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[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TONI A. GOODEN on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

ASTRIX TECHNOLOGY, LLC et al. a
Delaware limited liability company; and
DOES 1 through 100, inclusive

Defendants.

CASE NO.: 21STCV45436

[Assigned for all purposes to the Hon.
Laura A. Seigle, in Dept. 17]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: December 14, 2021
Trial Date: None Set

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15 Attorneys for Defendant, ASTRIX TECHNOLOGY, LLC et al.

1 This Class and PAGA Settlement Agreement (“Agreement” or “Settlement Agreement”)
2 is made by and between Plaintiffs TONI A. GOODEN (“Plaintiff Gooden”) and GRACE
3 WEISSMULLER (“Plaintiff Weissmuller,” and together with Plaintiff Gooden, “Plaintiffs”) and
4 Defendant ASTRIX TECHNOLOGY, LLC (“Defendant”). The Agreement refers to Plaintiffs and
5 Defendant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action(s)” means the Plaintiffs’ lawsuits alleging wage and hour violations, against
8 Defendant, captioned *Toni A. Gooden v. Astrix Technology, LLC et al.*, Case No. 21STCV45436,
9 initiated on December 14, 2021, and pending in Superior Court of the State of California, County
10 of Los Angeles; alleging civil penalties under California Private Attorneys’ General Act of 2004,
11 California Labor Code § 2698 et seq., against Defendant, captioned *Toni A. Gooden v. Astrix*
12 *Technology, LLC et al.*, Case No. 22STCV10246, initiated on March 24, 2022, and pending in
13 Superior Court of the State of California, County of Los Angeles; and alleging wage and hour
14 violations, against Defendant, captioned *Grace Weissmuller v. Astrix Technology, LLC, et al.*, Case
15 No. 23STCV21893, initiated on September 12, 2023, and pending in Superior Court of the State
16 of California, County of Los Angeles.

17 1.2. “Administrator” means Apex Class Action LLC (“Apex”), the neutral entity Plaintiffs have
18 agreed to appoint to administer the Settlement.

19 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
20 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
21 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
22 Approval of the Settlement.

23 1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendant
24 as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

25 1.5. “Class” means all persons currently or formerly employed by Defendant as non-exempt,
26 hourly-paid employees during the Class Period in the State of California.

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1 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
2 and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone
3 Law, APC.

4 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
5 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
6 expenses, respectively, incurred to prosecute the Actions.

7 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
8 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last
9 known telephone number(s); (4) last four digits of the last known Social Security Number(s); and
10 (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation
11 date(s)).

12 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or
13 Non-Participating Class Member (including a Non- Participating Class Member who qualifies as
14 an Aggrieved Employee).

15 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
16 current Class Member mailing addresses using all reasonably available sources, methods, and
17 means including, but not limited to, the National Change of Address database, skip traces, and
18 direct contact by the Administrator with Class Members.

19 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
20 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
21 Class Members in English and Spanish in the form, without material variation, attached as **Exhibit**
22 **A** and incorporated by reference into this Agreement.

23 1.12. “Class Period” means the period from December 14, 2017, through December 31, 2024.

24 1.13. “Class Representatives” means the named Plaintiffs in the operative complaints in the
25 Actions seeking Court approval to serve as Class Representatives.

26 1.14. “Class Representative Incentive Award(s)” means the payments to the Class
27 Representatives for initiating the Actions and providing services in support of the Actions.

28 1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named Defendant ASTRIX TECHNOLOGY, LLC.

1.17. “Defense Counsel” means Justin T. Goodwin, Destiny Lopez, and Erik P. Mortensen of DTO Law.

1.18. “Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; 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 the 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 Order” 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 based upon the Final Approval Order.

1.22. “Gross Settlement Amount” means \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Incentive Awards, and Administration Expenses Payment.

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 employed 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 employed during the PAGA Period.

1 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval
2 Order.

3 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
4 entitled, under Labor Code section 2699, subd. (i).

5 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under
6 Labor Code section 2699, subd. (i).

7 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
8 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
9 Payment, Class Representative Incentive Awards, Class Counsel Fees Payment, Class Counsel
10 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid
11 to Participating Class Members as Individual Class Payments.

