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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER, an individual,

Plaintiff,

v.

WILLDAN FINANCIAL SERVICES, and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: CVRI2204377

ASSIGNED FOR ALL PURPOSES TO THE HON. CHRISTOPER B. HARMON, DEPT. 10

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Complaint Filed: October 11, 2022

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This Class Action and Private Attorneys General Act ("PAGA") Settlement Agreement, Release and Stipulation is entered into between Plaintiff AMIRA CHIFFER ("Named Plaintiff") WILLDAN FINANCIAL SERVICES ("Defendant") in the Action (as defined below).

DEFINITIONS

1. Action. The "Action" means the class action and PAGA complaints and charges, including the lawsuit entitled, *Amira Chiffer v. Willdan Financial Services, et al.,* Riverside County Superior Court Case No. CVRI2204377.

2. Agreement. "Agreement" shall refer to the instant Class Action and PAGA Settlement Agreement, Release and Stipulation.

3. Class Counsel. "Class Counsel" means Christopher W. Taylor, Parham Barkhordar, and TAYLOR LABOR LAW, P.C. and/or any successor(s) thereof.

4. Class Members, the Class, and Settlement Class Members. "Class Members" are defined to include the following subclasses:

a. "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

b. "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

c. "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d. "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as

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exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

The combination of all members of the Reimbursement Subclass, Non-Exempt Employee Subclass, Waiting Time Penalty Subclass, and Wage Statement and Section 204 Subclass are referred to as the "Class" or "Class Members." The "Settlement Class" or "Settlement Class Members" means all Class Members other than those who opt-out (see Paragraphs 21 and 57.d).

5. Class Notice. "Class Notice" means the document mutually agreed upon by the Parties and approved by the Court to be sent to the Class in English (also with language in Spanish stating to the effect that if individuals needs the notice translated into Spanish, they should contact the Settlement Administrator) following preliminary approval that includes the scope of release language for Released Claims, notifies Class Members of the Settlement, explains the Settlement and Class Members' options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods based on which the Class Member's estimated settlement payments are calculated, substantially in the form attached hereto as "**Exhibit A**".

6. Class Period. "Class Period" means the period of time specified for each subclass (Paragraph 4(a)-(d)), subject to the Settlement Cap Provision in Paragraph 51g.

7. Complaint. "Complaint" means the lawsuit entitled, *Amira Chiffer v. Willdan Financial Services, et al.,* Riverside County Superior Court case number CVRI2204377, filed with the Riverside County Superior Court on or around October 11, 2022, including any amendments such as those required by paragraph 46.

8. The Court. The "Court" refers to the Riverside County Superior Court or other court or courts that will approve the Action, whether individually or together.

9. Day. "Day" refers to a calendar day(s) unless otherwise stated. If any designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur on the next business day.

10. Defendant. "Defendant" means Willdan Financial Services.

11. Effective Date. "Effective Date" means the first business day following the last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly

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intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges the Settlement, then sixty-one (61) days after the date the Court enters an Order Granting Final Approval of the Settlement and Final Judgment; or (ii) if a Class Member and/or PAGA Member timely intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari),* resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. Defendant shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule explained in Paragraph 51 of this Agreement. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be returned if the Agreement is not finally and completely approved in all respects.

12. Exclusion Period. The "Exclusion Period" means the time period commencing on the date the Class Notice is mailed to Class Members via First Class U.S. mail and ending sixty (60) days later on the deadline to submit an Opt-Out Request or Objection.

13. Final Judgment. "Final Judgment" means the judgment entered and filed by the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members from reasserting Released Claims against Released Parties; (2) finally approves this Agreement and the Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties; and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement (approved Class Counsel's attorneys' fees and costs, Settlement Payments to Class Members and PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final resolution of any and all claims by the Named Plaintiff and all Settlement Class Members as to all Released Claims and all PAGA Members as to all Released PAGA Claims as set forth in this Agreement.

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14. Final Settlement Approval Hearing. "Final Settlement Approval Hearing" means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement Class Members from asserting Released Claims against Released Parties and all PAGA Members from pursuing Released PAGA Claims against Released Parties.

15. Funding Payments. "Funding Payments" means the payment(s) remitted to the Settlement Administrator ("SA") by or on behalf of Defendant following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the GSA, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiff's enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the payment to the Labor Workforce Development Agency ("LWDA"), minus any amounts already paid under the Agreement.

16. Gross Settlement Amount or GSA. "Gross Settlement Amount" or "GSA" means a fixed total payment of Two Hundred, Twenty Thousand Dollars and Zero Cents ($220,000.00), payable by Defendant under this Agreement, which shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiff's enhancement awards as awarded by the Court, outstanding payments to the SA as approved by the Court for settlement administration costs, and the payment to the LWDA.

17. Last Known Address. "Last Known Address" means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendant's records.

18. Named Plaintiff. "Named Plaintiff" individually and collectively means Amira Chiffer.

19. Net Settlement Amount or "NSA". "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 51a through

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51e of this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement award to the Named Plaintiff, the payment to the LWDA to resolve claims under the PAGA, and the costs awarded for settlement administration owed pursuant to this Agreement.

20. Objection. "Objection" means a written request, which a Class Member may submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 58 in order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court, at the final approval hearing to object, in a form set forth in **Exhibit C**.

21. Opt-Out Request. "Opt-Out Request" is a request to be excluded from the settlement of the class action claims by completing a Request for Exclusion Form, attached as **Exhibit B**, which (1) contains the name, address, and telephone number of the person requesting exclusion; (2) is signed by the Class Member; (3) is postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. (See Paragraph 57.d.)

22. Order of Final Approval or Order Granting Final Approval of Settlement. "Order of Final Approval" or "Order Granting Final Approval of Settlement" or "Final Approval" means the order issued in conjunction with the entry of the Final Judgment to be submitted by the Named Plaintiff together with the Motion for Final Approval of the Settlement for entry and filing by the Court as specified in this Settlement.

23. PAGA Period. "PAGA Period" means the period of time beginning on November 1, 2021, and ending on the date the Court grants Preliminary Approval, subject to the Settlement Cap Provision in Paragraph 51g.

24. PAGA Member(s). "PAGA Members" means all persons who are employed or have been employed by Willdan Financial Services in the State of California as non-exempt or exempt employees during the PAGA Period.

25. PAGA Payment and PAGA Allocation. Of the Gross Settlement Amount, Twenty Thousand Dollars and Zero Cents ($20,000) shall be paid for the PAGA claims. "PAGA Allocation" means the amounts distributed among PAGA Members and is the Five Thousand Dollars ($5,000) amount remaining from the $20,000 after subtracting the $15,000 allocated to the

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LWDA, divided by the total number of PAGA Workweeks Worked credited to all PAGA Members. Each PAGA Member's PAGA Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of Defendant.

26. PAGA Workweeks Worked. "PAGA Workweek Worked" means the number of workweeks credited to a PAGA Class Member during the PAGA Period (for the Released PAGA Claims), as determined by Defendant's records and estimates and as only subject to revision pursuant to this Agreement.

27. Parties. "Parties" means Named Plaintiff, individually on behalf of herself and on behalf of all Class Members, PAGA Members and as a representative of the interests of the State of California, including the LWDA, and Defendant.

28. Preliminary Approval Order. "Preliminary Approval Order" is the order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties' Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class, substantially in the form attached hereto as "**Exhibit D",** titled [Proposed] Order Re Preliminary Approval Of Class Action And PAGA Settlement And Setting Hearing For Final Approval Of Settlement.

29. Released Parties. "Released Parties" means Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, predecessors and successors, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them.

30. Settlement Administrator. "Settlement Administrator" or "SA" means Phoenix Settlement Administrators or such other neutral administrator as chosen by the Parties and approved by the Court (see Paragraph 55a).

31. Released Claims. "Released Claims" means:

a. Reimbursement Subclass: all claims, allegations and assertions for Reimbursement Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for failure to reimburse

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business expenses (see Labor Code § 2800-2802) and unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on failure to reimburse business expenses.

b. Non-Exempt Employee Subclass: all claims, allegations and assertions for Non-Exempt Employee Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for (a) Failure to pay minimum wages and overtime/double time wages (see Cal Labor Code §§ 510, 558, 1194, 1198); (b) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); and (d) unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on the claims for failure to pay minimum, overtime, double time wages and failure to provide or pay for meal and rest periods.

c. Waiting Time Penalty Subclass: all claims, allegations and assertions for Waiting Time Penalty Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203).

d. Wage Statement and Section 204 Subclass: all claims, allegations and assertions for Wage Statement and Section 204 Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for: 1) failure to provide accurate, itemized wage statements (see Labor Code § 226(a)) and (d) unfair business practices (see Bus. and Prof. Code § 17200, *et seq.*) based on the claims for failure to provide accurate itemized wage statements; and 2) regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays, pursuant to Labor Code sections 204 and 210.

32. Released PAGA Claims. "Released PAGA Claims" means all claims asserted in the PAGA Letter of November 1, 2021, as amended by the Letter dated February 10, 2022, and included in the operative Complaint including Labor Code sections 201, 203, 204, 206, 208, 215, 216. 226, 501, 1194, 512 and 2802, which includes failure to pay business expenses, failure to pay overtime or minimum wages, failure to provide accurate wage statements, and failure to provide or

pay premiums for meal and rest breaks and failure to make regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays.

33. Settlement Class/Settlement Class Member(s). "Settlement Class Member" means all Class Members other than those who have timely and validly submitted Opt-Out Requests and thereby excluded themselves from releasing Released Claims from the Settlement.

34. Settlement Payment. "Settlement Payment" means a payment pursuant to a Settlement Class Member's pro rata allocation of the NSA as specified in Paragraph 51.

35. Settlement Proceeds Distribution Deadline. "Settlement Proceeds Distribution Deadline" means a date that is fourteen (14) days after the Funding Payment has been made by Defendant to the SA based on the schedule explained in Paragraph 61 of this Agreement.

