

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
1055 West Seventh Street, Suite 1880
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,
Sukhber Singh*

Alexander M. Chemers, CA Bar No. 263726
Briana LaBriola, CA Bar No. 293548
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Telephone: (213) 330-0802
Email: alexander.chemers@ogletree.com
Email: briana.labriola@ogletree.com

*Attorneys for Defendants,
San Jose Sharks, LLC, et al.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SUKHBER SINGH, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

SAN JOSE SHARKS, LLC, a limited liability
company; SAN JOSE ARENA MANAGEMENT,
LLC, a limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22CV394559

[Honorable Sunil R. Kulkarni, Department 1]

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT**

Complaint Filed: February 24, 2022
Trial Date: Not set

1 **JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT**

2 This Joint Stipulation of Class and PAGA Action Settlement is entered into between Plaintiff
3 Sukhber Singh (“Plaintiff”) and Defendants San Jose Sharks, LLC and San Jose Arena Management,
4 LLC (“Defendants”).

5 **DEFINITIONS**

6 1. Action. “Action” means the class action lawsuit entitled *Sukhber Singh v. San Jose*
7 *Sharks, LLC, et al.*, filed in the Superior Court of California, County of Santa Clara, with Case
8 Number 22CV394559.

9 2. Agreement. “Agreement” means the instant Joint Stipulation of Class and PAGA
10 Action Settlement.

11 3. Attorneys’ Costs. “Attorneys’ Costs” means the amount to be reimbursed to Class
12 Counsel for their reasonable litigation costs and expenses. Attorneys’ Costs shall not exceed Twenty-
13 Five Thousand Dollars and Zero Cents (\$25,000.00).

14 4. Attorneys’ Fees. “Attorneys’ Fees” means the amount to be awarded to Class Counsel
15 for their work performed in furtherance of the Action. Attorneys’ Fees shall not exceed Seven
16 Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents
17 (\$766,666.67), which represents Thirty-Three and One-Third percent (33 1/3 %) of the Maximum
18 Settlement Amount (as defined below).

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

21 6. Class Members, and the Class. “Class Members” (individually, “Class Member”)
22 means all current and former hourly-paid or non-exempt employees who have worked for Defendants
23 in the State of California at any time during the Class Period (as defined below). On March 13, 2023,
24 the date of mediation, Defendant represented that the Class totals approximately 3,077 individuals.

25 7. Class Notice. “Class Notice” means the Notice of Class and PAGA Action Settlement
26 mutually agreed upon by the Parties and approved by the Court to be sent to the Class Members and
27 PAGA Members (as defined below) following preliminary approval, which includes the scope of
28 release language for Settled Claims (as defined below) and Settled PAGA Claims (as defined below),

1 notifies Class Members and PAGA Members of the Settlement (as defined below), explains the Class
2 Members' options, including how Class Members may opt out or object to the Settlement, and
3 explains the facts and methods based on which the Class Members' and PAGA Members' estimated
4 Settlement Payments and PAGA Payments (as defined below) are calculated, substantially in the
5 form attached hereto as **Exhibit A**.

6 8. Class Period. "Class Period" means the period from February 24, 2018 through
7 October 1, 2023.

8 9. Complaint. "Complaint" means the operative First Amended Class Action and
9 Representative Action Complaint, or any amendment thereto.

10 10. Court. "Court" means the Superior Court of California, County of Santa Clara, or
11 other court, that will approve the Agreement.

12 11. Day(s). "Day(s)" or "day(s)" means calendar day(s) unless otherwise stated. If any
13 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
14 on the next business day.

15 12. Defendants. "Defendants" means San Jose Sharks, LLC, a Delaware limited liability
16 company, and San Jose Arena Management, LLC, a Delaware limited liability company.

17 13. Effective Date. "Effective Date" means the first business day following the last of the
18 following occurrences: (i) the day final approval is granted, if there are no objections to the
19 settlement, (ii) sixty (60) days following the date the Court enters a Final Approval Order and Final
20 Judgment, if there are objections by any Class Member and assuming no appeal is filed; or (iii) if an
21 appeal is filed, then the date of final resolution of that appeal (including any requests for rehearing
22 and/or petitions for *certiorari*) resulting in final and complete judicial approval of the Settlement in
23 its entirety, with no further challenge to the Settlement being possible.

24 14. Final Approval Order. "Final Approval Order" means the order entered and filed by
25 the Court granting final approval of the Settlement (as defined below) and entry of the Final
26 Judgment (as defined below).

27 15. Final Judgment. "Final Judgment" means the judgment entered and filed by the Court
28 that: (1) ultimately approves this Agreement; and (2) awards and orders the payment of all required

amounts pursuant to the terms of this Agreement (approving Attorneys' Costs, Attorneys' Fees, Settlement Payments to Class Members, and PAGA Payments to PAGA Members, as defined below, etc.). The Final Judgment will constitute a binding and final resolution, have full *res judicata* effect, and discharge Defendants and Released Parties (as defined below) from liability for any and all claims by Named Plaintiff (as defined below), all Settlement Class Members as to all Settled Claims (as defined below), and all PAGA Members and the State of California as to all Settled PAGA Claims (as defined below), as set forth in this Agreement.

16. Final Approval Hearing. "Final Approval Hearing" means the hearing at which the Court shall consider the motion for final approval of this Settlement and determine whether to fully and finally approve the fairness and reasonableness of this Settlement and Agreement, and enter the Final Approval Order and Final Judgment.

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

18. Maximum Settlement Amount. "Maximum Settlement Amount" means the maximum total payment of Two Million Three Hundred Thousand Dollars and Zero Cents (\$2,300,000.00), payable by Defendants under this Agreement. The Maximum Settlement Amount includes all: (1) Settlement Payments and PAGA Payments (as defined below); (2) Attorneys' Costs; (3) Attorneys' Fees; (4) Settlement Administration Costs (as defined below); (4) LWDA's portion of the PAGA Allocation; and (5) Service Payment (as defined below) to the Named Plaintiff. The Maximum Settlement Amount is non-reversionary, which means no portion will revert to Defendants. However, with the exception of the circumstances discussed in paragraphs 51(e) and 64 below, in no event shall Defendants be required to pay any amount above the Maximum Settlement Amount to effectuate this Agreement. Each of the Class Members and PAGA Members shall be responsible for paying any additional taxes due on his or her settlement payment.

