
5 the Class Period, less any amount paid to the Class Member for an individual release as part of the  
6 Prior Paid Amount.

7           19.     **“Individual PAGA Award(s)”** means PAGA Members’ pro rata shares of twenty-  
8 five percent (25%) of the PAGA Allocation, which is Two Thousand Three Hundred and Forty Eight  
9 Dollars and Thirteen Cents (\$2,348.13) to PAGA Members on a pro-rata basis based on the number of pay  
10 periods each PAGA Member worked during the PAGA period.

11          20.     **“LWDA”** means the California Labor and Workforce Development Agency.

12          21.     **“LWDA Payment”** means the seventy-five percent (75%) of the PAGA Allocation  
13 to be paid to the LWDA under the Agreement which, subject to Court approval, is Seven Thousand  
14 Forty-Four Dollars and Thirty Seven Cents (\$7,044.37)

15          22.     **“Maximum Settlement Amount”** means One Hundred Eighty Seven Thousand  
16 Eight Hundred and Fifty Dollars (\$ 187,850.00) (“Maximum Settlement Amount”), which is  
17 inclusive of all amounts Defendants are required to pay under the Settlement, except as otherwise  
18 provided below, including all Individual Class Awards to Participating Class Members, all  
19 Individual PAGA Awards to PAGA Members, the LWDA Payment, Plaintiff’s Enhancement  
20 Award, Class Counsel’s Attorneys’ Fees and Costs, Administration Expenses, and the Prior Paid  
21 Amount. Any employer payroll taxes, if any, due on the Individual Class Award(s) allocated to  
22 wages shall be a separate and additional obligation of Defendants, which shall not be paid from the  
23 Maximum Settlement Amount.

24          23.     **“Net Settlement Amount”** means the amount from the Maximum Settlement  
25 Amount that is available for distribution as Individual Class Awards for Participating Class  
26 Members after deducting (1) the PAGA Allocation (which includes the LWDA Payment and the  
27 Individual PAGA Awards), (2) Plaintiff’s Enhancement Award, (3) Class Counsel’s Attorneys’  
28 Fees and Costs, and (4) Administration Expenses.

24. **“PAGA”** means California’s Labor Code Private Attorneys General Act, Cal. Lab. Code § 2699, et seq.

25. **“PAGA Allocation”** means, subject to Court approval, the allocation of Nine Thousand Three Hundred and Ninety-Two Dollars and Fifty Cents (\$9,392.50) of the Maximum Settlement Amount as PAGA penalties.

26. **“PAGA Pay Periods”** refers to the number of pay periods a PAGA Member worked for Defendants as a non-exempt or hourly-paid employee in California during the PAGA Period. Each PAGA Member will be credited with at least one (1) PAGA Pay Period.

27. **“PAGA Period”** means from November 10, 2020 through Preliminary Approval.

28. **“PAGA Class”** and **“PAGA Member(s)”** means all persons employed by Defendants in an hourly, non-exempt position in California during the PAGA Period.

29. **“Participating Class Member(s)”** means all Class Members who do not opt out of the Settlement.

30. **“Parties”** means Plaintiff and Defendants collectively.

31. **“Plaintiff”** and **“Class Representative”** means Trevor Neadeau on behalf of himself and each of his heirs, representatives, successors, assigns, and attorneys.

32. **“Plaintiff’s Enhancement Award”** means, subject to Court approval, Fifteen Thousand Dollars (\$15,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of his effort and work in prosecuting the Action and in consideration for an individual general release of all claims with a waiver of California Code of Civil Procedure Section 1542.

33. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.

34. **“Preliminary Approval Motion”** means Plaintiff’s motion for preliminary approval of the Settlement.

35. **“Prior Paid Amount”** means the amount of Thirty Thousand Eight Hundred and Fifty Dollars (\$30,850.00) that Defendants already paid to certain Class Members for *Pick-Up Stix* individual release agreements. Parties agree that Defendants will only be obligated to fund the Maximum Settlement Amount minus the Prior Paid Amount. To the extent a Class Member already

received payment from Defendants in exchange for an individual release agreement, the gross amount of said payment) is referred to as “Prior Individual Payment Amount.”

36. **“Released Claims”** means all claims under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state or federal law against the Released Parties that were alleged in the Action and those that reasonably could have been alleged in the Action based on Plaintiff’s factual allegations asserted in the Action and any amendments thereto, including, without limitation, all claims for (1) off-the-clock work, (2) meal period auto-deduction, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (7) unpaid double time, (8) regular rate of pay, (9) meal periods and meal period premiums, (10) rest breaks and rest break premiums, (11) wage statements, (12) failure to keep records, (13) timely payment of wages at separation, (14) failure to reimburse reasonable business expenses, (15) violation of Unfair Competition Law, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq.* during the Class Period.

