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Attorneys for Plaintiff ANSELMO PARDO on
behalf of himself and others similarly situated

(Additional counsel on next page)

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ANSELMO PARDO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

SHADOW HOLDINGS LLC dba BOCCHI
LABORATORIES, INC., a California Limited
Liability Company; BOCCHI
LABORATORIES OHIO, LLC, a Delaware
Limited Liability Company; BRIGHT
INNOVATION LABS, entity unknown; and
DOES 1 to 10, inclusive,

Defendants.

CASE NO. 22STCV09206

[Assigned to David S. Cunningham, Dept. 11]

CLASS ACTION

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

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HOLDINGS LLC dba BOCCHI LABORATORIES, INC., BOCCHI

LABORATORIES OHIO, LLC.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Anselmo Pardo on his own behalf, on behalf of all similarly situated employees, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”) (“Plaintiff” or “Class Representative”), and Defendants Shadow Holdings LLC dba Bocchi Laboratories, Inc., a California Limited Liability Company; Bocchi Laboratories Ohio, LLC, a Delaware limited liability company; and Bright Innovations Labs (“Defendants”). Plaintiff and Defendants are sometimes referred to individually as a “Party” and collectively referred to herein as the “Parties.” This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding on Plaintiff, the current and former employees s/he seeks to represent, the Settlement Class and PAGA Settlement Group, and on Defendants, subject to the definitions, recitals, and terms set forth herein and the approval of the Court. THE PARTIES STIPULATE AND AGREE as follows:

1. DEFINITIONS.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 1.1 “Action” means the Plaintiff Pardo’s lawsuit alleging wage and hour violations against Shadow Holdings LLC dba Bocchi Laboratories, Inc.; Bocchi Laboratories Ohio, LLC; and Bright Innovations Labs, captioned Anselmo Pardo v. Shadow Holdings LLC dba Bocchi Laboratories, Inc., et al., Case No. 22STCV09206 initiated on March 15, 2022, and originally filed in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral third party entity the Parties have jointly agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

- 1.4 “Aggrieved Employee” means all current and former non-exempt employees of Defendants in the State of California who worked for Defendants during the PAGA Period of March 15, 2021 through February 24, 2023.
- 1.5 “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the Court for Class Counsel’s litigation and resolution of the Action.
- 1.6 “Class” means all current and former non-exempt hourly employees of Defendants in the State of California who worked for Defendants during the Class Period of March 15, 2018 through February 24, 2023.
- 1.7 “Class Claims” refers to all claims in the Class Action Complaint.
- 1.8 “Class Counsel” means Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King of BRADLEY/GROMBACHER, LLP; John Habashy of LEXICON LAW, PC., who subject to court approval shall act as counsel for the Class Members.
- 1.9 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.10 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, dates of employment and Eligible Pay Periods, or data that will allow the Settlement Administrator to reasonably determine Eligible Pay Periods. . Defendants will in good faith compile from its records and provide the Class Data to the Administrator.
- 1.11 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.12 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.13 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.14 “Class Period” means the period from March 15, 2018 through February 24, 2023.
- 1.15 “Class Representative” means Plaintiff Anselmo Pardo in the operative complaints in the Action seeking Court approval to serve as Class Representative.
- 1.16 “Class Representative Service Payment” means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a general release with Defendants.
- 1.17 “Complaint” means the operative complaint, filed in the Action.
- 1.18 “Court” means the Superior Court of California, County of Los Angeles.
- 1.19 “Defendants” mean Shadow Holdings LLC dba Bocchi Laboratories, Inc.; Bocchi Laboratories Ohio, LLC; and Bright Innovations Labs
- 1.20 “Defense Counsel” means Cheryl L. Schreck, Anet Drapalski, and Joel Moon of FISHER & PHILLIPS LLP
- 1.21 “Effective Date” means: (a) the date of entry of the Court’s order granting final approval of the Settlement Agreement and Judgment, if no Objections have been filed or if an Objection was filed and later withdrawn; or (b) if an Objection to the Settlement Agreement is filed, then the date when the time expires to file an appeal of the Court’s granting of final approval of the Settlement Agreement; or (c) if an

1 Objection is filed, as well as a timely Notice of Appeal of the Court's granting of
2 final approval of the Settlement Agreement, then the date the appeal is finally
3 resolved, with the Final Approval unaffected. It is the intention of the Parties that
4 the Settlement shall not become effective until the Court's Order Granting final
5 approval approving the Settlement has become completely final and Judgment has
6 been entered in accordance with the terms of the Settlement, and no timely recourse
7 remains for an appellant or objector to contest the Settlement. "Eligible Pay
8 Periods" means an estimate of the number of pay periods in which Settlement Class
9 Member(s) performed work for Defendants in the State of California, excluding
10 vacation, leaves of absence, or any gaps in employment, during the Class Period
11 based on Defendants' records.

12 1.22 "Final Approval" means the Court's order granting final approval of the Settlement,
13 in a form substantially similar to the order attached hereto as **Exhibit C**.

14 1.23 "Final Approval Hearing" means the Court's hearing on the Motion for Final
15 Approval of the Settlement to ascertain the fairness, reasonableness, and adequacy
16 of the Settlement.

17 1.24 "Final Judgment" means the Judgment Entered by the Court upon Granting Final
18 Approval of the Settlement. The Final Judgment shall constitute a judgment
19 respecting the Parties within the meaning and for purposes of California Code of
20 Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for
21 purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th
22 969 (2009).

23 1.25 "Gross Settlement Amount" means Two Hundred and Forty-Five Thousand Dollars
24 (\$245,000) which is the total amount Defendants agree to pay under the Settlement
25 except as provided in Paragraph 8 below and except with respect to the employer's
26 share of payroll taxes. The Gross Settlement Amount will be used to pay Individual
27 Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
28 Counsel Fees, Class Counsel Litigation Expenses, Class Representatives Service

Payment and the Administrator's Expenses.

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

1.27 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period. Aggrieved Employees will automatically receive their Individual PAGA Payments even if they opt out of the Settlement.

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

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

1.30 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.31 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32 "Non-Participating Class Member" means any Class Member who timely opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion, as outlined in Section 7.5 Paragraph 7.5.1 of This Agreement.

1.33 "Notice of Class Action and PAGA Settlement" means the notice of settlement, attached hereto as **Exhibit A**, to be mailed as part of the Notice Packet to all prospective Class Members upon Preliminary Approval.

1.34 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.35 “PAGA Period” means the period from March 15, 2021 through February 24, 2023.
- 1.36 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.37 “PAGA Notice” means Plaintiff’s March 15, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.38 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$10,000.00) allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.39 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement pursuant to Section 7.5, paragraph 7.5.1 of this Agreement.
- 1.40 “Plaintiff” means Anselmo Pardo the named plaintiff in the Action.
- 1.41 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement in a form substantially similar to the order attached hereto as **Exhibit B**.
- 1.43 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.44 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.45 “Released Parties” means: Defendants and each of its former and present parents, subsidiaries, affiliates, owners, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, employees, equity holders (including, without limitation, partners, shareholders, holders of membership interests, or any other person or entity with an interest in or obligation regarding Defendants’ assets or liabilities), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors,

successors, transferees, and assigns of each of the persons and entities described in this sentence.

1.46 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and setting forth the Class Member’s name, present address, and a simple statement electing to be excluded from the Class Settlement. .

1.47 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) dispute the information contained in the Notice of Class Action and PAGA Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.48 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. STIPULATED BACKGROUND

2.1 On March 15, 2022, Plaintiff Pardo filed a Complaint alleging causes of action against Defendants alleging claims for (1) Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198; (2) Failure to Pay All Wages and Minimum Wages in Violation of Labor Code Sections 1182, 1194, 1197, 1198; (3) Failure to Provide Compliant Meal Breaks in Violation of Labor Code section 226.7; (4) Failure to Provide Compliant Rest Breaks in Violation of Labor Code section 226.7; (5) Failure to Provide Suitable Seating in Violation of Labor Code section 1198; (6) Failure to adopt standards that minimize excessive indoor heat in violation of Labor Code sections 6720, 226.7; (7) Failure to timely pay wages during employment in violation of Labor Code section 204; (8) Failure to timely furnish accurate itemized wage statements in violation of Labor Code section 226(a)

1 and failure to maintain accurate records; (9) Waiting time penalties pursuant to
2 Labor Code sections 201, 203; (10) Failure to reimburse business expenses in
3 violation of Labor Code section 2802; and (11) Violations of Business &
4 Professions Code section 17200 et seq.

5 2.2 On May 19, 2022, the LWDA did not take any action to investigate or prosecute the
6 matters alleged in Plaintiff's March 15, 2022 written notice.

7 2.3 On June 23, 2022, Plaintiff filed his First Amended Complaint adding a twelfth
8 cause of action for civil penalties pursuant to PAGA California Labor Code §§
9 2698, et seq.

10 2.4 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Pardo gave timely written
11 notice to all Defendants and the LWDA by sending the PAGA Notice.

12 2.5 On October 24, 2022, the Parties participated in an all-day mediation presided over
13 by Gail A. Glick, which led to this Agreement to settle the Action on a class-wide
14 and representative basis.

15 2.6 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through
16 informal discovery Plaintiff's personnel records, earnings histories, and copies of
17 wage statements. Defendant also provided Plaintiff's counsel with pertinent data for
18 the Class Members so that the Parties could fully-investigate the claims at issue and
19 understand their strengths and weaknesses. Plaintiff's investigation was sufficient to
20 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
21 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
22 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

23 2.7 The Court has not granted class certification.

24 2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of
25 any other pending matter or action asserting claims that will be extinguished or
26 affected by the Settlement. Solely for purposes of settling the Action, the Parties and
27 their respective counsel stipulate and agree that the requisites for establishing
28 conditional class certification with respect to the Class Members have been met and

1 are met. If the Court does not grant either preliminary or final approval of this
2 Settlement, the Parties agree that this stipulation regarding class certification will be
3 revoked and the Parties will return to a point in litigation prior to the execution of
4 this Agreement. More specifically, for settlement purposes only, the Parties
5 stipulate and agree that:

6 2.8.1 The Class is ascertainable and so numerous as to make it impracticable to
7 join all Class Members.

