

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

Attorneys for Plaintiff,
Lan Nesha Shauntay Young and Martina Hagspiel

Steven J. Joffe (SBN 108419)
David D. Kremenetsky (SBN 217359)
**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**
555 South Flower Street, Suite 2900
Los Angeles, California 90071
Telephone: (213) 443-5100
Facsimile: (213) 443-5101
Email: Steve.Joffe@wilsonelser.com
Email: David.Kremenetsky@wilsonelser.com

Attorneys for Defendant,
National Seating & Mobility, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

LAN NESHA SHAUNTAY YOUNG,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

NATIONAL SEATING & MOBILITY, INC., a
Tennessee corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 34-2022-00314703

[Honorable Lauri A. Damrell,
Department 22]

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint Filed: January 28, 2022

This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement” or “Settlement” or “Agreement”) is made by and between Plaintiffs Lan Nesha Shauntay Young and Martina Hagspiel (“Plaintiffs”) and Defendant National Seating & Mobility, Inc. (“Defendant”) (Plaintiffs and Defendant collectively “Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Lan Nesha Shauntay Young, et al. v. National Seating & Mobility, Inc.*, Superior Court of the State of California, County of Sacramento, Case Number 34-2022-00314703.

1.1. “Administrator” means Simpluris, Inc., the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$9,000.00.

1.3. “Aggrieved Employee” means all persons who are employed or have been employed by Defendant in California as hourly non-exempt employees from January 21, 2021, through Preliminary Approval of the Settlement.

1.4. “Class” means all persons who are employed or have been employed by Defendant in California as hourly non-exempt employees from January 16, 2019, through Preliminary Approval of the Settlement.

1.5. “Class Counsel” means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.

1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed \$146,666.66 or one-third of the Gross Settlement Amount, whichever is greater.

1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$32,000.00.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “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 tracing, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 16, 2019, through preliminary approval of the Settlement.
- 1.13. “Class Representatives” means the named Plaintiffs in the Action, Lan Nesha Shauntay Young and Martina Hagspiel.
- 1.14. “Class Representative Service Payments” means the court-approved payments allocated to the Class Representatives for their services in support of the Action and General Releases, not to exceed \$7,500.00 per payment.
- 1.15. “Court” means the Superior Court of the State of California, County of Sacramento.
- 1.16. “Defendant” means the named Defendant in the Action, National Seating & Mobility, Inc..
- 1.17. “Defense Counsel” means Steven J. Joffe and David D. Kremenetsky of Wilson, Elser, Moskowitz, Edelman & Dicker LLP.

- 1.18. “Effective Date” means the date 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 the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Employer’s Taxes” means Defendant’s share of payroll taxes for the wage portion of the Individual Class Payments.
- 1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s Hearing on Plaintiffs’ Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means \$440,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7 herein. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and Employer’s Taxes.
- 1.24. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA

Period.

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

1.27. “LWDA PAGA Payment” means the LWDA’s 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and Employer’s Taxes. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means a 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 January 21, 2021, through preliminary approval of the Settlement.

1.32. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.33. “PAGA Notices” means Plaintiff Lan Nesha Shauntay Young’s January 21, 2022 letter and Plaintiffs’ operative November 10, 2022 letter to Defendant and the LWDA providing written notice, pursuant to Labor Code section 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed \$30,000.00.

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. “Plaintiffs” means the named Plaintiffs in the Action, Lan Nesha Shauntay Young and Martina Hagspiel.

1.37. “Preliminary Approval” means the date the Court signs the Preliminary Approval Order.

- 1.38. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39. "Released Class Claims" means the claims released as described in Paragraph 5.1.
- 1.40. "Released PAGA Claims" means the claims released as described in Paragraph 5.2.
- 1.41. "Released Parties" means Defendant, together with its officers, directors, employees, and agents.
- 1.42. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement. For the Request for Exclusion to be valid and timely, it must (1) include the Class Member's full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator on or before the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion is timely. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval.
- 1.43. "Response Deadline" means sixty (60) calendar days from the date the Administrator mails the Class Notice to the Class and shall be the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Administrator have the authority to unilaterally extend the deadline for Class Members to mail a Request for Exclusion or Objection.
- 1.44. "Workweek" means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

1 **2. RECITALS.**

2 2.0. On January 21, 2022, Plaintiff Lan Nesha Shauntay Young submitted to the LWDA, and
3 sent via certified mail to Defendant, a Notice of Labor Code Violations, pursuant to
4 Labor Code section 2699.3(a).