19. Named Plaintiff. "Named Plaintiff" means Plaintiff Sukhber Singh.

20. Net Distribution Fund. "Net Distribution Fund" means the Maximum Settlement Amount less the amount the Court awards for: (1) the PAGA Allocation (as defined below); (2)

Attorneys' Costs; (3) Attorneys' Fees; (4) Settlement Administration Costs; and (5) the Service Payment to Named Plaintiff. The Settlement Payment(s) (as defined below) will be made from the Net Distribution Fund.

21. Objection. "Objection" means an objection to the Settlement that a Settlement Class Member submits in writing to the Settlement Administrator. Each "Objection" must (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the Action; (2) be signed by the Settlement Class Member; (3) be postmarked, e-mailed or fax stamped on or before the Response Deadline (as defined below) and returned to the Settlement Administrator at the specified address, e-mail address, or fax number; and (4) give the legal and factual basis for the objection.

22. Opt Out Request. "Opt Out Request" means a request by a Class Member to be excluded from the Settlement of Settled Claims. Each "Opt Out Request" should (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action; (2) be signed by the Class Member; (3) be postmarked, e-mailed or fax stamped on or before the Response Deadline and returned to the Settlement Administrator at the specified address, e-mail address, or fax number; and (4) contain a statement expressing a request to be excluded from the Settlement.

23. Parties. "Parties" means Named Plaintiff, individually on behalf of himself and on behalf of all Class Members, PAGA Members and interests of the LWDA, and Defendants.

24. PAGA Allocation. "PAGA Allocation" means the amount to be allocated to the Labor and Workforce Development Agency ("LWDA") and PAGA Members for the settlement of the Settled PAGA Claims. The PAGA Allocation shall be Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).

25. PAGA Members. "PAGA Members" (individually, "PAGA Member") means all current and former hourly-paid or non-exempt employees who have worked for Defendants in the State of California at any time during the PAGA Period (defined below).

26. PAGA Payment(s). "PAGA Payment(s)" means individual settlement payments made to PAGA Members from the PAGA Allocation, as provided for in this Agreement.

27. PAGA Period. “PAGA Period” means from February 20, 2021 through October 1, 2023.

28. Pay Period(s). “Pay Period” means any bi-weekly pay period (*i.e.*, period beginning on Sunday and ending on the second following Saturday) in which a Class Member or PAGA Member performed work for Defendants at least one day.

29. Preliminary Approval Order. “Preliminary Approval Order” means the Order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including approval of the Parties’ Agreement that specifies the content of notice and manner in which notice will be provided to the Class and responded to by the Class.

30. Released Parties. “Released Parties” means Defendants and each of their respective affiliates, predecessors, successors, parent companies, subsidiaries, assigns, organizations or related companies, and each of the foregoing’s respective owners, members, managers, partners, shareholders, agents, assigns, subsidiaries.

31. Response Deadline. “Response Deadline” means the day that is sixty (60) days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail and is the deadline to submit an Opt Out Request (as defined below), Objection (as defined below), and/or Dispute (as defined below).

32. Service Payment. “Service Payment” means the amount awarded to Named Plaintiff for his service in furtherance of the Action and in consideration of his General Release (as defined below) and waiver of Civil Code section 1542 rights. The Service Payment shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

33. Settlement. “Settlement” means the agreement of the Parties to settle the claims as set forth and embodied in this Agreement.

34. Settlement Administrator. “Settlement Administrator” means Simpluris, Inc., a neutral administrator mutually chosen by the Parties and approved by the Court.

35. Settlement Administration Costs. “Settlement Administration Costs” means the costs of administering this Settlement to be paid to the Settlement Administrator. The Settlement Administration Costs shall not exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00).

1 36. Settlement Class/Settlement Class Member(s). “Settlement Class” or “Settlement
2 Class Member(s)” means all Class Members who have not timely and validly submitted an Opt Out
3 Request.

4 37. Settlement Payment(s). “Settlement Payment(s)” means the individual settlement
5 payments made to Settlement Class Member(s) from the Net Distribution Fund as provided for in this
6 Agreement.

7 38. Settled Claims. “Settled Claims” means all claims, charges, complaints, liens,
8 demands, causes of action, obligations, damages, liabilities, and/or primary rights, arising during the
9 Class Period that each Class Member had, now has, or may hereafter claim to have against the
10 Released Parties and that were asserted in the Complaint, or that could have been asserted in the
11 Complaint based on any of the facts or theories alleged in the Complaint, regardless of whether such
12 claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other
13 source of law. The Settled Claims specifically include, but are not limited to, the following claims:
14 (1) Violation of California Labor Code §§ 1194, 1194.2, 1197, and 1197.1 (failure to pay minimum
15 and straight time wages); (2) Violation of California Labor Code §§ 510 and 1198 (failure to pay
16 overtime wages); (3) Violation of California Labor Code §§ 226.7 and 512(a) (failure to provide
17 compliant meal periods and associated premiums); (4) Violation of California Labor Code § 226.7
18 (failure to provide compliant rest periods and associated premiums); (5) Violation of California
19 Labor Code §§ 2800 and 2802 (failure to indemnify business expenses); (6) Violation of California
20 Labor Code §§ 201, 202 and 203 (failure to timely pay final wages); (7) Violation of California
21 Labor Code § 204 (failure to timely pay wages during employment); (8) Violation of California
22 Labor Code § 226(a) (failure to provide compliant wage statements); (9) Violation of California
23 Labor Code § 1174(d) (failure to keep requisite payroll records); (10) Violation of California
24 Business and Professions Code §§ 17200, et seq.; and (11) incorporated or related claims asserted
25 through the Private Attorneys General Act (“PAGA”) for any of the above alleged California Labor
26 Code violations.

27 39. Settled PAGA Claims. “Settled PAGA Claims” means any claim for civil penalties
28 under PAGA that could reasonably arise from any of the California Labor Code violations and/or

violations of Wage Orders alleged within the Complaint or in the Notice to the LWDA, including, but not limited to, California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

40. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution Deadline” means a date that is fourteen (14) days after the Maximum Settlement Amount has been deposited by Defendants.

