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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF VENTURA – VENTURA COURTHOUSE
11

12 PAMELA LOUISE HERNANDEZ,
13 individually, and on behalf of all others
similarly situated,

14 Plaintiff,

15 vs.
16

17 AB STAFFING SOLUTIONS, LLC., a
18 California corporation; and DOES 1 through
10, inclusive,

19 Defendants.
20

Case No.: 56-2021-00561570-CU-OE-VTA

CLASS ACTION AND PAGA
REPRESENTATIVE ACTION

[Hon. Ronda McKaig, Dept. 41]

CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE

Complaint filed: December 23, 2021
Trial date: None set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Pamela Louise Hernandez ("Plaintiff") and defendant AB Staffing Solutions, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

- 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned "PAMELA LOUISE HERNANDEZ, individually, and on behalf of all others similarly situated v. AB STAFFING SOLUTIONS, LLC., a California corporation; and DOES 1 thorough 10, inclusive, Case No. 56-2021-00561570-CU-OE-VTA initiated on December 23, 2021, and pending in the Superior Court of the State of California, County of Ventura.
- 1.2. "Administrator" means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. "Aggrieved Employee" means a person employed by AB Staffing Solutions, LLC., in California, and classified as a non-exempt hourly employee who worked for AB Staffing Solutions, LLC and was assigned to Ventura County Medical Center ("VCMC") for at least one day during the PAGA Period.
- 1.5. "Class" means all persons employed by AB Staffing Solutions, LLC., in California, and classified as a non-exempt hourly employee who worked for AB Staffing Solutions, LLC and was assigned to VCMC for at least one day during the Class Period.
- 1.6. "Class Counsel" means Moon Law Group, PC, including Kane Moon, Daniel Park, and Michael Citrin.
- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees

and expenses, respectively, incurred to prosecute the Action.

- 1.8. "Class Data" means Class Member identifying information in AB Staffing Solutions, LLC's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period commencing on December 23, 2017, to July 10, 2023.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Ventura, Department 41, Honorable Ronda McKaig presiding.
- 1.16. "Defendant" means Defendant AB Staffing Solutions, LLC, a California Corporation.
- 1.17. "Defense Counsel" means O'Hagan Meyer LLP, including Katherine C. Den Bleyker and Sohin Gautam.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)

the Judgment is final. The Judgment is final as of the latest of the following occurrences:

(a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means the non-reversionary amount of no less than two hundred ten thousand dollars and zero cents (\$210,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from December 19, 2020, to July 10, 2023.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. "PAGA Notice" means Plaintiff's December 19, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. "PAGA Penalties" means ten-thousand dollars and zero cents (\$10,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means plaintiff Pamela Louise Hernandez.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: Defendant, Defendant's past, present and future parent

corporations, affiliates, affiliates' companies, subsidiaries, divisions, d/b/a's, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, and their current and former employees, accountants, auditors, attorneys, consultants, officers, managers, members, partners, owners directors, shareholders, agents, both individually and in their business capacities.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, which shall be the last date Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On December 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging eight causes of action against Defendant for; (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, and (8) unfair business practices. On March 3, 2022, Plaintiff filed a First Amended Complaint alleging the same causes of action against Defendant and included an additional cause of action for violations arising under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply

with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On June 15, 2023, the Parties participated in an all-day mediation presided over by Steven Rottman, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, documents and information, including timesheets and payroll records, employee personnel documents, and company policy and protocol. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$210,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

1 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of
2 not more than seven thousand five hundred dollars and zero cents (\$7,500.00) in
3 addition to any Individual Class Payment and any Individual PAGA Payment the
4 Class Representative is entitled to receive as a Participating Class Member.
5 Defendant will not oppose Plaintiff's request for a Class Representative Service
6 Payment that does not exceed this amount. As part of the motion for Class Counsel
7 Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
8 approval for any Class Representative Service Payments no later than 16 court
9 days prior to the Final Approval Hearing. If the Court approves a Class
10 Representative Service Payment less than the amount requested, the Administrator
11 will retain the remainder in the Net Settlement Amount. The Administrator will
12 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
13 assumes full responsibility and liability for employee taxes owed on the Class
14 Representative Service Payment.