36. Updated Address. "Updated Address" means a mailing address that was updated by a reasonable address verification measure of the SA or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

37. Workweek Rate.

a. "Workweek Rate" for the Released Claims in the class action means the points credited to a Settlement Class Member for Workweeks Worked in each Subclass worked by the Settlement Class Member divided by the total of all points credited for all Workweeks Worked for membership in all Subclasses for all Settlement Class Members during the Class Period. The points allocated to a Settlement Class Member are calculated as follows so that the Net Settlement Amount is allocated among Settlement Class Members on a proportional basis based on the number of Workweeks Worked during the Class Period for each Subclass: (a) for members of the Reimbursement Subclass, (1) point for each Workweek Worked by the Settlement Class Member worked during the Reimbursement Subclass; (b) for members of the Non-Exempt Employee Subclass, (1) point for each Workweek Worked by the Settlement Class Member during the Non-Exempt Employee Subclass; (c) for members of the Waiting Time Penalty Subclass, (1) point for each Workweek Worked by the Settlement Class Member worked during the Waiting Time Penalty Subclass; and (d) for members of the Wage Statement and Section 204 Subclass, (1) point for each

Workweek Worked by the Settlement Class Member during the Wage Statement and Section 204 Subclass.

b. For the Released PAGA Claims, no distinction will be made for Subclasses, and the "PAGA Workweek Rate" means the amount yielded from dividing the particular PAGA Member's Workweeks Worked credited to the PAGA Member during the PAGA Period by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Period.

38. Workweeks Worked. A "Workweek Worked" means the number workweeks worked by a Class Member during the Class Period or PAGA Member during the PAGA Settlement Period (for the Released PAGA Claims), as determined or estimated by Defendant's records and as only subject to revision pursuant to this Agreement. One or more days containing time worked in a given week will be credited as one (1) Workweek Worked for purposes of these calculations.

RECITALS

39. Named Plaintiff filed the Class Action and PAGA Complaint on October 11, 2022, alleging three causes of action for: (1) failure to pay necessary expenditures [Labor Code section 2802]; (2) failure to pay overtime with citations to wage statement violations and waiting time penalty claims [Labor Code sections 203, 204, 215, 216, 226, 510, 558, 1194, and 1198]; and (3) Violation of the Private Attorneys General Act ("PAGA") for failure to pay necessary expenditures and failure to pay overtime and with citations Labor Code sections related to waiting time penalties and wage statements.[1]

40. Named Plaintiff submitted the LWDA letter on amended on November 1, 2021 and amended in a letter dated February 10, 2022, in case number LWDA-CM-850629-21, and alleging the same claims as the complaint and also asserting claims for failure to provide or pay premiums for missed meal and rest breaks and citations to Labor Code sections 201. 203, 204, 206, 208, 215, 216. 226, 501, 1194, 512 and 2802.

[1] This Agreement requires an amended Complaint and PAGA letter and additional claims for paid sick leave and to clarify that the claim includes a failure to pay agreed to or contracted wage claims as described below, pursuant to Paragraph 46.

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41. Defendant filed an Answer to the complaint and denies all allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its wage-and-hour practices, including reimbursement practices, and that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Released PAGA Claims. Defendant further contends that it has complied at all times with both federal and state wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiff and the Class and PAGA Members.

42. Defendant and Class Counsel, on behalf of Named Plaintiff and the Class Members and aggrieved employees and as a representative of the State of California for PAGA claims, attended mediation with Kelly A. Knight on June 29, 2023. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

43. Class Counsel is of the opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof necessary to establish liability, defenses asserted to the merits, including but not limited to the affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class claims and PAGA claims, including class certification, the difficulties in establishing damages and penalties, and the numerous potential appellate issues. While Defendant specifically denies any liability or wrongdoing in the Action, Defendant has agreed to enter into this Settlement to avoid the cost and business disruption associated with defending the Action. Defendant has claimed and continues to claim that the Released Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered into by and between the Named Plaintiff (on behalf of herself and on behalf of the Class Members and PAGA Members and interests of the State of California, including the LWDA) and

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Defendant, each with the assistance of its respective attorneys of record, is intended to fully, finally, and forever settle, compromise and discharge the Released Claims and Released PAGA Claims against the Released Parties, subject to the terms and conditions set forth herein.

44. Because the non PAGA claims are pled as a class action, this Settlement must receive preliminary and final approval by the Court. The PAGA claims are subject to approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.

TERMS AND CONDITIONS OF SETTLEMENT

NOW THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, the Named Plaintiff, individually on behalf of herself and on behalf of the Class Members and PAGA Members and LWDA and State of California's interests, on the one hand, and Defendant, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions.

45. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, as set forth in

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Paragraph 69, the Parties intend this Settlement to be contingent upon the preliminary and Final Approval of this Agreement; and in the event Final Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein. In the event that this Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action, except that the Court may award less than the amounts listed in Paragraph 51a through 51e without impacting the validity and enforceability of this Agreement and the Parties will be returned to their respective positions prior to entering this Agreement.

46. Amendment of Complaint. Solely for purposes of settling this matter, Named Plaintiff will file an amended Complaint with the approving Court, which shall be the operative Complaint in this Action. The Complaint as amended will redefine the class to conform to the Settlement and its subclasses. The Complaint as amended will assert claims on behalf of the Non-Exempt Employee Subclass to include the substantive claim for failure to provide meal and rest periods; the Complaint will also clarify that the claims in the Non-Exempt Employee Subclass include a failure to pay minimum and contract or agreed wages (along with the already pled overtime claim); and the Complaint will also include a claim under the Unfair Competition Law (Business and Professions Code section 17200, et seq.) on the same theories to the Non-Exempt Employee Subclass. The amendments shall also clarify that the substantive claims include claims brought on behalf of the Wage Statement and Section 204 Subclass shall include wage statement violations (pursuant to Labor Code section 226) and failure to make regular payment of wages earned twice during each calendar month, on days designated in advance by the employer as the regular paydays (pursuant to Labor Code sections 204 and 210). The amendments shall also assert substantive claims for waiting time penalty claims to the Waiting Time Penalty Subclass and revise the failure to reimburse business expenses to fall within the Reimbursement Subclass and include a claim under the Unfair Competition Law (Business and Professions Code section 17200, et seq.) on

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the same theories in the Reimbursement Subclass. With respect to the PAGA claim, the Amended Complaint will allege that Plaintiff is seeking civil penalties pursuant to PAGA for violations of Labor Code sections 201, 203, 204, 206, 208, 215, 216. 226, 501, 1194, 512 and 2802, which includes failure to pay business expenses, failure to pay overtime or minimum wages, failure to provide accurate wage statements, and failure to provide or pay premiums for meal and rest breaks and failure to make regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays. Solely for purposes of implementing the settlement, the Parties stipulate that the amendments of the claims shall relate back to the filing of the original and shall cover the Class Period and PAGA Period; the Parties agree the proposed preliminary approval order and Final Judgment shall request that should the Settlement not be fully and finally approved, the amendments will be withdrawn, the original complaint shall be deemed the operative complaint, any preliminary certification of a class for settlement purposes shall be deemed void and the Parties shall revert to their positions prior to entering the Settlement in all respects. Subject to Court approval, at Defendant's discretion, Defendant's current answer shall be deemed as the operative answer to the complaint on behalf of Defendant without the need to file an amended answer.

47. Stipulation for Class Certification. The Parties stipulate to the certification of this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in this Action.

48. Release of Released Claims. As of the Effective Date, Named Plaintiff and all Settlement Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all Released Claims against any and all Released Parties. In other words, the Settlement includes a release of all Released Claims during the Class Period by Settlement Class Members employed at any time during the Class Period for each Subclass.

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a. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the Agreement and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

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

c. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

49. Release of Released PAGA Claims. As of the Effective Date, Named Plaintiff, the State of California (including the LWDA), and any PAGA Members or other representative, proxy, or agent thereof, to the extent if any that they have individual interests or can seek representative interests (including but not limited to any and all PAGA Members), hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged the Released Parties from the PAGA Claims that arose during the PAGA Period. In other words, subject to Court approval, the Agreement includes a settlement of all Released PAGA Claims during the PAGA Period by PAGA Members employed at any time during the PAGA Period to the fullest extent permitted under the PAGA, including settlement contemplated in Labor Code section 2699(l)(2).

50. Individual Releases of Claims**.** In addition to the releases made by the Settlement Class Members and PAGA Members set forth in this Agreement, Named Plaintiff releases, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state, or local law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims which cannot be released as a matter of law. Notwithstanding the foregoing, Named Plaintiff understands that this

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release includes unknown claims and that Named Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> **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.**

51. Settlement Payments and Calculation of Claims. Subject to the Final Approval of the Settlement and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendant agrees to make a payment or payments as set forth herein totaling the fixed amount of Two Hundred, Twenty Thousand Dollars and Zero Cents ($220,000.00). The GSA shall fully satisfy Defendant's obligations for any and all payments, fees and costs identified in the Agreement including, but not limited to, any payments to be made to the Named Plaintiff, Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement administration costs. Other than employer-side payroll taxes, in no event shall Defendant be required to pay any amounts above the GSA under this Settlement and this Agreement except as set for in Paragraph 51g. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

a. Attorneys' Fees. Class Counsel will apply to the Court for an award of attorneys' fees of no more than one third (1/3) of the GSA or Seventy-Three Thousand Three-Hundred Thirty Two Dollars and Sixty Cents ($73,332.60). The attorneys' fees shall come from and be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application.

b. Attorneys' Costs. Named Plaintiff and Class Counsel shall request approval of payment of up to but not to exceed Ten Thousand One Hundred Dollars and Zero Cents ($10,500.00) in attorneys' costs, including any litigation costs, which will be deducted from the GSA and paid out as set forth herein. Defendant will not oppose such application. Attorneys' fees as

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specified in the preceding Paragraph and costs as specified in this Paragraph shall cover all claimed and unclaimed attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendant for Class Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes any and all work, effort or involvement to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Action.

c. Administration Fees and Costs. Class Counsel will also apply to the Court for approval of SA costs in an amount with an estimate of approximately Five Thousand Dollars [$5,000] not to exceed without good cause Six Thousand Dollars and Zero Cents [$6,000.00], which will be deducted from the GSA. Defendant will not oppose such application. Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiff' motions for preliminary and Final Approval of the Settlement.

d. Named Plaintiff's Enhancement and General Release Payment. Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) to be paid to Named Plaintiff, from which Ten Thousand Dollars and Zero Cents ($10,000.00) shall be deemed consideration for a general release and from which Five Thousand Dollars and Zero Cents ($5,000) shall be for assuming the risks associated with this litigation (including for assuming the risks in the PAGA case). Defendant will not oppose such applications. The enhancement awards are included in, and shall be deducted from, the GSA.

e. PAGA Allocation and Payments. Pursuant to California Labor Code Section 2698, *et seq.*, the Parties designate Twenty Thousand Dollars and Zero Cents ($20,000.00) of the GSA to resolve any PAGA claims (including penalties sought for Named Plaintiff' employment and penalties sought under the PAGA for all other PAGA Members' employment and payment to the LWDA).