41. Updated Address. “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the Settlement Administrator or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

42. Workweek. “Workweek” means any calendar week (*i.e.*, week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member performed work for Defendants as a non-exempt employee in California at least one day. The Parties agree that, for purposes of determining Workweeks of Class Members and PAGA Members under this Agreement, Defendants may also calculate Workweeks by either (1) multiplying the number of Pay Periods attributable to a Class Member and/or PAGA Member by 2, or (2) by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined, Workweeks where someone was employed but did not record any hours can be excluded from this calculation.

RECITALS

43. The Action was filed on February 24, 2022 in the Superior Court of California, County of Santa Clara. The Complaint alleges the following causes of action: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate

Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]

44. Defendants filed an Answer and denied all allegations and claims asserted in the Complaint on June 14, 2023.

45. Defendants and Class Counsel, on behalf of the Named Plaintiff and Class Members, attended mediation with Tripper Ortman, Esq. on March 13, 2023, and while a settlement was not reached during the mediation session, through continued settlement discussions facilitated by the mediator, the Parties reached the Agreement herein. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member and that the Settlement is fair, reasonable, and adequate as to each Class Member and PAGA Member.

TERMS AND CONDITIONS OF SETTLEMENT

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

46. Non-Admission of Liability. The Parties enter into this Agreement to resolve the Action and to avoid the burden, expense, and risk of continued litigation. By entering into this Agreement, Defendants do not admit, and specifically deny, that they have: (1) violated any federal, state, or local law; (2) violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; (3) breached any contract; or (4) engaged in any other culpable, wrongful, or unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts, or other events associated with it, shall be construed as an admission or concession by Defendants of any such violation(s) or failure(s) to

1 comply with any applicable law by Defendants or any Released Parties. Except as necessary in a
2 proceeding to approve, interpret, or enforce the terms of this Agreement, this Agreement and its
3 terms and provisions shall not be offered or received as evidence in any action or proceeding to
4 establish any admission on the part of Defendants or to establish the existence of any condition
5 constituting a violation of, or noncompliance with, federal, state, local or other applicable law. The
6 Parties intend this Settlement to be contingent upon the Preliminary Approval and Final Approval of
7 this Agreement; and in the event Final Approval of this Agreement is not obtained, the Parties do not
8 waive, and instead expressly reserve, their respective rights to prosecute and defend the Action as if
9 this Agreement never existed. In the event Final Approval of this Agreement is denied by the Court,
10 fails to become effective, or is reversed, withdrawn, or modified by the Court or any other court with
11 jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no
12 bearing on, and shall not be admissible in connection with, further proceedings in the Action.

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

18 48. Release of Settled Claims. As of the Effective Date and after payment of all funds due
19 under the terms of this Settlement, Named Plaintiff and all Settlement Class Members hereby do and
20 shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
21 discharged any and all Settled Claims against any and all Released Parties. The Settlement includes a
22 release of all Settled Claims during the Class Period by Settlement Class Members. The Parties agree
23 that it is their intent that the terms set forth in this Agreement will release any further attempt, by
24 lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and
25 every Settlement Class Member to obtain any recovery based on Settled Claims.

26 a. The Parties agree for settlement purposes only that, because the Class
27 Members are so numerous, it is impossible or impracticable to have each Class Member execute this
28 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the

1 release of Settled Claims and Settled PAGA Claims and such notice shall have the same force and
2 effect as if the Agreement were executed by each Class Member.

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

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

9 49. Release of Settled PAGA Claims. As of the Effective Date and after payment of all
10 funds due under the terms of this Settlement, Named Plaintiff, individually, and on behalf of the State
11 of California and all PAGA Members, hereby does and shall be deemed to have fully, finally, and
12 forever released, settled, compromised, relinquished, and discharged any and all of the Released
13 Parties of and from any and all Settled PAGA Claims during the PAGA Period. The Parties agree
14 that it is their intent that the terms set forth in this Agreement will release any further attempt, by
15 lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and
16 every PAGA Member to obtain any recovery based on the Settled PAGA Claims. All PAGA
17 Members shall release claims arising under PAGA regardless of their decision to participate in the
18 Settlement.

19 50. Individual Release of Claims for Named Plaintiff. In addition to all other releases set
20 forth in this Agreement, and except as to claims specifically excluded (as discussed in this
21 paragraph), Named Plaintiff makes the additional following general release of all claims, known or
22 unknown. Named Plaintiff releases the Released Parties from all claims, demands, rights, liabilities,
23 and causes of action of every nature and description whatsoever, known or unknown, asserted or that
24 might have been asserted—whether based upon federal, state or local constitutional law, tort law,
25 contract law, statute/rule/regulation, or any other legal or equitable theory of recovery—arising out
26 of, relating to, or in connection with any act or omission by or on the part of any of the Released
27 Parties committed or omitted through the execution of this Agreement. Named Plaintiff also
28 specifically agrees and acknowledges that he is waiving all claims under the Civil Rights Act of

1 1964, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the
2 Family and Medical Leave Act, the California Family Rights Act, the Age Discrimination in
3 Employment Act, the Older Workers Benefit Protection Act, the Employee Retirement Income
4 Security Act, the Fair Labor Standards Act, the California Labor Code, California's Wage Orders, all
5 other laws governing the payment of wages, the California Government Code, and the California
6 Business and Professions Code. (The release set forth in this Paragraph shall be referred to as the
7 "General Release"). Named Plaintiff agrees not to sue or otherwise make a claim against any of the
8 Released Parties that is in any way related to the General Release to the maximum extent permitted
9 by law. The General Release includes any unknown claims Named Plaintiff does not know or suspect
10 to exist in his favor at the time of the General Release, which, if known, might have affected Named
11 Plaintiff's settlement with, and release of, the Released Parties or might have affected his decision
12 not to object to this Settlement or the General Release. With respect to the General Release, Named
13 Plaintiff stipulates and agrees that he shall be deemed to have, and by operation of the Final
14 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
15 provisions, rights and benefits of Section 1542 of the California Civil Code, which states:

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

- 20 a. This General Release shall not affect or bar any claims that Named Plaintiff
21 may have for Unemployment Insurance, claims under the National Labor
22 Relations Act, and the right to receive benefits under any retirement plan or to
23 elect COBRA continuation of health insurance benefits. Nor shall the General
24 Release preclude Named Plaintiff from filing a charge with any applicable
25 administrative agency. Named Plaintiff understands and agrees, however, that
26 by way of the General Release, he individually releases any right to recover
27 monetary damages in an action brought by an administrative agency.
28