8 2.8.2 There are common questions of law and fact including, but not limited to,
9 the following:

10 2.8.2.1 Whether Defendants paid proper wages to the Class;

11 2.8.2.2 Whether Defendants paid proper minimum wages to the Class;

12 2.8.2.3 Whether Defendants paid proper overtime wages to the Class;

13 2.8.2.4 Whether Defendants provided meal periods to the Class;

14 2.8.2.5 Whether Defendants provided rest periods to the Class;

15 2.8.2.6 Whether Defendants indemnified the Class for employment-related
16 expenditures;

17 2.8.2.7 Whether Defendants paid compensation timely throughout Class
18 Members' employment;

19 2.8.2.8 Whether Defendants provided accurate itemized wage statements to
20 the Class;

21 2.8.2.9 Whether waiting-time penalties are available to Class Members who
22 are no longer employed by Defendants for violation of Labor Code
23 section 203;

24 2.8.2.10 Whether Defendants provided suitable seating;

25 2.8.2.11 Whether Defendants adopted standards to minimize excessive
26 indoor heat;

27 2.8.2.12 Whether Defendants paid proper meal period pay or rest
28 period pay to the Class; and

2.8.2.13 Whether Defendants engaged in unlawful or unfair business practices affecting the Class in violation of California Business and Professions Code sections 17200 through 17208.

2.8.3 Plaintiff's claims are typical of the claims of the Class Members.

2.8.4 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.

2.8.5 The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

2.8.6 With respect to the Class, questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

2.9 Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Further, Should, for whatever reason, the Court deny Final Approval, or this Settlement not become effective, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not certification would be appropriate in a non-settlement context. Defendants expressly reserve their right to oppose class certification in the Action or any other action should this Settlement not become effective.

2.10 Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Class Action Complaint, and Defendants further deny, for any purpose other than settling the Action, that the Action is appropriate for

1 class or representative treatment. With respect to Plaintiff's claims, Defendants
2 contend, among other things, that Plaintiff, the Class Members, and the Aggrieved
3 Employees have been paid proper wages, have been paid proper minimum wages,
4 have been paid proper overtime wages, have been provided meal periods or they
5 have been made available as required, have been provided rest periods or they have
6 been authorized and permitted as required, have been paid meal and rest period
7 premiums when appropriate at the correct rate, have been reimbursed for all
8 employment-related expenditures, have been paid timely wages during employment,
9 have been paid timely wages upon separation from employment, have been
10 provided with suitable seating, have been provided with indoor heat related
11 standards, and have been provided with accurate itemized wage statements.
12 Defendants contend, among other things, that they have complied at all times with
13 the Labor Code and the applicable Wage Orders of the Industrial Welfare
14 Commission. Furthermore, with respect to all claims, Defendants contend that they
15 have complied at all times with the California Business and Professions Code.

16 2.11 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
17 discharge all disputes and claims arising from or related to the Class Action
18 Complaint, and the Action.

19 2.12 Class Counsel has conducted a thorough investigation into the facts of the Action,
20 including an extensive review of relevant documents, and has diligently pursued an
21 investigation of the claims of the Class and Aggrieved Employees against
22 Defendants. Based on their own independent investigation and evaluation, Class
23 Counsel is of the opinion that the Settlement with Defendants for the consideration
24 and on the terms set forth in this Joint Stipulation of Class Action and PAGA
25 Settlement is fair, reasonable, and adequate, and is in the best interest of the Class in
26 light of all known facts and circumstances, including the risk of significant delay,
27 the risk the Class will not be certified by the Court, defenses asserted by
28 Defendants, and numerous potential appellate issues. Defendants and Defendants'

Counsel also agree that the Settlement is fair and in the best interest of the Class.

2.13 Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiff and Settlement Class Members. Defendants have also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendants continue to contend that it is not liable for any of the claims set forth by Plaintiff in this Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in this Action. Defendants contend that they have complied with all applicable state, federal, and local laws.

2.14 It is agreed by Plaintiff (on behalf of himself and the Class) and Defendants, that the Action and any claims, damages, or causes of action arising out of the disputes that are the subject of the Action, be settled and compromised as between Plaintiff, the Class and the Aggrieved Employees, on one hand, and Defendants, on the other, subject to the terms and conditions set forth in this Settlement and approval of the Court, as of the Effective Date.

2.15 This Agreement is a compromise of disputed claims. Defendants have claimed and continue to claim that the Released Claims have no merit and do not give rise to liability. Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. This Agreement is a compromise of disputed claims.

2.16 The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

2.17 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Two Hundred and Forty-Five Thousand Dollars and Zero Cents (\$245,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 The Net Settlement Amount will be determined by the Settlement Administrator by Subtracting the Class Representative Service Payment, Class Counsel's Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Administrator's Expenses. The anticipated Net Settlement Amount is \$119,250.00. The Parties estimate the amount of the Net Settlement Fund as follows, subject to the Court's approval:

Gross Settlement Fund:	\$	245,000.00
Class Representative Service Payment:	\$	5,000.00
Class Counsel Fees Payment:	\$	85,750.00
Class Counsel Litigation Expenses:	\$	10,000.00
LWDA Payment:	\$	7,500.00
<i>(\$7,5000 to the LWDA and \$2,500.00 to remain in Net Settlement Fund for distribution to PAGA Settlement Group)</i>		
Administrator's Expenses:	\$	7,500.00
Net Settlement Amount	\$	129,250.00

This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount, which includes, Class Representative Service

1 Payment, Class Counsel's Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment, the LWDA Payment, Individual Class Payments, Individual
3 PAGA Payments, and the Administrator's Expenses. No portion of the Gross
4 Settlement Fund will revert to Defendants.

5 3.3 Payments from the Gross Settlement Amount. The Administrator will make and
6 deduct the following payments from the Gross Settlement Amount, in the amounts
7 specified by the Court in the Final Approval:

8 3.3.1 To Plaintiff: Plaintiff will request that the court approve a Class Representative
9 Service Payment to the Class Representative of not more than \$5,000 (in addition to
10 any Individual Class Payments and, as to Plaintiff, any Individual PAGA Payment
11 the Class Representative is entitled to receive as a Participating Class Member).
12 Defendants will not oppose Plaintiff's request for Class Representative Service
13 Payment that does not exceed this amount. As part of the motion for Class Counsel
14 Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
15 approval for any Class Representative Service Payments no later than 16 court days
16 prior to the Final Approval Hearing. If the Court approves the Class Representative
17 Service Payment less than the amounts requested, the Administrator will retain the
18 remainder in the Net Settlement Amount. The Administrator will pay the Class
19 Representatives Service Payment using IRS Form 1099. Plaintiff assumes full
20 responsibility and liability for employee taxes owed on the Class Representative
21 Service Payment and shall hold harmless Defendants and Class Counsel from any
22 claim or liability for taxes, penalties, or interest arising as a result of the Class
23 Representative Service Payment.

24 3.3.2 To Class Counsel: Class counsel will request that the Court approve a Class
25 Counsel Fees Payment of not more than 35% of the Gross Settlement Payment,
26 which is currently estimated to be \$85,750.00 and a Class Counsel Litigation
27 Expenses Payment of not more than \$10,000.00. Defendants will not oppose
28 requests for these payments provided that do not exceed these amounts. Plaintiff

1 and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class
2 Litigation Expenses Payment no later than 16 court days prior to the Final Approval
3 Hearing. This Settlement is not contingent upon the Court awarding Class Counsel
4 any particular amount in attorneys' fees and costs. If the Court approves a Class
5 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
6 than the amounts requested, the Administrator will allocate the remainder to the Net
7 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
8 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel
9 Fee Payment and/or Class Counsel Litigation Expenses Payment. The
10 Administrator will pay the Class Counsel Fees Payment and Class Counsel
11 Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
12 assumes full responsibility and liability for taxes owed on the Class Counsel Fees
13 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants
14 harmless, and indemnifies Defendants, from any dispute or controversy regarding
15 any division or sharing of any of these Payments.

16 3.3.3 To the Administrator: The Administrator will pay out of the Gross Settlement
17 Amount to itself its reasonable fees and expenses that are documented and approved
18 by the Court in an amount not to exceed \$7,500.00 the extent the Settlement
19 Administration Expenses that are documented and approved by the Court are less
20 than \$7,500.00 the remainder will be retained in the Net Settlement Amount for
21 distribution to Participating Class Members. The Administrator shall have the
22 authority and obligation to make payments, credits and disbursements to Class
23 Members and Aggrieved Employees in the manner set forth herein, calculated in
24 accordance with the methodology set out in this Agreement and orders of the Court.
25 The Parties agree to cooperate in the settlement administration process and to make
26 all reasonable efforts to control and minimize the cost and expenses incurred in
27 administration of the Settlement
28

1 3.3.4 To Each Participating Class Member/Class Member Payment Ratio: Participating
2 Class Members will be paid on a pro-rata basis. To determine each prospective
3 Class Member's estimated Individual Settlement Payment, the Administrator will
4 use the following formula: the Net Settlement Amount will be divided by the
5 aggregate total number of pay periods worked by all prospective Class Members
6 during the Class Period, resulting in the Eligible Pay Period Value for Class
7 Members. Each prospective Class Member's estimated Individual Settlement
8 Payment will then be calculated by multiplying each prospective Class Member's
9 total number of Eligible Pay Periods by the Eligible Pay Period Value for Class
10 Members.

11 3.3.4.1 Tax Allocation of Individual Class Payments. All Individual Class
12 Settlement Payments to Participating Class Members will be allocated as
13 follows: Twenty percent (20%) of each Participating Class Member's
14 Individual Class Payment will be allocated to settlement of wage claims (the
15 "Wage Portion"), and eighty percent (80%) as interest and penalties ("the
16 Non-Wage Portion"). The Wage Portions are subject to tax withholding and
17 will be reported on an IRS W-2 Form. The Non-Wage Portions are not
18 subject to wage withholdings and will be reported on IRS 1099 Forms.
19 Participating Class Members assume full responsibility and liability for any
20 employee taxes owed on their Individual Class Payment and shall hold
21 harmless Defendants and Class Counsel from any claim or liability for taxes,
22 penalties, or interest arising as a result of the Individual Class Payment.

23 3.3.4.2 Effect of Non-Participating Class Members on Calculation of Individual
24 Class Payments. Non-Participating Class Members will not receive any
25 Individual Class Payments. The Administrator will retain amounts equal to
26 their Individual Class Payments in the Net Settlement Amount for
27 distribution to Participating Class Members on a pro rata basis.
28

1 3.3.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten
2 Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement
3 Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25%
4 (\$2,500.00) allocated to the Individual PAGA Payments. One hundred percent
5 (100%) of the PAGA Penalties is in settlement of claims for penalties and not be
6 subject to wage withholdings, and shall be reported on IRS Form 1099.