5 2.1. On January 28, 2022, Plaintiff Lan Nesha Shauntay Young filed a Class Action
6 Complaint against Defendant, which alleged seven individual and class causes of action
7 for violation of Labor Code sections 201-204, 226, et seq., 512, 1194, et. seq., 1197,
8 1198, and 2802 and one cause of action for violation of California Business and
9 Professions Code sections 17200, et seq.

10 2.2. On April 5, 2022, Plaintiff Lan Nesha Shauntay Young filed a First Amended Class and
11 Representative Action Complaint against Defendant, which, in addition to the causes of
12 action alleged in Plaintiff Lan Nesha Shauntay Young's Class Action Complaint against
13 Defendant, alleged a ninth representative cause of action for civil penalties under
14 PAGA.

15 2.3. Between April and September 2022, the Parties exchanged formal discovery requests
16 and participated in two Informal Discovery Conferences.

17 2.4. In or around November 2022, Class Counsel was retained by Martin Hagspiel.

18 2.5. On January 13, 2023, the Court granted Plaintiff Lan Nesha Shauntay Young leave to
19 amend the First Amended Class and Representative Action Complaint to name Martina
20 Hagspiel as a second Plaintiff and Class Representative.

21 2.6. On January 17, 2023, Plaintiffs filed the Second Amended Class and Representative
22 Action Complaint, which alleges eight individual and class causes of action for violation
23 of Labor Code sections 201-204, 226, et seq., 512, 1194, et. seq., 1197, 1198, 2802, and
24 2699, et seq. and one cause of action for violation of California Business and
25 Professions Code sections 17200, et seq.

26 2.7. On November 27, 2023, the Parties participated in an all-day mediation presided over by
27 experienced wage and hour class action mediator, Lisa Klerman, Esq., which resulted in
28 an agreement to exchange additional discovery regarding Plaintiffs' regular rate claim.

- 2.8. On May 23, 2024, the Parties participated in a second, all-day mediation presided over by experienced wage and hour class action mediator, Lisa Klerman, Esq., which resulted in a Mediator's Proposal being accepted the same day.
- 2.9. On October 2, 2024, the Parties fully executed a Memorandum of Understanding encompassing the terms of the Mediator's Proposal.
- 2.10. In or around January 2025, the Court granted Plaintiffs leave to amend the Second Amended Class and Representative Action Complaint to assert additional factual allegations related solely to the regular rate claim issue. Thereafter, Plaintiffs filed the operative Third Amended Class and Representative Action Complaint, which alleges eight individual and class causes of action for violation of Labor Code sections 201-204, 226, et seq., 512, 1194, et. seq., 1197, 1198, 2802, and 2699, et seq. and one cause of action for violation of California Business and Professions Code sections 17200, et seq.
- 2.11. Before mediation, Plaintiffs obtained, through informal discovery, in addition to other data and documents, a fifty percent (50%) sample of the time and corresponding payroll records of the Class and the employee handbooks and policies in effect during the Class Period.

3. **MONETARY TERMS.**

- 3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 herein, Defendant will pay \$440,000.00 as the Gross Settlement Amount. 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.
- 3.1. 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 Order:
- 3.1.1. To Plaintiff: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 per payment, in addition to the Individual Class Payments and Individual PAGA Payments the Class

Representatives are entitled to receive as Participating Class Members and Aggrieved Employees. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion supporting the Class Representative Service Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves Class Representative Service Payments that are less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs shall be solely and legally responsible for paying any applicable taxes on these payments and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Defendant makes no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiffs are not relying on any statement or representation by Defendant or its counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed \$146,666.66, or one-third of the Gross Settlement Amount, whichever is greater, and a Class Counsel Expenses Payment not to exceed \$32,000.00. Defendant will not oppose Plaintiffs' request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees

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

6 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
7 \$9,000.00, except for a showing of good cause and as approved by the Court.
8 Plaintiffs and/or Class Counsel will file a Motion supporting the Administration
9 Expenses Payment no later than sixteen (16) court days before the Final
10 Approval Hearing. If the Court approves of an Administration Expenses
11 Payment that is less than the amount requested, or if the Administration
12 Expense Payment is less than the amount allocated under this Agreement, the
13 Administrator will allocate the remainder to the Net Settlement Amount. To the
14 extent the actual Administration Expenses Payment is greater than \$9,000.00,
15 such excess amount will be taken from the Gross Settlement Amount, subject to
16 the Court's approval.