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i. Defendant shall pay seventy five percent (75%) of that amount, or Fifteen Thousand Dollars and Zero Cents ($15,000.00), to the LWDA and the remainder to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

ii. The remaining Five Thousand Dollars and Zero Cents ($5,000.00) shall be paid to PAGA Members by multiplying the PAGA Workweek Rate by each individual PAGA Member's PAGA Workweeks Worked.

f. Net Settlement Amount. The NSA will be the amount remaining after deducting the amounts specified in Paragraphs 51a through 51e above (including deducting the amount in 51e.ii, which will be separately distributed to PAGA Members).

g. Estimate of Workweeks Worked and Escalator Provision and Discretionary Cap. For purposes of this settlement, the Parties agreed the settlement will cover up to 17,000 Workweeks Worked by the Settlement Class Members through preliminary approval. Should the actual number of workweeks for Settlement Class Members exceed 17,000 Workweeks Worked by more than ten percent (15%), then the NSA shall be increased on a pro rata basis at for Workweeks Worked above the 15% cushion. For example, if the Settlement Class Member Workweeks Worked through the preliminary approval exceed 17,000 by 16%, Defendant SAR shall owe an additional amount equal to 1% of the NSA to proportionately increase the Workweek Rate of each Settlement Class Member due to the increase in Workweeks Worked. The additional payments in this paragraph will not be used to calculate attorney's fees or costs (par. 51a, b), enhancement payments (par. 51d), or impact the amount of the PAGA payment (par. 51e). Additional amounts paid pursuant to this paragraph will be used to increase payments to Settlement Class Members (see par. 34 and 51h). Alternatively, Defendant shall have the sole and discretionary option of ending the Class Period and PAGA Period on the date on which the number of Workweeks Worked equals or does not exceed 19,550 workweeks (17,000 + 15%).

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h. Settlement Payments to Settlement Class Members. Only the following individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named Plaintiff and (2) Settlement Class Members. Settlement Payments will be calculated as follows:

i. The NSA will be divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in Defendant's records and estimates based on existing records. All Settlement Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class Period, multiplied by the points credited from each Subclass as explained in the Workweek Rate definition. Workweeks Worked shall be determined by the SA based on data to be provided by Defendant, as may be modified by the resolution of any challenges.

ii. The Parties agree that under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Settlement Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendant be obligated to pay more than the GSA, except for the separate payment of employer-side taxes, as provided above and as provided in paragraph 53.

iii. The Parties acknowledge and agree that the formula used to calculate Workweeks Worked, individual Settlement Payments, PAGA Workweeks Worked, and PAGA Payments does not imply that all of the elements of damages covered by the release are not being taken into account. The above formulas were devised as practical and logistical tools to simplify the payment process.

52. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off plans, commission plans, incentive plans and programs, disability benefit programs, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not

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affect any rights, contributions, or amounts to which any Settlement Class Members, Class Members and PAGA Members may be entitled under any benefit plans.

53. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a net amount after applicable employee state and federal tax withholdings, including payroll taxes, if any, have been deducted.

a. Points allocated to the Reimbursement Subclass, Wage Statement and Section 204 Subclass and Waiting Time Penalty Subclass shall be allocated 100% to penalties and non-wages. The Parties agree that points allocated to Non-Exempt Employee Subclass shall be allocated 20 percent (20 %) to wages and W-2s shall be issued, and 40 percent (40 %) of the amount distributed to each Settlement Class Member will be considered penalties and 40 percent (40 %) shall be allocated to interest and any other non-wage related amount, if any, and will be reported as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts.

b. The SA shall calculate, withhold from the Settlement Payments, and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if required, to each such Settlement Class Member consistent with the foregoing breakdown. The SA shall also calculate and obtain from Defendant and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by employers for the wage portion of the Settlement Payments.

c. All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents, including Class Members and PAGA Members, regarding the tax treatment of payments under federal, state, or local law. In this regard, Defendant makes no representations regarding the taxability of the Settlement Payments and PAGA Payments.

d. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to Paragraph 51. Except as provided in Paragraph 51, each Party shall bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Class Counsel agrees that any allocation of fees between or

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among each of the Class Counsel or among the Class Counsel and any other attorney that may be representing Named Plaintiff or the Class, if any, shall be the sole responsibility of Class Counsel. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that no provision of this Agreement, and no written or oral communication or disclosure or other representation by Defendant and/or Released Parties is or was intended to be, nor shall be construed or be relied upon as, tax advice, and Named Plaintiff, Class Members and PAGA Members shall not rely on Defendant and/or Released Parties for any tax advice with respect to the Settlement of this Action.

e. The Named Plaintiff will be issued IRS Form 1099s for any enhancement awards approved by the Court pursuant to Paragraph 51. The enhancement awards payable to the Named Plaintiff shall be in addition to the Settlement Payments and PAGA Payments that they, as applicable, will receive.

54. Provisional Approval of Settlement. Named Plaintiff shall file a motion in the Action and take all other action to request that the Court enter the Preliminary Approval Order (see **Exhibit D**) based on an agreed-upon Settlement schedule, subject to Court approval:

a. Seeking class certification on the terms set forth in this Agreement solely for purposes of class settlement;

b. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiff, PAGA Members, the SA, and the LWDA;

c. Preliminarily approving the appointment of the Named Plaintiff as representative of the Class for settlement purposes, if not otherwise accomplished by class certification;

d. Preliminarily approving the appointment of counsel for Named Plaintiff as Class Counsel;

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e. Appointing and approving a SA as chosen by the Parties and approved by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA Payment procedures required by this Agreement;

f. Approving the form of the Class Notice mutually agreed by the Parties;

g. Scheduling the Final Settlement Approval Hearing for consideration of Final Approval of this Agreement;

h. Requiring that any Class Members who object to the Settlement Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear in person or by other Court approved means at the Final Approval Hearing, and that the Parties be given an opportunity to file written responses to any objection(s) with the Court;

i. Approving the procedure for Class Members to submit Opt-Out Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out Requests; and

j. Approving the procedure for Settlement Class Members to object to the Settlement.

k. Defendant shall not oppose Class Counsel's motions for preliminary approval and Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendant with an opportunity of five (5) days to review, and provide comments on the motions for preliminary and Final Approval of the Settlement before the motion and supporting papers are filed with the Court. The Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by both Parties, and the Court may award less than the amounts listed in Paragraph subparts 51a through 51e without impacting the validity and enforceability of this Agreement.

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55. Notice Procedure.

a. Settlement Administrator. The Parties will select Phoenix Settlement Administrators or a mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and PAGA Payments and handle the tax reporting and field questions with a hotline. The SA (along with any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information ("PII"), which it receives from Defendant; (b) not disclose the PII to Class Counsel, Named Plaintiff, any party or third parties, including agents or subcontractors, without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction; (e) continue to protect the PII upon termination of its services; and (f) cooperate with any requests made under the California Consumer Privacy Act (CCPA) or similar statutes.

b. Class Member Data. Within thirty (30) days after filing of the Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and PAGA Members that identifies for each Class Member/PAGA Member, his/her Social Security number, last-known address, and the number of Workweeks Worked in each Subclass and PAGA Workweeks Worked, or Class Member data so that the SA can calculate the number of Workweeks Worked in each Subclass and PAGA Workweeks Worked. Defendant agrees to consult with the SA as required to provide the list in a format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information or continued safeguarding of the information upon completion of the Settlement Administration process.

56. Class Notice. The SA will send to each Class Member and PAGA Members by First-Class U.S. Mail the Class Notice, which includes information on how Class Members may opt-out of or object to the Settlement and a procedure by which a Class Member may challenge the number of Workweeks Worked identified on his/her Class Notice. The Named Plaintiff will seek

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approval of language in the Class Notice in the motion for preliminary approval and will seek permission for the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other mailed materials without approval from the Court, provided the changes do not alter the preliminary approval by the Court.

a. Settlement Administrator Duties. Prior to mailing the Class Notice, the SA will update the addresses for the Class Members and PAGA Members using the National Change of Address database and other available resources deemed suitable by the SA. To the extent this process yields a different address from the one supplied by Defendant ("Updated Address"), that Updated Address shall replace the address supplied by Defendant ("Last Known Address") and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings in particular. The Settlement Administrator shall be permitted to provide notices and communicate to the Class and PAGA Members in a format and statement to be provided to the Court, which Named Plaintiff will submit in conjunction with the motion for preliminary approval and/or motion for Final Approval.

b. Class Notice Procedure. Within fourteen (14) days after receipt of the above information from Defendant, the SA shall send the Class Notice to each Class Member's and PAGA Member's Last Known Address or Updated Address (if applicable) via First-Class U.S. Mail.

c. Exclusion Period. Class Members will have sixty (60) days from the postmark of the initial mailing of the Class Notice by the SA to submit by U.S. Mail their Opt-Out Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request. Class Members will also have sixty (60) days to object to the Settlement by submitting a written objection with the SA that sets forth the basis of the objection pursuant to Paragraph 58, which the SA shall submit to the Parties within ten (10) days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. Opt-Out Requests do not apply to the Released PAGA Claims and will not exclude PAGA Members from the release of Released PAGA Claims.