7 3.3.5.1 Individual PAGA Payments to Aggrieved Employees will be
8 calculated and apportioned from the percentage of the PAGA
9 Allocation allocated to the Aggrieved Employees (i.e., 25% of the
10 PAGA Allocation or \$2,500.00) based on the number of Pay Periods
11 the PAGA Employee worked during the PAGA Period as an hourly,
12 non-exempt employee of Defendants in California. Calculations of
13 Individual PAGA Payments will be made as follows:

14 3.3.5.1.1 The Settlement Administrator will first calculate the total
15 number of Pay Periods worked by each Aggrieved
16 Employee as a non-exempt hourly-paid employee in
17 California during the PAGA Period and the aggregate
18 total number of Pay Periods worked by all Aggrieved
19 Employees as non-exempt, hourly employees in
20 California during the PAGA Period. An Aggrieved
21 Employee who worked any portion of a PAGA Pay
22 Period will be credited with the entire Pay Period.
23 Aggrieved Employees assume full responsibility and
24 liability for any taxes owed on their Individual PAGA
25 Payment and shall hold harmless the Released Parties
26 and Class Counsel from any claim or liability for taxes,
27 penalties, or interest arising as a result of the Individual
28 PAGA Payment.

1 3.3.5.2 If the Court approves PAGA Penalties of less than the amount requested,
2 the Administrator will allocate the remainder to the Net Settlement
3 Amount. The Administrator will report the Individual PAGA Payments
4 on IRS 1099 Forms.

5 3.3.5.3 The Participating Class Members and Aggrieved Employees agree to
6 hold harmless the Released Parties, Class Counsel, Defendants' Counsel,
7 and the Settlement Administrator for any tax liability, including penalties
8 and interest, arising out of or relating to the Participating Class
9 Members' or Aggrieved Employees' failure to pay taxes on any amounts
10 paid pursuant to this Settlement.

11 3.3.6 No Credit Toward Benefit Plans. All settlement payments to Class Members
12 and Aggrieved Employees shall be deemed to be paid to such Class
13 Members and Aggrieved Employees solely in the year in which such
14 payments actually are received by the Class Member or Aggrieved
15 Employee. It is expressly understood and agreed that the Individual
16 Settlement Payments made to Class Members and Individual PAGA
17 Payments made to Aggrieved Employees under this Settlement, as well as
18 any other payments made pursuant to this Settlement, will not be used to
19 calculate any additional benefits under any benefit plans to which any Class
20 Members or Aggrieved Employees may be eligible, including, but not
21 limited to: (a) profit-sharing plans; (b) bonus plans; (c) 401(k) plans; (d)
22 stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO plans;
23 and (h) any other benefit plan. It is the Parties' intention that this Settlement
24 will not affect any rights, contributions, or amounts to which any Class
25 Members or Aggrieved Employees may be entitled under any benefit plans.

26 3.3.7 Tax Liability and Medicare. The Parties make no representations as to the
27 tax treatment or legal effect of the payments called for hereunder, and
28 Class Members and/or Aggrieved Employees are not relying on any

statement or representation by the Parties in this regard. Participating Class Members understand and agree that they will be responsible for the payment of taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. Plaintiff warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Member and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 163 Class Members who collectively worked a total of 9,893 Pay Periods. Defendants estimate there are 19,684 workweeks during the Class Period and 3,700 Pay Periods during the PAGA Period.
- 4.2 Class Data. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise

1 agree upon the Class Data prior to when it must be submitted to the Administrator.
2 This information will otherwise remain confidential and will not be disclosed to
3 anyone, except as required to applicable taxing authorities, in order to carry out the
4 reasonable efforts described in section 7, or pursuant to Defendants' express written
5 authorization or by order of the Court. All Class Data will be used for settlement
6 notification and settlement administration and shall not be used for any other
7 purpose by Class Counsel or the Administrator. This provision shall not be
8 construed to impede Class Counsel's ability to discharge their fiduciary duties to the
9 Settlement Class, and if additional disclosures are necessary, Class Counsel will
10 obtain written authorization of Defendants and/or an order from the Court. The
11 Administrator shall provide reasonable and appropriate administrative, physical, and
12 technical safeguards for any personally identifiable information ("PII") that it
13 receives from Defendants; and promptly provide Defendants with notice if PII is
14 subject to unauthorized access, use, disclosure, modification, or destruction.

15 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
16 Settlement Amount, and also fund the amounts necessary to fully pay Defendants'
17 share of payroll taxes by transmitting the funds to the Administrator no later than
18 twenty-one (21) 21 days after the Effective Date. The Administrator must provide
19 no later than five (5) days after the Effective Date to Defendants the total amount to
20 be paid by Defendants to cover its share of payroll taxes.

21 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after
22 Defendants fund the Gross Settlement Amount, the Administrator will mail checks
23 for all Individual Class Payments, all Individual PAGA Payments, the LWDA
24 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
25 Payment, the Class Counsel Litigation Expenses Payment, and the Class
26 Representatives Service Payment. Disbursement of the Class Counsel Fees
27 Payment, the Class Counsel Litigation Expenses Payment and the Class
28

Representatives Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

1 4.4.3 For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the
4 Court-approved nonprofit organization or foundation consistent with Code
5 of Civil Procedure Section 384, subd. (b), Bet Tzedek Legal Services (“Cy
6 Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent
7 that they have no interest or relationship, financial or otherwise, with the
8 intended Cy Pres Recipient. The Parties agree that there is a nexus between
9 the mission of Bet Tzedek and the interests of the Settlement Class
10 Members.

11 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments
12 will not result in any modification of previously credited hours of service or
13 other eligibility criteria under any employee pension or employee welfare
14 benefit plan sponsored by Defendants or any of the Released Parties or any
15 additional benefit payments (including without limitation vacation pay,
16 holiday pay, bonus pay, pension or 401(k) plan contributions) beyond those
17 provided by this Agreement to Plaintiff or Participating Class Members, and
18 Plaintiff and Participating Class Members will be deemed to have waived all
19 such claims, whether known or unknown by them, as part of their release of
20 claims under this Agreement.

21 **5. RELEASES OF CLAIMS.** The Parties intend in this Settlement for the Qualified
22 Settlement Fund (“QSF”) to be fully funded at the point in time following the Effective Date
23 when distribution of payments to Participating Class Members and Aggrieved Employees has
24 been ordered by the Court to be made. Upon the occurrence of the Effective Date and the date
25 Defendants fully fund the “Gross Settlement Amount,” Participating Class Members,
26 Aggrieved Employees and Plaintiff, each release and discharge, the Released Parties, and each
27 of them, from any and all Released Claims as follows:
28

1 5.1 Plaintiff's Releases. Plaintiff and his respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from all from any and all claims,
4 actions, charges, complaints, grievances and causes of action, of whatever nature,
5 whether known or unknown, which exist or may exist on Plaintiff's behalf as of the
6 date of this Agreement, including, but not limited to, any and all tort claims,
7 contract claims, wage claims, wrongful termination claims, disability claims, benefit
8 claims, public policy claims, retaliation claims, harassment claims, statutory claims,
9 personal injury claims, emotional distress claims, invasion of privacy claims,
10 defamation claims, fraud claims, quantum meruit claims, and any and all claims
11 arising under any federal, state or other governmental statute, law, regulation or
12 ordinance, including, but not limited to, claims for violation of the Fair Labor
13 Standards Act (including the Equal Pay Act), the California Labor Code,
14 specifically including but not limited to the Private Attorney General Act pursuant
15 to Labor Code 2699, the Wage Orders of California's Industrial Welfare
16 Commission, other state wage and hour laws, the Americans with Disabilities Act,
17 the Age Discrimination in Employment Act (ADEA), the Employee Retirement
18 Income Security Act, Title VII of the Civil Rights Act of 1964, 1866, and 1991, the
19 California Fair Employment and Housing Act, the California Family Rights Act, the
20 Family Medical Leave Act, California's Whistleblower Protection Act, California
21 Business & Professions Code §§17200 et seq., Section 503 of the Rehabilitation Act
22 of 1973, the California Constitution, the California Government Code, the
23 Employee Retirement Income Security Act, the California Pregnancy
24 Discrimination Act, the Immigration Reform and Control Act, the National Labor
25 Relations Act, California's Occupational Safety and Health Act, or the Federal
26 equivalent, the Families First Coronavirus Response Act, the California
27 Supplemental paid sick leave law or any other federal, state, or local paid sick leave
28

1 law, and any and all claims arising under any federal, state or other governmental
2 statute, law, regulation or ordinance.

3 Plaintiff may hereafter discover claims or facts in addition to, or different
4 from, those which he now knows or believes to exist, but Plaintiff expressly agrees
5 to fully, finally and forever settle and release any and all claims against the Released
6 Parties, known or unknown, suspected or unsuspected, which exist or may exist on
7 behalf of or against the other at the time of execution of this Agreement, including,
8 but not limited to, any and all claims relating to or arising from Plaintiff's alleged
9 employment with Defendants. This Release is intended to resolve any claims that
10 can be validly released.