17 3.1.3.1. To Each Participating Class Member: An Individual Class Payment is
18 calculated by (a) dividing the Net Settlement Amount by the total
19 number of Workweeks worked by all Participating Class Members
20 during the Class Period and (b) multiplying the result by each
21 Participating Class Member's Workweeks. Non-Participating Class
22 Members will not receive an Individual Class Payment. The
23 Administrator will retain amounts equal to their Individual Class
24 Payments in the Net Settlement Amount for distribution to Participating
25 Class Members on a *pro rata* basis.

26 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
27 each Participating Class Member's Individual Class Payment will be
28 allocated to the settlement of claims for wages (the "Wage Portion").

The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payments.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$30,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., \$22,500.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (i.e., \$7,500.00) allocated to the Individual PAGA Payments. 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 Pay Periods worked 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. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties that are 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.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date.

1 4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days
2 after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail
3 checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
4 Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
5 Representative Service Payments, Administration Expenses Payment, and Employer's
6 Taxes. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses
7 Payment, and Class Representative Service Payments shall not precede disbursement of
8 the Individual Class Payments and Individual PAGA Payments.

9 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
10 Individual PAGA Payments and send them to the Class Members via First
11 Class U.S. Mail with postage prepaid. Before mailing any checks, the
12 Administrator must update the recipient's mailing addresses using the National
13 Change of Address Database. The face of each check shall prominently state the
14 date the check will be voided. Each check will be voided 180 days after the date
15 of mailing ("void date"). The Administrator will cancel all checks not cashed by
16 the void date. The Administrator will send checks for Individual Class
17 Payments to all Participating Class Members, including those for whom a Class
18 Notice was returned undelivered. The Administrator will send checks for
19 Individual PAGA Payments to all Aggrieved Employees, including Non-
20 Participating Class Members who qualify as Aggrieved Employees and those
21 for whom a Class Notice was returned undelivered. The Administrator may
22 send Participating Class Members a single check combining the Individual
23 Class Payment and Individual PAGA Payment.

24 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
25 Administrator must re-mail checks to the USPS forwarding address provided or
26 to an address ascertained through the Class Member Address Search for Class
27 Members whose checks are returned undelivered without a USPS forwarding
28 address. Thereafter, the Administrator need not take further steps to deliver

checks to Class Members whose re-mailed checks are returned as undelivered. However, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and who requests the replacement before the void date.

4.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, or for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, the Parties intend this Agreement not to affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiffs' Release. Plaintiffs fully release and discharge the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, against Defendant, including (i) all claims based on violation of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, any California Industrial Commission Wage Order, California Code of Regulations, Title 8, Sections

1 11040, et seq., Business and Professions Code sections 17200, et seq., California Code of
2 Civil Procedure section 1021.5; (ii) all claims for or related to alleged unpaid wages,
3 minimum wages, regular rate of pay, hours worked, overtime or double time wages,
4 bonus and incentive pay, sick pay, timely payment of wages at separation, wage
5 statements, meal periods and meal period premiums, rest breaks and rest break
6 premiums, unfair competition, unfair or unlawful business practices, and claims for
7 statutory penalties based on the facts or claims alleged in the operative Complaints at any
8 time during the Class Period; and (iii) all claims for lost wages and benefits, emotional
9 distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal,
10 state, or local laws for discrimination, harassment, retaliation, and wrongful termination,
11 such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the
12 Civil Rights Act of 1964, the Americans With Disabilities Act, Age Discrimination in
13 Employment Act; California Fair Employment and Housing Act; and the law of contract
14 and tort ("Plaintiffs' Release").

15 5.0.1. Plaintiffs' Release excludes the release of claims not permitted by law.