12 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
13 Settlement by sending the Administrator a valid and timely Request for Exclusion.

14 1.30. “Operative Complaint” means the Second Amended Complaint to be filed in the Class
15 Action.

16 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee was
17 employed by Defendant for at least one day during the PAGA Period, based on hire dates, re-hire
18 dates (as applicable), and termination dates (as applicable).

19 1.32. “PAGA Period” means the period from December 9, 2020, through December 31, 2024.

20 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

21 1.34. “PAGA Notice(s)” means Plaintiff Gooden’s December 9, 2021, letter and Plaintiff
22 Weissmuller’s July 27, 2023 letter to Defendant and the LWDA, providing notice pursuant to Labor
23 Code section 2699.3 subd. (a).

24 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
25 Gross Settlement Amount (\$100,000.00), allocated 25% to the Aggrieved Employees (\$25,000.00)
26 and 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

27 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
28 timely Request for Exclusion from the Settlement.

1 1.37. "Plaintiffs," "Named Plaintiffs," or "Class Representatives" means Toni A. Gooden and
2 Grace Weissmuller, the named Plaintiffs in the Actions.

3 1.38. "Preliminary Approval" means the date on which the Court enters the Preliminary
4 Approval Order.

5 1.39. "Preliminary Approval Order" means the proposed order granting preliminary approval
6 and approval of PAGA Settlement.

7 1.40. "Released Class Claims" means the claims being released as described in Paragraphs 5.2
8 and 5.3 below.

9 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
10 below.

11 1.42. "Released Parties" means Defendant and each of its former and present directors, officers,
12 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
13 subsidiaries, parents, affiliates, and staffing clients, including Fulgent Therapeutics LLC, Fulgent
14 Genetics, Inc., Fulgent Pharma LLC, and each of their subsidiaries, parents, affiliates, related
15 companies, and predecessors, and any managing agents, owners, employees, servants, agents,
16 directors, officers, representatives, and attorneys (and the servants, agents, owners, employees,
17 directors, investors, officers, representatives, and attorneys of any such subsidiaries, parents,
18 predecessors, or affiliates), and all persons acting by, through, under, or in concert with any of
19 them, and each of their respective heirs, successors, and assigns.

20 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be
21 excluded from the Class Settlement signed by the Class Member.

22 1.44. "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class
23 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)
24 mail Requests for Exclusion from the Settlement, (b) mail written objections to the Settlement, or
25 (c) mail challenges to Workweeks and/or PAGA Pay Periods. Class Members to whom Class
26 Notices are re-sent after having been returned undeliverable to the Administrator shall have an
27 additional 15 days beyond the Response Deadline has expired.

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1 1.45. "Settlement" means the disposition of the Actions effected by this Agreement and the
2 Judgment.

3 1.46. "Workweek" means any week during which a Class Member was employed by Defendant
4 for at least one day during the Class Period in California, based on hire dates, re-hire dates (as
5 applicable), and termination dates (as applicable).

6 2. RECITALS

7 2.1. On December 9, 2021, Plaintiff Gooden filed with the LWDA and served on Defendant a
8 notice under Labor Code section 2699.3, stating Plaintiff Gooden intended to serve as a proxy of
9 the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for
10 various Labor Code violations.

11 2.2. On December 14, 2021, Plaintiff Gooden filed a putative class action complaint against
12 Defendant, Los Angeles Superior Court Case No. 21STCV45436 (the "Class Action").

13 2.3. On March 24, 2022, Plaintiff Gooden filed a separate representative action under PAGA
14 against Defendant in Los Angeles Superior Court, Case No. 22STCV10246 (the "PAGA Action").

15 2.4. On July 27, 2023, Plaintiff Weissmuller filed with the LWDA and served on Defendant a
16 notice under Labor Code section 2699.3, stating Plaintiff Weissmuller intended to serve as a proxy
17 of the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for
18 various Labor Code violations

19 2.5. On September 12, 2023, Plaintiff Weissmuller filed a class action complaint against
20 Defendant, Fulgent Genetics, Inc., Fulgent Therapeutics LLC, and Fulgent Pharma LLC in the
21 Superior Court of the State of California, County of Los Angeles, Case No. 23STCV21893 (the
22 "Weissmuller Action"), alleging various violations of the California Labor Code and California
23 Business & Professions Code section 17200.