37. **“Released PAGA Claims”** means all claims for civil penalties under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law against the Released Parties that were alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative complaints in the Action and any amendments thereto, including, without limitation, all claims for civil penalties under PAGA (Labor Code § 2698 *et seq.*) related to (1) off-the-clock work, (2) meal period auto-deduction, (3) unpaid minimum wages, (4) unpaid regular wages, (5) unpaid overtime, (6) unpaid double time, (7) regular rate of pay, (8) meal periods and meal period premiums, (9) rest breaks and rest break premiums, (10) wage statements, (11) failure to keep records, (12) timely payment of wages at separation, (13) failure to reimburse reasonable business expenses, and any other Labor Code violations that were alleged in the Action, or that could have been alleged in the Action based on

the facts alleged in the Action, which includes, but is not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, during the PAGA Period.

38. **“Released Parties”** means (i) Defendants, (ii) Defendants’ past and present direct and indirect parents; (iii) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

39. **“Request(s) for Exclusion”** refers to a Class Member’s written request to be excluded (i.e., opt-out) from the Settlement.

40. **“Response Deadline”** means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members.

41. **“Workweek(s)”** refers to the number of weeks a Class Member worked for Defendants as a non-exempt or hourly-paid employee in California during the Class Period, excluding any week(s) during which the Class Member did not work or was on a leave of absence. Each Class Member will be credited with at least one (1) Workweek.

42. **“Workweek Dispute(s)”** refers to a Class Member’s written dispute of the pre-printed information in the Class Notice as to his or her Workweeks and/or PAGA Pay Periods.

### **FACTUAL BACKGROUND**

43. Plaintiff filed a letter with the LWDA on November 10, 2021 alleging various wage and hour violations by Defendants.

44. On February 23, 2022, Plaintiff filed a civil complaint in San Francisco County Superior Court alleging the following claims: (1) Failure to Pay Overtime; (2) Failure to Provide Uninterrupted Rest Periods; (3) Failure to Reimburse for Business Expenditures; (4) Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records.

45. On March 29, 2022, Plaintiff filed the operative first amended complaint entitled

1 First Amended Class Action Complaint, San Francisco County Superior Court Case No. CGC-22-  
2 598314, alleging the following claims: (1) Failure to Indemnify for Necessary Expenditures; (2)  
3 Failure to Pay Overtime; (3) Failure to Furnish Compliant Wage Statements and Maintain Accurate  
4 Pay Records; (4) Failure to Provide Rest Periods; (5) Failure to Timely Pay Wages; (6) Willful  
5 Failure to Pay Wages; (7) Civil Penalties in Violation of Labor Code §§ 2698 *et. seq.*

6 46. Plaintiff has not filed a motion for class certification in the Action, nor has a date  
7 been set by the Court for the filing of such a motion.

8 47. The Action has been actively litigated. There have been on-going investigations, and  
9 there has been an exchange of extensive documentation and information.

10 48. On December 6, 2022, the Parties participated in a mediation with well-respected  
11 mediator Brandon McKelvey. The Parties did not settle that day. They continued to exchange  
12 additional information and on May 24, 2023 held a second day of mediation with Brandon  
13 McKelvey and reached a settlement of the claims in the Action as specified in this Agreement.

14 **INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY**

15 49. **No Determination on the Merits.** There has been no determination on the merits  
16 of the Action, but, in order to avoid additional cost and the uncertainty of litigation, it is the desire  
17 of the Parties to fully, finally, and forever settle, compromise, discharge, and release of any and all  
18 disputes and claims against the Released Parties arising from or related to the Action.

19 50. **Defendants Denies Liability and Wrongdoing.** This Agreement represents a full  
20 and good-faith compromise and settlement of highly disputed claims. Nothing in this Agreement  
21 or any statement or conduct in furtherance of the Settlement is intended or will be construed as an  
22 admission by Defendants that Plaintiff's claims in the Action have merit or that Defendants have  
23 any liability to Plaintiff, any Class Members, or any PAGA Members. Defendants deny any  
24 liability and wrongdoing of any kind associated with the alleged claims. Defendants further deny  
25 that, for any purpose other than settling the Action, the Action is appropriate for class or  
26 representative treatment. Defendants contend that they have complied with California and Federal  
27 employment laws at all times and that employees have been paid all wages owed.

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**CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

51. Solely for purposes of settling the Action, the Parties stipulate that the requisites for class certification with respect to the Class Members are met. The Parties stipulate that certification for settlement purposes is in no way an admission that class certification is proper for litigation purposes, and that evidence of this limited stipulation for settlement purposes will not be deemed admissible in this or any other proceeding. More specifically, the Parties stipulate that, solely for settlement purposes:

A. The Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

B. With respect to the Class, common questions of law and fact predominate over questions affecting any individual member in the Class, including, but not limited to: whether Defendants paid proper wages and overtime to the Class; whether Defendants provided compliant meal periods and associated premium pay to the Class; whether Defendants provided compliant rest periods and associated premium pay to the Class; whether Defendants timely paid compensation and associated waiting time penalties; whether Defendants provided accurate itemized wage statements to the Class; whether Defendants maintained accurate payroll records with respect to the Class; whether Defendants properly reimbursed business expenses to the Class; and whether Defendants engaged in unlawful or unfair business practices affecting the Class in violation of the California Business & Professions Code;