16 5.0.2. Plaintiffs expressly waive and relinquish the provisions, rights, and benefits of
17 California Civil Code section 1542, which reads:

18 **A general release does not extend to claims that the creditor or**
19 **releasing party does not know or suspect to exist in his or her**
20 **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.

21 5.1. Release by Participating Class Members: All Participating Class Members fully release,
22 discharge, and dismiss with prejudice the Released Parties of the claims stated in the
23 operative Complaint and all claims based solely upon the facts in the operative
24 Complaint, including (i) all claims based on violation of California Labor Code sections
25 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7,
26 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
27 1198, and 1199, California Industrial Commission Wage Orders, Cal. Code Regs., Title.
28 8, section 11040, et seq., Business and Professions Code sections 17200, et seq.,

California Code of Civil Procedure section 1021.5, and (ii) all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unlawful business practices, and claims for statutory penalties based on the facts or claims alleged in the operative Complaint at any time during the Class Period (collectively, “Released Class Claims”).

5.1.1. The Participating Class Members’ Release excludes the release of claims not permitted by law.

5.2. Release by Aggrieved Employees: All Aggrieved Employees fully release, discharge, and dismiss with prejudice the Released Parties of the PAGA claims stated in the operative Complaint and in Plaintiffs’ amended LWDA notice letter, including (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199*et seq.*, California Industrial Commission Wage Orders, and (ii) all other claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections 2698 *et seq.*, based on the facts or claims alleged in the operative Complaint at any time during the PAGA Period (collectively, “Released PAGA Claims”).

5.2.1. The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims.

6. SETTLEMENT ADMINISTRATION.

6.0. 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 the Administration Expenses Payment. 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.

6.1. Class Data. No later than thirty (30) calendar 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 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 the Settlement. 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.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after Defendant delivers the Class Data to the Administrator, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.

Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.

6.4.1. The deadlines for Class Members' Objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar 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.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are 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, 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 no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

- 1 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
2 review on a rolling basis Requests for Exclusion to ascertain their validity and timeliness.
3 No later than seven (7) business days after the expiration of the deadline for submitting
4 Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense
5 Counsel containing (a) the names and other identifying information of Class Members
6 who have submitted valid and timely Requests for Exclusion (“Exclusion List”); (b) the
7 names and other identifying information of Class Members who have submitted invalid
8 Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted, whether
9 valid or invalid.
- 10 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
11 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
12 mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
13 invalid) received, Objections received, Challenges to Workweeks and/or PAGA Pay
14 Periods received and/or resolved, and checks mailed for Individual Class Payments and
15 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
16 provide the Administrator’s assessment of the validity of Requests for Exclusion and
17 attach copies of all Requests for Exclusion and objections received.
- 18 6.7. Workweek and/or Pay Period Challenges. The Administrator has the authority to address
19 and make final decisions consistent with the terms of this Agreement and the advice of
20 Class and Defense Counsel on all Class Member challenges over the calculation of
21 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not
22 appealable or otherwise susceptible to challenge.
- 23 6.8. Administrator’s Declaration. No later than seven (7) business days after the Response
24 Deadline, the Administrator will provide to Class Counsel and Defense Counsel (i) a
25 signed declaration suitable for filing in Court attesting to its due diligence and
26 compliance with all of its obligations under this Agreement, including, but not limited to,
27 its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing
28 of Class Notices, attempts to locate Class Members, the total number of Requests for

1 Exclusion from Settlement it received (both valid or invalid), the names of any Class
2 Members who have submitted a Request for Exclusion (valid or invalid), the number of
3 Objections to the Settlement it received (both valid or invalid), the names of any Class
4 Members who have submitted an Objection (valid or invalid), the total number of
5 Participating Class Members and Workweeks, and the highest, average, and lowest
6 Individual Class Payment and Individual PAGA Payment. The Administrator will
7 supplement its declaration as needed or requested by the Parties and/or the Court. Class
8 Counsel is responsible for filing the Administrator's declaration(s) in Court.

9 6.9. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
10 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
11 will prepare and submit to Class Counsel a signed declaration suitable for filing in Court
12 attesting to its disbursement of all payments required under this Agreement. Class
13 Counsel is responsible for filing the Administrator's declaration in Court.