1 51. Settlement Payments and Calculation of Claims. Subject to final Court approval and
2 the conditions specified in this Agreement, and in consideration of the mutual covenants and
3 promises set forth herein, Defendants agree to make a payment or payments as set forth herein
4 totaling an amount of the Maximum Settlement Amount. The Maximum Settlement Amount shall be
5 apportioned as follows:

6 a. Attorneys' Costs. Class Counsel shall request approval of an amount not to
7 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in costs, including any litigation
8 costs (i.e., Attorneys' Costs), which will be paid and deducted from the Maximum Settlement
9 Amount. Defendants will not oppose such application. Any un-awarded Attorneys' Costs shall
10 become part of the Net Distribution Fund for allocation to Settlement Class Members. Any reduction
11 by the Court shall not constitute grounds for revocation or cancellation of this Agreement by Named
12 Plaintiff. Attorneys' Fees as specified in the subsequent paragraph and Attorneys' Costs as specified
13 in this paragraph shall cover all claimed and unclaimed Attorneys' Fees, Attorneys' Costs, and other
14 amounts payable or awardable against Defendants for Class Counsel's work, effort, or involvement
15 in the Action and in carrying out the Agreement and includes any and all work, effort, or involvement
16 to carry out the terms of the Agreement and as may be potentially or actually necessary or advisable
17 to defend the Agreement and/or Settlement through appeal, or collateral attack or in any other forum
18 or proceeding.

19 b. Attorneys' Fees. Class Counsel will apply to the Court for an award of
20 attorneys' fees of no more than Seven Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six
21 Dollars and Sixty-Seven Cents (\$766,666.67) and which represents Thirty-Three and One-Third
22 percent (33 1/3 %) of the Maximum Settlement Amount (i.e., Attorneys' Fees). The Attorneys' Fees
23 shall be paid from and be deducted from the Maximum Settlement Amount, and Defendants will not
24 oppose such application. In the event the Court approves an amount less than 33 1/3% of the
25 Maximum Settlement Amount, the un-awarded amount shall become part of the Net Distribution
26 Fund for allocation to Settlement Class Members. Any reduction by the Court shall not constitute
27 grounds for revocation or cancellation of this Agreement by Named Plaintiff. These specified
28 Attorneys' Fees and Attorneys' Costs shall be the sole payment for attorneys' fees and costs and,

otherwise, the Parties and Class Members and their counsel shall bear their own fees and costs in connection with the Action.

c. Settlement Administration Costs. Class Counsel will apply to the Court for approval of costs of settlement administration in an amount estimated not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which the Parties agree will be deducted from the Maximum Settlement Amount (i.e., Settlement Administration Costs). Defendants will not oppose such application. Any un-awarded amount shall become part of the Net Distribution Fund for allocation to Settlement Class Members. Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named Plaintiff's motion for final approval of the Settlement.

d. Named Plaintiff's Service Payment. Class Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Named Plaintiff to be paid from the Maximum Settlement Amount for his service in furtherance of the Action and in consideration for a General Release of all claims and waiver of Civil Code section 1542 rights by Named Plaintiff (i.e., the Service Payment). Defendants will not oppose such application. Any un-awarded amount shall become part of the Net Distribution Fund for allocation to Settlement Class Members. Any reduction by the Court shall not constitute grounds for revocation or cancellation of this Agreement by Named Plaintiff.

e. Employer Payroll Taxes. Defendants agree to pay their share of payroll taxes and contributions in connection with the portion of the settlement allocated towards wages (which it will pay in addition to the Maximum Settlement Amount).

f. PAGA Allocation and PAGA Payment(s). Pursuant to California Labor Code Sections 2698, *et seq.*, the Parties designate Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) of the Maximum Settlement Amount to resolve the Settled PAGA Claims (i.e., the PAGA Allocation). Pursuant to the California Labor Code, seventy-five percent (75%) of the PAGA Allocation, which is One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), will be paid to the LWDA. The remaining Fifty Thousand Dollars and Zero Cents (\$50,000.00) ("Net PAGA Distribution Amount") shall be paid to PAGA Members on a *pro rata* basis based on the number of Workweeks worked by the PAGA Member during the PAGA Period as follows:

i. The Settlement Administrator will determine the total number of Workweeks worked by a PAGA Member during the PAGA Period (“Qualifying PAGA Workweek(s)”) as reflected in the Class List to be provided by Defendants to the Settlement Administrator;

ii. Each PAGA Member is eligible to receive a *pro rata* share of the Net PAGA Distribution Amount based on his or her share of the total number of Qualifying PAGA Workweeks worked.

iii. The value of a single Qualifying PAGA Workweek shall be determined by dividing the Net PAGA Distribution Amount by the total number of Qualifying PAGA Workweeks worked by all PAGA Members. Each PAGA Member shall receive a PAGA Payment equal to his or her Qualifying PAGA Workweeks multiplied by the value of a single Qualifying PAGA Workweek. PAGA Members shall receive their respective PAGA Payments regardless of whether they opt out with respect to their class claims.

g. Settlement Payments to Settlement Class Members. Settlement Payments to the Settlement Class Members will be calculated as follows:

i. The Settlement Administrator will determine the total number of Workweeks worked by Settlement Class Members during the Class Period (“Qualifying Workweek(s)”) as reflected in the Class List to be provided by Defendants to the Settlement Administrator;

ii. Each of the Class Members is eligible to receive a *pro rata* share of the Net Distribution Fund based on his or her share of the total number of Qualifying Workweeks worked.

iii. The value of a single Qualifying Workweek shall be determined by dividing the Net Distribution Fund by the total number Qualifying Workweeks by all Settlement Class Members. Each Settlement Class Member shall receive a gross individual payment (“Individual Settlement Payment”) equal to his or her Qualifying Workweeks multiplied by the value of a single Qualifying Workweek.

1 h. The Parties agree that under no circumstances shall Defendants be obligated to
2 pay any amount under this Agreement to any Class Member other than all Settlement Class Members
3 and PAGA Members.

4 i. The Parties acknowledge and agree that the formula used to calculate
5 Settlement Payments and PAGA Payments does not imply that all of the elements of damages
6 covered by the release are not being taken into account.