C. Plaintiff's claims are typical of the claims of the Class Members;

D. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class; and

E. A class action is superior to other available means for the fair and efficient adjudication of the controversy, as the prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

52. Class Counsel has conducted a thorough investigation into the facts of the Action, including an extensive review of relevant documents, and has diligently pursued an investigation of

1 the claims of the Class against Defendants. Based on its own independent investigation and  
2 evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the  
3 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
4 adequate and is in the best interest of the Class in light of all known facts and circumstances,  
5 including the risk of significant delay, the risk the Class will not be certified by the Court, defenses  
6 asserted by Defendants, and numerous potential appellate issues. Defendants and Defense Counsel  
7 also agree that the Settlement is fair and in the best interest of the Class.

### 8 **SETTLEMENT AMOUNT**

9 53. **Maximum Settlement Amount.** In consideration for the resolution and release of  
10 claims provided for by this Settlement, Defendants will pay the Maximum Settlement Amount of  
11 One Hundred Eighty Seven Thousand Eight Hundred and Fifty Dollars (\$ 187,850.00), which is  
12 inclusive of all amounts Defendants are required to pay under the Settlement except as provided in  
13 Paragraph 53 below. The Maximum Settlement Amount is non-reversionary and will be used for  
14 the payment of the following:

15 A. **Administration Expenses.** The Administrator will be paid for the costs of  
16 administration of the Settlement from the Maximum Settlement Amount. The Administration  
17 Expenses have been estimated by the Administrator to be approximately Four Thousand and Five  
18 Hundred and Fifty Dollars (\$4,550.00).

19 B. **Class Counsel's Attorneys' Fees and Costs.** Defendants agree not to oppose  
20 or object to any application or motion by Class Counsel for attorneys' fees not to exceed Thirty  
21 Five percent (35%) of the Maximum Settlement Amount, which is Sixty Five Thousand Seven  
22 Hundred Forty Seven Dollars and Fifty Cents (\$65,747.50), plus reasonable costs and expenses not  
23 to exceed Twenty Five Thousand Dollars (\$25,000), subject to approval by the Court. This  
24 Agreement is not contingent upon the Court awarding Class Counsel any particular amount in  
25 attorneys' fees and costs. If the Court reduces or does not approve the requested Class Counsel's  
26 Attorneys' Fees and Costs, the Agreement will remain binding on the Parties. Any amount  
27 requested by Class Counsel for the Class Counsel's Attorneys' Fees and Costs and not granted by  
28 the Court will be added to the Net Settlement Amount and be distributed as provided in this

1 Agreement. The Administrator will issue an IRS Form 1099-MISC to Class Counsel for the  
2 payments made pursuant to this paragraph.

3 C. Plaintiff's Enhancement Award. The Parties agree to the designation of  
4 Plaintiff Trevor Neadeau as the Class Representative. Defendants agree not to oppose or object to  
5 any application or motion by Class Counsel for an enhancement award not to exceed Fifteen  
6 Thousand Dollars (\$15,000.00) of the Maximum Settlement Amount for Plaintiff in recognition of his  
7 effort and work in prosecuting the Action and in consideration for an individual general release of  
8 all claims with a waiver of California Code of Civil Procedure Section 1542. Plaintiff's  
9 Enhancement Award is a part of, and is to be deducted from, the Maximum Settlement Amount. If  
10 the Court approves an enhancement award to Plaintiff in an amount less than that set forth above,  
11 the difference between the amount set forth above and the amount approved by the Court will be  
12 added to the Net Settlement Amount and distributed as provided in this Agreement. In addition to  
13 the Court-approved Plaintiff's Enhancement Award, Plaintiff will receive his pro-rata Individual  
14 Class Award and pro-rata Individual PAGA Award. Plaintiff's Enhancement Award will be paid  
15 within 30 days after the Effective Date of the Settlement. The Administrator will issue IRS Forms  
16 1099-MISC for the Plaintiff's Enhancement Award. Plaintiff assumes full responsibility and  
17 liability for taxes owed on Plaintiff's Enhancement Award.

18 D. PAGA Allocation. Subject to Court approval, the Parties agree to allocate Nine  
19 Thousand Three Hundred Ninety-Two Dollars and Fifty Cents (\$9,392.50) of the Maximum Settlement  
20 Amount as PAGA penalties. The PAGA Allocation will be distributed as follows:

21 i. LWDA Payment. Subject to Court approval of the PAGA  
22 Allocation, and per California Labor Code section 2699(i), the Administrator will mail the LWDA  
23 Payment to the LWDA along with a copy the Order Granting Final Approval of the Settlement and  
24 Judgment to:

25 Department of Industrial Relations  
26 Accounting Unit  
27 455 Golden Gate Avenue, 10<sup>th</sup> Floor  
28 San Francisco, CA 94102

