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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

JESSICA GLORIA, individually, and on behalf
 of all others similarly situated,

Plaintiff,

vs.

HARBOR HEALTH CARE, INC., a California
 corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV46334

CLASS ACTION

[Hon. Carolyn B. Kuhl, Dept. SSC-12]

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT AND CLASS
 NOTICE**

Complaint filed: December 20, 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 Jessica Gloria (“Plaintiff”) and Defendant Harbor Health Care, Inc. (“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 “JESSICA GLORIA, individually, and on behalf of all others similarly situated v. HARBOR HEALTH CARE, INC., a California corporation; and DOES 1 thorough 10, inclusive, Case No. 21STCV463334 initiated on December 20, 2021, and pending in the Superior Court of the State of California, County of Los Angeles.

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 Harbor Health Care, Inc., in California, and classified as a non-exempt hourly employee who worked for Harbor Health Care, Inc. during the PAGA Period.

1.5. “Class” means all persons employed by Harbor Health Care, Inc., in California, and classified as a non-exempt hourly employee who worked for Harbor Health Care, Inc. during the Class Period.

1.6. “Class Counsel” means Moon Law Group, PC, including Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik.

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 Harbor Health Care, Inc.’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 20, 2017 to August 4, 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 Los Angeles.
- 1.16. “Defendant” means Defendant Health Care, Inc., a California Corporation.
- 1.17. “Defense Counsel” means Hanson Bridget LLP including Alfonso Estrada and Rachel Vinson.
- 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 four hundred ninety thousand dollars and zero cents (\$490,000.00) 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 August 4, 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 twenty-thousand dollars and zero cents (\$20,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) 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 Jessica Gloria.

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,

1 their current and former employees, accountants, auditors, attorneys, consultants,
2 officers, managers, members, partners, directors, shareholders, agents, both individually
3 and in their business capacities; and any individual or entity who could be held jointly
4 liable for any of the Released Claims and the Released PAGA Claims.

5 1.42. "Request for Exclusion" means a Class Member's timely and valid submission of a
6 written request to be excluded from the Class Settlement signed by the Class Member.

7 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class
8 Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax,
10 email, or mail his or her Objection to the Settlement. Class Members to whom Notice
11 Packets are resent after having been returned undeliverable to the Administrator shall
12 have an additional 14 calendar days beyond the Response Deadline has expired.

13 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.45. "Workweek" means any week during which a Class Member worked for Defendant for
16 at least one day, during the Class Period.

17 **2. RECITALS.**

18 2.1. On December 20, 2021, Plaintiff commenced this Action by filing a Complaint alleging
19 eight causes of action against Defendant for; (1) failure to pay minimum wages, (2)
20 failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to
21 authorize and permit rest breaks, (5) failure to indemnify necessary business expenses,
22 (6) failure to timely pay final wages at termination, (7) failure to provide accurate
23 itemized wage statements, and (8) unfair business practices. On February 25, 2022,
24 Plaintiff filed a First Amended Complaint alleging the same causes of action against
25 Defendant and included an additional cause of action for violations arising under PAGA.
26 The First Amended Complaint is the operative complaint in the Action (the "Operative
27 Complaint.") Defendant denies the allegations in the Operative Complaint, denies any
28 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 6, 2023 the Parties participated in an all-day mediation presided over by Mark Rudy, 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 \$490,000.00 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 five thousand dollars and zero cents (\$5,000.00) in addition to any
3 Individual Class Payment and any Individual PAGA Payment the Class
4 Representative is entitled to receive as a Participating Class Member. Defendant
5 will not oppose Plaintiff's request for a Class Representative Service Payment
6 that does not exceed this amount. As part of the motion for Class Counsel Fees
7 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
11 Administrator will retain the remainder in the Net Settlement Amount. The
12 Administrator will pay the Class Representative Service Payment using IRS
13 Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
14 owed on the Class Representative Service Payment.

15 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
16 (1/3) of the Gross Settlement amount, which is currently estimated to be one
17 hundred and sixty-three thousand and three hundred and thirty-three dollars and
18 thirty-three cents (\$163,333.33) and a Class Counsel Litigation Expenses
19 Payment of not more than twenty-five thousand dollars and zero cents
20 (\$25,000.00). Defendant will not oppose requests for these payments provided
21 they do not exceed these amounts. Plaintiff and/or Class Counsel will file a
22 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment
23 no later than 16 court days prior to the Final Approval Hearing. If the Court
24 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
25 Expenses Payment less than the amounts requested, the Administrator will
26 allocate the remainder to the Net Settlement Amount. Released Parties shall have
27 no liability to Class Counsel or any other Plaintiff's Counsel arising from any
28 claim to any portion any Class Counsel Fee Payment and/or Class Counsel