14 6.10. Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax withholdings and
16 providing reports to state and federal tax authorities.

17 6.11. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
19 Regulation § 468B-1.

20 6.12. Website, Email Address and Toll-Free Number. The Administrator will establish,
21 maintain, and use an internet website to post information of interest to Class Members
22 including the date, time, and location for the Final Approval Hearing and copies of the
23 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
24 Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class
25 Counsel Expenses Payment, and Class Representative Service Payments, and Final
26 Approval and Judgment. The Administrator will also maintain and monitor an email
27 address and toll-free telephone number to receive Class Member calls, faxes, and emails.
28

1 6.13. Class Members' Options.

2 6.13.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have sixty (60)
3 calendar days after the Administrator mails the Class Notice (plus an additional
4 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed)
5 to exclude themselves from the Settlement. A Class Member may exclude
6 himself or herself from the Settlement by sending a valid and timely Request for
7 Exclusion to the Administrator. For the Request for Exclusion to be valid and
8 timely, it must (1) include the Class Member's full name, address, telephone
9 number, and signature, and a written statement requesting to be excluded from
10 the Settlement; (2) state the case name and number of the Action; and (3) be
11 mailed to the specified physical address of the Administrator on or before the
12 Response Deadline. The postmark date will be the exclusive means of
13 determining whether a Request for Exclusion has been timely submitted. If a
14 Class Member's Request for Exclusion is defective as to the requirements listed
15 herein, that Class Member will be allowed to cure the defect(s). The
16 Administrator will mail the Class Member a cure letter within three (3) business
17 days of receiving the defective submission to advise the Class Member that his or
18 her submission is defective and that the defect must be cured to render the
19 Request for Exclusion valid. The Class Member will have until the later of (a) the
20 Response Deadline or (b) fourteen (14) calendar days from the date of the cure
21 letter to postmark the revised Request for Exclusion. The Administrator's
22 determination of validity shall be final and not appealable or otherwise
23 susceptible to challenge.

24 6.13.1.1. Every Class Member who does not submit a timely and valid
25 Request for Exclusion is deemed to be a Participating Class Member
26 under this Agreement, entitled to all benefits and bound by all terms and
27 conditions of the Settlement, including the Participating Class Members'
28 Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of

whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.13.1.2. 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.

6.13.2. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member may do so by sending a valid and timely Dispute to the Administrator. For the Dispute to be valid and timely, it must: (1) contain your name, address, telephone number, and signature; (2) contain the case name and number of the Action; (3) be timely mailed to the Administrator; (4) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. The postmark date will be the exclusive means of determining whether a Dispute has been timely submitted. 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

1 and/or Pay Periods shall be final and not appealable or otherwise susceptible to
2 challenge. The Administrator shall promptly provide copies of all challenges to
3 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class
4 Counsel and the Administrator's determination of the challenges. All such
5 challenges are to be resolved no later than fourteen (14) calendar days after the
6 Response Deadline.

7 6.13.3. Objections to Settlement. Each Participating Class Member shall have sixty (60)
8 calendar days after the Administrator mails the Class Notice (plus an additional
9 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed)
10 to object to the class action components of the Settlement, including contesting
11 the fairness of the Settlement and/or amounts requested for the Class Counsel
12 Fees Payment, Class Counsel Expenses Payment, and/or Class Representative
13 Service Payments. Only Participating Class Members may send written
14 Objections to the Administrator. For a written Objection to be valid and timely, it
15 must (1) include the Class Member's full name, address, telephone number, and
16 signature, the contact information for any attorney representing the objecting
17 Class Member, if any, and the factual and legal bases for the Objection, including
18 all supporting papers, briefs, written evidence, declarations, and/or other
19 evidence; (2) state the case name and number of the Action; and (3) be mailed to
20 the specified physical address of the Administrator no later than the Response
21 Deadline. A Participating Class Member, or his or her attorney(s), may also
22 appear at the Final Approval Hearing to verbally object.