24 2.6. On January 8, 2024, Plaintiff Weissmuller filed an amended complaint in the Weissmuller
25 Action against Defendant and Fulgent Therapeutics LLC.

26 2.7. On November 2, 2024, the Parties participated in an all-day mediation presided over by
27 Ms. Lynn Frank, which led to the Parties reaching an agreement to settle the Action.

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1 2.8. Prior to mediation, Plaintiffs obtained, through informal discovery: (a) time and pay data
2 for a sampling of putative Class Members in the Class Period; (b) Defendant's policy documents
3 in effect during the Class Period; and (c) documents pertaining to Plaintiffs.

4 2.9. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in
5 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
6 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*")

7 2.10. The Court has not granted class certification.

8 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
9 other pending matter or action asserting claims that will be extinguished or affected by the
10 Settlement.

11 2.12. As part of this Agreement, the Parties agree to stipulate to Plaintiffs filing a Second
12 Amended Complaint in the Class Action that effectively consolidates the allegations of the Class
13 Action, the PAGA Action, and the Weissmuller Action within the Class Action for settlement
14 approval. Upon the acceptance of the Second Amended Complaint in the Class Action, Plaintiffs
15 shall dismiss the PAGA Action and Weissmuller Action without prejudice. In the event that the
16 Court does not grant final approval of the Settlement, Plaintiffs will be permitted to separately
17 refile the PAGA Action and Weissmuller Action without prejudice, and the filings shall relate back
18 to the original filing date of the PAGA Action and Weissmuller Action, respectively.

19 3. MONETARY TERMS

20 3.1. Gross Settlement Amount. Defendant promises to pay \$2,300,000.00 as the Gross
21 Settlement Amount, unless increased pursuant to Paragraph 8 of this Agreement, and to separately
22 pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class
23 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes)
24 prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse
25 the entire Gross Settlement Amount without asking or requiring Participating Class Members or
26 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross
27 Settlement Amount will revert to Defendant.

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1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
2 following payments from the Gross Settlement Amount, in the amounts specified by the Court in
3 the Final Approval Order:

4 3.2.1. To Plaintiffs: Class Representative Incentive Awards to Plaintiffs in the amount of
5 \$7,500.00 each, for a total of \$15,000.00, in addition to any Individual Class Payment
6 and any Individual PAGA Payment Plaintiffs are entitled to receive as Participating
7 Class Members and Aggrieved Employees. Defendant will not oppose Plaintiffs' request
8 for Class Representative Incentive Awards that do not exceed these amounts. As part of
9 the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses
10 Payment, Plaintiffs will seek Court approval for any Class Representative Incentive
11 Award prior to the Final Approval Hearing. If the Court approves a Class Representative
12 Incentive Award less than the amount requested, the Administrator will retain the
13 remainder in the Net Settlement Amount and shall be distributed to Participating Class
14 Members as part of their Individual Class Payment. The Administrator will pay the Class
15 Representative Incentive Awards using IRS Form 1099. Plaintiffs assume full
16 responsibility and liability for any applicable employee taxes owed on the Class
17 Representative Incentive Awards.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
19 of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8 of this
20 Agreement, is currently estimated to be \$766,666.67 and a Class Counsel Litigation
21 Expenses Payment of not more than \$60,000.00. Defendant will not oppose requests for
22 these payments provided they do not exceed these amounts. Plaintiffs and/or Class
23 Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel
24 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
25 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
26 than the amounts requested, the Administrator will allocate the remainder to the Net
27 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
28 other Plaintiffs' counsel arising from any claim to any portion of the Class Counsel Fee

1 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
2 pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment
3 using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability
4 for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
5 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any
6 dispute or controversy regarding any division or sharing of any of these payments. There
7 will be no additional charge of any kind to either the Class Members or request for
8 additional consideration from Defendant for such work unless, Defendant materially
9 breaches this Agreement, including any term regarding funding, and further efforts are
10 necessary from Class Counsel to remedy said breach, including, without limitation,
11 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
12 and/or litigation costs and expenses in amounts that are less than the amounts provided
13 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
15 \$15,000.00 except for a showing of good cause and as approved by the Court. To the
16 extent the Administrator's expenses are less or the Court approves payment less than
17 \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

18 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
19 (a) dividing the Net Settlement Amount by the total number of Workweeks employed by
20 all Participating Class Members during the Class Period and (b) multiplying the result
21 by each Participating Class Member's Workweeks.