15 3.2.2. To Class Counsel: A Class Counsel Fees Payment of the greater of one-third (1/3)
16 of the Gross Settlement amount and seventy-thousand dollars and zero cents
17 (\$70,000.00) and a Class Counsel Litigation Expenses Payment of not more than
18 twenty-five thousand dollars and zero cents (\$25,000.00). Defendant will not
19 oppose requests for these payments provided they do not exceed these amounts.
20 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment
21 and Class Litigation Expenses Payment no later than 16 court days prior to the
22 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
23 and/or a Class Counsel Litigation Expenses Payment less than the amounts
24 requested, the Administrator will allocate the remainder to the Net Settlement
25 Amount. Released Parties shall have no liability to Class Counsel or any other
26 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
27 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
28 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

1 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
2 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
3 Litigation Expenses Payment and holds Defendant harmless, and indemnifies
4 Defendant, from any dispute or controversy regarding any division or sharing of
5 any of these Payments.

6 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed twenty
7 thousand dollars and zero cents (\$20,000.00) except for a showing of good cause
8 and as approved by the Court. To the extent the Administration Expenses are less
9 or the Court approves payment less than \$20,000.00, the Administrator will retain
10 the remainder in the Net Settlement Amount.

11 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
12 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
13 by all Participating Class Members during the Class Period and (b) multiplying the
14 result by each Participating Class Member's Workweeks.

15 3.2.4.1. Tax Allocation of Individual Class Payments. 33 1/3% of each Participating
16 Class Member's Individual Class Payment will be allocated to settlement
17 of wage claims (the "Wage Portion"). The Wage Portions are subject to tax
18 withholding and will be reported on an IRS W-2 Form. 66 2/3% of each
19 Participating Class Member's Individual Class Payment will be allocated
20 to settlement of claims for interest and penalties] (the "Non-Wage
21 Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings
22 and will be reported on IRS 1099 Forms. Participating Class Members
23 assume full responsibility and liability for any employee taxes owed on
24 their Individual Class Payment.

25 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
26 Class Payments. Non-Participating Class Members will not receive any
27 Individual Class Payments. The Administrator will retain amounts equal to
28 their Individual Class Payments in the Net Settlement Amount for

distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of ten thousand dollars and zero cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% or seven thousand five hundred dollars and zero cents (\$7,500.00) allocated to the LWDA PAGA Payment and 25% or two thousand five hundred dollars and zero cents (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 40 Class Members who collectively worked a total of 806 Workweeks, and 40 Aggrieved Employees who worked a total 818 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data

1 to Administrator employees who need access to the Class Data to effect and perform under
2 this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
3 discovers that the Class Data omitted class member identifying information and to provide
4 corrected or updated Class Data as soon as reasonably feasible. Without any extension of
5 the deadline by which Defendant must send the Class Data to the Administrator, the
6 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
7 otherwise resolve any issues related to missing or omitted Class Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
9 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
10 taxes by transmitting the funds to the Administrator no later than 30 days after the
11 Effective Date.

12 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
13 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
14 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
15 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
16 Litigation Expenses Payment, and the Class Representative Service Payment.
17 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
18 Payment and the Class Representative Service Payment shall not precede disbursement of
19 Individual Class Payments and Individual PAGA Payments.

20 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First Class
22 U.S. Mail, postage prepaid. The face of each check shall prominently state the
23 date (not less than 180 days after the date of mailing) when the check will be
24 voided. The Administrator will cancel all checks not cashed by the void date. The
25 Administrator will send checks for Individual Settlement Payments to all
26 Participating Class Members (including those for whom Class Notice was returned
27 undelivered). The Administrator will send checks for Individual PAGA Payments
28 to all Aggrieved Employees including Non-Participating Class Members who

1 qualify as Aggrieved Employees (including those for whom Class Notice was
2 returned undelivered). The Administrator may send Participating Class Members a
3 single check combining the Individual Class Payment and the Individual PAGA
4 Payment. Before mailing any checks, the Settlement Administrator must update
5 the recipients' mailing addresses using the National Change of Address Database.