11 This Release does not release claims that cannot be released by Plaintiff as
12 a matter of law, including but not limited to Plaintiff's right to file a charge with or
13 participate in a charge by the Department of Fair Employment and Housing or any
14 other federal, state, or local administrative body or government agency authorized to
15 enforce laws related to employment, claims for Workers' Compensation,
16 unemployment compensation, or state disability insurance benefits pursuant to the
17 terms of applicable state law

18 5.1.1. Plaintiff's Waivers of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiff's Releases, Plaintiff expressly waives and relinquishes the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
21 which reads:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
23 **WHICH THE CREDITOR OR RELEASING PARTY DOES**
24 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
25 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
26 **AND THAT, WHICH IF KNOWN BY HIM OR HER, WOULD**
HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

27 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
28 themselves and their respective former and present representatives, agents, attorneys, heirs,

1 administrators, successors, and assigns, release Released Parties from all claims arising under
2 federal, state, and/or local statutory, constitutional, contractual, or common law for wages,
3 damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation
4 costs, expenses, other fees of any kind, restitution, equitable relief, other relief under California
5 Business & Professions Code Section 17200 et seq. ("Section 17200"), whether known or
6 unknown, asserted or unasserted, accrued or un-accrued, that have been, could have been, or in the
7 future can or might be asserted by or on behalf of any of the Participating Class Members, which
8 the Participating Class Members ever had, now have, or may have had, that arise out of the factual
9 allegations that were alleged or could have been alleged in Plaintiff's Complaint herein or any
10 subsequent amended complaint during the time period of March 15, 2018 to February 24, 2023
11 and ascertained in the course of the Action, including, but not limited to, including, e.g., (1) Failure
12 to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (2) Failure to pay
13 all Wages and Minimum Wages in Violation of Labor Code §§ 1182, 1181.12, 1194, 1197, 1198;
14 (3) Failure to provide compliant meal breaks in violation of Labor Code §§ 226.7, 512; (4) Failure
15 to provide compliant rest breaks in violation of Labor Code §§ 226.7, 512; (5) Failure to provide
16 suitable seating in violation of Labor Code § 1198; (6) Failure to adopt standards that minimize
17 excessive indoor heat in violation of California Labor Code §§ 6720 and 226.7; (7) Failure to pay
18 wages during employment in violation of Labor Code § 204; (8) Failure to timely furnish an
19 accurate itemized wage statement upon payment of wages in violation of California Labor Code
20 §226 and failure to maintain accurate records; (9) Failure to pay all wages at time of termination in
21 violation of California Labor Code §§201-203; (10) Failure to reimburse business expenses in
22 violation of Labor Code § 2802; (11) Violations of Business & Professions Code section 17200 et
23 seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for violations of Labor Code §§201,
24 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197,
25 1197.1, 1198, 2802, 6720, and the applicable IWC Wage Order, as well as California Business &
26 Professions Code Section 17200. Except as set forth in Section 5.3 of this Agreement,
27 Participating Class Members do not release any other claims, including claims for vested benefits,
28 wrongful termination, violation of the Fair Employment and Housing Act, unemployment

1 insurance, disability, social security, workers' compensation, or claims based on facts occurring
2 outside the Class Period.

3 5.3 Release by Aggrieved Employees (Including Non-Participating Class Members who
4 are Aggrieved Employees): All Aggrieved Employees during the PAGA Period
5 (including but not limited to non-participating Class Members who are aggrieved
6 employees). are deemed to release, on behalf of themselves and their respective
7 former and present representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns, the Released Parties from all claims for PAGA penalties
9 that were alleged, or reasonably could have been alleged, based on the PAGA
10 Period facts and theories alleged in the Action, Complaint, and PAGA Notices
11 including, e.g., (1) Failure to pay overtime wages in violation of California Labor
12 Code §§ 510 and 1198; (2) Failure to pay all Wages and Minimum Wages in
13 Violation of Labor Code §§ 1182, 1182.12 1194, 1197, 1198; (3) Failure to provide
14 compliant meal breaks in violation of Labor Code §§ 226.7, 512; (4) Failure to
15 provide compliant rest breaks in violation of Labor Code §§ 226.7, 512; (5) Failure
16 to provide suitable seating in violation of Labor Code § 1198; (6) Failure to adopt
17 standards that minimize excessive indoor heat in violation of California Labor Code
18 §§ 6720 and 226.7; (7) Failure to pay wages during employment in violation of
19 Labor Code § 204; (8) Failure to timely furnish an accurate itemized wage statement
20 upon payment of wages in violation of California Labor Code §226 and failure to
21 maintain accurate records; (9) Failure to pay all wages at time of termination in
22 violation of California Labor Code §§201-203; (10) Failure to reimburse business
23 expenses in violation of Labor Code § 2802; (11) Violations of Business &
24 Professions Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code
25 §§2698 et seq. for violations of Labor Code §§201, 202, 203, 204, 210, 226, 226. 3,
26 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1 1198, 2802,
27 6720, and the applicable IWC Wage Order.

- 1 5.4 No Unalleged Claims. Plaintiff and Class Counsel represent that they are not currently
2 aware of any (a) unalleged claims in addition to, or different from, those which are
3 finally and forever settled and released against the Released Parties by this
4 Settlement; and/or (b) unalleged facts or legal theories upon which any claims or
5 causes of action could be brought against Defendants, except such facts and theories
6 specifically alleged in the Action, Complaint, and PAGA Notices. Plaintiff and
7 Class Counsel further represent that, other than the instant Action, they have no
8 current intention of asserting any other claims against Defendants or Released
9 Parties in any judicial or administrative forum. Plaintiff and Class Counsel further
10 represent that they do not currently know of or represent any persons who have
11 expressed any interest in pursuing litigation or seeking any recovery against
12 Defendants or Released Parties. The Parties acknowledge, understand, and agree the
13 representations described in this paragraph are essential to the Settlement and that
14 this Settlement would not have been entered into were it not for this representation
- 15 5.5 Confirmation of No Parallel Actions. Defendants confirm they are not aware of any
16 currently pending class or representative claims against it for violations subject to
17 the releases in Paragraphs 5.2 through 5.3.

18 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
19 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the
20 Court’s current checklist for Preliminary Approvals.

- 21 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
22 documents necessary for obtaining Preliminary Approval, including: (i) a draft of
23 the notice, and memorandum in support, of the Motion for Preliminary Approval
24 that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
25 approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii)
26 a draft proposed Order Granting Preliminary Approval and Approval of PAGA
27 Settlement; (iii) a draft proposed Class Notice; (v) signed declaration from Plaintiff
28 confirming willingness and competency to serve and disclosing all facts relevant to

any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative Complaints (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.

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

7 SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities. However, to the

1 extent there is any tax refund related to the employer-side taxes, the Parties agree
2 that Defendants are the beneficial owners of that refund.

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

6 7.4 Notice to Class Members.

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

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

23 7.4.3 Not later than 3 business days after the Administrator’s receipt of any
24 Class Notice returned by the USPS as undelivered, the
25 Administrator shall re-mail the Class Notice using any forwarding
26 address provided by the USPS. If the USPS does not provide a
27 forwarding address, the Administrator shall conduct a Class
28 Member Address Search, and re-mail the Class Notice to the most

1 current address obtained. The Administrator has no obligation to
2 make further attempts to locate or send Class Notice to Class
3 Members whose Class Notice is returned by the USPS a second
4 time.

5 7.4.4 The deadlines for Class Members' written objections, Challenges to
6 Pay Periods, and Requests for Exclusion will be extended an
7 additional 14 days beyond the 45 days otherwise provided in the
8 Class Notice for all Class Members whose notice is re-mailed. The
9 Administrator will inform the Class Member of the extended
10 deadline with the re-mailed Class Notice.

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

22 7.5 Requests for Exclusion (Opt-Outs).

23 7.5.1 Class Members who wish to exclude themselves (opt-out of) the
24 Class Settlement must send the Administrator, by fax, email, or
25 mail, a signed written Request for Exclusion not later than 45 days
26 after the Administrator mails the Class Notice (plus an additional 14
27 days for Class Members whose Class Notice is re-mailed) ("the
28 Response Deadline"). A Request for Exclusion must: (1) contain

1 the name, address, and telephone number of the Class Member
2 requesting exclusion; (2) contain a statement expressing that the
3 Settlement Class Member elects to be excluded from the Settlement;
4 (3) be signed by the Settlement Class Member; and (4) be
5 postmarked or fax stamped by the Response Deadline and returned
6 to the Settlement Administrator at the specified address, email
7 address, or fax number. The Request for Exclusion will be deemed
8 invalid if it does not contain a Settlement Class Member's name,
9 address, telephone number, and signature. The date of the postmark
10 on the return mailing envelope, email, or fax stamp on the Request
11 for Exclusion shall be the exclusive means used to determine
12 whether a Request for Exclusion has been timely submitted. .

13 7.5.2 If the Administrator has reason to question the authenticity of a
14 Request for Exclusion, the Administrator may demand additional
15 proof of the Class Member's identity. The Administrator's
16 determination of authenticity shall be final and not appealable or
17 otherwise susceptible to challenge.

18 7.5.3 Every Class Member who does not submit a timely and valid
19 Request for Exclusion is deemed to be a Participating Class Member
20 under this Agreement, entitled to all benefits and bound by all terms
21 and conditions of the Settlement and any Final Judgment in this
22 Action if the Settlement is approved by the Court, including the
23 Participating Class Members' Releases under Paragraphs 5.2 and
24 5.3 of this Agreement, regardless whether the Participating Class
25 Member actually receives the Class Notice or objects to the
26 Settlement.

27 7.5.4 Every Class Member who submits a valid and timely Request for
28 Exclusion is a Non-Participating Class Member and shall not

1 receive an Individual Class Payment or have the right to object to
2 the class action components of the Settlement. Non-Participating
3 Class Members who are Aggrieved Employees are deemed to
4 release Released PAGA Claims as outlined in Paragraph 5.3 and are
5 eligible for an Individual PAGA Payment.

6 7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days
7 after the Administrator mails the Class Notice (plus an additional 14 days for Class
8 Members whose Class Notice is re-mailed) to challenge the number of Class and/or
9 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
10 Class Member may challenge the allocation by communicating with the
11 Administrator via fax, email or mail. The Administrator must encourage the
12 challenging Class Member to submit supporting documentation. In the absence of
13 any contrary documentation, the Administrator is entitled to presume that the Pay
14 Periods contained in the Class Notice are correct so long as they are consistent with
15 the Class Data. The Administrator's determination of each Class Member's
16 allocation of Pay Periods shall be final and not appealable or otherwise susceptible
17 to challenge. The Administrator shall promptly provide copies of all challenges to
18 calculation of Pay Periods to Defense Counsel and Class Counsel and the
19 Administrator's determination the challenges. In the absence of circumstances
20 indicating fraud, manipulation or destruction, Defendants' records will be given a
21 rebuttable presumption of accuracy.

22 7.7 Objections to Settlement.

23 7.7.1 Only Participating Class Members may object to the class action
24 components of the Settlement and/or this Agreement, including
25 contesting the fairness of the Settlement, and/or amounts requested
26 for the Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment and/or Class Representative Service Payment.
28

1 7.7.2 Participating Class Members may send written objections to the
2 Administrator, by fax, email, or mail. In the alternative,
3 Participating Class Members may appear in Court (or hire an
4 attorney to appear in Court) to present verbal objections at the Final
5 Approval Hearing. A Participating Class Member who elects to
6 send a written objection to the Administrator must do so not later
7 than 45 days after the Administrator's mailing of the Class Notice
8 (plus an additional 14 days for Class Members whose Class Notice
9 was re-mailed). The date of mailing on the envelope shall be
10 deemed the exclusive means for determining that a Notice of
11 Objection was timely received.

12 7.7.3 The Notice of Objection must be signed by the Class Member and
13 state: (1) the full name of the Class Member; (2) the dates of
14 employment of the Class Member; (3) the basis for the objection;
15 and (4) if the Class Member intends to appear at the final approval
16 hearing.