7 52. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement Class
8 Members and PAGA Payments made to PAGA Members under this Agreement shall not be utilized
9 to calculate any additional benefits under any benefit plans to which any Settlement Class Members
10 or PAGA Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans,
11 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
12 plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or
13 amounts to which any Settlement Class Members and PAGA Members may be entitled under any
14 benefit plans.

15 53. Taxation of Settlement Proceeds.

16 a. The Parties agree that the Settlement Payments shall be allocated as follows:
17 thirty-three and one-third percent (33 1/3 %) will be allocated to wages, and subject to all applicable
18 employee state and federal tax withholdings; thirty-three and one-third percent (33 1/3 %) will be
19 considered penalties; and thirty-three and one-third percent (33 1/3 %) shall be allocated to interest
20 and any other non-wage related amount. The payment for wages shall be reported on an IRS Form
21 W-2. The payments for penalties, interest, and other non-wage related amounts will be reported on an
22 IRS Form 1099.

23 b. The PAGA Payments to PAGA Members will be designated entirely as
24 payments for alleged penalties.

25 c. The Settlement Administrator shall calculate, withhold from the Individual
26 Settlement Payments, and remit to applicable governmental agencies sufficient amounts, if any, as
27 may be owed by Settlement Class Members for applicable employee taxes. The Settlement
28

1 Administrator will issue appropriate tax forms, as required, to each such Settlement Class Member
2 and PAGA Member consistent with the above allocations.

3 d. All Parties represent that they have not received, and shall not rely on, advice
4 or representations from other Parties or their agents regarding the tax treatment of payments under
5 federal, state, or local law. In this regard, Defendants make no representations regarding the taxability
6 of the Settlement Payments, PAGA Payments, or any other payments made under this Agreement.

7 e. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Costs and
8 Attorneys' Fees awarded by the Court.

9 f. Named Plaintiff will be issued IRS Form 1099s for any Service Payment
10 approved by the Court. The Service Payment payable to Named Plaintiff shall be in addition to the
11 Settlement Payment and, if applicable, PAGA Payment that he will receive.

12 54. Provisional Approval of Settlement. Named Plaintiff shall file a motion in the Action
13 and take all other necessary steps to request that the Court enter the Preliminary Approval Order
14 based on an agreed-upon Settlement schedule, subject to Court approval, including:

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

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

20 c. Preliminarily approving the appointment of Named Plaintiff as representative
21 of the Class for settlement purposes;

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

24 e. Appointing and approving the Settlement Administrator, to comply with the
25 duties and obligations as required by this Agreement;

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

27 g. Scheduling the Final Approval Hearing for consideration of final approval of
28 this Agreement;

h. Approving the procedure to submit an Opt Out Request, Objection, or Dispute;

Defendants shall not oppose Class Counsel's motions for preliminary approval and final approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Failure of the Court to grant a Preliminary Approval Order will be grounds for the Parties to terminate the Settlement and the terms of the Agreement, provided that, should the Court fail to approve this Settlement for any reason, the Parties first agree that they will return to and attend mediation with a mutually agreed mediator in an effort to reach a settlement that may be approved by the Court. A request by the Court for supplemental brief, or a preliminary denial pending additional briefing, shall not be deemed a denial of preliminary approval. To the extent the Court requests further or supplemental briefing, the Parties will work in good faith to address the Court's concerns and questions.

55. Notice Procedure.

a. *Class and PAGA Member Data.* Within twenty-eight (28) calendar days after notice of entry of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator Microsoft Office Excel data file(s) identifying for each Class Member: (1) full name; (2) last known address; (3) last known telephone number, if known; (4) social security number, if known; (5) start and end dates of active employment for Class Members; (6) data necessary to determine Qualifying Workweeks for each Class Member; (7) data necessary to determine Qualifying PAGA Workweeks for each PAGA Member; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement (collectively referred to as the "Class List"). The Settlement Administrator will keep the Class List confidential and shall not provide to anyone, including Class Counsel absent express written approval from Defendants, and shall use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

b. *Settlement Administrator Duties.* Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members and PAGA Members

1 using the National Change of Address database and other available resources deemed suitable by the
2 Settlement Administrator. To the extent this process yields a different address from the one supplied
3 by Defendants (“Updated Address”), that Updated Address shall replace the address supplied by
4 Defendants (i.e., Last Known Address) and be treated as the new Last Known Address for purposes
5 of this Agreement and for subsequent mailings in particular.

6 c. *Notice Process.* Within fourteen (14) days following receipt of the Class List,
7 the Settlement Administrator shall prepare and mail the approved Class Notice. The Settlement
8 Administrator shall deliver the Class Notice by First-Class U.S. Mail to each Class Member and
9 PAGA Member’s Last Known Address or Updated Address (if applicable).

10 d. *Opt Out Request.* Any Class Member may exclude himself or herself from the
11 Settlement. Any such Opt Out Request must be submitted to the Settlement Administrator in writing
12 on or before the Response Deadline. Opt Out Requests do not apply to the Settled PAGA Claims and
13 will not exclude PAGA Members from the release of Settled PAGA Claims.

14 e. *Objections.* Any Settlement Class Member may object to the Settlement by
15 submitting an Objection to the Settlement Administrator on or before the Response Deadline. Any
16 Settlement Class Member may also choose to appear at the Final Approval Hearing to state their
17 objection. The Parties shall be permitted to file responses to any Objections no later than five (5)
18 court days prior to the Final Approval Hearing. At no time shall any of the Parties or their counsel
19 seek to solicit or otherwise encourage Settlement Class Members to submit any Objections to the
20 Settlement or appeal from the Order of Final Approval and/or Final Judgment. Class Counsel shall
21 not represent any Settlement Class Members with respect to any such Objections. The Settlement
22 Administrator shall file or otherwise submit to the Court and serve on the Parties all Objections
23 received by the Settlement Administrator within ten (10) days after the Response Deadline.