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

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

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

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

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any

Individual Class Payments. The Administrator will retain amounts equal to 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 twenty thousand dollars and zero cents (\$20,000.00) to be paid from the Gross Settlement Amount, with 75% or fifteen thousand dollars and zero cents (\$15,000.00) allocated to the LWDA PAGA Payment and 25% or five thousand dollars and zero cents (\$5,000.00) 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 434 Class Members who collectively worked a total of 32,212 Workweeks, and 165 Aggrieved Employees who worked a total of 5,409 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 to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date, and shall transfer all amounts associated with the voided checks via secure wire transfer to the California Controller's Unclaimed Property Fund in the name of

1 the Class Member thereby leaving no “unpaid residue” subject to the
2 requirements of California Code of Civil Procedure § 384(b). The Administrator
3 will send checks for Individual Settlement Payments to all Participating Class
4 Members (including those for whom Class Notice was returned undelivered). The
5 Administrator will send checks for Individual PAGA Payments to all Aggrieved
6 Employees including Non-Participating Class Members who qualify as
7 Aggrieved Employees (including those for whom Class Notice was returned
8 undelivered). The Administrator may send Participating Class Members a single
9 check combining the Individual Class Payment and the Individual PAGA
10 Payment. Before mailing any checks, the Settlement Administrator must update
11 the recipients’ mailing addresses using the National Change of Address Database.

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

21 4.4.3. For any Class Member whose Individual Class Payment check or Individual
22 PAGA Payment check is uncashed and cancelled after the void date, the
23 Administrator shall transmit the funds represented by such checks to the
24 California Controller's Unclaimed Property Fund in the name of the Class
25 Member thereby leaving no "unpaid residue" subject to the requirements of
26 California Code of Civil Procedure § 384(b).

27 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
28 not obligate Defendant to confer any additional benefits or make any additional

1 payments to Class Members (such as 401(k) contributions or bonuses) beyond
2 those specified in this Agreement.

3 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
4 Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all
5 Released Parties as follows:

6 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns
8 generally, release and discharge Released Parties from all claims, transactions, or
9 occurrences that occurred during the Class Period, including, but not limited to: (a) all
10 claims that were, or reasonably could have been, alleged, based on the facts contained, in
11 the Operative Complaint and (b) all PAGA claims that were, or reasonably could have
12 been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
13 Notice, or ascertained during the Action and released under 6.2, below. Plaintiff's
14 Release does not extend to any claims or actions to enforce this Agreement, or to any
15 claims for vested benefits, unemployment benefits, disability benefits, social security
16 benefits, workers' compensation benefits that arose at any time, or based on occurrences
17 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
18 different from, or in addition to, the facts or law that Plaintiff now knows or believes to
19 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in
20 all respects, notwithstanding such different or additional facts or Plaintiff's discovery of
21 them.

22 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
23 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
24 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
25 reads:

26 **A general release does not extend to claims that the creditor or**
27 **releasing party does not know or suspect to exist in his or her**
28 **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: 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 Eighth 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); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) 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 Aggrieved Employees: All Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to 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 Eighth 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(l)(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 and Defense Counsel are jointly 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.

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

1 providing reports state and federal tax authorities.

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

5 7.4. Notice to Class Members.

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

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

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

28 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks

and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs).

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

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not 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

1 Payment and Class Representative Service Payment, the Final Approval and the
2 Judgment. The Administrator will also maintain and monitor an email address
3 and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

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

27 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
28 Plaintiff is required to file the Motion for Final Approval of the Settlement, the

1 Administrator will provide to Class Counsel and Defense Counsel, a signed
2 declaration suitable for filing in Court attesting to its due diligence and
3 compliance with all of its obligations under this Agreement, including, but not
4 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
5 the re-mailing of Class Notices, attempts to locate Class Members, the total
6 number of Requests for Exclusion from Settlement it received (both valid or
7 invalid), the number of written objections and attach the Exclusion List. The
8 Administrator will supplement its declaration as needed or requested by the
9 Parties and/or the Court. Class Counsel is responsible for filing the
10 Administrator's declaration(s) in Court.

11 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will
13 provide Class Counsel and Defense Counsel with a final report detailing its
14 disbursements by employee identification number only of all payments made
15 under this Agreement. At least 15 days before any deadline set by the Court, the
16 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
17 signed declaration suitable for filing in Court attesting to its disbursement of all
18 payments required under this Agreement. Class Counsel is responsible for filing
19 the Administrator's declaration in Court.