17 7.7.4 Class Counsel will ensure that any Notice of Objection received by
18 the Administrator by the Response Deadline are filed with the Court
19 along with the Motion for Final Approval. Either of the Parties may
20 file a responsive document to any objection before the Final
21 Approval Hearing. Any attorney who will represent an individual
22 objecting to this Settlement who has not filed a written objection
23 must file a notice of appearance with the Court and serve Class
24 Counsel and counsel for Defendants no later than the Response
25 Period Deadline. Class Counsel shall not represent any Settlement
26 Class Members with respect to any such objections.

27 7.7.5 Any Class Member who fails to submit a timely written objection or
28 to present an objection in person at the Final Approval Hearing shall

1 be deemed to have waived any objections and shall be foreclosed
2 from making any objection to the Settlement whether by appeal or
3 otherwise

4 7.7.6 Non-Participating Class Members have no right to object to any of
5 the class action components of the Settlement.

6 7.8 No Solicitation of Settlement Objections and Exclusions. The Parties agree to use
7 their best efforts to carry out the terms of this Settlement. At no time shall any of
8 the Parties or their counsel seek to solicit or otherwise encourage Class Members to
9 submit either written objections to the Settlement, requests for exclusion from the
10 Settlement, or to appeal from the Court's Final Judgment. Nothing in this paragraph
11 shall be construed to restrict Class Counsel's ability to communicate with Class
12 Members in accordance with Class Counsel's ethical obligations owed to Class
13 Members.

14 7.9 Administrator Duties. The Administrator, as a condition of appointment, will agree
15 to be bound by this Agreement with respect to the performance of its duties and its
16 compensation. The Administrator has a duty to perform or observe all tasks to be
17 performed or observed by the Administrator contained in this Agreement or
18 otherwise.

19 7.9.1 Website, Email Address and Toll-Free Number. The Administrator
20 will establish and maintain and use an internet website to post
21 information of interest to Class Members including the date, time
22 and location for the Final Approval Hearing and copies of the
23 Settlement Agreement, Motion for Preliminary Approval, the
24 Preliminary Approval, the Class Notice, the Motion for Final
25 Approval, the Motion for Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and Class Representative
27 Service Payment, the Final Approval and the Judgment. The
28 Administrator will also maintain and monitor an email address and a

1 toll-free telephone number to receive Class Member calls, faxes and
2 emails.

3 7.9.2 Requests for Exclusion (Opt-outs) and Exclusion List. The
4 Administrator will promptly review on a rolling basis Requests for
5 Exclusion to ascertain their validity. Not later than 5 days after the
6 expiration of the deadline for submitting Requests for Exclusion, the
7 Administrator shall email a list to Class Counsel and Defense
8 Counsel containing (a) the names and other identifying information
9 of Class Members who have timely submitted valid Requests for
10 Exclusion (“Exclusion List”); (b) the names and other identifying
11 information of Class Members who have submitted invalid Requests
12 for Exclusion; (c) copies of all Requests for Exclusion from
13 Settlement submitted (whether valid or invalid).

14 7.9.3 Weekly Reports. The Administrator must, on a weekly basis,
15 provide written reports to Class Counsel and Defense Counsel that,
16 among other things, tally the number of: Class Notices mailed or re-
17 mailed, Class Notices returned undelivered, Requests for Exclusion
18 (whether valid or invalid) received, objections received, challenges
19 to Pay Periods received and/or resolved, and checks mailed for
20 Individual Class Payments and Individual PAGA Payments
21 (“Weekly Report”). The Weekly Reports must include provide the
22 Administrator’s assessment of the validity of Requests for Exclusion
23 and attach copies of all Requests for Exclusion and objections
24 received.

25 7.9.4 Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this
27 Agreement on all Class Member challenges over the calculation of
28 Pay Periods. Class Members will have the opportunity, should they

1 disagree with Defendants' records regarding the dates of
2 employment stated on their Notice of Class Action Settlement, to
3 provide documentation and/or an explanation to show contrary
4 information by the Response Deadline. If there is a dispute, the
5 Administrator will consult with the Parties to determine whether an
6 adjustment is warranted. The Administrator shall determine the
7 eligibility for, and the amounts of, any Individual Settlement
8 Payments under the terms of this Agreement. The Settlement
9 Administrator's determination of the eligibility for and amount of
10 any Individual Settlement Payment shall be binding upon the
11 Settlement Class Members and the Parties. In the absence of
12 circumstances indicating fraud, manipulation or destruction,
13 Defendants' records will be given a rebuttable presumption of
14 accuracy.

15 7.9.5 Administrator's Declaration. Not later than 14 days before the date
16 by which Plaintiff is required to file the Motion for Final Approval
17 of the Settlement, the Administrator will provide to Class Counsel
18 and Defense Counsel, a signed declaration suitable for filing in
19 Court attesting to its due diligence and compliance with all of its
20 obligations under this Agreement, including, but not limited to, its
21 mailing of Class Notice, the Class Notices returned as undelivered,
22 the re-mailing of Class Notices, attempts to locate Class Members,
23 the total number of Requests for Exclusion from Settlement it
24 received (both valid or invalid), the number of written objections
25 and attach the Exclusion List. The Administrator will supplement
26 its declaration as needed or requested by the Parties and/or the
27 Court. Class Counsel is responsible for filing the Administrator's
28 declaration(s) in Court.

1 7.9.6 Final Report by Settlement Administrator. Within 10 days after the
2 Administrator disburses all funds in the Gross Settlement Amount,
3 the Administrator will provide Class Counsel and Defense Counsel
4 with a final report detailing its disbursements by employee
5 identification number only of all payments made under this
6 Agreement. At least 15 days before any deadline set by the Court,
7 the Administrator will prepare, and submit to Class Counsel and
8 Defense Counsel, a signed declaration suitable for filing in Court
9 attesting to its disbursement of all payments required under this
10 Agreement. Class Counsel is responsible for filing the
11 Administrator's declaration in Court.

12 7.9.7 Disputes Regarding Administration of Settlement. Any disputes not
13 resolved by the Settlement Administrator concerning the
14 administration of the Settlement will be resolved by the Court, under
15 the laws of the State of California. Prior to any such involvement of
16 the Court, counsel for the Parties will confer in good faith to resolve
17 the disputes without the necessity of involving the Court

18 7.9.8 The Settlement Administrator shall have its own Employer
19 Identification Number under Internal Revenue Service Form W-9
20 and shall use its own Employer Identification Number in calculating
21 payroll withholdings for taxes and shall transmit the required
22 employers' and employees' share of the withholdings to the
23 appropriate state and federal tax authorities. The Settlement
24 Administrator shall establish a settlement fund that meets the
25 requirements of a Qualified Settlement Fund ("QSF") under US
26 Treasury Regulation section 468B-1 in which the Gross Settlement
27 Amount and employer's share of payroll taxes shall be deposited.
28

1 **8 CLASS SIZE ESTIMATES.** Based on its records, Defendants estimate that, as of the end
2 date of the Class Period, there are approximately 163 Class Members and 9,893 Total Pay
3 Periods during the Class period. Defendants estimate that there are 19,684 workweeks during
4 the Class Period and 3,700 Pay Periods during the PAGA Period.

5
6 **9 DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
7 identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants, at its
8 sole discretion, shall have the right but not the obligation to revoke the Settlement. The Parties
9 agree that, if Defendants exercise its revocation rights, the Settlement shall be void ab initio,
10 have no force or effect whatsoever, and that neither Party will have any further obligation to
11 perform under this Agreement; provided, however, Defendants will remain responsible for
12 paying all Settlement Administration Expenses incurred to that point. Defendants must notify
13 Class Counsel and the Court of its election to revoke not later than 14 days after the
14 Administrator sends the final Exclusion List to Defense Counsel.

15
16 **10 ESCALATOR CLAUSE.** Defendants have estimated that as of January 1, 2023, there are
17 approximately one hundred and sixty three (163) prospective Class Members who worked
18 approximately 9,893 Total Pay Periods during the Class Period. The Maximum Settlement
19 Amount will increase proportionally with added Pay Periods if the number of such additional
20 Pay Periods is more than ten percent (10%) of the estimate number of Pay Periods stated
21 herein. In other words, if the number of actual pay periods during the Class Period exceeds
22 9,893 pay periods by more than 1990 pay periods, the Gross Settlement Amount shall be
23 increased by the actual percentage. For example, if the number of pay periods increases by
24 11%, Defendants shall increase the Gross Settlement Amount by 1%. Defendants have the
25 option of cutting off and/or excluding from this Settlement any pay periods and or "Class
26 Members" that exceed a 10% increase on the 9,893 pay periods agreed upon.

27
28 **11 MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared

1 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
2 Settlement that includes a request for approval of the PAGA settlement under Labor Code
3 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
4 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to
5 Defense Counsel a reasonable period prior to filing the Motion for Final Approval. Class
6 Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any
7 disagreements concerning the Motion for Final Approval. Upon expiration of the deadlines to
8 postmark Requests for Exclusion or Objection Forms, and with the Court’s permission, a Final
9 Approval/Settlement Fairness Hearing will be conducted to determine the final approval of the
10 Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement
11 Payments; (b) Individual PAGA Payments; (c) Class Representative Enhancement Payments;
12 (d) Attorneys’ Fees and Costs; and (e) Settlement Administration Costs. Class Counsel will be
13 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
14 also be responsible for drafting the attorneys’ fees and costs application to be heard at the Final
15 Approval/Settlement Fairness Hearing.

16 11.1 Response to Objections. Each Party retains the right to respond to any objection
17 raised by a Participating Class Member, including the right to file responsive
18 documents in Court no later than five court days prior to the Final Approval
19 Hearing, or as otherwise ordered or accepted by the Court.

20 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
21 Approval on any material change to the Settlement (including, but not limited to, the
22 scope of release to be granted by Class Members), the Parties will expeditiously
23 work together in good faith to address the Court’s concerns by revising the
24 Agreement as necessary to obtain Final Approval. The Court’s decision to award
25 less than the amounts requested for the Class Representative Service Payment, Class
26 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
27 Administrator Expenses Payment shall not constitute a material modification to the
28 Agreement within the meaning of this paragraph.

1 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
2 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
3 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
4 addressing settlement administration matters, and (iii) addressing such post-
5 Judgment matters as are permitted by law.