6 4.4.2. The Administrator must conduct a Class Member Address Search for all other
7 Class Members whose checks are returned undelivered without USPS forwarding
8 address. Within 7 days of receiving a returned check the Administrator must re-
9 mail checks to the USPS forwarding address provided or to an address ascertained
10 through the Class Member Address Search. The Administrator need not take
11 further steps to deliver checks to Class Members whose re-mailed checks are
12 returned as undelivered. The Administrator shall promptly send a replacement
13 check to any Class Member whose original check was lost or misplaced, requested
14 by the Class Member prior to the void date.

15 4.4.3. For any Class Member whose Individual Class Payment check or Individual
16 PAGA Payment check is uncashed and cancelled after the void date, the
17 Administrator shall transmit the funds represented by such checks to the California
18 Controller's Unclaimed Property Fund in the name of the Class Member thereby
19 leaving no "unpaid residue" subject to the requirements of California Code of Civil
20 Procedure § 384(b).

21 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
22 not obligate Defendant to confer any additional benefits or make any additional
23 payments to Class Members (such as 401(k) contributions or bonuses) beyond
24 those specified in this Agreement.

5. **RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:**

5.1. **Plaintiff's Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code § 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

5.2. **Release by Participating Class Members Who Are Not Aggrieved Employees:** All Participating Class Members, on behalf of themselves and their respective former and

present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Action, which include the First through Ninth Causes of Action alleged in the operative complaint in the Action (and corresponding requests for relief), namely (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Civil Penalties Under PAGA; and all other claims, rights, demands, liabilities and causes of action that may have been alleged based on the facts alleged in the operative complaint in the Action. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Action, which include the First through Ninth Causes of Action alleged in the operative complaint in the Action (and

corresponding requests for relief) under the California Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698, *et seq.*) alleged in Plaintiff's December 19, 2021 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-858335-21, or any subsequent amendment thereto, and as alleged and reasonably could have been alleged based on the facts asserted in the operative complaint in the Action including for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree that Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code §

2699(I)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator.

- 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Defense counsel is responsible for appearing in Court for the Motion for Preliminary Approval and not opposing such Motion.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected **Simpluris, Inc.** to serve as the Administrator and verified that, as a condition of appointment, **Simpluris, Inc.** agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
3 468B-1.

4 7.4. Notice to Class Members.

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state
7 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
8 the Class Data.

9 7.4.2. Using reasonable efforts to perform as soon as possible, and in no event later than
10 14 days after receiving the Class Data, the Administrator will send to all Class
11 Members identified in the Class Data, via first-class United States Postal Service
12 (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form
13 attached to this Agreement as **Exhibit A**. The Class Notice shall prominently
14 estimate the dollar amounts of any Individual Class Payment and/or Individual
15 PAGA Payment payable to the Class Member, and the number of Workweeks and
16 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
17 Class Notices, the Administrator shall update Class Member addresses using the
18 National Change of Address database.

19 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
20 returned by the USPS as undelivered, the Administrator shall re-mail the Class
21 Notice using any forwarding address provided by the USPS. If the USPS does not
22 provide a forwarding address, the Administrator shall conduct a Class Member
23 Address Search, and re-mail the Class Notice to the most current address obtained.
24 The Administrator has no obligation to make further attempts to locate or send
25 Class Notice to Class Members whose Class Notice is returned by the USPS a
26 second time.

27 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
28 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14

1 days beyond the 60 days otherwise provided in the Class Notice for all Class
2 Members whose notice is re-mailed. The Administrator will inform the Class
3 Member of the extended deadline with the re-mailed Class Notice.

4 7.4.5. If the Administrator, Defense Counsel or Class Counsel is contacted by or
5 otherwise discovers any persons who believe they should have been included in the
6 Class Data and should have received Class Notice, the Parties will expeditiously
7 meet and confer in person or by telephone, and in good faith, in an effort to agree
8 on whether to include them as Class Members. If the Parties agree, such persons
9 will be Class Members entitled to the same rights as other Class Members, and the
10 Administrator will send, via email or overnight delivery, a Class Notice requiring
11 them to exercise options under this Agreement not later than 14 days after receipt
12 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

13 7.5. Requests for Exclusion (Opt-Outs).

14 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
15 must send the Administrator, by fax, email, or mail, a signed written Request for
16 Exclusion not later than 60 days after the Administrator mails the Class Notice
17 (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
18 A Request for Exclusion is a letter from a Class Member or his/her representative
19 that reasonably communicates the Class Member's election to be excluded from
20 the Settlement and includes the Class Member's name, address and email address
21 or telephone number. To be valid, a Request for Exclusion must be timely faxed,
22 emailed, or postmarked by the Response Deadline.