24 f. *Disputes.* Class Members will have the right to challenge the number of
25 Qualifying Workweeks and/or Qualifying PAGA Workweeks allocated to them. Class Members
26 shall have until the Response Deadline to submit to the Settlement Administrator their dispute *in*
27 *writing* (“Dispute”) at the address indicated on the Class Notice. Each Dispute must (1) contain the
28 name, address, and telephone number of the Class Member and the case name and number of the

1 Action; (2) be signed by the Class Member; (3) be postmarked, e-mailed, or fax stamped on or before
2 the Response Deadline and returned to the Settlement Administrator at the specified address, e-mail
3 address, or fax number; (4) clearly state the number of Qualified Workweeks and/or Qualified PAGA
4 Workweeks he or she believes is correct; and (5) attach any documentary evidence the Class Member
5 has to prove the number of contented Qualified Workweeks and/or Qualified PAGA Workweeks.
6 Defendants shall have the right to respond to any Dispute submitted by any Class Members. The
7 Settlement Administrator will inform Class Counsel and Defendants' Counsel in writing of any
8 timely submitted Disputes and will determine all such Disputes. Subject to Court approval, Disputes
9 will be resolved without hearing by the Settlement Administrator, who will make a decision based on
10 Defendants' records and any documents or other information presented by the Class Member making
11 the Dispute, Class Counsel, or Defendants.

12 g. *Settlement Administrator Follow-Up Efforts.*

13 i. The Settlement Administrator shall re-mail by First-Class U.S. mail
14 the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-
15 Class U.S. mail the Class Notice to any individual who personally provides an updated address to the
16 Settlement Administrator. Any re-mailing shall occur within five business days of receipt by the
17 Settlement Administrator of the returned Class Notice.

18 ii. In the event the first mailing of the Class Notice to any Class Member
19 and PAGA Member is returned without a forwarding address, the Settlement Administrator will
20 immediately perform a skip trace search using the social security number provided by Defendants
21 and National Change of Address searches, as needed, to obtain an updated mailing addresses.

22 iii. In the event the Settlement Administrator receives a deficient Opt-Out
23 request, the Settlement Administrator is to send one letter giving the Class member and/or PAGA
24 Member 15 days to submit any missing information.

25 h. *Documenting Communications.* The Settlement Administrator shall date
26 stamp documents it receives, including Opt Out Requests, Objections, Disputes, and any
27 correspondences and documents from Class Members and PAGA Members.
28

1 i. *Settlement Administrator Declaration.* At least ten (10) days prior to the filing
2 of the motion for final approval, the Settlement Administrator shall prepare, subject to the Parties'
3 input and approval, a declaration setting forth the due diligence and proof of mailing of the Class
4 Notice, the results of the Settlement Administrator's mailings, including tracing and re-mailing
5 efforts, and the Class Members' and PAGA Members' responses to those mailing, and provide
6 additional information deemed necessary to approve the settlement.

7 j. *Settlement Administrator Written Reports.* Each week after initially mailing
8 the Class Notices and prior to the Response Deadline, the Settlement Administrator shall provide the
9 Parties with a report listing the number of Class Members that submitted Opt Out Requests and
10 Objections as well as the number of re-mailed and/or undeliverable class notices. Within seven (7)
11 days after the Response Deadline, the Settlement Administrator will provide a final report listing the
12 number of Class Members who submitted Opt Out Requests or Objections.

13 k. *Settlement Administrator Calculations of Settlement Payments.* Within seven
14 (7) days after resolving all Disputes made by Settlement Class Members, and following the Final
15 Approval Order, the Settlement Administrator shall provide to the Parties a report showing, by
16 employee ID number and without individual names, its calculation of all Settlement Payments to be
17 made to Settlement Class Members and PAGA Payments to be made to PAGA Members. After
18 receiving the Settlement Administrator's report, Class Counsel and Defendants' counsel shall review
19 the same to determine if the calculation of payments to Settlement Class Members and PAGA
20 Members is consistent with this Agreement, and shall notify the Settlement Administrator if either
21 counsel does not believe the calculation is consistent with the Agreement. After receipt of comments
22 from counsel, the Settlement Administrator shall finalize its calculation of Settlement Payments and
23 PAGA Payments, at least five (5) days prior to the distribution of such payments, and shall provide
24 Class Counsel and Defendants' Counsel with a final report listing, by employee ID number and
25 without individual names, the amount of all payments to be made to each Settlement Class Member
26 from the Net Distribution Fund and listing the amount of all payments to be made to each PAGA
27 Member from the Net PAGA Distribution Amount. The Settlement Administrator will also provide
28

information that is requested and approved by both Parties regarding its duties and other aspects of the Settlement and that is necessary to carry out the terms of the Settlement.

l. *Case Website.* The Settlement Administrator shall establish a static website and, on the website, post this stipulation, any preliminary approval order and the Final Approval Order and Judgment, for a duration of at least 90 days after the Effective Date, unless otherwise ordered by the Court. Posting of the Final Approval Order and Judgment on such website shall constitute notice of judgment to the Settlement Class, as required by California Rule of Court 3.771(b).

56. Requirements for Recovery of Settlement Payments.

a. *Class Members.* No claim form is necessary to participate in the Settlement. Unless a Class Member submits a valid and timely Opt Out Request, that Class Member will be a Settlement Class Member, bound by the Final Judgment, and will receive a payment from the Net Distribution Fund (i.e., a Settlement Payment). All Class Members except for those who timely and validly opt out of the Settlement (i.e., Settlement Class Members) shall be bound by the release of Settled Claims in this Agreement.

b. *PAGA Members.* All PAGA Members shall be bound by the release of Settled PAGA Claims in this Agreement whether or not they submit an Opt Out Request.

c. *Late Submissions.* The Settlement Administrator shall not accept as valid any Opt Out Request postmarked after the Response Deadline. It shall be presumed that, if an Opt Out Request or Objection is not postmarked by, facsimiled, or otherwise received on or before the Response Deadline, the Class Member did not return the Opt Out Request or Objection in a timely manner.

d. *Opt-Out Procedure.* A Class Member will not be entitled to opt out of the Settlement established by this Agreement unless he or she submits to the Settlement Administrator a timely and valid Opt Out Request.

i. The Settlement Administrator shall not have the authority to extend the deadline for Class Members to submit an Opt Out Request absent agreement by both Parties.

1 ii. Class Members shall be permitted to rescind in writing their Opt Out
2 Request by submitting a written rescission statement to the Settlement Administrator no later than the
3 filing date of the motion for Final Approval.

4 iii. If more than five percent (5%) of the Class Members timely opt out of
5 the Settlement, Defendants shall have the sole and absolute discretion to withdraw from this
6 Agreement within fourteen (14) days after the Response Deadline and written notice from the
7 Settlement Administrator of the final opt out rate. Defendants shall provide written notice of such
8 withdrawal to Class Counsel. In the event Defendants elect to so withdraw, the withdrawal shall have
9 the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement, and
10 the Agreement shall become null and void and have no further force or effect, and Defendants will be
11 responsible for any and all Settlement Administration Costs incurred thus far.