20 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

21 Defendant represents the Class consists of 434 persons as of June 6, 2023, who worked 32,212
22 Workweeks at the time of the Parties' mediation. If the total number of Workweeks worked by Class
23 Members during the Class Period exceeds 32,212 by ten percent (10%) (i.e., if the actual number of
24 Workweeks worked by Class Members exceeds 32,212 by more than an additional 3,221 Workweeks),
25 then the Gross Settlement Amount shall increase, such that if the actual Workweeks worked by Class
26 Members exceeds 35,433 (32,212 + 3,221 = 35,433) Workweeks, then the Gross Settlement Amount
27 shall increase by one percent (1%) for every one percent (1%) increase in Workweeks exceeding the
28 35,433 workweek threshold.

1 **9. DEFENDANT’S RIGHT TO WITHDRAW.**

2 After the Settlement Administrator mails the Class Notice, if more than five percent (5%) of the 434
3 Class Members opt-out of the Settlement and the release of the Released Claims, then Defendant shall
4 retain the right, in the exercise of its sole discretion, to nullify, void, and terminate any further
5 obligations under the settlement in advance of the Final Approval Hearing, subject to the Defendant’s
6 obligation to pay any Settlement Administration Costs incurred to date. Defendant shall provide Class
7 Counsel written notice of its intent no less than fourteen (14) days in advance of exercising any right to
8 nullify, rescind, and terminate any further obligations under this provision, and shall agree to meet and
9 confer with Class Counsel about its decision in good faith during the 14-day period.

10 **10. MOTION FOR FINAL APPROVAL.**

11 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a
12 motion for final approval of the Settlement that includes a request for approval of the PAGA settlement
13 under Labor Code § 2699(*l*), a Proposed Final Approval Order and a proposed Judgment (collectively
14 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not
15 later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
16 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
17 disagreements concerning the Motion for Final Approval.

18 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
19 by a Participating Class Member, including the right to file responsive documents in
20 Court no later than five court days prior to the Final Approval Hearing, or as otherwise
21 ordered or accepted by the Court.

22 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the
24 scope of release to be granted by Class Members), the Parties will expeditiously work
25 together in good faith to address the Court’s concerns by revising the Agreement as
26 necessary to obtain Final Approval. The Court’s decision to award less than the amounts
27 requested for the Class Representative Service Payment, Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment

shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If 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.

10.5. 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.

11. ADDITIONAL PROVISIONS.

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

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each

1 Party agrees to immediately notify each other Party of any judicial or agency order,
2 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
3 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation
4 or other communication, before the filing of the Motion for Preliminary Approval, any
5 with third party regarding this Agreement or the matters giving rise to this Agreement
6 except to respond only that “the matter was resolved,” or words to that effect. This
7 paragraph does not restrict Class Counsel’s communications with Class Members in
8 accordance with Class Counsel’s ethical obligations owed to Class Members.

9 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement, or
11 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
12 Counsel’s ability to communicate with Class Members in accordance with Class
13 Counsel’s ethical obligations owed to Class Members.

14 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the
16 Parties relating to the Settlement, superseding any and all oral representations,
17 warranties, covenants, or inducements made to or by any Party.

18 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents reasonably
22 required to effectuate the terms of this Agreement including any amendments to this
23 Agreement.

24 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things,
26 modifying the Settlement Agreement, submitting supplemental evidence and
27 supplementing points and authorities as requested by the Court. In the event the Parties
28 are unable to agree upon the form or content of any document necessary to implement

the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

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

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

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

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or

in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

11.17. 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.
Jacquelyne VanEmmerik, Esq.
Moon Law Group, PC
1055 West Seventh Street, Suite 1880
Los Angeles, CA 90017

To Defendant:

Alfonso Estrada, Esq.
Rachel J. Vinson, Esq.
Hanson Bridgett, LLP
777 S. Figueroa Street, Suite 4200
Los Angeles, California 90017

11.18. 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.

11.19. 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.

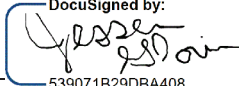
Plaintiff & Class Representative:

9/29/2023

Dated: September __, 2023

By: _____

Plaintiff Jessica Gloria

DocuSigned by:

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Plaintiff's Counsel:

Dated: September __, 2023

MOON LAW GROUP, PC

By: _____

Kane Moon
 Allen Feghali
 Jacquelyne VanEmmerik

Attorneys for Plaintiff

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Defendant:

9/29/2023

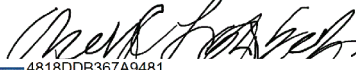
Dated: September __, 2023

DEFENDANT HARBOR HEALTH CARE, INC.

By: _____

Cheryl Loflin-Wertz

DocuSigned by:


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Signature

CEO, HARBOR HEALTH CARE, INC.

Defendant's Counsel:

Dated: September 29, 2023

HANSON BRIDGETT LLP



By: _____

Alfonso Estrada

Rachel J. Vinson

Attorneys for Defendant HARBOR HEALTH
CARE, INC.