6 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically including the Class Counsel Fees
8 Payment and Class Counsel Litigation Expenses Payment reflected set forth in this
9 Settlement, the Parties, their respective counsel, and all Participating Class
10 Members who did not object to the Settlement as provided in this Agreement, waive
11 all rights to appeal from the Judgment, including all rights to post-judgment and
12 appellate proceedings, the right to file motions to vacate judgment, motions for new
13 trial, extraordinary writs, and appeals. The waiver of appeal does not include any
14 waiver of the right to oppose such motions, writs or appeals. If an objector appeals
15 the Judgment, the Parties' obligations to perform under this Agreement will be
16 suspended until such time as the appeal is finally resolved and the Judgment
17 becomes final, except as to matters that do not affect the amount of the Net
18 Settlement Amount.

19 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If,
20 after a notice of appeal, a petition for review, or a petition for certiorari, or any other
21 motion, petition, or application, the reviewing Court vacates, reverses, or modifies
22 the Judgment such that there is a material modification to the Settlement (including,
23 but not limited to, the scope of release to be granted by Participating Class
24 Members), and that Court's decision is not completely reversed and the Judgment is
25 not fully affirmed on review by a higher Court, then the Parties shall work together
26 in good faith to address any concerns raised by the reviewing Court and propose a
27 revised Settlement for the approval of the Court not later than fourteen days after the
28 reviewing Court's decision vacating, reversing, or materially modifying the

Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

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

13. **ADDITIONAL PROVISIONS.**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest

1 certification of any class for any reasons, and Defendants reserve all available
2 defenses to the claims in the Action, and Plaintiff reserves the right to move for
3 class certification on any grounds available and to contest Defendants' defenses.
4 Whether or not the Judgment becomes Final, neither the Settlement, this Agreement,
5 any document, statement, proceeding or conduct related to the Settlement or the
6 Agreement, nor any reports or accounting of those matters, will be (i) construed as,
7 offered or admitted in evidence as, received as, or deemed to be evidence for any
8 purpose adverse to Plaintiff or Defendants or any of the Released Parties, including,
9 but not limited to, evidence of a presumption, concession, indication or admission
10 by any of the Released Parties of any liability, fault, wrongdoing, omission,
11 concession or damage; or (ii) disclosed, referred to or offered in evidence against
12 any of the Released Parties, in any further proceeding in the Action, or any other
13 civil, criminal or administrative action or proceeding except for purposes of
14 effectuating the Settlement pursuant to this Agreement.

15 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants
16 and Defense Counsel separately agree that, until the Motion for Preliminary
17 Approval of Settlement is filed, they and each of them will not disclose, disseminate
18 and/or publicize, or cause or permit another person to disclose, disseminate or
19 publicize, any of the terms of the Agreement directly or indirectly, specifically or
20 generally, to any person, corporation, association, government agency, or other
21 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will
22 be instructed to keep this Agreement confidential; (2) counsel in a related matter;
23 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in
24 response to a court order or subpoena; or (5) in response to an inquiry or subpoena
25 issued by a state or federal government agency. Each Party agrees to immediately
26 notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
27 such information. Plaintiff, Class Counsel, Defendants and Defense Counsel
28 separately agree not to, directly or indirectly, initiate any conversation or other

1 communication, before the filing of the Motion for Preliminary Approval, any with
2 third party regarding this Agreement or the matters giving rise to this Agreement
3 except to respond only that “the matter was resolved,” or words to that effect. This
4 paragraph does not restrict Class Counsel’s communications with Class Members in
5 accordance with Class Counsel’s ethical obligations owed to Class Members.

6 13.3. Limitation on Public Statements About Settlement. Neither Class Counsel nor
7 Defendants’ Counsel shall publicize the Settlement, other than filing documents
8 with the Court. Plaintiff, Class Counsel, Defendants and Defendants’ Counsel agree
9 that they will not issue any press releases or initiate any contact with the media
10 about the fact, amount, or terms of the Settlement. If Plaintiff, Class Counsel,
11 Defendants or Defendants’ Counsel receives an inquiry about the Settlement from
12 the media, they may respond only after the Motion for Preliminary Approval has
13 been filed and only by confirming the accurate terms of the Settlement. Class
14 Counsel and Defendants’ Counsel agree to discuss the terms of this Settlement only
15 in filings in the Action as required to approve the Settlement and in discussions with
16 Class Members or the Settlement Administrator in the context of administering this
17 settlement, except that they may include the Action's title in a list of cases for which
18 they were appointed Class Counsel for settlement purposes and provide the
19 percentage of Attorneys' Fees or the Service Award amount awarded in declarations
20 in support of future motions for settlement without providing any other information
21 about the settlements. Class Counsel and Defendants’ Counsel will not discuss the
22 settlement with any third parties or otherwise publicize the settlement in any manner
23 except as provided in this paragraph. Class Counsel and Defendants’ Counsel will
24 not use any information about the identities, contact information, or other data
25 provided about the Class Members or Aggrieved Employees in the Action other
26 than for purposes of the Action. All parties agree that this settlement is strictly
27 confidential until the Preliminary Approval Motion is filed. This provision also does
28 not limit Settlement Class Counsel from complying with ethical obligations, and

1 does not limit the Settlement Administrator from posting court-filed documents on
2 its website for viewing by Class Members after preliminary approval. Nothing in
3 this provision shall prevent Defendants or Plaintiff from making any required
4 disclosures.

5 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
6 Agreement together with its attached exhibits shall constitute the entire agreement
7 between the Parties relating to the Settlement, superseding any and all oral
8 representations, warranties, covenants, or inducements made to or by any Party.

9 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
10 represent that they are authorized by Plaintiff and Defendants respectively, to take
11 all appropriate action required or permitted to be taken by such Parties pursuant to
12 this Agreement to effectuate its terms, and to execute any other documents
13 reasonably required to effectuate the terms of this Agreement including any
14 amendments to this Agreement.

15 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use
16 their best efforts, in good faith, to implement the Settlement by, among other things,
17 modifying the Settlement Agreement, submitting supplemental evidence and
18 supplementing points and authorities as requested by the Court. In the event the
19 Parties are unable to agree upon the form or content of any document necessary to
20 implement the Settlement, or on any modification of the Agreement that may
21 become necessary to implement the Settlement, the Parties will seek the assistance
22 of a mediator and/or the Court for resolution.

23 13.7. No Prior Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity and portion of any liability, claim,
26 demand, action, cause of action, or right released and discharged by the Party in this
27 Settlement.
28

1 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants or any Released
2 Party, nor Defense Counsel are providing any advice regarding taxes or taxability,
3 nor shall anything in this Settlement be relied upon as such within the meaning of
4 United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
5 otherwise.

6 13.9. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
7 PURPOSES OF THIS PARAGRAPH, THE “ACKNOWLEDGING PARTY” AND
8 EACH PARTY TO THIS AGREEMENT OTHER THAN THE
9 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
10 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
11 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG
12 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
13 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
14 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS,
15 TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
16 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
17 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
18 HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
19 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
20 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
21 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
22 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
23 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY
24 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
25 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY;
26 AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS
27 IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
28 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS

1 OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
2 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
3 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
4 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

5 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.

8 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.

10 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the State of California,
12 without regard to conflict of law principles.

13 13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
14 preparation of this Agreement. This Agreement will not be construed against any
15 Party on the basis that the Party was the drafter or participated in the drafting.

16 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of
18 information shall survive the execution of this Agreement.

19 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to
20 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
21 Class Counsel by Defendants or the Administrator in connection with the mediation,
22 other settlement negotiations, or in connection with the Settlement, may be used
23 only with respect to this Settlement, and no other purpose, and may not be used in
24 any way that violates any existing contractual agreement, statute, or rule of court.
25 Not later than 30 days after the date when the Court discharges the Administrator's
26 obligation to provide a Declaration confirming the final pay out of all Settlement
27 funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of
28 any information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and

Class Data received from Defendants and/or the Administrator and, if requested in writing, confirm in writing to Defendants the destruction of all such documents and data.

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

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

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

To Plaintiff ANSELMO PARDO:
 Marcus J. Bradley, Esq.
 (mbradley@bradleygrombacher.com)
 Kiley L. Grombacher, Esq.
 (kgrombacher@bradleygrombacher.com)
 Bradley/Grombacher, LLP
 31365 Oak Crest Drive, Suite 240
 Westlake Village, California 91361
 Telephone: (805) 270-7100

John Habashy, Esq.
 (john@lexiconlaw.com)
 Lexicon Law, PC
 633 W. 5th St., 28th Floor
 Los Angeles, CA 90071
 Telephone: (213) 223-5900

To Defendants SHADOW HOLDINGS LLC
 dba BOCCHI LABORATORIES, INC.;
 BOCCHI LABORATORIES OHIO, LLC;
 BRIGHT INNOVATION LABS:
 Cheryl L. Schreck, Esq.
 (cschreck@fisherphillips.com)
 Anet Drapalski, Esq.
 (adrapalski@fisherphillips.com)
 Joel Moon
 (jmoon@fisherphillips.com)
 Fisher & Phillips LLP
 444 South Flower Street, Suite 1500
 Los Angeles, California 90071
 Telephone: (213) 330-4500

13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for

1 purposes of this Agreement shall be accepted as an original. All executed
2 counterparts and each of them will be deemed to be one and the same instrument if
3 counsel for the Parties will exchange between themselves signed counterparts.
4 Any executed counterpart will be admissible in evidence to prove the existence
5 and contents of this Agreement.

6 13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
7 litigation shall be stayed, except to effectuate the terms of this Agreement. The
8 Parties further agree that upon the signing of this Agreement that pursuant to CCP
9 section 583.330 to extend the date to bring a case to trial under CCP section
10 583.310 for the entire period of this settlement process.

11 13.21. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over the
12 Action under CCP section 664.6 to ensure the continuing implementation of this
13 Agreement and enforcement of the Settlement until performance in full of the
14 terms of this Settlement.

15 13.22. Enforcement. Except with regard to the motions for preliminary approval, final
16 approval, and attorneys' fees and costs as contemplated herein, should either party
17 be required to enforce the terms of this Agreement, the prevailing party shall be
18 entitled to reasonable attorneys' fees and costs.

19 13.23. Binding Agreement. The Parties warrant they understand and have full authority to
20 enter this Settlement and further intend that this Settlement will be fully
21 enforceable and binding on all Parties. The Parties also agree that this Settlement
22 will be admissible and subject to disclosure in any proceeding to enforce its terms,
23 notwithstanding any mediation confidentiality provisions that otherwise might
24 apply under federal or state law.