d. SA Follow-up efforts.

i. The SA shall re-mail by First-Class U.S. Mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. Mail the

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Class Notice to any Class Member/PAGA Member who personally provides an updated address to the SA.

ii. In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendant and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a second round of mailings of the Class Notice by First-Class, U.S. Mail within an agreed number of days for those forms returned to sender. If no new information is ascertained by means of a skip trace, or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the SA will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is identified by this method, the SA will resend the Class Notice to the Updated Address within three (3) days of identifying the Updated Address.

iii. In the SA re-mails the Class Notice, it shall note for its own records the date and the address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have sixty (60) days from the postmark an Exclusion Form, or file and serve an objection to the Settlement or dispute the information provided in their Class Notice. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.

iv. Either Class's Counsel or the Settlement Administrator shall give notice to any Settlement Class Member bringing an Objection of any continuance of the Final Settlement Approval Hearing.

e. Documenting Communications. The SA shall date stamp documents it receives, including Opt-Out Requests, Objections and any correspondences and documents from Class Members/PAGA Member.

f. Settlement Administrator Declaration. At least seven (7) days prior to the filing of the motion for final approval, the SA shall prepare, subject to Class Counsel's/PAGA Member's and Defendant's input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-

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mailing efforts, and the Class Members'/PAGA Members' responses to those mailing and provide additional information deemed necessary to approve the settlement, including submitting any timely objections to the Court by a declaration filed concurrently with the Named Plaintiff's motion for final approval.

g. SA Written Reports. Each week during the Exclusion Period, the SA shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will provide a final report listing the number of Class Members who submitted Opt-Out Requests or Objections.

h. SA Calculations of Settlement Payments. Within seven (7) days after resolving all challenges made by Settlement Class Members, and following the Final Approval Order, the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be made to Settlement Class Members and PAGA Members. After receiving the SA's report, Class Counsel and Defendant's counsel shall review the same to determine if the calculation of payments to Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class Counsel and Defendant's Counsel with a final report listing the amount of all payments to be made to each Settlement Class Member from the NSA and listing the amount of all payments to be made to each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide information that is requested and approved by both Parties regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of the Settlement.

57. Requirements for Recovery of Settlement Payments.

a. Class Members. No claim form is necessary to participate in the Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in Paragraphs 21 and 57d), a Class Member who takes no action will be a Settlement Class Member,

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bound by the Judgment, and will receive a payment from the NSA. All Class Members except for those who timely and validly opt-out of the Settlement shall be bound by the release of Released Claims in this Agreement. All PAGA Members shall barred from seeking any action for civil penalties for Released PAGA Claims in this Agreement. At Defendant's option, checks in payment of amounts due to Settlement Class Members under the Settlement may contain a brief statement of waiver of Released Claims as part of the endorsement language.

b. Late Submissions. The SA shall not accept as valid any Opt-Out Request postmarked after the end of the Exclusion Period, as extended for remailings, absent agreement from the Parties or order of the Court. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the last day of the Exclusion Period, the Class Member did not return the Opt-Out Request in a timely manner.

c. Challenges. Class Members will have the right to challenge the number of Workweeks Worked allocated to them. The following challenge procedure will be established for the Class Member to dispute information on which his/her payment amount is based: Challenges to the number of Workweeks Worked shall be sent directly to the SA at the address indicated on the Class Notice. A Class Member challenging the number of Workweeks Worked identified may also submit documentary evidence in order to prove the number of Workweeks Worked during the Class Period. Defendant shall have the right to respond to the challenge by any Settlement Class Member. No challenge to the number of Workweeks Worked will be accepted unless sent by U.S. Mail within sixty (60) days from the initial mailing of the Class Notice by the SA, with proof of date of submission to be the postmark date unless ordered by the Court. Additional time may be provided to a Class Member only upon a showing of good cause and within an amount of time determined by the SA that will not delay the distribution of Settlement Payments to other Class Members/PAGA Members and in no event beyond the date of filing of the motion for final approval. The SA will inform Class Counsel and Defendant's counsel in writing of any timely filed challenges and will determine all such disputes after consulting with the Parties regarding the number of Workweeks Worked. Challenges will be resolved without hearing by the SA, who will make a decision that is based on Defendant's records and any documents or other information

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presented by the Class Member making the challenge, Class Counsel or Defendant. Subject to Court approval, the SA's determination is final and binding without a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

d. Opt-Out Procedure. Unless a Class Member timely opts out of the Settlement described in this Agreement, he/she shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will not be entitled to opt-out of the Settlement established by this Agreement unless he or she submits to the SA a request or notice of opting out via U.S. Mail postmarked on or before the expiration of the Exclusion Period. The request must be in writing on an Opt-Out Request and include the Class Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the Settlement. Opt-Out Requests do not apply to the Released PAGA Claims and will not exclude PAGA Members from the release of Released PAGA Claims.

i. Upon receipt of any Opt-Out Request within the Exclusion Period, the SA shall review the request to verify the information contained therein, and confirm that the request complies with the requirements of this Agreement.

ii. Any Class Member who fails to submit via U.S. Mail a timely, complete and valid Opt-Out Request shall be barred from opting out of this Agreement or the Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a request to opt out of the Settlement absent agreement by both Parties.

iii. Class Members shall be permitted to rescind in writing their request to opt-out by submitting a written rescission statement to the SA no later than the Effective Date and provided individual Settlement Payments can be recalculated to reflect the rescission.

iv. Defendant alone has the option to withdraw from and void the settlement if the number of opt outs reaches or exceeds five percent (5%) of all Class Members. Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement for affected individuals and amounts, and the Agreement shall become null and void and have no further force or effect in that respect, but

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shall remain binding and enforceable in all other respects. In the event that Defendant exercises this option, it will be solely responsible for any additional Settlement Administrator's costs related to those affected by the so called "blow up provision."

58. Objections to Settlement. Any Settlement Class Member may object to the Settlement. Any such objection may be submitted to the SA in writing on or before the close of the Exclusion Period or may appear at the Final Approval Hearing object orally. If any Settlement Class Member wish to object in writing, any such written Objection shall fill out the objection form (see **Exhibit C**) and provide the basis for the objection and request but not require that the Settlement Class Member identify if the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties shall be permitted to file responses to the Objection in addition to any motion for final approval documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the Order granting final approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

59. Final Fairness Hearing, Final Approval and Final Judgment.

a. Entry of Final Judgment. At the Final Approval Hearing, Named Plaintiff will request, and Defendant will concur in said request, that the Court enter a Final Judgment.

b. Motion. Named Plaintiff will draft and file a motion for final approval and for approval of any attorneys' fees and costs and enhancement award in conformity with any requirements from the Court and will take other action to request the entry of Final Judgment in accordance with this Agreement. The motion for final approval and corresponding paperwork will be subject to input and approval from Defendant and the proposed judgment finally approving the Settlement shall be subject to the input from and approval by Defendant, provided that Defendant shall have five (5) days from receipt to provide such input. Defendant will concur in or not object to said request that the Court enter Final Judgment finally approving this Agreement. In conjunction with the motion for final approval, Class Counsel shall file a declaration from the SA confirming

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that the Class Notice and related forms were mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel, with the input and approval of Defendant, deems appropriate to provide to the Court.

c. Objections. Before and/or at the Final Fairness Hearing, Named Plaintiff and Defendant, through their counsel of record, may address any written objections from Settlement Class Members or any concerns from Settlement Class Members who attend the hearing as well as any concerns of the Court.

d. Order. Named Plaintiff will draft and submit a [Proposed] Order Re Final Approval Of Class Action And PAGA Settlement And Setting Hearing For Final Approval Of Settlement in the form that is consistent with this Agreement and subject to prior review, revision and approval by Defendant **(See Exhibit E)** or as otherwise directed by the Court. The Parties shall take all reasonable efforts to secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement, fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Defendant shall have no obligation to make any payments under the Agreement, except for payments to the SA for services performed up to that time. The Named Plaintiff will submit a proposed Order of Final Approval subject to the review and approval of Defendant that will contain provisions:

i. Wherein the Court enters Final Judgment, finding that this Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

ii. Affirms that each side will bear its own costs and fees (including attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no event any amount above the GSA, except for employer-side taxes;

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iii. That confirms the certification of the Class for purposes of Settlement;

iv. That finds that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

v. That rejects any Objections to the Settlement;

vi. That approves the settlement of PAGA Claims consistent with the Settlement;

vii. That retains Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

viii. That requires the Parties to carry out the provisions of this Agreement.