23 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
24 fails to contain all the information specified in the Class Notice. The Administrator
25 shall accept any Request for Exclusion as valid if the Administrator can reasonably
26 ascertain the identity of the person as a Class Member and the Class Member's
27 desire to be excluded. The Administrator's determination shall be final and not
28 appealable or otherwise susceptible to challenge. If the Administrator has reason to

question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall

promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free

1 telephone number to receive Class Member calls, faxes and emails.

2 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
3 promptly review on a rolling basis Requests for Exclusion to ascertain their
4 validity. Not later than 5 days after the expiration of the deadline for submitting
5 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
6 Defense Counsel containing (a) the names and other identifying information of
7 Class Members who have timely submitted valid Requests for Exclusion
8 (“Exclusion List”); (b) the names and other identifying information of Class
9 Members who have submitted invalid Requests for Exclusion; (c) copies of all
10 Requests for Exclusion from Settlement submitted (whether valid or invalid).

11 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
12 reports to Class Counsel and Defense Counsel that, among other things, tally the
13 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
14 Requests for Exclusion (whether valid or invalid) received, objections received,
15 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
16 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
17 Report”). The Weekly Reports must include provide the Administrator’s
18 assessment of the validity of Requests for Exclusion and attach copies of all
19 Requests for Exclusion and objections received.

20 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
21 address and make final decisions consistent with the terms of this Agreement on all
22 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
23 The Administrator’s decision shall be final and not appealable or otherwise
24 susceptible to challenge.

25 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
26 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
27 Administrator will provide to Class Counsel and Defense Counsel, a signed
28 declaration suitable for filing in Court attesting to its due diligence and compliance

with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE

Defendant represents the Class consists of 40 persons as of July 10, 2023, who worked 806 Workweeks throughout the class period. If the total number of Workweeks worked by Class Members during the same Class Period exceeds 806 by ten percent (10%) (i.e., if the actual number of Workweeks worked by Class Members exceeds 806 by more than an additional 81 Workweeks), then the Gross Settlement Amount shall increase, such that if the actual Workweeks worked by Class Members exceeds 887 (806 + 81) Workweeks, then the Gross Settlement Amount shall increase by one percent (1%) for every one percent (1%) increase in Workweeks exceeding the 887 workweek threshold.

9. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed Judgment (collectively

1 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
2 later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
3 will expeditiously meet and confer in person, by telephone, or by video conference, and in good faith, to
4 resolve any disagreements concerning the Motion for Final Approval.

5 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
6 a Participating Class Member, including the right to file responsive documents in Court no
7 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
8 accepted by the Court.

9 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
10 Approval on any material change to the Settlement (including, but not limited to, the scope
11 of release to be granted by Class Members), the Parties will expeditiously work together in
12 good faith to address the Court’s concerns by revising the Agreement as necessary to
13 obtain Final Approval. The Court’s decision to award less than the amounts requested for
14 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
16 a material modification to the Agreement within the meaning of this paragraph.

17 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
18 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
19 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
20 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
21 law.

22 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
24 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
25 Parties, their respective counsel, and all Participating Class Members who did not object to
26 the Settlement as provided in this Agreement, waive all rights to appeal from the
27 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
28 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The

waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint (and corresponding requests for relief) under the California Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698, *et seq.*) have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant

1 reserves the right to contest certification of any class for any reasons, and Defendant
2 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
3 move for class certification on any grounds available and to contest Defendant's defenses.
4 The Settlement, this Agreement and Parties' willingness to settle the Action will have no
5 bearing on, and will not be admissible in connection with, any litigation (except for
6 proceedings to enforce or effectuate the Settlement and this Agreement).