12 57. Final Fairness Hearing, Final Approval and Final Judgment.

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

15 b. *Motion.* Named Plaintiff will draft and file a motion for final approval in
16 conformity with any requirements from the Court and will take other action to request the entry of
17 Final Judgment in accordance with this Agreement. In conjunction with the motion for final approval
18 and requesting an award of Attorneys' Costs, Attorneys' Fees, and Service Payment, Class Counsel
19 shall file a declaration from the Settlement Administrator confirming that the Class Notice was
20 mailed to all Class Members as required by this Agreement, as well as any additional information
21 Class Counsel deems appropriate to provide to the Court.

22 c. *Order.* The Parties shall take all reasonable efforts to secure entry of the Final
23 Approval Order and Final Judgment. If the Court rejects the Agreement or denies Final Approval of
24 the Settlement, this Agreement shall be void *ab initio*, and Defendants shall have no obligation to
25 make any payments under the Agreement besides any Settlement Administration Costs incurred thus
26 far. Named Plaintiff will submit a proposed Final Approval Order containing the following
27 provisions:
28

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

ii. Affirming that each side will bear its own costs and fees (including attorneys' fees), except as provided by the Agreement, and that Defendants shall not be required to pay any amounts other than as set forth in the Agreement;

iii. Confirming that the certification of the Class for purposes of Settlement only;

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

v. Rejecting any objections to the Settlement;

vi. Approving the settlement of Settled PAGA Claims consistent with the Settlement;

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

viii. Requiring the Parties to carry out the provisions of this Agreement.

58. Notice to the Labor and Workforce Development Agency. Class Counsel is responsible for complying with all requirements of the PAGA governing notice to the LWDA of settlement and/or final judgment. Specifically, Class Counsel will provide a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court and will further provide a copy of the Court's judgment to the LWDA within ten (10) days after entry of judgment or order as required by Labor Code sections 2699(1)(2)-(3).

59. Payment of Settlement. Defendants will deposit the Maximum Settlement Amount into an account established by the Settlement Administrator within fourteen (14) days of the Effective Date or July 1, 2024, whichever is later.

1 a. The Parties agree that the Maximum Settlement Amount will qualify as a
2 settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of
3 1986, as amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the
4 Settlement Administrator is hereby designated as the “Administrator” of the qualified Settlement
5 funds for purposes of Section 1.468B-2(k) of the income tax regulations. As such, all employee taxes
6 imposed on the gross income of that settlement fund and any tax-related expenses arising from any
7 income tax returns or other reporting documents that may be required by the Internal Revenue
8 Service or any state or local taxing body will be paid from the Net Distribution Fund by the
9 Settlement Administrator.

10 b. The Settlement Administrator shall be deemed to have timely distributed
11 Settlement Payments and PAGA Payments if it places said payment in the mail (First-Class U.S.). If
12 the Settlement Administrator receives notice from Settlement Class Members or PAGA Members
13 that they have not received their settlement check due to changes of address or other circumstances,
14 the Settlement Administrator shall make reasonable efforts to ensure the initial payment is cancelled
15 and re-mail the Settlement Payment to the Settlement Class Member and/or PAGA Payment to the
16 PAGA Member.

17 c. The distribution of Attorneys’ Costs, Attorneys’ Fees, Service Payment,
18 Settlement Administration Costs, and LWDA’s portion of the PAGA Allocation shall occur no later
19 than the Settlement Proceeds Distribution Deadline.

20 d. Settlement Class Members who are sent Settlement Payments and PAGA
21 Members who are sent PAGA Payments shall have one hundred eighty (180) days after mailing by
22 the Settlement Administrator to cash their settlement checks.

23 e. If such Settlement Class Members and/or PAGA Members do not cash their
24 checks within the one hundred eighty (180) day period, those checks will become void and a stop
25 payment will be placed on the uncashed checks. In the event settlement checks that are not cashed
26 within one hundred eighty (180) days of mailing, or are returned to the Settlement Administrator, the
27 Settlement Administrator shall send the uncashed funds to Legal Aid At Work, a jointly selected non-
28 profit organization in compliance with California Code of Civil Procedure section 384. Settlement

1 Class Members and PAGA Members who fail to deposit or negotiate their check(s) in a timely
2 fashion shall remain subject to the terms of the Agreement and the Final Judgment.

3 f. Upon completion of administration of the Settlement, the Settlement
4 Administrator shall provide written certification of such completion to the Court, Class Counsel, and
5 Defendants' Counsel.

6 60. Binding Effect of Agreement on Settlement Class Members and PAGA Members.
7 Subject to final Court approval, all Settlement Class Members and PAGA Members shall be bound
8 by this Agreement and Final Judgment shall be entered in the Action.

9 61. Waiver of Appeal. Subject to preliminary and final approval of this Settlement,
10 Named Plaintiff and all Class Members, except those Class Members who make timely and valid
11 Objections pursuant to the terms of this Agreement, expressly waive the right to appeal.

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

20 63. No Injunctive Relief. The Parties agree that the Settlement does not include
21 injunctive relief against Defendants or the Released Parties.

22 64. Pro Rata Adjustment to Maximum Settlement Amount Based on Workweeks. Prior
23 to the Parties' March 13, 2023 mediation, Defendants provided, among other things, detailed time
24 and payroll data, as well as a sample class list, that contained the hire and termination dates and
25 rehire and termination dates of Class Members for the period from February 24, 2018 through
26 January 13, 2023. Based on this and updated data, it is estimated that the Class Members performed
27 work during approximately 165,000 weeks in the period from February 24, 2018 through October 1,
28 2023. If the actual number of Workweeks for Class Members in the Class Period *exceeds* 165,000

1 weeks, the Parties agree the Maximum Settlement Amount shall be increased *pro rata* according to
2 the number of actual Workweeks in excess of 165,000, which equates to \$13.94 for each additional
3 week over 165,000 ($\$2,300,000.00 \div 165,000$). In the alternative, Defendants, in their sole discretion,
4 may elect to set the end of the Class Period and PAGA Period on an earlier date such that this
5 provision of the Settlement is not triggered.