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1                   ii.       Individual PAGA Awards. Subject to Court approval of the PAGA  
2 Allocation, and per California Labor Code section 2699(i), the Administrator will distribute Individual  
3 PAGA Awards to PAGA Members on a pro-rata basis based on the number of pay periods worked by  
4 all PAGA Members during the PAGA Period. The Administrator will calculate the number of pay  
5 periods worked by the PAGA Members during the PAGA Period, and the amount to be paid to  
6 PAGA Members per pay period based on information to be provided by Defendants. When making  
7 Individual PAGA Award disbursements to Class Members, the Administrator may pay an Individual  
8 PAGA Award and an Individual Class Award as one sum, concurrently, to the extent appropriate. The  
9 PAGA Allocation is included in and will not increase the Maximum Settlement Amount. The  
10 Administrator will issue IRS Forms 1099-MISC to PAGA Members for their Individual PAGA  
11 Awards.

12                   E.       Net Settlement Amount. The Administrator will distribute the Net Settlement  
13 Amount as Individual Class Awards to Participating Class Members. The Individual Class Awards to  
14 Participating Class Members are calculated on a pro-rata basis based on the number of Workweeks  
15 worked by all Participating Class Members during the Class Period based on the Class Data  
16 provided by Defendants. Defendants have already made Prior Individual Payments to certain Class  
17 Members for Pick-Up Stix individual release agreements. If a Class Member has previously  
18 received such a payment from Defendants, the Prior Individual Payment will be deducted from the  
19 Class Member's Individual Class Award. In no event shall a Class Member's Individual Class  
20 Award be less than \$100.00. Each Individual Class Award to a Participating Class Member will be  
21 attributed 10% as wages and 90% as penalties and interest. The Administrator will report the  
22 portions paid as penalties and interest via IRS 1099 form, along with the Class Members' PAGA  
23 Payments (if applicable), and will report portions attributed to wages via IRS form W-2.  
24 Participating Class Members are responsible for their share of the payroll taxes, which will be  
25 deducted by the Administrator from their Individual Class Awards.

26                   54.       **Escalator Clause.** Defendants estimated for purposes of mediation that during the  
27 Class Period there were 69 Class Members with an associated 12,234 workweeks. If the number of work  
28 weeks during the Class Period exceeds 13,457 (i.e., an increase greater than 10% of the 12,234 estimated

workweeks), the Maximum Settlement Amount will increase proportionally according to the number of additional workweeks above 13,457, or Defendant shall have the option of ending the Class Period on the date the workweeks exceeded 13,457..

55. **Taxability of Settlement Payments.** Plaintiff, Class Counsel, Participating Class Members, and the PAGA Members are each solely responsible for correctly characterizing any payments made pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Defendants make no representations as to the taxability of any portions of the settlement payments, and it is understood and agreed that Defendants have made no such representations. Neither Class Counsel nor Defense Counsel intend anything in this Agreement to constitute advice regarding taxes or taxability; nothing in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

56. **Settlement Awards Do Not Trigger Additional Benefits.** It is expressly understood and agreed that the receipt of any payment pursuant to this Agreement will not entitle any Participating Class Member, PAGA Member, or Plaintiff to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle them to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the payments provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members, PAGA Members, and Plaintiff in connection with this Agreement, and that they are not entitled to any new or additional compensation or benefits as a result of having received the payments provided for in this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

### **RELEASES**

57. **Release By Participating Class Members.** As of the Effective Date, Plaintiff and all Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from the Released Claims for the Class Period.

58. **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Agreement, including those pertaining to the Released Claims, as well as the Final Approval Order and Judgment that may be entered by the Court if it grants final approval to the Settlement.

59. **Release By PAGA Members and State of California.** As of the Effective Date, Plaintiff, all PAGA Members, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. This release is binding on the State of California, which includes the LWDA and its departments, divisions, commissions, boards, agencies, and employees, and any of Defendants' current or former employees who may seek to represent the State of California to recover civil penalties pursuant to PAGA based on alleged violations of the Released PAGA Claims during the PAGA Period.

60. **No Right to Opt Out of PAGA Release.** The Parties agree that there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the Agreement.

61. **General Release by Plaintiff.** As of the Effective Date, Plaintiff fully, finally, and forever releases, compromises, and discharges the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character. Plaintiff understands and expressly agrees that this general release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiff has or may have against the Released Parties, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. That Section reads as follows:

**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 acknowledges that he has read this general release, including the waiver of California Civil Code section 1542, and that he has consulted counsel about the general release and

specifically about the waiver of section 1542, and that he understands the general release and the section 1542 waiver, and freely and knowingly enters into this Agreement. Plaintiff acknowledges that he may later discover facts different from or in addition to those Plaintiff knows or now believes to be true with respect to the matters released or described in this Agreement, and Plaintiff agrees that the general release will remain effective in all respects notwithstanding any later discovery of any such different or additional facts.