22 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
23 Class Member's Individual Class Payment will be allocated to settlement of wage
24 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding
25 and will be reported on an IRS W-2 Form. The 80% of each Participating Class
26 Member's Individual Class Payment will be allocated to settlement of claims for
27 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not
28 subject to wage withholdings and will be reported on IRS 1099 Forms.

Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual 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 \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) 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 (\$25,000.00) by the total number of PAGA Pay Periods employed by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA 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 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,064 Class Members who collectively worked approximately 35,310 Workweeks, and 755 Aggrieved Employees who worked approximately 22,003 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after Preliminary Approval, 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 the 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. 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 Incentive Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Incentive Awards 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. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class

1 Notice was returned undelivered). The Administrator may send Participating Class
2 Members a single check combining the Individual Class Payment and the Individual
3 PAGA Payment in each installment. Before mailing any checks, the Settlement
4 Administrator must update the recipients' mailing addresses using the National Change
5 of Address Database.

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

15 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
16 Payment check is uncashed and cancelled after the void date, the Administrator shall
17 transmit the funds represented by such checks to Legal Aid at Work, 180 Montgomery
18 St., Suite 600, San Francisco, California 94104 ("Cy Pres Recipient") for use in any
19 county in need in California. The Parties, Class Counsel and Defense Counsel represent
20 that they have no interest or relationship, financial or otherwise, with the Cy Pres
21 Recipient.

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

26 **5. RELEASE OF CLAIMS**

27 Effective upon entry of the Final Approval Order and Judgment and on the date after
28 Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the

1 Wage Portion of the Individual Class Payments, Plaintiffs and Class Members will release claims
2 against all Released Parties as follows:

3 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
5 and discharge the Released Parties from all claims, transactions, or occurrences, including, but not
6 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
7 contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have
8 been, alleged, based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices
9 ("Plaintiffs' Release"). The Plaintiffs' Release does not extend to any claims or actions to enforce
10 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
11 social security benefits, workers' compensation benefits that arose at any time, or based on
12 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or
13 law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true
14 but agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

16 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
17 purposes of the Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
19 reads:

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

24 5.2. Release of Class Claims. All Participating Class Members, on behalf of themselves and
25 their respective former and present representatives, agents, attorneys, heirs, administrators,
26 successors and assigns, waive and release the Released Parties from all claims, rights, demands,
27 damages, liabilities, and causes of action, in law or in equity, which were alleged or which could
28 have been reasonably alleged based on the factual allegations in the Operative Complaint, arising

1 at any time during the Class Period, including but not limited to, any and all claims involving any
2 alleged failure to pay minimum wages, failure to pay overtime, failure to provide meal periods or
3 additional pay in lieu thereof, failure to provide rest breaks or additional pay in lieu thereof, failure
4 to timely pay wages (including at least minimum wage for all time worked, overtime wages for all
5 overtime hours worked, accrued unused vacation, meal period premium wages, and/or rest period
6 premium wages) upon separation, failure to timely pay wages owed during employment,
7 inaccurate itemized wage statements; and any alleged violation of California Labor Code sections
8 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 1197.1, the applicable California
9 Industrial Welfare Commission Wage Orders, and all related or corresponding federal laws; and
10 any alleged unfair business practices in violation of California Business and Professions Code
11 section 17200 et seq. (the “Released Class Claims”). This release does not cover any employees
12 directly employed by any of Defendant’s clients with respect to any claims that arose while such
13 employees were not employed by Defendant.

14 5.2.1. The Final Approval Order will include a provision enjoining Plaintiff and any
15 Participating Class Members from pursuing any Released Class Claims.