7 10.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
8 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
9 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
10 or cause or permit another person to disclose, disseminate or publicize, any of the terms of
11 the Agreement directly or indirectly, specifically or generally, to any person, corporation,
12 association, government agency, or other entity except: (1) to the Parties' attorneys,
13 accountants, or spouses, all of whom will be instructed to keep this Agreement
14 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
15 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
16 response to an inquiry or subpoena issued by a local, state, or federal government agency.
17 Each Party agrees to immediately notify each other Party of any judicial or agency order,
18 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
19 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
20 other communication, before the filing of the Motion for Preliminary Approval, and to
21 respond to any inquiry from a third party regarding this Agreement or the matters giving
22 rise to this Agreement by stating only that "the matter was resolved," or words to that
23 effect. This paragraph does not restrict Class Counsel's communications with Class
24 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

25 10.3. No Solicitation. The Parties separately agree that they and their respective counsel and
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or
27 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
28 Counsel's ability to communicate with Class Members in accordance with Class Counsel's

1 ethical obligations owed to Class Members.

2 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
3 together with its attached exhibits shall constitute the entire agreement between the Parties
4 relating to the Settlement, superseding any and all oral representations, warranties,
5 covenants, or inducements made to or by any Party.

6 10.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
7 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
8 appropriate action required or permitted to be taken by such Parties pursuant to this
9 Agreement to effectuate its terms, and to execute any other documents reasonably required
10 to effectuate the terms of this Agreement including any amendments to this Agreement.

11 10.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
12 best efforts, in good faith, to implement the Settlement by, among other things, modifying
13 the Settlement Agreement, submitting supplemental evidence and supplementing points
14 and authorities as requested by the Court. In the event the Parties are unable to agree upon
15 the form or content of any document necessary to implement the Settlement, or on any
16 modification of the Agreement that may become necessary to implement the Settlement,
17 the Parties will seek the assistance of a mediator and/or the Court for resolution.

18 10.7. No Prior Assignments. The Parties separately represent and warrant that they have not
19 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
20 encumber to any person or entity and portion of any liability, claim, demand, action, cause
21 of action, or right released and discharged by the Party in this Settlement.

22 10.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
23 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
24 relied upon as such within the meaning of United States Treasury Department Circular 230
25 (31 CFR Part 10, as amended) or otherwise.

26 10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
27 modified, changed, or waived only by an express written instrument signed by all Parties
28 or their representatives, and approved by the Court.

1 10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
2 benefit of, the successors of each of the Parties.

3 10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California,
5 without regard to conflict of law principles.

6 10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
7 this Agreement. This Agreement will not be construed against any Party on the basis that
8 the Party was the drafter or participated in the drafting.

9 10.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
10 during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 10.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to
13 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class
14 Counsel by Defendant in connection with the mediation, other settlement negotiations, or
15 in connection with the Settlement, may be used only with respect to this Settlement, and no
16 other purpose, and may not be used in any way that violates any existing contractual
17 agreement, statute, or rule of court. Not later than 90 days after the date when the Court
18 discharges the Administrator's obligation to provide a Declaration confirming the final pay
19 out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class
20 Data received from Defendant unless, prior to the Court's discharge of the Administrator's
21 obligation, Defendant makes a written request to Class Counsel for the return, rather than
22 the destructions, of Class Data.

23 10.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this
25 Agreement.

26 10.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
27 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day

thereafter.

10.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon, Esq.

Allen Feghali, Esq.

Michael Citrin, Esq.

Moon Law Group, PC

1055 West Seventh Street, Suite 1880

Los Angeles, CA 90017

To Defendant:

Katherine C. Den Bleyker, Esq.

Sohin Gautam, Esq.

O'HAGAN MEYER LLP

550 S. Hope Street, Suite 2400

Los Angeles, California 90071

E-mail: kdenbleyker@ohaganmeyer.com, sgautam@ohaganmeyer.com

10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: 6/24/2024

DocuSigned by:
Pamela Hernandez
F2F7C02764914E1...
By: _____
Plaintiff Pamela Hernandez

Plaintiff's Counsel:

Dated: 06/24/2024

MOON LAW GROUP, PC

By: /s/ Michael Citrin
Kane Moon
Daniel Park
Michael Citrin
Attorneys for Plaintiff

Defendant:

Dated: March 6, 2024

DEFENDANT AB STAFFING SOLUTIONS

By: Matthew Mitchell
Print Name
Matthew Mitchell
Signature
VP, General Counsel
Title

Defendant's Counsel:

Dated: March 6, 2024

O'HAGAN MEYER LLP

By: *Katherine C. Den Bleyker*
Katherine C. Den Bleyker
Sohin Gautam
Attorneys for Defendant AB Staffing Solutions