25 13.24. Invalidity of Any Provision. Before declaring any provision of this Agreement
26 invalid, the Court shall first attempt to construe the provisions valid to the fullest
27 extent possible consistent with applicable precedents so as to define all provisions
28 of this Agreement valid and enforceable.

13.25. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13.26. Voluntary. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge that they have had ample opportunity to have this Agreement reviewed by counsel of their choice.

WHEREFORE, Plaintiff, on behalf of himself and the Class Members and Aggrieved Employees, and Defendants have executed this Agreement as of the dates set forth below

IT IS SO AGREED:

DATED: 9/23/2023

DocuSigned by:

 36ABE49B0434478
 Anselmo Pardo, Plaintiff

DATED: 9-24-23


 Daryl Means
 For Defendants Shadow Holdings LLC,
 Bocchi Laboratories Ohio, LLC, Bright Innovation Labs

APPROVED AS TO FORM:

DATED: September 20, 2023

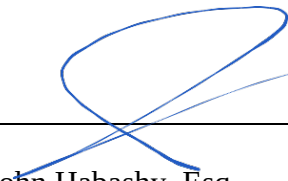
BRADLEY/GROMBACHER, LLP

By: 
 Marcus Bradley, Esq.
 Kiley Grombacher, Esq.
 Lirit King, Esq.
 Attorneys for Plaintiff

1 DATED: September 25, 2023

LEXICON LAW, PC

2
3
4 By: _____


John Habashy, Esq.
Attorney for Plaintiff

5
6
7 DATED: September____, 2023

FISHER & PHILLIPS, LLP

8
9 By: _____


Cheryl Schreck, Esq.
Anet Drapalski, Esq.
Joel Moon, Esq.
Attorneys for Defendants

EXHIBIT A

[CLASS MEMBER NAME]

**ANSELMO PARDO V. SHADOW HOLDINGS, LLC DBA BOCCHI LABORATORIES,
INC., ET AL.**

**Superior Court of the State of California, County of Los Angeles
Case No.: 22STCV09206**

If you are a current or former California employee of Shadow Holdings, LLC dba Bocchi Laboratories, Inc., Bocchi Laboratories Ohio, LLC, or Bright Innovation Labs (“Defendants”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This lawsuit involves a class defined as:

“all current and former non-exempt hourly employees of Defendants in the State of California who worked for Defendants during the Class Period of March 15, 2018 through February 24, 2023.”
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiff Anselmo Pardo (“Plaintiff”) in this class action alleges that Defendants failed to pay all wages, including minimum wages and/or overtime, provide lawful meal and rest periods, provide suitable seating, adopt standards that minimize excessive indoor heat, timely pay wages during employment, timely furnish accurate itemized wage statements, maintain accurate records, timely pay wages upon termination or resignation, provide reimbursement for business expenses, engaged in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” Defendants deny Plaintiff’s claims and assert that they have complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendants’ defenses.
- You will not be penalized or retaliated against by Defendants for participating in this class action settlement. If you are currently employed by Defendants, your employment will not be affected in any way. Current employees of Defendants who choose to participate in the settlement will not be required to resign and can continue to work for Defendants.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue for claims brought or that could
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	have been brought based on the facts and theories alleged in the Complaint, including but not limited to claims for unpaid minimum wages and overtime, failure to provide lawful meal and rest periods, failure to provide suitable seating, failure to adopt standards that minimize excessive indoor heat, failure to timely pay wages during employment, failure to timely furnish accurate itemized wage statement and to maintain accurate records, failure to pay lawful wages upon termination or resignation, failure to reimburse business expenses, and unfair business practices from March 15, 2018 to February 24, 2023.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. Keep your rights to file a separate claim against Defendants. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Defendants for the same legal claims in this lawsuit.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by [DATE].**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Defendants' employees. You have received this notice because Defendants' records indicate that you are a member of this class.

2. What is this lawsuit about?

This lawsuit was filed on March 15, 2022, on behalf of all persons who are employed or have been employed as an hourly employee by Defendants in the State of California. The Operative Complaint alleges class-wide causes of action against Defendants for: (1) Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198; (2) Failure to Pay All Wages and Minimum Wages in Violation of Labor Code Sections 1182, 1194, 1197, 1198; (3) Failure to Provide Compliant Meal Breaks in Violation of Labor Code section 226.7; (4) Failure to Provide Compliant Rest Breaks in Violation of Labor Code section 226.7; (5) Failure to Provide Suitable Seating in Violation of Labor Code section 1198; (6) Failure to adopt standards that minimize excessive indoor heat in violation of Labor Code sections 6720, 226.7; (7) Failure to timely pay wages during employment in violation of Labor Code section 204; (8) Failure to timely furnish accurate itemized wage statements in violation of Labor Code section 226(a) and failure to maintain accurate records; (9) Waiting time penalties pursuant to Labor Code sections 201, 203; (10) Failure to reimburse business expenses in violation of Labor Code section 2802; a (11) Violations of Business & Professions Code section 17200 *et seq*, and (12) Penalties under the California's Private Attorneys General Act.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendants' defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiff's claims and assert that they have complied at all times with all of their legal obligations toward their employees, Defendants have also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is \$245,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$85,750.00
- Litigation Costs: \$10,000.00
- Claims Administration Costs: \$7,500.00
- Incentive Award to Named Plaintiff: \$5,00.00
- Penalties to the Labor & Workforce Development Agency: \$7,500.00

Net Settlement Amount of approximately \$129,250.00 will be paid out to Participating Class Members who do not opt out, with \$2,500.00 of the Net Settlement Amount to be paid out to Aggrieved Employees. Aggrieved employees are all current and former non-exempt hourly employees of Defendants in the State of California who worked for Defendants during the PAGA Period of March 15, 2021 through February 24, 2023.

Each Participating Class Member's Individual Settlement Payment shall be determined on a pro rata basis based upon the number of pay periods during which the employee worked during the Class Period ("Eligible Pay Periods") in proportion to the aggregate number of pay periods worked by all Class Members during the Class Period of March 15, 2018 to February 24, 2023.

Each Individual PAGA Settlement Payment shall be determined on a pro rata basis based upon the number of pay periods during which the employee worked during the PAGA Period in proportion to the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period of March 15, 2021 to February 24, 2023.

All Individual Settlement Payments will be allocated as follows: 20% to settlement of wage claims and 80% to settlement of claims for interest and statutory penalties. All Individual PAGA Settlement Payments will be allocated 100% as statutory penalties.

According to Defendants' records, the total number of pay periods that you worked as an employee *during* the Class Period (March 15, 2018 to February 24, 2023) is ("Eligible Pay Periods") and the total number of pay periods that you worked as an employee *during* the PAGA

Period (March 15, 2021 to February 24, 2023) is [REDACTED] (“PAGA Eligible Pay Periods”). If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated Class settlement amount is [REDACTED] and your estimated PAGA Settlement Amount is [REDACTED].

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support. You must mail your letter to:

Settlement Administrator
c/o ILYM Group

You must submit such information by [DATE]. The Parties and the Settlement Administrator will do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator will review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

Upon the occurrence of the Effective Date and the date Defendants fully fund the “Gross Settlement Amount,” each Participating Class Member, Aggrieved Employees, and Plaintiff, each release and discharge, the Released Parties, and each of them, of and from any and all Released Claims.

The claims you will Release by doing nothing are: all claims arising under federal, state, and/or local statutory, constitutional, contractual, or common law for wages, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable relief, other relief under California Business & Professions Code Section 17200 et seq. (“Section 17200”), whether known or unknown, asserted or unasserted, accrued or un-accrued, that have been, could have been, or in the future can or might be asserted by you, which you ever had, now have, or may have had, that arise out of the factual allegations that were alleged or could have been alleged in *Anselmo Pardo v. Shadow Holdings, LLC dba Bocchi Laboratories, Inc. et, al.*, Case No. 22STCV09206 (“the Complaint”) and ascertained in the course of the litigation of the Complaint, including, but not limited to, including, e.g., (1) Failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (2) Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 1182, 1181.12, 1194, 1197, 1198; (3) Failure to provide compliant meal breaks in violation of Labor Code §§ 226.7, 512; (4) Failure to provide compliant rest breaks in violation of Labor Code §§ 226.7, 512; (5) Failure to provide suitable seating in violation of Labor Code § 1198; (6) Failure to adopt standards that minimize excessive indoor heat in violation of California Labor Code §§ 6720 and 226.7; (7) Failure to pay wages during employment in violation of Labor Code § 204; (8) Failure to timely furnish an accurate itemized wage statement upon payment of wages in violation of California

Labor Code §226 and failure to maintain accurate records; (9) Failure to pay all wages at time of termination in violation of California Labor Code §§201-203; (10) Failure to reimburse business expenses in violation of Labor Code § 2802; (11) Violations of Business & Professions Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for violations of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6720, and the applicable IWC Wage Order, during the period of March 15, 2018 through February 24, 2023.

Class Members who worked during the PAGA Period of March 15, 2021 through February 24, 2023 (Aggrieved Employees) will receive their portion of the PAGA settlement and will release the PAGA claims, whether or not the Class Member opts out. Aggrieved employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts and theories alleged in the Action, Complaint, and PAGA Notices including, e.g., (1) Failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (2) Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 1182, 1182.12 1194, 1197, 1198; (3) Failure to provide compliant meal breaks in violation of Labor Code §§ 226.7, 512; (4) Failure to provide compliant rest breaks in violation of Labor Code §§ 226.7, 512; (5) Failure to provide suitable seating in violation of Labor Code § 1198; (6) Failure to adopt standards that minimize excessive indoor heat in violation of California Labor Code §§ 6720 and 226.7; (7) Failure to pay wages during employment in violation of Labor Code § 204; (8) Failure to timely furnish an accurate itemized wage statement upon payment of wages in violation of California Labor Code §226 and failure to maintain accurate records; (9) Failure to pay all wages at time of termination in violation of California Labor Code §§201-203; (10) Failure to reimburse business expenses in violation of Labor Code § 2802; (11) Violations of Business & Professions Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for violations of Labor Code §§201, 202, 203, 204, 210, 226, 226. 3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1 1198, 2802, 6720, and the applicable IWC Wage Order.

9. Who are the Released Parties?

The Parties being released from the claims outlined in Section 8 of this notice are the Released Parties. “Released Parties” means: Defendants and each of its former and present parents, subsidiaries, affiliates, owners, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, employees, equity holders (including, without limitation, partners, shareholders, holders of membership interests, or any other person or entity with an interest in or obligation regarding Defendants’ assets or liabilities), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence

10. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, ILYM Group, by [DATE].