62. **Labor Code § 206.5 Inapplicable.** It is acknowledged that all individual settlement awards made pursuant to this Agreement are on disputed claims and that Plaintiff, each Participating Class Member, and each PAGA Member will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

#### **PROCEDURE FOR PRELIMINARY COURT APPROVAL OF AGREEMENT**

63. **Seeking Preliminary Approval.** Plaintiff will promptly submit this Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval of the Settlement. Plaintiff agrees to provide Defendants the opportunity to review, and to seriously consider Defendant's comments before filing Plaintiff's Motion for Preliminary Approval. Plaintiff will apply to the Court for the entry of an order preliminarily approving the Settlement, substantially in the following form and as attached hereto as **Exhibit A**, which provides, *inter alia*, for:

A. Scheduling a Final Approval Hearing on the question of whether the Settlement, including payment of Attorneys' Fees and Costs, Settlement Administration Costs, and Enhancement Awards should be finally approved as fair, reasonable and adequate;

B. Certifying the Settlement Class, designating Plaintiff as the Class Representative, and designating Plaintiff's counsel as Class Counsel;

C. Approving as to form and content the Class Notice;

///

1 D. Approving the manner and method for Class Members to request exclusion  
2 from the Settlement, object to the Settlement, and/or dispute the Workweeks credited to them, as  
3 contained herein and within the Class Notice;

4 E. Directing the mailing of the Notice Packet by First Class U.S. mail to the  
5 Class Members; and

6 F. Preliminarily approving the Settlement subject only to the objections of  
7 Class Members and final review by the Court.

8 64. **Submission of Settlement to LWDA.** This Agreement is subject to and  
9 conditioned upon obtaining Court approval under Labor Code Section 2699(l)(2). At the same time  
10 Plaintiff files with the Court the Preliminary Approval Motion accompanied with this Agreement,  
11 Class Counsel will submit the Agreement to the LWDA through its on-line procedures, and will  
12 provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the  
13 Agreement.

14 **CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

15 65. **Class Data.** Within 30 calendar days after Preliminary Approval, Defendants will  
16 provide the Class Data to the Administrator. The Class Data will be based on Defendant's payroll  
17 and other business records and will be provided in a format reasonably acceptable to the Settlement  
18 Administrator. The Parties agree the Class Members' contact information and Social Security  
19 numbers will be used only by the Administrator for the sole purpose of effectuating the Settlement,  
20 and will not be provided to Plaintiff or Class Counsel at any time or in any form. The  
21 Administrator will take reasonable steps to protect the confidential and private information of the  
22 Class Members. To the extent Class Counsel possesses or comes to possess the Class Members'  
23 contact information and/or social security numbers, Class Counsel will immediately return all such  
24 information (including copies and data or information derived therefrom), will not retain copies of  
25 such information, and will not maintain or use such information for any purpose.

26 66. **NCOA Check.** Prior to mailing of Class Notices, the Administrator will run a  
27 check of the Class Members' addresses that are contained in the Class Data against those on file with  
28 the U.S. Postal Service's National Change of Address ("NCOA") List; this check will be performed

only once per Class Member by the Settlement Administrator.

67. **Class Notice.** Within 45 calendar days after Preliminary Approval, the Administrator will send by first-class mail a Class Notice to each Class Member in substantially the form attached hereto as **Exhibit B**, and as approved by the Court. The Class Notice will include the following information on Class Members' rights to respond to the Class Notice:

A. **Workweek Disputes.** A Class Member may dispute the pre-printed information on the Class Notice as to their Workweeks and/or PAGA Pay Periods by submitting a timely written Workweek Dispute to the Administrator. The Workweek Dispute must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Workweek Disputes must be postmarked no later than the Dispute Deadline. Unless a disputing Class Member submits documentary evidence in support of his or her dispute, the Defendants' records will be determinative. All Workweek Disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding. The date of the postmark on the Workweek Dispute return envelope will be the exclusive means used to determine whether a Workweek Dispute has been timely submitted. No Workweek Dispute will be honored if it is postmarked after the Dispute Deadline unless the Parties mutually agree to accept the untimely dispute.

B. **Opting Out of the Settlement.** Any Class Member may exclude themselves, if they do not wish to participate in the Settlement, by submitting a timely written Request for Exclusion to the Administrator. The Request for Exclusion must contain: the individual's full name, signature with date, the case name and number of the Action; and a clear statement indicating that he or she desires to be excluded from the Settlement. The Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, to the Administrator. All Requests for Exclusion must be postmarked no later than the Response Deadline. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

C. **Objecting to the Settlement.** Any Class Member who does not exclude himself/herself from the Settlement (i.e., a Participating Class Member) may object to the terms of

the Settlement by filing a written objection with the Court and mailing a copy to the Settlement Administrator, no later than the Response Deadline. A written objection must contain: the Participating Class Member's full name, signature with date, the case name and number of the Action, a clear statement indicating that he or she objects to the Settlement, each specific reason in support of the objection along with any legal support for each objection, a clear statement indicating whether he or she is represented by counsel and whether he or she intends to appear at the Final Approval Hearing. Alternatively, any Participating Class Member may object orally at the Final Approval Hearing. If the Court rejects the objection, the individual will nevertheless be bound by the terms of the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