60. Post-Final Approval Requirements and Procedures. Following entry of the Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

a. Should an appeal be taken from the Final Approval of the Settlement, all Parties will support the Order of Final Approval and Final Judgment on appeal;

b. The Parties will assist the SA as needed or requested in the process of identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

c. Class Counsel will assist the SA as needed or requested in completing the distribution of any uncashed checks as directed by the Court; and

d. Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

61. Payment of Settlement. Defendant will deposit the Funding Payments into an account established by the SA within thirty (30) days of the Effective Date. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the funds shall not be

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distributed until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge of the entire monetary obligation of Defendant under this Agreement. No Released Party shall have any further monetary obligation or liability to Class Counsel, Named Plaintiff, or Settlement Class Members under this Agreement after receipt by the SA of the Funding Payment.

a. The Parties agree that the Funding Payment will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby designated as the "Administrator" of the qualified Settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund and any tax-related expenses arising from any income tax returns or other reporting documents that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Funding Payment by the SA.

b. The distribution of Settlement Payments to Settlement Class Members shall occur no later than the Settlement Proceeds Distribution Deadline. The SA shall be deemed to have timely distributed Settlement Payments if it places said payments in the mail (First-Class U.S. Mail). When the SA receives notice from Settlement Class Members that they have not received such Settlement Payments due to changes of address or other circumstances, the SA shall be deemed to have timely distributed those Settlement Payments if (after satisfying itself that the amounts have not been received or negotiated) it re-mails the payments to the updated addresses or provides for delivery by other reasonable methods requested by such Settlement Class Members, provided that any and all requests for re-mailing shall be actually received and acknowledged by the SA before the 180-day deadline referenced in Paragraphs 62 and 63 or will be deemed ineffective, and have no effect and the original mailed amount shall be deemed timely distribution of the Settlement Payment. If any checks are returned to the SA without a forwarding address the SA shall conduct a skip-trace and re-mail the checks. The SA shall mail all Settlement Payments by the Settlement Proceeds Distribution Deadline. To comply with California Rule of Court 3.771, settlement checks shall

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include the following language on the check: "A Court has approved settlement of the class action and PAGA representative actions and entered judgment for claims asserted in *Amira Chiffer v. Willdan Financial Services, et al.,* Riverside County Superior Court Case No. CVRI2204377" No person shall have any claim against the SA, Defendant or Released Parties, Class Counsel, Defendant's counsel, or any other agent designated by Named Plaintiff or Defendant based upon the distribution of Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

c. The distribution of attorneys' fees, costs, and the Named Plaintiff's enhancement/general release awards shall occur no later than the payment date of the payment under the Settlement Proceeds Distribution Deadline. Under no circumstances shall the foregoing payments be made prior to the distribution of Settlement Payments to Settlement Class Members.

d. Upon Defendant's transfer of the Funding Payment and employer-side taxes to the SA, Defendant, the Released Parties, and Defendant's counsel shall have no further monetary liability or financial responsibility to Class Counsel or to any vendors or third parties employed by the Named Plaintiff or Class Counsel in connection with the Action.

e. Defendant shall not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement, and no amounts will be owed or payable until all appeals if taken or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible.

62. Settlement Class Members who are sent Settlement Payments shall have one hundred eighty (180) days after mailing by the SA to cash their settlement checks.

63. If such Settlement Class Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred eighty (180) days of mailing shall, subject to Court approval, be distributed pursuant to the State Controller Unclaimed Property Fund, or as otherwise directed by California Code of Civil Procedure Section 384 and as ordered by the Court. The Parties agree that if the remaining funds are not able to be distributed to the State Controller

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Unclaimed Property Fund and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward the entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued thereon, to the California CASA Association (see https://www.californiacasa.org), unless not accepted by the Court in which case the Parties will meet and confer about an acceptable alternative *cy pres*. In such event, those Settlement Class Members will be deemed to have waived irrevocably any right in or claim to a Settlement Payment subject to their rights, if any, to recover the Settlement Payments from the Unclaimed Property Fund if ordered or otherwise will be extinguished. Settlement Class Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

64. The SA shall keep Class Counsel and Defendant's counsel apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the SA shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

65. Binding Effect of Agreement on Settlement Class Members and PAGA Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by the Court's Order of Final Approval and Final Judgment. As set forth more fully in Paragraph 69, if the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this Action or any other case.

66. Non-Interference with Opt-Out Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests or objections to the Settlement or to appeal from the Final Judgment.

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67. Waiver of Appeal. Subject to preliminary and Final Approval of this Settlement, all Class Members, except those Class Members who make timely and valid objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

68. Preliminary Timeline for Completion of Settlement. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth in the subsections below. This schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the Class and PAGA Members, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the Settlement procedures as expeditiously as reasonably practicable.

a. Preliminary Approval Hearing as permitted by the Court;

b. Defendant to provide information described in Paragraph 55b (name, address, dates of employment, etc.) no later than thirty (30) days after filing of the Preliminary Approval Order;

c. The SA to mail the Class Notice by U.S. First Class mail to Class Members and PAGA Members by approximately fourteen (14) days after receipt from Defendant of the information described in the preceding subparagraph;

d. The SA to conduct trace/search efforts and send a follow up mailing, no later than ten (10) days after initial mailing, to individuals whose Class Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated;

e. Opt-Out Requests and Objections to the Settlement must be postmarked no later than sixty (60) days after the date of initial mailing of the Class Notice;

f. The SA will provide to the Parties, and to the Court as directed by the Parties, information regarding Opt-Out Requests and written objections or statements of intention to object to the Settlement received from Class Members within seven (7) days of the close of the Exclusion Period;

g. Class Counsel will file a timely motion for final approval of the Settlement and a separate application for award of attorneys' fees and costs and an enhancement

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award to the Named Plaintiff by the date set by the Court, or if no date is set, at least sixteen (16) court days prior to the scheduled Final Approval Hearing date;

h. The Parties will request a Final Approval Hearing before the Court within a reasonable time after the close of the Exclusion Period, or as soon thereafter as the Court will hear the Motion for Final Approval. After entry of the Final Approval Order and Judgment Defendant shall remit the Funding Payment to the SA.

i. Settlement Payments to Settlement Class Members, including the Named Plaintiff, and payments to Class Counsel for litigation costs and expenses and awarded attorneys' fees, and the enhancement award to Named Plaintiff, and payment to the LWDA shall be made by the Settlement Proceeds Distribution Deadlines by mailing of checks by First Class U.S. Mail or by wire (as to Class Counsel's payments only).

69. Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise in any other proceeding.

70. No Injunctive Relief. The Parties agree that the Settlement does not include injunctive relief against Defendant or the Released Parties.

71. Confidentiality and Non-Disparagement.

a. Parties and their counsel will keep the Settlement confidential, through the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able to disclose to the Court, when and as necessary before preliminary approval, that they have reached an agreement in principle, subject to completion of a final Agreement and Court approval.

b. Following the Court's order granting the Parties' Motion for Preliminary Approval, the Parties and their counsel agree to make no comments to the media or

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otherwise publicize the terms of the settlement on any social media or websites, except that Class Counsel may post on its firm website: "The Firm settled a class action with a California company for $220,000." This shall not restrict Class Counsel from responding to inquires posed by Class Members. Further, Class Counsel may include the case name, number, and settlement information in declarations setting out their qualifications as class counsel.

c. Named Plaintiff and Class Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Action. Named Plaintiff and Class Counsel agree to return to Defendant's counsel or destroy, at their option, any information designated as confidential during the course of the Action, including but not limited to any information and/or documents provided to Class Counsel for purposes of mediation.

d. Defendant shall direct all inquiries by the Class to the SA, which shall provide general information about the lawsuit, including responding to questions about the lawsuit, by providing neutral information about the agreement consistent with the Agreement.

e. Defendant agrees it will adopt a neutral reporting policy regarding any future employment inquiries related to Named Plaintiff. Thus, in the event that any potential or future employers should inquire regarding Defendant's employment of Named Plaintiff, they will be informed only of Named Plaintiff' dates of employment with Defendant's, job title(s) during their employment with Defendant, and starting and final rates of pay.

f. As permitted by law, Plaintiff agrees that she shall make no negative statements about the Defendant, Defendant's performance, its employees, officers, or owners, or conduct to any third person or entity, unless compelled to do so by law or required for purposes of the settlement. In the event that Plaintiff is required to make any such negative statements pursuant to lawful process or as otherwise may be required by law, Plaintiff agrees to advise Defendant and its counsel as soon as reasonably possible in advance of such statements to allow Defendant a reasonable opportunity to seek appropriate relief. If prompted by anyone to discuss any dispute she had with Defendant, Plaintiff may state simply that "the matter has been resolved."

72. Invalidation of Agreement for Failure to Satisfy Conditions. The terms and provisions in Paragraphs 1 through 38 and Paragraphs 45 through 86 of this Agreement are not mere

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recitals, but are deemed to constitute contractual terms. The Court may allocate less to the Named Plaintiff, Class Counsel, and/or the LWDA than indicated in Paragraph 51 without impacting the validity and enforceability of the Agreement. The Court may allocate less to the SA than indicated in Paragraph 51 provided the actual amount spent by the SA is less than the maximum set forth in that Paragraph. Without limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy any material terms or material conditions of this Agreement:

a. Defendant shall not be obligated to create or maintain any type of settlement fund, and shall not be obligated to make any Settlement Payment to any Class Member, PAGA Member and/or any payment to Class Counsel or to the Named Plaintiff.

b. The Agreement and all negotiations, Court orders and proceedings relating thereto shall be without prejudice to the rights of the Named Plaintiff, PAGA Members, Class Members, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation;

c. Defendant will not have waived, and instead expressly reserves, its right to challenge the continuing propriety of class certification for any purpose; and

d. To the extent one exists, the Preliminary Approval Order shall be vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any way for any purpose in connection with any further proceedings in this Action or any related action, including class certification proceedings.

73. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by First-Class U.S. Mail to the attorneys listed in the caption above and the SA, with additional copies to be sent via electronic mail.

74. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court, and supersedes any memorandum of understandings or prior agreement(s). This

Agreement may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

75. Ongoing Cooperation. Named Plaintiff and Defendant, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement, including but not limited to drafting and submitting the motions for Preliminary and Final Approval, and defending the Agreement and Final Judgment against objections and appeals. Plaintiff shall, as necessary, properly and completely take all steps, including but not limited to submitting any required documents to the LWDA and take any other actions necessary to resolve the Released PAGA Claims pursuant to this Agreement. The Parties to this Agreement shall 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.

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

77. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives, including the Released Parties.

78. Entire Agreement. This Agreement constitutes the full, complete and entire understanding, agreement and arrangement between Named Plaintiff and the Class Members/PAGA Members on the one hand, and Defendant and Released Parties on the other hand, with respect to the Settlement of the Action and the Released Claims against the Released Parties, including Defendant. This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the Settlement of the Action and the Released Claims against the Released Parties. Except those set forth and included expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements

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between the Parties with respect to the Settlement of the Action and the Released Claims/Released PAGA Claims against the Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

79. Execution in Counterparts. This Agreement may be signed in one or more counterparts. A facsimile, scanned counterpart shall be treated as an original signature for all purposes. All executed copies of this Agreement, and photocopies thereof (including facsimile or email copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original. Parties shall execute by hand with "wet" signatures.