23 **7. ESCALATOR CLAUSE**

24 Based on their records, Defendant estimates that, as of the date of this Agreement, there are
25 approximately 326 Class Members who worked an approximate total of 32,100 Workweeks from
26 January 16, 2019, to May 23, 2024. If the actual total number of Workweeks from January 16, 2019,
27 through the date of Preliminary Approval of the Settlement (i.e., the Class Period) exceeds 32,100 by
28 more than 18%, i.e., *exceeds* 37,878, Defendant, at its sole discretion, will either: (1) pay the *pro rata*

percentage increase in excess of 18% to the Gross Settlement Amount to include the additional Workweeks, e.g., a 19% increase in Workweeks would result in a 1% increase in the Gross Settlement Amount; or (2) reduce the Class Period to the date that 37,878 Workweeks are met, but not exceeded.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid and timely Requests for Exclusion exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement within fourteen (14) calendar days after expiration of the Response Deadline. If Defendant elects to withdraw from the Settlement, Defendant must notify Class Counsel and the Court of its decision no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l) and a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval").

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class

Representative Service Payments, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4. 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 Expenses Payment reflected set forth herein, the Parties, their respective counsel, and all Participating Class Members 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.

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

1 constitute a material modification of the Judgment within the meaning of this paragraph,
2 as long as the Gross Settlement Amount remains unchanged.

3 **10. AMENDED JUDGMENT.**

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

6 **11. ADDITIONAL PROVISIONS.**

7 11.0. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of
8 the Parties' settlement terms.

9 11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
10 that has arisen between them and to avoid the burden, expense, and risk of continued
11 litigation. In entering into this Agreement, Defendant does not admit, and specifically
12 denies that it violated any federal, state, or local law; violated any regulations or
13 guidelines promulgated under any statute or any other applicable laws, regulations or
14 legal requirements; breached any contract; violated or breached any duty; engaged in any
15 misrepresentation or deception; or engaged in any other unlawful conduct with respect to
16 their employees. Neither this Agreement, nor any of its terms or provisions, nor any of
17 the negotiations connected with it, shall be construed as an admission or concession by
18 Defendant of any such violations or failures to comply with any applicable law. Except
19 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and
20 its terms and provisions shall not be offered or received as evidence in any action or
21 proceeding to establish any liability or admission on the part of Defendant or to establish
22 the existence of any condition constituting a violation of, or a non-compliance with,
23 federal, state, local or other applicable law. If Final Approval does not occur, the Parties
24 agree that this Agreement is void, but remains protected by California Evidence Code
25 section 1152.

26 11.2. Class Certification or Representative Manageability for Other Purposes. The Parties
27 agree to stipulate to class certification only for purposes of the Settlement. If, for any
28 reason, the Settlement is not approved, the stipulation to certification will be void. If, for

any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiffs reserve the right to move for class certification on any grounds available, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the 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.

11.3. No Press Releases/Advertisements. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiffs' Counsel's personal or firm website.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or

1 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
2 Counsel's ability to communicate with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations,
7 warranties, covenants, or inducements made to or by any Party.

8 11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
10 appropriate action required or permitted to be taken by such Parties under this
11 Agreement to effectuate its terms, and to execute any other documents reasonably
12 required to effectuate the terms of this Agreement including any amendments to this
13 Agreement.

14 11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
15 the Court will first attempt to construe the provision as valid to the fullest extent possible
16 consistent with applicable precedents to define all provisions of this Agreement as valid
17 and enforceable.

18 11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
19 to exercise a right or remedy by any of the Parties hereto will be considered to imply or
20 constitute a further waiver by such party of the same or any other condition, covenant,
21 right, or remedy.

22 11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in
23 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
26 form or content of any document necessary to implement the Settlement, or on any
27 modification of the Agreement that may become necessary to implement the Settlement,
28 the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.11. 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.
- 11.12. No Tax Advice. Neither Plaintiffs, 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.
- 11.13. 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.
- 11.14. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.
- 11.15. 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.
- 11.16. 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.
- 11.17. 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.
- 11.18. Use and Return of Class Data. Information provided to Class Counsel under California Evidence Code section 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. No later than ninety (90) days

1 after the date when the Court discharges the Administrator's obligation to provide a
2 Declaration confirming the final payout of all Settlement funds, Plaintiffs shall destroy,
3 all paper and electronic versions of Class Data received from Defendant unless, before
4 the Court's discharge of the Administrator's obligation, Defendant makes a written
5 request to Class Counsel for the return, rather than the destructions, of Class Data.