6 65. Remedial Measures by Defendants. As part of this Settlement, Defendants shall stop,
7 and not reinstate, the practice of rounding employee time punches whether at the start of the shift,
8 start or end of any meal period, or at the end of the shift.

9 66. Confidentiality.

10 a. General. Plaintiff and Class Counsel shall agree not to disclose or publicize
11 this Agreement, its terms or contents, and the negotiations underlying the Agreement, in any manner
12 or form, directly or indirectly, to any person or entity, except potential Class Members and as shall be
13 contractually required to effectuate the terms of the Agreement. For avoidance of doubt, this section
14 means Plaintiff and Class Counsel agree not to issue press releases, communicate with or respond to
15 any media or publication entities, publish information in manner or form, whether printed or
16 electronic, on any medium or otherwise communicate, whether by print, video, recording or another
17 medium, with any person or entity concerning the Agreement, including the face of the Agreement,
18 its terms or contents and the negotiations underlying the Agreement, except as shall be contractually
19 required to effectuate the terms of the Agreement.

20 b. Media Comment. The Parties and their respective counsel agree that the terms
21 of this Agreement (including, but not limited to, any settlement amounts), the negotiations leading to
22 this Agreement, and all documents related to the Agreement, shall not be discussed with, publicized,
23 or promoted to the media, except as necessary in order to enforce its terms. Class Counsel and/or
24 Plaintiff will not list or refer to the Action in any website, mailing, publicity or similar materials –
25 including, but not limited to, any radio or television stations, newspapers, or magazines. In response
26 to any inquiries, including those from media outlets, concerning the settlement, the Parties and their
27 respective counsel agree that they shall simply respond by stating, “the matter has resolved.”
28

c. Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not to use Defendants' name in marketing materials. Class Counsel and the Class Representative will not make any posting on any website, instant message site, blog, or social networking site that uses Defendants' name, and will not list or refer to the Action in any website, mailings, publicity, or other similar fora or materials. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this Action and the venue/case number of this action (but not any other settlement details) for such purposes.

67. Destruction or Return of Evidence. Upon distribution of all settlement funds, the Parties shall destroy all confidential documents related to the Complaint. Within twenty-one (21) days of the distribution of all payments described in this Agreement, Class Counsel shall sign a declaration confirming the destruction of all Defendants' confidential information, including but not limited to, employees' ID numbers, timekeeping data, and payroll information related to the Class Members.

68. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and, if a material change, approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

69. Ongoing Cooperation. Named Plaintiff and Defendants, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to effectuate and implement the terms of this Agreement, including but not limited to drafting and submitting the Motions for Preliminary and Final Approval, and defending the Agreement and Final Judgment against objections and appeals. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

70. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
2 or rights herein released and discharged except as set forth herein.

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

6 72. Integration/Entire Agreement. The Parties warrant that no promise or inducement has
7 been offered or made to any of the Parties except as set forth herein. This Agreement constitutes the
8 full, complete and entire understanding, agreement and arrangement between Named Plaintiff and the
9 Class Members and PAGA Members on the one hand, and Defendants and Released Parties on the
10 other hand, with respect to the Settlement of the Action and the Settled Claims and Settled PAGA
11 Claims against the Released Parties. This Agreement supersedes any and all prior oral or written
12 understandings, agreements, and arrangements, written or oral, express or implied, between the
13 Parties with respect to the Settlement of the Action and the Settled Claims and Settled PAGA Claims
14 against the Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and
15 California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
16 construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and
17 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
18 the terms of this Agreement.

19 73. Execution in Counterparts. This Agreement may be signed in one or more
20 counterparts. A photographic, scanned, or facsimile copy of signatures shall be treated as an original
21 signature for all purposes. All executed copies of this Agreement, and photocopies thereof (including
22 facsimile or email copies of the signature pages), shall have the same force and effect and shall be as
23 legally binding and enforceable as the original.

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

1 75. Governing Law. This Agreement shall be interpreted, construed, enforced, and
2 administered in accordance with the laws of the State of California without regard to otherwise
3 applicable principles of conflicts of laws.

4 76. Invalidity of Any Provision. Before declaring any provision of this Agreement
5 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
6 consistent with applicable precedents so as to define all provisions of this Agreement valid and
7 enforceable.

8 77. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with
9 class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code
10 of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over this Action and over
11 all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of
12 this Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court
13 may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken
14 and based on an alleged violation of any material term of the Agreement.

15 78. Fair and Reasonable; Mutual Preparation. The Parties have had a full opportunity to
16 negotiate the terms and conditions of this Agreement, which they believe represents a fair, adequate,
17 and reasonable resolution of the Action. Accordingly, this Agreement shall not be construed more
18 strictly against one Party than another merely by virtue of the fact that it may have been prepared by
19 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
20 between the Parties, all Parties have contributed to the preparation of this Agreement.

21 79. Resolution of Disputes. The Parties agree to refer any disputes related to the drafting
22 of the Agreement and attached documents to mediator, Tripper Ortman, Esq.

23 80. Representation by Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
25 Agreement has been executed with the consent and advice of counsel.

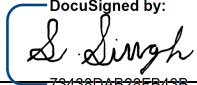
26 81. Voluntary Agreement. The Parties acknowledge that they have entered into this
27 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
28 or undue influence of any Party, and not in reliance on any promises, representations, or statements

made by the other Parties other than those contained in this Agreement. Each of the Parties hereto expressly waives any right he/it/they might ever have to claim that this Agreement was in any way induced by fraud.

82. Parties' Authority. The signatories hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

IT IS SO AGREED:

Dated: 1/10/2024, 2023

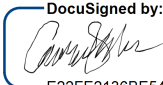
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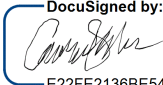
MOON LAW GROUP, P.C.

By: 
 Kane Moon, Esq.
 Allen Feghali, Esq.
 Jacquelyne VanEmmerik, Esq.
 Attorneys for Plaintiff, Sukhber Singh

Dated: 1/12/2024, 2023

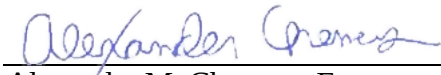
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OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: 
 Alexander M. Chemers, Esq.
 Briana LaBriola, Esq.
 Attorneys for Defendants,
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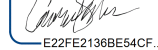
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