68. **Non-Deliverable Class Notices.** Class Notices returned to the Administrator as non-deliverable before the Response Deadline will be re-sent to the forwarding address, if any, on the returned envelope. A returned Class Notice will be forwarded only once per Class Member by the Administrator. If there is no forwarding address, the Administrator will do a skip-trace search for a more recent address associated with the Class Member whose Notice Packet was returned, and re-mail the Notice Packet within five (5) calendar days; this search and re-mailing will be performed only once per Class Member by the Administrator. If a Class Member's notice is re-mailed, the Class Member will have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark objections or submit a Request for Exclusion. Upon completion of these steps by the Administrator, Defendants and the Administrator are deemed to have satisfied their obligations to provide the Class Notice to Class Members. Irrespective of whether or not a Class Member receives a Class Notice, they will remain a Class Member and will be bound by all the terms of the Settlement and the contemplated Final Approval Order and Judgment, unless they submit a valid and timely Request for Exclusion. The cost of all Return Envelopes or deficiency notices are a part of the Administration Expenses to be paid out of the Maximum Settlement Amount.

69. **Right to Rescission.** If more than ten percent (10%) of Class Members opt out of the Settlement by submitting valid and timely Requests for Exclusion, Defendants have the right (but need not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by providing written notice to Class Counsel at least ten (10) calendar days after the Administrator furnishes Defendants with the number and percentage of valid and timely Requests for Exclusion following the expiration of the Response Deadline. If Defendants exercise this option, Defendants will pay all Settlement Administration Costs incurred through such date. If the Settlement is rescinded pursuant to this provision, this Settlement will be considered null and void, neither the Settlement or any of the related negotiations or proceedings will have any force or effect and no party will be bound by any of its terms, and all Parties to this Settlement will stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

#### **PROCEDURE FOR FINAL COURT APPROVAL OF AGREEMENT**

70. **Seeking Final Approval.** Plaintiff will prepare and file a motion for final approval of the Settlement. Plaintiff agrees to provide Defendants the opportunity to review the Final Approval Motion, and to seriously consider Defendants' comments before filing the Final Approval Motion. In conjunction with the Final Approval Motion, Class Counsel will submit a proposed Final Approval Order and Judgment, in substantially the form attached hereto as **Exhibit C**, that provides, *inter alia*, as follows:

A. Making final the conditional certification of the Class for settlement purposes only;

B. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

C. Approving an award of Attorneys' Fees and Costs to Class Counsel;

D. Approving the Enhancement Award to the Class Representative;

E. Approving the Administration Expenses to be paid to the Administrator;

F. Approving the PAGA Allocation and LWDA Payment to the LWDA;

G. Entry of judgment in the Action with continuing jurisdiction of the Court in

conformity with California Rules of Court Rule 3.769 and California Code of Civil Procedure Section 664.6 as necessary to enforce the terms of the Agreement.

71. **Declaration of Due Diligence.** In connection with and in support of Plaintiff's Final Approval Motion, Class Counsel will file with the Court a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice to Class Members.

72. **Submission of Judgment to LWDA.** Within 10 calendar days after Class Counsel's receipt of the Court's approval of the Agreement and entry of a signed Final Approval Order and Judgment, Class Counsel will submit the Final Approval Order and Judgment to the LWDA through its on-line procedures, and will provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Final Approval Order and Judgment.

#### **SETTLEMENT FUNDING AND PAYMENTS DISBURSEMENTS**

73. **Accounting of Disbursement.** Within 15 calendar days after the Effective Date, the Administrator will provide Defendants with payment instructions and a report listing the amount of all payments to be made.

74. **Payment of Maximum Settlement Amount.** Within 30 calendar days after the Effective Date, Defendants, on behalf of the Released Parties, will pay to the Administrator the Maximum Settlement Amount less the Prior Paid Amount. The Administrator will establish a Qualified Settlement Fund ("QSF") for purposes of disbursing the Maximum Settlement Amount per the terms of this Agreement. The Administrator will undertake all required withholding, remittances, reporting of taxes, and issuance of the appropriate tax forms for payments required under this Agreement in accordance with local, state, and federal laws.

75. **Disbursement of Maximum Settlement Amount.** Within 40 calendar days after the Effective Date, the Administrator will disburse the Maximum Settlement Amount as specified in this Agreement and as approved by the Court in the Final Approval Order and Judgment. The Administrator will be responsible for making payment of any court-approved Class Counsel's Attorneys' Fee and Costs, any court-approved Plaintiff's Enhancement Award to the Class Representative, Administration Expenses, the LWDA Payment, issuing the Individual Class

Awards to Participating Class Members, issuing Individual PAGA Awards to PAGA Members, and meeting any reporting obligations.

76. **Default on Payment.** Defendants' failure to timely pay to the Administrator the Maximum Settlement Amount will be considered a default. In the event Defendants fail to timely fund the Maximum Settlement Amount, the Administrator will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter, Defendants will have seven (7) calendar days to cure the default and tender payment to the Administrator.