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

81. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

82. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final Judgment, the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and California Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

83. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

84. Warranties and Representations. With respect to themselves, each of the Parties to this Agreement and/or their agents or counsel represent, covenant and warrant that (a) they

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have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement, and (b) the person executing this Agreement has the full right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement, except that the Parties understand that the Named Plaintiff and Class Counsel only have the power to bind Class Members to the extent this Agreement is approved by the Court.

85. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Judgment, Defendant, through the SA, may distribute funds to Settlement Class Members, PAGA Members, Class Counsel, and the Named Plaintiff as provided by this Agreement.

86. Authorization by Named Plaintiff. Named Plaintiff authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such Opt-Out Request or objection shall therefore be void and of no force or effect.

87. No Impact on Arbitration Agreements. The submission of Released Claims and Released PAGA Claims to the Court is solely for the purposes settlement and shall not be deemed as an invalidation, waiver, voidance of the arbitration agreements, and shall have no

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negative impact on their alleged continuing validity. By failing to request exclusion with an opt-out request, any Settlement Class Member will be deemed to agree to the provisions of this Paragraph.

IT IS SO AGREED:

October 11, 2023 | 3:59:54 PM PDT
Dated: _____, 2023

DocuSigned by:
Amira Chiffer
49FD5DA9BC354AF...

AMIRA CHIFFER
Named Plaintiff/Class and PAGA Representative/Aggrieved Plaintiff

Dated: _____, 2023

WILLDAN FINANCIAL SERVICES

By:
Its:

APPROVED AS TO FORM ONLY:

October 11, 2023 | 3:39:41 PM PDT
Dated: _____, 2023

TAYLOR LABOR LAW, P.C.

DocuSigned by:
BY: Parham Barkhordar
3EE1C713E8CB4D3...

PARHAM BARKHORDAR
Attorneys for AMIRA CHIFFER, on behalf of herself and all others similarly situated and aggrieved employees, and on behalf of the general public.

APPROVED AS TO FORM ONLY:

Dated: October 11, 2023

LITTLER MENDELSON, P.C.

BY: _____

JAMES E. HART
Attorneys for Defendant WILLDAN FINANCIAL SERVICES

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negative impact on their alleged continuing validity. By failing to request exclusion with an opt-out request, any Settlement Class Member will be deemed to agree to the provisions of this Paragraph.

IT IS SO AGREED:

Dated: _____, 2023

_____
AMIRA CHIFFER
Named Plaintiff/Class and PAGA Representative/Aggrieved Plaintiff

Dated: _____, 2023

WILLDAN FINANCIAL SERVICES

Creighton K. Early
By: Creighton K. Early
Its: Chief Financial Officer

APPROVED AS TO FORM ONLY:

Dated: _____, 2023

TAYLOR LABOR LAW, P.C.

BY: _____
PARHAM BARKHORDAR
Attorneys for AMIRA CHIFFER, on behalf of herself and all others similarly situated and aggrieved employees, and on behalf of the general public.

APPROVED AS TO FORM ONLY:

Dated: October 11, 2023

LITTLER MENDELSON, P.C.

BY: _____
JAMES E. HART
Attorneys for Defendant WILLDAN FINANCIAL SERVICES

EXHIBIT A

(CLASS NOTICE)

RIVERSIDE COUNTY SUPERIOR COURT

***Amira Chiffer v. Willdan Financial Services, et al.*, Riverside County Superior Court Case No. CVRI2204377**

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

To: **ALL NON-EXEMPT, HOURLY-PAID, AND EXEMPT EMPLOYEES CURRENTLY AND/OR FORMERLY EMPLOYED BY DEFENDANT WILLDAN FINANCIAL SERVICES AT ANY TIME FROM OCTOBER 11, 2018 THROUGH [DATE]**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS
(To be translated into Spanish: If you need a translation of this form in Spanish please contact Phoenix at [insert phone number])

WHY DID I GET THIS NOTICE?

You have received this Notice because Willdan Financial Services' ("Defendant") records reflect that you are or may be a class member in a pending class action entitled *Amira Chiffer v. Willdan Financial Services, et al*., Riverside County Superior Court Case No. CVRI2204377 (the "Action"), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement, Release and Stipulation ("Settlement"). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on October 11, 2022, on behalf of Plaintiff, Amira Chiffer ("Named Plaintiff"), and other similarly situated current and former employees of Willdan Financial Services for: (1) failure to pay necessary expenditures, (2) failure to pay overtime with citations to wage statement violations and waiting time penalty claims, and (3) violation of the Private Attorneys General Act ("PAGA") for failure to pay necessary expenditures and failure to pay overtime and with citations Labor Code sections related to waiting time penalties and wage. Named Plaintiff seeks to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code Section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. A copy of the complaint is on file with the Court.

Defendant denies each and all of the claims and contentions alleged by Named Plaintiff. Defendant believes strongly that it has multiple valid defenses to the claims and that Defendant's employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendant would contest vigorously the lawsuit. By agreeing to this Settlement, Defendant is not admitting that it has any liability.

After engaging in informal discovery, an all-day mediation before an experienced mediator Kelly Knight, and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date]. Named Plaintiff and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiff (or Defendant's defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. Amira Chiffer is the Class Representative or Named Plaintiff in the Action, and has asserted claims on behalf of herself and the class. Defendant is the defendant. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Class Members include individuals how fit within one or more of the following groups (referred to as "Subclasses"):

a. "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.
b. "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in the State of California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.
c. "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d. "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant will pay a fixed "Gross Settlement Amount" in the amount of Two Hundred, Twenty Thousand Dollars and Zero Cents ($220,000.00) in exchange for: the release by Settlement Class Members of Released Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- Individual Settlement Allocation: $_____ shall be allocated to all Settlement Class Members (defined below) and referred to in this notice as the "Net Settlement Amount" or "NSA." Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the "Individual Settlement Allocation." The Individual Settlement Allocation will be calculated by allocating a point for each Workweek Worked you worked in the Subclass (as reflected in company records and estimates) and providing a pro rata payment for all of your points compared to all the point of all Settlement Class Members. Workweeks Worked shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator's or Court's resolution of any challenges. The Court will resolve any workweek disputes not otherwise resolved by the Settlement Administrator and the Parties.
    - **Your estimated Individual Settlement Allocation is $_____.**
    - **Workweeks Worked:**
        - **Your estimated number of workweeks in the Reimbursement Subclass is _____.**
        - **Your estimated number of workweeks in the Non-Exempt Employee Subclass is _____.**
        - **Your estimated number of workweeks in the Waiting Time Penalty Subclass is _____.**
        - **Your estimated number of workweeks in the Wage Statement and Section 204 Subclass is _____.**
    - **Your estimated PAGA Allocation is $_____.**
    - **Your estimated number of workweeks in the PAGA Period is _____.**

  Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Released Claims against Defendant or any other Released Parties.

You have the right to challenge the number of workweeks allocated to you. If you dispute the number of Workweeks Worked please contact the Settlement Administrator with any and all evidence supporting your dispute. You will have until [INSERT DATE] to submit your dispute.

- Enhancement Payment: Named Plaintiff will request an award not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) in recognition of her work in this Action on behalf of the Class and a general release of all of her claims.

- Attorney's Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed Seventy-Three Thousand Three Hundred Thirty-Two Dollars and Sixty Cents ($73,332.60) to be paid in accordance with the Settlement for any and all attorney's fees and Ten Thousand, Five Hundred Dollars and Zero Cents ($10,500.00) in costs and expenses relating to the Action.

- Settlement Administration: The cost of settlement administration will not exceed Six Thousand Dollars and Zero Cents ($6,000.00) without good cause, which pays for tasks such as mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.

- PAGA Penalty Payment: Pursuant to California Labor Code Section 2698 *et seq.,* known as the Private Attorney General Act or "PAGA", the Parties designate Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Gross Settlement Amount as payment for Named Plaintiff's claims on her own behalf and as a representative for the State of California and on behalf of all employees from November 1, 2021 to [date] for penalties under the PAGA. Defendant shall pay seventy-five percent (75%) of that amount, or Fifteen Thousand Dollars ($15,000.00), to California's Labor & Workforce Development Agency ("LWDA"). The remainder shall be divided among aggrieved and you will not be able to opt-out or exclude yourself from this portion of the settlement.

WHAT AM I RELEASING UNDER THE CLASS ACTION PORTION OF THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Released Claims.

"Released Parties" means Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, predecessors and successors, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them.

"Released Claims" means:

a. Reimbursement Subclass: all claims, allegations and assertions for Reimbursement Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for failure to reimburse business

expenses (see Labor Code § 2800-2802) and unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on failure to reimburse business expenses.

b. Non-Exempt Employee Subclass: all claims, allegations and assertions for Non-Exempt Employee Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for (a) Failure to pay minimum wages and overtime/double time wages (see Cal Labor Code §§ 510, 558, 1194, 1198); (b) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); and (d) unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on the claims for failure to pay minimum, overtime, double time wages and failure to provide or pay for meal and rest periods.

c. Waiting Time Penalty Subclass: all claims, allegations and assertions for Waiting Time Penalty Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203).

d. Wage Statement and Section 204 Subclass: all claims, allegations and assertions for Wage Statement and Section 204 Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for: 1) failure to provide accurate, itemized wage statements (see Labor Code § 226(a)) and (d) unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on the claims for failure to provide accurate itemized wage statements; and 2) regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays, pursuant to Labor Code sections 204 and 210.

WHAT IS BEING RELEASED UNDER THE PAGA PORTION OF THE SETTLEMENT?

Through the settlement, Named Plaintiff, the State of California (including the LWDA), and any other representative, proxy, or agent thereof, to the extent if any that they have individual interests or can seek representative interests, (including but not limited to any and all PAGA Members), release all Released Parties (defined above) of all "PAGA Claims" that arose during the PAGA Period.

"PAGA Members" means all persons who are employed or have been employed by Willdan Financial Services in the State of California as non-exempt or exempt employees from November 1, 2021 to [DATE].