16 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
17 release any other claims, including claims for vested benefits, wrongful termination, violation of
18 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
19 workers’ compensation, or claims based on facts occurring outside the Class Period.

20 5.4. Aggrieved Employees’ Release of PAGA Claims. All Aggrieved Employees are deemed
21 to release, on behalf of themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for
23 PAGA penalties under California Labor Code sections 2698 through 2699.5, that were alleged, or
24 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
25 Complaint and PAGA Notices and which occurred during the PAGA Period, including any and all
26 claims for PAGA penalties for any alleged failure to pay minimum wages, failure to pay overtime,
27 failure to provide meal periods or additional pay in lieu thereof, failure to provide rest breaks or
28 additional pay in lieu thereof, failure to timely pay wages (including at least minimum wage for

1 all time worked, overtime wages for all overtime hours worked, accrued unused vacation, meal
2 period premium wages, and/or rest period premium wages) upon separation, failure to timely pay
3 wages owed during employment, and inaccurate itemized wage statements, and claims for any
4 alleged violation of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194,
5 1197, and 1197.1 (the “Released PAGA Claims”). This release does not cover any employees
6 directly employed by any of Defendant’s clients with respect to any claims that arose while such
7 employees were not employed by Defendant.

8 **6. MOTION FOR PRELIMINARY APPROVAL**

9 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
10 for Preliminary Approval”) that complies with the Court’s current checklist for preliminary
11 approvals.

12 6.1. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to
13 Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts
14 relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

15 6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
16 documents necessary for obtaining preliminary approval, including: (i) a draft of the notice, and
17 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
18 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
19 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval Order; (iii) a draft
20 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to
21 exceed” bid for administering the Settlement and attesting to its willingness to serve; competency;
22 operative procedures for protecting the security of Class Data; amounts of insurance coverage for
23 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
24 potential conflicts of interest with Class Members and the Cy Pres Recipient; and the nature and
25 extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed
26 declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts
27 relevant to any actual or potential conflicts of interest with Class Members and the Cy Pres
28 Recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to

1 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
2 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
3 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
4 subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class
5 Members and the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that
6 they are not aware of any other pending matter or action asserting claims that will be extinguished
7 or adversely affected by the Settlement.

8 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
9 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution
10 of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and
11 for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel
12 is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

13 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
14 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
15 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
16 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
17 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
18 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
19 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's
20 concerns.

21 7. SETTLEMENT ADMINISTRATION

22 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
23 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
24 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
25 the Administration Expenses Payment. The Parties and their Counsel represent that they have no
26 interest or relationship, financial or otherwise, with the Administrator other than a professional
27 relationship arising out of prior experiences administering settlements.

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1 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
2 Identification Number for purposes of calculating payroll tax withholdings and providing reports
3 state and federal tax authorities.

4 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
5 the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section
6 468B-1.

7 7.4. Notice to Class Members

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

11 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
12 after receiving the Class Data, the Administrator will send to all Class Members identified
13 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
14 Notice with Spanish translation, substantially in the form attached to this Agreement as
15 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
16 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to
17 the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
18 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
19 update Class 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 Notice
21 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
22 using any forwarding address provided by the USPS. If the USPS does not provide a
23 forwarding address, the Administrator shall conduct a Class Member Address Search, and
24 re-mail the Class Notice to the most current address obtained. The Administrator has no
25 obligation to make further attempts to locate or send a Class Notice to Class Members
26 whose Class Notice is returned by the USPS a second time.

27 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks
28 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 15

1 days beyond the 45 days otherwise provided in the Class Notice for all Class Members
2 whose notice is re-mailed. The Administrator will inform the Class Member of the
3 extended deadline with the re-mailed Class Notice.

4 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
5 discover any persons who believe they should have been included in the Class Data and
6 should have received Class Notice, the Parties will expeditiously meet and confer, in good
7 faith, in an effort to agree on whether to include them as Class Members. If the Parties
8 agree, such persons will be Class Members entitled to the same rights as other Class
9 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
10 requiring them to exercise options under this Agreement not later than 15 days after
11 receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

12 7.5. Requests for Exclusion (Opt-Outs).