77. **Individual Class and PAGA Award Disbursements.** The Administrator will distribute Individual Class Awards, subject to applicable taxes and withholdings, and Individual PAGA Awards by way of check(s) mailed to the Participating Class Member and/or PAGA Member at the last known address that the Settlement Administrator has on file. Settlement award checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance. If a settlement award check is returned to the Administrator, the Administrator will make all reasonable efforts to re-mail it to the Class and/or PAGA Member at his or her correct address. Upon the deadline to cash the settlement award checks, the checks will automatically be cancelled by the Administrator if not cashed within that time and the funds associated with such cancelled checks will be transmitted to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the Class and/or PAGA Member's name. A Class and/or PAGA Member whose settlement award check(s) are cancelled remains subject to the Settlement, the releases of claims, and the Court's Final Approval Order and Judgment. The checks provided to Class and/or PAGA Members will prominently state the expiration date or a statement that the checks will expire in 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the check. Lost or expired settlement award checks will not be reissued, except for good cause and as mutually agreed by the Parties in writing. No person will have any claim against Defendants, Released Parties, Defense Counsel, the Class Representative, any Class Member, any PAGA Member, Class Counsel, or the Administrator based on distributions and payments made in accordance with this Agreement.

78. **Declaration of Compliance.** Within one hundred ninety (190) days from the date

1 of issuance of settlement award checks, the Administrator will provide a declaration of compliance  
2 with the terms of the Agreement and detailing proof of payment and the numbers of cashed and  
3 uncashed checks (without disclosing or identifying information of Class Members). Class Counsel  
4 will file the Administrator's declaration of compliance with the Court, as ordered by the Court.

#### 5 **MISCELLANEOUS PROVISIONS**

6 79. **Stay of Discovery.** To effectuate the terms of the Settlement, the Parties agree all  
7 formal and informal discovery is stayed pending final Court approval of the Settlement.

8 80. **Limited Public Comment.** With the exception of court filings and notice to the  
9 LWDA, the Class Representative and Class Counsel will not make: (1) any comments to the public  
10 or the media; (2) engage in any mass communications or other publicity, including, but not limited  
11 to, social media, and (3) public disclosure of the terms of this Settlement (including, but not limited  
12 to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all  
13 documents related to the Settlement. The Parties will use their best efforts to reach agreement on all  
14 Court filings. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and  
15 will ensure that Plaintiff adheres to, the restriction against public comment of the Settlement. Class  
16 Counsel further agrees to cease all affirmative mass communication (oral and written) with the  
17 Class Members, other than through Court-approved notices. This provision does not prevent Class  
18 Counsel from communicating with any Class Members who may contact Class Counsel. Also,  
19 nothing in this Agreement restricts Class Counsel from disclosing and including all publicly  
20 available information regarding this case and the settlement in any documents filed with any court  
21 and/or judicial submissions (e.g., CV's, declarations regarding adequacy or experience, etc.).

22 81. **Media Communications / No Attorney Advertising.** The Parties will not initiate  
23 any communications (directly or indirectly) with the media regarding the Action. Notwithstanding  
24 the foregoing, the Class Representative and Class Counsel may, in response to a communication  
25 initiated by the media, direct the inquiring media member to the public records of the Action on file  
26 with the Court and respond only with "The matter has been resolved." Class Counsel will take all  
27 steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the  
28 restriction against any media comment on the Settlement and its terms. Class Counsel also agrees

1 that their law firm will not specifically refer to this case, this settlement, or the names of Released  
2 Parties in any advertising or promotional material of any kind on their website, on any social media  
3 platform, or in any other written or electronic communications of any kind or nature.

4       82.     **No Assignment of Claims.** The Parties and their counsel represent, covenant and  
5 warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to  
6 assign, transfer or encumber to any person or entity any portion of any liability, claim, demand,  
7 action, cause of action or right herein released and discharged except as set forth herein.

8       83.     **Construction.** The Parties agree that the terms and conditions of this Agreement  
9 are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement  
10 will not be construed in favor of or against any party by reason of the extent to which any party or  
11 his, her, or its counsel participated in the drafting of this Agreement.

12       84.     **No Admission.** Nothing contained in this Agreement, nor the consummation of this  
13 Agreement, is to be construed or deemed an admission of liability, culpability, negligence or  
14 wrongdoing on the part of Plaintiff, Defendants, or Released Parties. Each of the Parties hereto has  
15 entered into this Agreement solely with the intention to avoid further disputes and litigation with  
16 the attendant inconvenience and expenses.

17       85.     **Captions and Interpretations.** Paragraph titles or captions contained herein are  
18 inserted as a matter of convenience and for reference, and in no way define, limit, extend or  
19 describe the scope of this Agreement or any provision of it.

20       86.     **Modification and Waiver.** This Agreement may not be changed, altered or  
21 modified, except in writing specifically referencing this Agreement, signed by the Parties, and  
22 approved by the Court. No rights under this Agreement may be waived except in writing  
23 specifically referencing this Agreement, signed by the waiving Party or Parties.