"Released PAGA Claims" means all claims asserted in the PAGA Letter of November 1, 2021, as amended by the Letter dated February 10, 2022, and included in the operative Complaint including Labor Code sections 201. 203, 204, 206, 208, 215, 216. 226, 501, 1194, 512 and 2802, which includes failure to pay business expenses, failure to pay overtime or minimum wages, failure to provide accurate wage statements, and failure to provide or pay premiums for meal and rest breaks and failure to make regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file.

Once you receive your Individual Settlement Allocation, you shall have One Hundred and Eighty (180) calendar days after mailing by the Settlement Administrator to cash your Settlement check(s). If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Eighty (180) days of mailing shall be voided and delivered to California State Controller's Unclaimed Property Fund or as otherwise directed by the Court. You will still be bound by the Settlement even if you don't negotiate your settlement check(s).

Neither Defendant, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus, commission or other incentive programs that may exist and/or be offered to you through, by or in conjunction with DEFENDANT or any other Released Party.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement (but you are not able to exclude yourself from the PAGA settlement). To exclude yourself from the class portion of the settlement, you must submit an Opt-Out Request (included in this packet) to the Settlement Administrator at the following address: _____ or [fax]. To be valid, the Opt-Out Request must be filled out to: (1) contain your name, address, and telephone number; (2) be signed by you; (3) be postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. As indicated above, the Opt-Out Form will not impact your inclusion in the settlement and release of claims under the PAGA.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than related to the PAGA. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on _____ at ____ a.m. in Department ___ of the Riverside County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object in writing, you may fill out and submit a written objection to the Settlement Administrator by filling out the Objection Form included in this packet at the following address: _____. To be valid, the written objection must be signed by you and state the basis for the objection. While the Objection Form requests that you identify if you intend to appear at the Final Approval Hearing, you are not required to indicate if you intend to appear. If you wish to object you must submit your objection to the Settlement Administrator no later than [60 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents. You may also object in person by appearing at the Final Approval Hearing.

The Court has decided that the law firms listed below under "CLASS COUNSEL" are qualified to represent the Settlement Class Members and PAGA Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

CLASS COUNSEL CHRISTOPHER W. TAYLOR PARHAM BARKHORDAR TAYLOR H. WHITE PHILIIP HORLACHER TAYLOR LABOR LAW, P.C. 80 S. Lake Ave., Suite 860 Pasadena, California 91101 (626) 219-6008 (Office) (626) 219-6009 (Fax)	**DEFENDANT'S COUNSEL** JAMES E. HART LITTLER MENDELSON, P.C. 18565 Jamboree Road, Suite 800 Irvine, CA 92612 **THE COURT** RIVERSIDE HISTORIC COURTHOUSE COUNTY SUPERIOR COURT HON. CHRISTOPER B. HARMON, DEPT. 10 4050 Main Street Riverside, CA 92501

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Released Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA settlement.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement and PAGA Members whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Released Claims and PAGA Members from pursuing released

PAGA claims. The Joint Stipulation of Class Action and PAGA Settlement and Release on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Riverside County Superior Court listed above as "THE COURT." In addition, you may obtain these records on the Riverside County Superior Court's website at https://www.riverside.courts.ca.gov/OnlineServices/online-services.php and by clicking "search Court Records" and then clicking "Search Civil, Family Law & Probate Records." Then click "case number search" and set up an account with an email and password and clicking on Capta. You will need to accept the terms of the Information Disclaimer, and proceed to enter the case number listed at the top of this Notice (CVRI2204377) and click on the result on the webpage. The Settlement agreement is filed in this case at [insert filing date of the declaration or other document to which it is attached when filed with the Court].

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

Any deadline to submit an exclusion, object or dispute the workweeks will be extended by 10 days if you were re-mailed the notice. Whether the Noticed has been re-mailed or not will be indicated on the envelope.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLMENT OR ANYTHING IN THIS NOTICE YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT _____. YOU MAY ALSO CONTACT CLASS COUNSEL WHOSE INFORMATION IS LISTED ABOVE. ALTERNATIVELY YOU CAN SEEK ADVICE FROM YOUR OWN COUNSEL AT YOUR OWN EXPENSE.

4861-4184-0253.3 / 085064-1008

EXHIBIT B

(REQUEST FOR EXCLUSION NOTICE)

LITTLER MENDELSON, P.C.
18565 Jamboree Road
Suite 800
Irvine, CA 92612
949.705.3000

REQUEST FOR EXCLUSION FORM
Chiffer v. Willdan Financial Services
Riverside County Superior Court Case No. CVRI2204377

Instructions: Please fill out this Request for Exclusion Form ("Form") **only if you do not want to participate in this Settlement**. If you want to be included in the Settlement, DO NOT sign this Form. If you choose to return this Form, the postmark deadline for mailing the form is [DATE].

Only Class Members or their legal representatives may submit this Request for Exclusion, or in other words Opt Out, Form. Any executor, administrator, guardian, conservator, or trustee who submits an Opt Out Form on behalf of a Class Member or his or her estate must (1) sign the Opt Out Form on the Class Member's behalf; (2) indicate his or her title as representative (*i.e.*, executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Class Member's behalf, or the Opt Out will not be operative and will not be considered.

I. PERSONAL INFORMATION

Please legibly print the following information:

Name (first, middle and last):_____

Residential Street Address:_____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last Four Digits Of Social Security Number: _____

PERSONAL INFORMATION WILL BE USED ONLY FOR IDENTIFICATION PURPOSES.

II. INDIVIDUAL REPRESENTATIONS

I WISH TO REQUEST THAT I BE EXCLUDED FROM THE SETTLEMENT in *Chiffer v. Willdan Financial Services*
Riverside County Superior Court Case No. CVRI2204377.

By signing and returning this Form, I certify that I have read the Notice of Proposed Class Action Settlement ("Notice") in this action and wish to be excluded.

By requesting exclusion from this Settlement, I understand that I have the right to pursue my own claims against Willdan Financial Services, if any.

I understand that by requesting exclusion from this Settlement, I will not receive any Settlement Payment described in the Notice.

I have had the opportunity to seek the advice of counsel with respect to the legal implications of requesting exclusion from the Settlement.

I understand that if I do not affirmatively request exclusion from this Settlement in a timely manner, I will automatically be considered a member of the Settlement, and I will be bound by the terms of the Settlement, including the release of all claims as described in the Notice.

I understand that prior to signing this Form, I have had the opportunity to direct any questions to the counsel for the Class and/or the Settlement Administrator.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must mail it to the Settlement Administrator on or before _____ at the address listed below. Please do not email or fax the Form.

[INSERT NAME OF ADMINISTRATOR]

[INSERT P.O. BOX and TOLL-FREE TELEPHONE NUMBER]

IV. NO RETALIATION

I understand that if I am currently employed by Willdan Financial Services, I will not be threatened, harassed, discriminated against, or retaliated against for excluding myself from the Settlement or otherwise exercising my legal rights. To the extent that I believe that I am being retaliated against or otherwise treated improperly, I will report the matter.

V. CERTIFICATION OF INFORMATION

By signing below, I certify that any information I am providing with this Request For Exclusion Form is true and correct and that I wish to request exclusion from the Settlement.

I signed this Request for Exclusion Form on _____ (date), at _____ (city and state).

Dated: _____

_____
(Signature)

_____
(Print Name)

EXHIBIT C

(OBJECTION FORM)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER, an individual, Plaintiff, v. WILLDAN FINANCIAL SERVICES, and DOES 1 through 25, inclusive, Defendants.	Case No. CVRI2204377 **OBJECTION FORM** DATE: TIME: DEPT: 10 Trial Date: Not Assigned Complaint Filed: October 11, 2022

Chiffer v. Willdan Financial Services
Riverside County Superior Court Case No. CVRI2204377

I. PERSONAL INFORMATION

Please legibly print the following information:

Name (first, middle and last):_____

Residential Street Address:_____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last Four Digits Of Your Social Security Number: _____ (Do not include on any copy filed with the Court)

PERSONAL INFORMATION WILL BE USED ONLY FOR IDENTIFICATION PURPOSES.

II. INSTRUCTIONS

Please fill out this Objection Form ("Form") **only if you want to participate in this Settlement AND object to the Settlement**. YOU SHOULD NOT SUBMIT THIS FORM IF YOU HAVE NO OBJECTION TO THE SETTLEMENT, OR IF YOU CHOOSE TO OPT OUT OF THE SETTLEMENT. If you choose to submit this Form, the deadline for mailing the form is [DATE]. If you wish to object to the Settlement, you may but are not required to file this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, with Dept. 10 of the Superior Court of California, County of Riverside, 4050 Main St., Riverside, CA 92501 on or before [insert date]. If you file the form with the Court, make sure to redact your social security number from any copy if you file it with the Court.

To object you must fill out the Objection Form and mail it to the Settlement Administrator as follows:

Settlement Administrator:
[insert name]
[ADDRESS and phone number]

III. REASON FOR OBJECTION (ATTACH EXTRA PAPER IF NECESSARY)

_____

_____

_____

_____

_____

_____

IV. CERTIFICATION OF INFORMATION

By signing below, I certify that any information I am providing with this Objection Form is true and correct and that I wish to object to the Settlement.

I signed this Objection Form on _____ (date), at _____ (city and state).

Dated: _____ _____
(Print Name)

_____
(Signature)

4879-3208-7674.4 / 085064-1008

EXHIBIT D[2]

([PROPOSED] ORDER RE PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT)

[2] Note that, while not included herein, the actual order submitted to the Court will include the Agreement and other documents required by the Court.

SUPERIOR COURT OF THE STATE OFCALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER,
Plaintiff,
v.

WILLDAN FINANCIAL SERVICES, and DOES 1 through 25,
Defendant.