13 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
14 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
15 not later than 45 days after the Administrator mails the Class Notice (plus an additional
16 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
17 is a letter from a Class Member or the Class Member's representative, signed by the Class
18 Member, that reasonably communicates the Class Member's election to be excluded from
19 the Class Settlement and includes the Class Member's full name, signature, last four digits
20 of their Social Security Number, address, and email address or telephone number. To be
21 valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

22 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
23 to contain all the information specified in the Class Notice. The Administrator shall
24 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
25 the identity of the person as a Class Member and the Class Member's desire to be
26 excluded. The Administrator's determination shall be final and not appealable or
27 otherwise susceptible to challenge. If the Administrator has reason to question the
28 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' release 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 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or 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 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 and/or PAGA Pay Periods 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 PAGA 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 PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

1 7.7. Objections to Settlement

2 7.7.1. Only Participating Class Members may object to the class action components of the
3 Settlement and/or this Agreement, including contesting the fairness of the Settlement,
4 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and/or Class Representative Incentive Awards.

6 7.7.2. Participating Class Members may send written objections to the Administrator, by
7 mail. In the alternative, Participating Class Members may appear in Court (or hire an
8 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
9 A Participating Class Member who elects to send a written objection to the Administrator
10 must do so not later than 45 days after the Administrator's mailing of the Class Notice
11 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

12 7.7.3. Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will maintain
17 and use an internet website to post information of interest to Class Members including
18 the date, time, and location for the Final Approval Hearing and copies of the Settlement
19 Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class
20 Notice, the Motion for Final Approval, the motion for Class Counsel Fees Payment, Class
21 Counsel Litigation Expenses Payment, and Class Representative Incentive Awards, the
22 Final Approval Order, and the Final Judgment. The Administrator will also maintain and
23 monitor an email address and a toll-free telephone number to receive Class Member calls
24 and emails.

25 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
26 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
27 later than 5 days after the expiration of the deadline for submitting Requests for
28 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel

1 containing (a) the names and other identifying information of Class Members who have
2 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
3 identifying information of Class Members who have submitted invalid Requests for
4 Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or
5 invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally the number
8 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, challenges to
10 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for
11 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
12 Weekly Reports must include the Administrator’s assessment of the validity of the
13 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
14 received.

15 7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
16 authority to address and make final decisions consistent with the terms of this Agreement
17 on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay
18 Periods. The Administrator’s decision shall be final and not appealable or otherwise
19 susceptible to challenge.

20 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to file
21 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
22 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due
23 diligence and compliance with all of its obligations under this Agreement, including, but
24 not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered,
25 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
26 Requests for Exclusion from Settlement it received (both valid or invalid), the number of
27 written objections, and attach the Exclusion List. The Administrator will supplement its
28

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
2 responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
5 Counsel and Defense Counsel with a final report detailing its disbursements by employee
6 identification number only of all payments made under this Agreement. At least 7 days
7 before any deadline set by the Court, the Administrator will prepare, and submit to Class
8 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
9 to its disbursement of all payments required under this Agreement. Class Counsel is
10 responsible for filing the Administrator's declaration in Court.

11 **8. ESCALATOR CLAUSE**

12 Prior to the mediation, Defendant estimated there to be fewer than 31,000 Workweeks
13 during the Class Period. In the event the number of Workweeks exceeds 31,000 by more than 10%
14 (i.e., an additional 3,100 Workweeks for a total of 34,100 Workweeks), then Defendant shall make
15 an election that one of the following occur: (1) either the Gross Settlement Amount shall be
16 increased proportionally by the Workweeks in excess of 34,100 multiplied by the Workweek
17 Value; or (2) the Class Period and PAGA Period (as well as the end date for the release periods)
18 will end on the date that the number of Workweeks, when starting from the first day of the Class
19 Period, reaches 34,100 Workweeks. The Workweek Value shall be calculated by dividing the
20 Gross Settlement Amount by 31,000 and, thus, the Parties agree that the Workweek Value amounts
21 to, and the settlement amounts, to \$74.19 per Workweek ($\$2,300,000 / 31,000$ Workweeks). Thus,
22 for example, should Defendant elect the former of the two options, and there are 35,000
23 Workweeks in the Class Period, then the GSA shall be increased by \$66,771 ($[35,000 \text{ Workweeks}$
24 $- 34,100 \text{ Workweeks}] \times \$74.19 / \text{Workweek}$). Defendant must exercise its election pursuant to this
25 Paragraph at least 60 days before the first set hearing on the Motion for Preliminary Approval or
26 it will be assumed Defendant has elected Option 1 in this Paragraph. Any said election may be
27 reflected by declaration testimony, an addendum of the settlement, or an amendment thereto.