24       87.     **Notice to Counsel.** Unless otherwise specifically provided herein, all notices,  
25 demands, or other communications provided for in this Agreement will be in writing and will be  
26 both emailed and mailed by United States registered or certified mail, return receipt requested,  
27 addressed as follows:

28     ///

**Class Counsel:**

Gabriel J. Pimentel  
GJP@PimentelLaw.com  
Yesenia L. Rodriguez  
YLR@PimentelLaw.com  
Pimentel Law, P.C.  
30 N. Raymond Avenue, Suite 211  
Pasadena, CA 91103

**Defense Counsel:**

Joel Van Parys  
jvanparys@cdflaborlaw.com  
Mayra Sandoval,  
msandoval@cdflaborlaw.com  
CDF Labor Law LLP  
900 University Avenue, Suite 200  
Sacramento, CA 95825

88. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties will use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel will, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's approval of this Agreement. If the Court does not issue an order approving the Agreement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Agreement can be obtained in a manner consistent with the Court's concerns. The Parties, Class Counsel, and Defense Counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

89. **Disputes.** Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement that they are unable to resolve cooperatively, the Parties agree to submit any such dispute(s) to mediator Brandon McKelvey. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

90. **Parties' Authority.** It is agreed that because the Class and PAGA Members are so numerous, it is impossible or impractical to have each Class and PAGA Member execute this Agreement. The Class Notice will advise all Class and PAGA Members of the binding nature of the releases of claims provided for by the Settlement, and that the releases will have the same force

and effect as if this Agreement were executed by each Participating Class Member and PAGA Member. The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

91. **Agreement Binding on Successors.** This Agreement is binding on and inures to the benefit of the Parties, and the Released Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

92. **Integration Clause.** This Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein.

93. **Attorneys' Fees and Costs.** Except as expressly provided in this Agreement, Defendants and Plaintiffs will each bear their own attorney's fees and costs.

94. **Counterparts.** This Agreement may be executed in counterparts and by original or electronic signatures consistent with the Uniform Electronic Transactions Act (Civil Code § 1633.1-1633.17) sent via PDF through email, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, will be deemed an original and, when taken together with other signed counterparts, will constitute one Agreement binding upon and effective as to all Parties.

95. **Extension of Deadlines.** If the date by which any court filing, mailing, or deadline is to occur per the terms and conditions of this Agreement falls on a Saturday, Sunday, or legal holiday in the State of California, the date of the court filing, mailing, or deadline is extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

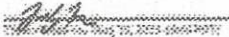
96. **California Law.** All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

97. **Voluntary Agreement.** The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained in this Agreement. The Parties further expressly declare and represent that they fully understand the

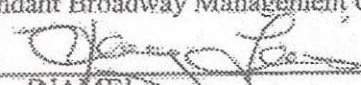
1 content and effect of this Agreement, that they approve and accept its terms and conditions, and  
2 that the Agreement is executed freely and voluntarily.

3 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement  
4 as of the date(s) set forth below:

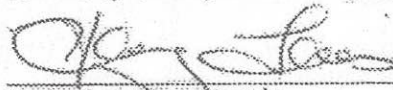
5 Dated: Aug 29, 2023

  
Plaintiff Trevor Neadeau

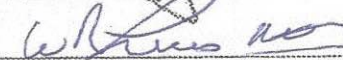
6  
7  
8 Dated: 9/22/23

Defendant Broadway Management Company, LLC  
By:   
[NAME]  
[TITLE] Partner  
Broadway Management Company, LLC

9  
10  
11 Dated: 9/22/23

  
Defendant Harry Lewis

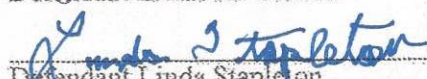
12 Dated: 9/26/2023

  
Defendant William R. Lewis III

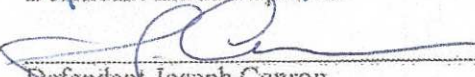
13  
14 Dated: 9/27/23

  
Defendant Elizabeth Conron

15 Dated: 9/27/23

  
Defendant Linda Stapleton

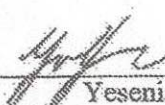
16  
17 Dated: 9/27/23

  
Defendant Joseph Conron

18  
19 AGREED AS TO FORM AND CONTENT:

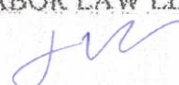
20 Dated: 8/16/23

PIMENTEL LAW, P.C.

21 By:   
22 Yesenia L. Rodriguez  
23 Attorneys for Plaintiff  
Trevor Neadeau

24 Dated: 10/02/2023

CDF LABOR LAW LLP

25 By:   
26 Joel Van Parys  
27 Attorneys for Defendants  
Broadway Management Company, LLC, Harry Lewis,  
28 William R. Lewis III, Elizabeth Conron, Linda Stapleton, and  
Joseph Conron