CASE NO.: CVRI2204377

[PROPOSED] ORDER RE PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO JUDGE CHRISTOPER B. HARMON, DEPT. 10

The Court, having read and considered the papers filed in support of the motion, the proposed class notice and other documents, having considered the arguments of counsel, and good cause appearing therefore,

IT IS HEREBY ORDERED:

1. The Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement Agreement") of defendant WILLDAN FINANCIAL SERVICES ("Defendant") and Plaintiff AMIRA CHIFFER ("Named Plaintiff") (Defendant and Named Plaintiff are collectively known as the "Parties"), (attached hereto as **Exhibit A**) is preliminarily approved as the terms of the Settlement Agreement fall within the range of approval as fair, adequate and reasonable.[1] Based on a review of the papers submitted by Named Plaintiff, the Court finds that the Settlement is the result of arms-length negotiations conducted after Named Plaintiff and/or his counsel adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the settlement is non-collusive and reasonable. The settlement is presumptively valid, subject only to any objections that may be raised at the final approval, including at the Final Settlement Approval Hearing by this Court. Unless otherwise indicated in this Order, the Court adopts the defined terms as contained in the Settlement Agreement.

2. The following persons are conditionally certified as "Class Members" or "Class" of the following subclasses for Settlement purposes only:

a. "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

b. "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

[1] Defendant and Named Plaintiff are collectively referred to herein as the "Parties".

c. "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d. "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

e. The proposed Class (composed of Subclasses) satisfies the requirements of a class action because the members of the Class are readily ascertainable, and a well-defined community of interest exists in the questions of law and fact affecting the Parties.

3. Named Plaintiff, AMIRA CHIFFER, is appointed as the class representative. Christopher W. Taylor, Parham Barkhordar and TAYLOR LABOR LAW, P.C. are appointed as class counsel.

4. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best notice practicable. The proposed Notice of Proposed Class Action and PAGA Settlement ("Class Notice"), attached hereto as **Exhibit B** is sufficient to inform Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement and the date and location of the Final Settlement Approval Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Named Plaintiff's and Class Counsel's applications for the class representative's enhancement award, and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class Members' rights to appear individually or through counsel if they desire; (5) how to object to the Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. (California Rule of Court3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are

satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the Class Notice and other notice documents. The Court approves the form of the Objection Form, attached hereto as **Exhibit C** and the Request for Exclusion Form, attached hereto as **Exhibit D.**

5. The Court preliminarily approves (subject to final approval) the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and conditions in the Settlement Agreement.

6. [name] is appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order, including disseminating the Notice Packet according to the notice plan described in the Settlement Agreement.

7. The procedures and 60-day deadline for members of the Class to request exclusion from or to object to the Settlement is adopted as described in the Settlement Agreement. Any Class Member who intends to object to final approval of the Settlement Agreement must submit an objection to the Settlement Administrator by mail in accordance with the Settlement Agreement. Any opposition or reply to an objection or the motion for final approval will be due according to California Code of Civil Procedure Section 1005.

8. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

9. The Motion for Final Approval of the Settlement Agreement, including requests to approve the Class Representative Enhancement payment and Class Counsel's request for attorneys' fees and costs, shall be filed and served no later than _____.

10. A Final Settlement Approval Hearing will be held on _____, at [time], to determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to

continue the date of the final approval hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement. Either Class's Counsel or the Settlement Administrator shall give notice to any Settlement Class Member bringing an Objection of any continuance of the Final Settlement Approval Hearing. At least seven (7) days prior to the filing of the motion for final approval, the SA shall prepare, subject to Class Counsel's/PAGA Member's and Defendant's input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing efforts, and the Class Members'/PAGA Members' responses to those mailing and provide additional information deemed necessary to approve the settlement, including submitting any timely objections to the Court by a declaration filed concurrently with the Named Plaintiff's motion for final approval..

11. In the event the Settlement is not fully and finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. If the Settlement does not become final for any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances, proceedings and documents related to the proposed settlement and shall have no bearing on, and will not be admissible in connection with litigation, whether through issue preclusion or estoppel or otherwise.

Dated: _____

_____
HON. CHRISTOPER B. HARMON
JUDGE, RIVERSIDE COUNTY SUPERIOR COURT

4859-0481-7273.6 / 085064-1008

EXHIBIT E

([PROPOSED] ORDER RE FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT)

4865-8433-4719.4 / 085064-1008

SUPERIOR COURT OF THE STATE OFCALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER,
Plaintiff,
v.

WILLDAN FINANCIAL SERVICES, and DOES 1 through 25,
Defendant.

CASE NO.: CVRI2204377

[PROPOSED] ORDER RE FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO JUDGE CHRISTOPER B. HARMON, DEPT. 10

On _____, at _____ a.m., a hearing was held on the motion of AMIRA CHIFFER ("Named Plaintiff"), for preliminary approval of the proposed class action settlement reached between Plaintiff and defendant WILLDAN FINANCIAL SERVICES ("Defendant") (collectively, the "Parties"). This matter having come before this Court for hearing on ____ at ___ a.m. on Named Plaintiff's unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Parties' Class Action Settlement Agreement and Stipulation ("Settlement Agreement"), pursuant to the Order Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval of Settlement ("Preliminary Approval Order"), adequate notice having been given as required in said Order, and the Court having considered all papers filed and proceedings had herein, and good cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the action and all parties.

2. Based on a review of the papers submitted by Named Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Two Hundred, Twenty Thousand Dollars and Zero Cents ($220,000.00), and the terms set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is attached hereto as **"Exhibit A"** and is hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified herein and for purposes of this Order, the terms used in this Order have the meaning assigned to them in the Settlement Agreement and Notice of Proposed Class Action Settlement and Fairness Hearing ("Class Notice").

3. The Court has determined that the Class Notice provided to the Class pursuant to the Preliminary Approval Order fully and accurately informed all Class Members of the material elements of the proposed Settlement, constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all Class Members.

4. The Court hereby grants full, unconditional and final approval of the Settlement as fair, reasonable and adequate in all respects, determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and

adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

5. Pursuant to California Rule of Court 3.769(d), this Court makes final the conditional class certification contained in the Preliminary Approval Order, and thus certifies a class defined (other than those who opted out) as:

a) "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

b) "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

c) "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d) "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

e) The foregoing classes do not include the following individuals who requested to be excluded from the settlement: [names of opt outs].

6. Plaintiff is hereby appointed and designated, for all purposes, as the Named Plaintiff and representative for the Class, and Christopher W. Taylor, Parham Barkhordar and TAYLOR LABOR LAW, P.C. are appointed as Class Counsel.

7. The Court hereby finds that the Class Notice and all related documents have been mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately described the terms of the proposed Settlement Agreement, the manner in which Class Members could object to or participate in the Settlement, and the manner in which Class Members could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair opportunity has been afforded to Class Members to participate in the proceedings convened to determine whether the proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

8. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an experienced mediator, and all Settlement Class Members, and confers a significant financial benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure Section 382 and California Rule of Court 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further

litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

9. The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting Final Approval. The Court is satisfied with the settlement administration statistics and the explanation for those statistics provided by _____ by way of the Declaration of _____.

10. The Court also hereby approves payment of up to _____ ($) to _____, the appointed Settlement Administrator, for the services it has rendered and will render in administering the Settlement as described more fully in the Settlement Agreement, payable pursuant to the Settlement Agreement. The court also awards $_____ to Named Plaintiff as an enhancement and for a general release, payable pursuant to the Agreement.

11. The Court also awards $_____ in Class Counsel fees and $_____ in costs pursuant to Class Counsel's application, payable pursuant to the Agreement.

12. Pursuant to California Labor Code Section 2698, et *seq*., the Court also hereby approves allocation of Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Gross Settlement Amount as to resolve the claims under the Private Attorneys General Act ("PAGA") and resolve and settle the Released PAGA Claims, and 75% of that amount, or Fifteen Thousand Dollars and Zero Cents ($15,000.00), shall be paid to the California Labor & Workforce Development Agency ("LWDA"), while the remainder shall be paid to PAGA Members as directed in the Settlement Agreement, payable pursuant to the Agreement. Requests for Exclusion will have no impact on the settlement of the claims under the PAGA as approved by the Court. All released PAGA claims will be released for all aggrieved employees irrespective of whether a Class Member submits a Request for Exclusion.

13. _____ shall calculate and administer from the Net Settlement Amount individual Settlement Payments to be made to the Settlement Class Members (including the allocation from the Gross Settlement Amount of such amounts between taxable wages, interest and penalties, as specified in the Settlement Agreement), attorneys' fees and costs to Class Counsel, enhancement award to the Class Representative, and PAGA payment to the LWDA, and payment of employer

taxes that may become due by Defendant as a result of the Settlement, all of which shall be deducted from the Gross Settlement Amount. A total of approximately $_____ will be distributed to the Settlement Class Members. ____ is hereby directed to take all other actions in furtherance of the settlement administration as specified in the Settlement Agreement.

14. The releases, waivers and covenants not to sue by the Named Plaintiff and Settlement Class Members, as set forth in the Settlement Agreement (and all corresponding definitions) and in the Class Notice, are approved and are hereby incorporated by reference and made a part of this Order as though fully set forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiff and Settlement Class Members waive and release the Released Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiff and Settlement Class Members are permanently barred jointly and severally from prosecuting against Defendant and Released Parties any and all of the Named Plaintiff's and Settlement Class Members' Released Claims.

15. The Court approves the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and conditions in the Settlement Agreement. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiff and PAGA Members and the state of California, including the LWDA, waive and release the Released PAGA Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiff and PAGA Members, and the state of California, including the LWDA, are permanently barred jointly and severally from prosecuting against Defendant and Released Parties any and all of the Named Plaintiff's and Released PAGA Claims

16. All rights to appeal this Order have been waived except as specifically permitted in the Settlement Agreement.

17. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order or alter or impact any existing arbitration agreements between Defendant and any Class Member for claims not released by this Order and Judgment.

18. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

19. Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

20. Notice of entry of this Order shall be given to Class Counsel on behalf of Named Plaintiff and all Settlement Class Members and included on the website of the Settlement Administrator through the deadline of Settlement Class Members and PAGA Members to cash checks.

21. The deadline for filing a report regarding the distribution of funds pursuant to the Settlement Agreement is _____.

Dated: _____

_____
HON. CHRISTOPER B. HARMON
JUDGE, RIVERSIDE COUNTY SUPERIOR COURT

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