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

2 If the number of valid and timely Requests for Exclusion identified in the Exclusion List
3 exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to
4 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall
5 be void ab initio, have no force or effect whatsoever, and that neither Party will have any further
6 obligation to perform under this Agreement; provided, however, Defendant will remain
7 responsible for paying all of the Administrator’s expenses incurred to that point. Defendant must
8 notify Class Counsel and the Court of its election to withdraw not later than 7 days after the
9 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10 **10. MOTION FOR FINAL APPROVAL**

11 Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
12 final approval of the Settlement that includes a request for approval of the PAGA settlement under
13 Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment
14 (collectively, “Motion for Final Approval”). Plaintiffs shall use best reasonable efforts to provide
15 drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for
16 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in
17 good faith, to resolve any disagreements concerning the Motion for Final Approval.

18 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
19 a Participating Class Member, including the right to file responsive documents in Court no later
20 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
21 Court.

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

1 Expenses Payment shall not constitute a material modification to the Agreement within the
2 meaning of this Paragraph.

3 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final
4 Judgment, the Court will retain jurisdiction over the Parties, Class Action, and the Settlement
5 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
6 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
9 Counsel Litigation Expenses Payment reflected set forth in the Settlement, the Parties, their
10 respective counsel, and all Participating Class Members who did not object to the Settlement as
11 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
12 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
13 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
14 the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the
15 Parties' obligations to perform under this Agreement will be suspended until such time as the
16 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
17 the amount of the Net Settlement Amount.

18 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
19 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
20 modification of this Agreement (including, but not limited to, the scope of releases to be granted
21 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
22 expeditiously work together in good faith to address the appellate court's concerns and to obtain
23 final approval and entry of the Judgment, sharing, on a 50-50 basis, any additional Administrator
24 expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
25 the Court's award of the Class Representative Incentive Awards or any payments to Class Counsel
26 shall not constitute a material modification of the Judgment within the meaning of this Paragraph,
27 as long as the Gross Settlement Amount remains unchanged.

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1 **11. AMENDED JUDGMENT**

2 If any amended judgment is required under the Code of Civil Procedure section 384, the
3 Parties will work together in good faith to jointly submit a proposed amended judgment.

4 **12. ADDITIONAL PROVISIONS**

5 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other
6 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
8 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
9 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
10 Defendant's defenses in the Actions have merit. The Parties agree that class certification and
11 representative treatment is for purposes of the Settlement only. If, for any reason the Court does
12 not grant preliminary approval, final approval, or enter the Final Judgment, Defendant reserves the
13 right to contest certification of any class for any reasons, and Defendant reserves all available
14 defenses to the claims in the Actions, and Plaintiffs reserves the right to move for class certification
15 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement,
16 and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible
17 in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
18 and this Agreement).

19 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and
20 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is
21 filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit
22 another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly
23 or indirectly, specifically or generally, to any person, corporation, association, government agency,
24 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
25 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
26 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
27 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
28 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,

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

8 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
9 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
10 from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel’s ability
11 to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed
12 to Class Members.

13 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties relating
15 to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence, and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of the mediator and/or the Court for resolution.

1 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in the Settlement.

5 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in the Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
8 10, as amended) or otherwise.

9 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed or agreed to by all
11 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
12 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part
13 of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments
14 of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the
15 Parties once fully executed, which includes, but is not limited to, authorization of the use of
16 signatures previously provided by the Parties.

17 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California, without regard
21 to conflict of law principles.

22 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the Party
24 was the drafter or participated in the drafting

25 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during the Actions and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement.