6 11.19. Headings. The descriptive heading of any section or paragraph of this Agreement is
7 inserted for convenience of reference only and does not constitute a part of this
8 Agreement.

9 11.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
10 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
11 a weekend or federal legal holiday, such date or deadline shall be on the first business
12 day thereafter.

13 11.21. Notice. All notices, demands or other communications between the Parties in connection
14 with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or
16 messenger, addressed as follows:

17 To Plaintiffs:

18 MOON LAW GROUP, P.C.
19 Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
20 725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
21 Telephone: (213) 232-3128

22 To Defendant:

23 WILSON, ELSE, MOSKOWITZ,
24 EDELMAN & DICKER LLP
Steven J. Joffe
25 David D. Kremenetsky
555 South Flower Street, Suite 2900
26 Los Angeles, California 90071
27 Telephone: (213) 443-5100
28

1 11.22. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them
4 will be deemed to be one and the same instrument if counsel for the Parties will
5 exchange between themselves signed counterparts. Any executed counterpart will be
6 admissible in evidence to prove the existence and contents of this Agreement.

7 11.23. Binding Agreement. The Parties warrant that they understand and have full authority to
8 enter into this Settlement, intend that this Agreement will be fully enforceable and
9 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
10 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
11 that otherwise might apply under federal or state law. Plaintiffs, and not their
12 representative(s), must personally execute this Agreement. An authorized officer of
13 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
14 become binding and enforceable pursuant to California Code of Civil Procedure section
15 664.6.

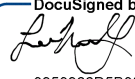
16 11.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
17 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
18 further agree that upon the signing of this Agreement that pursuant to CCP section
19 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
20 entire period of this settlement process.

21 *Signatures on following page.*
22
23
24
25
26
27
28

Plaintiffs & Class Representatives:

Dated: 3/7/2025

By:

DocuSigned by:

8358366D5B80462...

Plaintiff, Lan Nesha Shauntay Young

Dated:

By:

Plaintiff, Martina Hagspiel, aka Martina Hayley

Plaintiffs' Counsel:

Dated:

MOON LAW GROUP, P.C.

By:

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik

Attorneys for Plaintiffs,
Lan Nesha Shauntay Young and Martina
Hagspiel

Defendant:

Dated:

On behalf of Defendant, National Seating & Mobility,
Inc.

By:

Print Name

Signature

Title

Defendant's Counsel:

Dated:

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By:

Steven J. Joffe
David D. Kremenetsky
Attorneys for Defendant,
National Seating & Mobility, Inc.

Plaintiffs & Class Representatives:

Dated:

By: _____
Plaintiff, Lan Nesha Shauntay Young

Dated: 3/7/2025

By:  _____
Plaintiff, Martina Hagspiel, aka Martina Hayley

Plaintiffs' Counsel:

Dated: 03/12/2025

MOON LAW GROUP, P.C.

By:  _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik

Attorneys for Plaintiffs,
Lan Nesha Shauntay Young and Martina
Hagspiel

Defendant:

Dated:

On behalf of Defendant, National Seating & Mobility,
Inc.

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated:

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By: _____
Steven J. Joffe
David D. Kremenetsky
Attorneys for Defendant,
National Seating & Mobility, Inc.

1 **Plaintiffs & Class Representatives:**

2 Dated:

By: _____
Plaintiff, Lan Nesha Shauntay Young

4 Dated:

By: _____
Plaintiff, Martina Hagspiel, aka Martina Hayley

6 **Plaintiffs' Counsel:**

7 Dated:

MOON LAW GROUP, P.C.

8
9 By: _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
10
11 Attorneys for Plaintiffs,
12 Lan Nesha Shauntay Young and Martina
Hagspiel

14 **Defendant:**

15 Dated: 3/6/2025

On behalf of Defendant, National Seating & Mobility,
Inc.

16
17 By: Jeff Matukewicz
Print Name

18
19 
Signature

20
21 General Counsel & Secretary
Title

22 **Defendant's Counsel:**

23 Dated: 03/07/2025

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

24
25 By: **David D. Kremenetsky**
26 Steven J. Joffe
David D. Kremenetsky
27 Attorneys for Defendant,
National Seating & Mobility, Inc.