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1 12.14. Use and Return of Class Data. Information provided to Plaintiffs and Class Counsel
2 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
3 Plaintiffs and Class Counsel by Defendant in connection with the mediation, other settlement
4 negotiations, or in connection with the Settlement, may be used only with respect to the Settlement,
5 and no other purpose, and may not be used in any way that violates any existing contractual
6 agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges
7 the Administrator's obligation to provide a declaration confirming the final pay out of all
8 Settlement funds, Plaintiffs and Class Counsel shall, upon written request of Defendant, destroy
9 all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's
10 discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel
11 for the return, rather than the destructions, of Class Data.

12 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
15 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
16 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

17 12.17. Notice. All notices, demands or other communications between the Parties in connection
18 with this Agreement will be in writing and deemed to have been duly given as of the third business
19 day after mailing by United States mail, or the day sent by email or messenger, addressed as
20 follows:

21 To Plaintiffs or Class Counsel:

22 BIBIYAN LAW GROUP, P.C.
23 David D. Bibiyan
24 *david@tomorrowlaw.com*
25 Vedang J. Patel
26 *vedang@tomorrowlaw.com*
27 1460 Westwood Blvd.
28 Los Angeles, California 90024

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1 jfang@blackstonepc.com
Alexandra Rose
2 arose@blackstonepc.com
8383 Wilshire Boulevard, Suite 745
3 Beverly Hills, CA 90211

4 To Defendant or Defense Counsel:

5 Justin T. Goodwin
jgoodwin@dtolaw.com
6 915 Wilshire Blvd., Suite 1950
7 Los Angeles, CA 90017

8 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
9 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
10 of this Agreement shall be accepted as an original. All executed counterparts and each of them
11 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
12 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
13 the existence and contents of this Agreement.

14 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
15 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
16 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
17 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
18 process.

19 **12.20. Severability**. In the event that one or more of the provisions contained in this Agreement
20 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
21 illegality, or unenforceability shall in no way effect any other provision; provided, however, that
22 if any fundamental term or provision, including without limitation, Section 5, is invalid, illegal,
23 or unenforceable, such invalidity, illegality, or unenforceability shall in no way effect any other
24 provision if Defense Counsel and Class Counsel, on behalf of the Parties and the Class, mutually
25 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
26 included in this Agreement.

27 **IT IS SO AGREED:**

28 [SIGNATURE PAGE FOLLOWS]

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Date: 15/05/2025

Toni Gooden
Toni Gooden (May 15, 2025 10:47 PDT)
Plaintiff TONI A. GOODEN

Date:

Plaintiff GRACE WEISSMULLER

Date: 05 / 20 / 2025

Jen Moyer
Full Name: Jen Moyer
Title: Chief Human Resources Officer
On behalf of Defendant ASTRIX
TECHNOLOGY, LLC

AGREED AS TO FORM ONLY:

Date: May 15, 2025

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Gooden

Date:

JONATHAN M. GENISH
MIRIAM L. SCHIMMEL
JOANA FANG
ALEXANDRA ROSE
Counsel for Plaintiff Weissmuller

Date: May 21, 2025

Justin T. Goodwin
JUSTIN T. GOODWIN
DESTINY LOPEZ
ERIK P. MORTENSEN
Counsel for Defendant

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Date: 15/05/2025

Toni Gooden
Toni Gooden (May 15, 2025 10:47 PDT)
Plaintiff TONI A. GOODEN

Date: 05/19/2025

Grace Weissmuller
Plaintiff GRACE WEISSMULLER

Date:

Full Name: _____
Title: _____
On behalf of Defendant ASTRIX
TECHNOLOGY, LLC

AGREED AS TO FORM ONLY:

Date: May 15, 2025

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Gooden

Date: May 19, 2025

Jonathan M. Genish
JONATHAN M. GENISH
MIRIAM L. SCHIMMEL
JOANA FANG
ALEXANDRA ROSE
Counsel for Plaintiff Weissmuller

Date:

JUSTIN T. GOODWIN
DESTINY LOPEZ
ERIK P. MORTENSEN
Counsel for Defendant