Settlement Administrator
c/o ILYM Group

The Request for Exclusion must: (1) contain the name, address, and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked or fax stamped by [DATE] and returned to the Settlement Administrator at the specified address, email address, or fax number. The Request for Exclusion will be deemed invalid if it does not contain the above information and is not postmarked by [DATE]. The date of the postmark on the return mailing envelope, email, or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If your Request for Exclusion is postmarked after [DATE], it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Defendants separately about the claims made in this lawsuit. 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 for PAGA penalties identified above and are eligible for an Individual PAGA Payment.

11. What if I have an objection?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator by no later than [DATE].

The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Class Member; (3) the basis for the objection; and (4) if the Class Member intends to appear at the final approval hearing.

Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than [REDACTED]. The Final Approval and Fairness Hearing will be held in Dept. 11 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 on [REDACTED], 2023, at XX (a.m./p.m.) (Pacific Time).

Class Counsel:	Counsel for Defendants Company:
Marcus Bradley, Esq. (SBN 174156) Kiley Grombacher, Esq. (SBN 245960) Lirit King, Esq. (SBN 252521) 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361	Cheryl L. Schreck (SBN 130083) Anet Drapalski, Esq. (SBN 282086) Joel Moon, Esq. (SBN 290470) 444 South Flower Street, Suite 1500 Los Angeles, California 90071

Telephone: (805) 270-7100	Telephone: (213) 330-4500
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12. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

13. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 11 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 on [REDACTED], 2023, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's Class Representative Service Payment, the PAGA Payment, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

14. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the *Pardo v. Shadow Holdings, LLC dba Bocchi Laboratories, Inc., et al.* Settlement Administrator, ILYM Group (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Defendants Company's counsel for information regarding this settlement

EXHIBIT B

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
Kiley Grombacher, Esq. (SBN 245960)
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Email: john@lexiconlaw.com

Attorneys for Plaintiff ANSELMO PARDO on
behalf of himself and others similarly situated

(Additional counsel on next page)

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ANSELMO PARDO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

SHADOW HOLDINGS LLC dba BOCCHI
LABORATORIES, INC., a California Limited
Liability Company; BOCCHI
LABORATORIES OHIO, LLC, a Delaware
Limited Liability Company; BRIGHT
INNOVATION LABS, entity unknown; and
DOES 1 to 10, inclusive,

Defendants.

CASE NO. 22STCV09206

[Assigned to David S. Cunningham, Dept. 11]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: XX

Time: XX

Dept.: 11

Complaint Filed: March 15, 2022

Trial Date: None Scheduled

FISHER & PHILLIPS LLP

Cheryl L. Schreck (SBN 130083)

Anet Drapalski, Esq. (SBN 282086)

Joel Moon, Esq. (SBN 290470)

444 South Flower Street, Suite 1500

Los Angeles, California 90071

Telephone: (213) 330-4500

Facsimile: (213) 330-4501

Attorneys for Defendants BRIGHT INNOVATION LABS; SHADOW

HOLDINGS LLC dba BOCCHI LABORATORIES, INC., BOCCHI

LABORATORIES OHIO, LLC.

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims (“Settlement” or “Settlement Agreement”) came before this Court on
3 XXXX. The Court, having considered the papers submitted in support of the motion of the parties,

4 **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement Agreement and the Class
6 based upon the terms set forth in the Settlement Agreement filed herewith. The Settlement is fair,
7 adequate, and reasonable to the Class. The Court finds that: (a) the Agreement resulted from
8 extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant notice of the
9 Settlement to persons in the Settlement Class and a full hearing on the final approval of the
10 Settlement.

11 2. “Class” and “Class Members” means all hourly paid, non-exempt persons employed
12 by Defendant in the State of California during the Class Period.

13 3. “Class Period” means March 15, 2018 to February 24, 2023.

14 4. “Aggrieved Employees” means all hourly paid, non-exempt persons employed by
15 Defendant in the State of California during the PAGA Period.

16 5. “PAGA Period” means March 15, 2021 to February 24, 2023.

17 6. The Settlement falls within the range of reasonableness and appears to be
18 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
19 and final approval by this Court.

20 7. The Court makes the following preliminary findings for settlement purposes
21 only:

- 22 A. The Class, which consists of approximately 163 persons, is so numerous
23 that joinder of all members is impracticable;
- 24 B. There appear to be questions of law or fact common to the Class for
25 purposes of determining whether this Settlement should be approved;
- 26 C. Plaintiff’s claims appear to be typical of the claims being resolved through
27 the proposed settlement;
- 28 D. Plaintiff appears to be capable of fairly and adequately protecting the
interests of the Class Members in connection with the proposed settlement;

1 E. Common questions of law and fact appear to predominate over questions
2 affecting only individual persons in the Class. Accordingly, the Class
3 appears to be sufficiently cohesive to warrant settlement by representation;
4 and

5 F. Certification of the Class appears to be superior to other available methods
6 for the fair and efficient resolution of the claims of the t Class.

7 8. The Court approves, as to form and content, the Notice to Class Members in
8 substantially the form attached to the Settlement Agreement as **Exhibit A** (Class Notice).

9 9. The Court approves the procedure for Class Members to object to the Settlement as
10 set forth in the Settlement Agreement and Class Notice.

11 10. The Court approves the procedure for Class Members to become Participating Class
12 Members as set forth in the Class Notice.

13 11. The Court directs the mailing of the Class Notice by first class mail to the Class
14 Members in accordance with the Implementation Schedule set forth below. The Court finds that
15 the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
16 Schedule and the Settlement Agreement, meet the requirements of due process and provide the best
17 notice practicable under the circumstances and shall constitute due and sufficient notice to all
18 persons entitled thereto.

19 12. The Court confirms Marcus Bradley, Kiley Grombacher, and Lirit King a of
20 Bradley Grombacher LLP as Class Counsel.

21 13. The Court confirms Anselmo Pardo as the Named Plaintiff.

22 14. The Court approves ILYM Group as the Settlement Administrator.

23 15. The Court orders that pursuant to the California Private Attorneys General Act,
24 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Settlement has been and will
25 continue to be given to the Labor & Workforce Development Agency.

26 16. The Court orders the following Implementation Schedule for further proceedings:
27
28

a.	Preliminary Approval	<u> </u> .
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	21 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	14 calendar days from Settlement Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark Any Request for Exclusion	45 calendar days from mailing of Notice Packet plus an additional 14 days for Class Members whose Class Notice was re-mailed (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	45 calendar days from mailing of Notice Packet plus an additional 14 days for Class Members whose Class Notice was re-mailed (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court <u> </u>
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court <u> </u>
h.	Final Approval Hearing	To be determined by the Court <u> </u>

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement

1 that is the subject of this Order shall become null, void *ab initio*, unenforceable and inadmissible in
2 any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders
3 and proceedings had in connection therewith, shall be without prejudice to the status quo ante
4 rights of the Parties to the litigation, including without limitation as to Defendants rights to enforce
5 putative class members and aggrieved employees' arbitration agreements, as more specifically set
6 forth in the Settlement Agreement.

7 16. IT IS FURTHER ORDERED that, pending further Order of this Court, all
8 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
9 hereby stayed.

10 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
11 Hearing from time to time without further notice to members of the Settlement Class.

12
13 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

BRADLEY/GROMBACHER, LLP

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Attorneys for Plaintiff ANSELMO PARDO on
behalf of himself and others similarly situated

(Additional counsel on next page)

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ANSELMO PARDO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

SHADOW HOLDINGS LLC dba BOCCHI
LABORATORIES, INC., a California Limited
Liability Company; BOCCHI
LABORATORIES OHIO, LLC, a Delaware
Limited Liability Company; BRIGHT
INNOVATION LABS, entity unknown; and
DOES 1 to 10, inclusive,

Defendants.

CASE NO. 22STCV09206

[Assigned to David S. Cunningham, Dept. 11]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: XX
Time: XX
Dept.: 11

Complaint Filed: March 15, 2022
Trial Date: None Scheduled

FISHER & PHILLIPS LLP

Cheryl L. Schreck (SBN 130083)

Anet Drapalski, Esq. (SBN 282086)

Joel Moon, Esq. (SBN 290470)

444 South Flower Street, Suite 1500

Los Angeles, California 90071

Telephone: (213) 330-4500

Facsimile: (213) 330-4501

Attorneys for Defendants BRIGHT INNOVATION LABS; SHADOW

HOLDINGS LLC dba BOCCHI LABORATORIES, INC., BOCCHI

LABORATORIES OHIO, LLC.

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 ANSELMO PARDO (“Plaintiff”) against Defendants SHADOW HOLDINGS LLC dba BOCCHI
4 LABORATORIES, INC., a California Limited Liability Company; BOCCHI LABORATORIES
5 OHIO, LLC, a Delaware limited liability company; and BRIGHT INNOVATIONS LABS
6 (“Defendants”). The Motion for Final Approval of Class Action Settlement came before this Court
7 on XXXX.

8 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class
9 Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”) on XXXX.

10 **WHEREAS**, Plaintiff ANSELMO PARDO has applied to the Court for an order granting
11 final approval of the Settlement Agreement.

12 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
13 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
14 Court has read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement;
15 Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Marcus
16 Bradley, Anselmo Pardo, and XXXX of ILYM Group; and the supporting documents annexed
17 thereto.

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
19 **ADJUDGED, AND DECREED:**

20 1. The Court has personal jurisdiction over all Class Members and that the Court has
21 subject matter jurisdiction to approve the Settlement;

22 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
23 in compliance with California Code of Civil Procedure, the California and United States
24 Constitutions (including the due process clauses), the California Rules of Court and any other
25 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
26 finally approved in all respects.

27 3. The Parties are hereby directed to perform the terms of the Settlement as described
28

1 in the Settlement Agreement according to its terms and provisions.

2 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
3 Members, except those who timely and properly filed Requests for Exclusions, as well as their
4 heirs, executors, and administrators, successors, and assigns.

5 5. There are XX (XX) valid requests for exclusion.

6 6. It is ordered that the Class is certified for settlement purposes only. The Court finds
7 that an ascertainable class exists and a well-defined community of interest exists in the questions of
8 law and fact involved because in the context of the Settlement: (i) there are questions of law and
9 fact common to the Class which, as to the Settlement and all related matters, predominate over any
10 individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class; and (iii) in
11 negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have
12 fairly and adequately represented and protected the interest of the Class.

13 7. The Court finds that the Notice and notice methodology implemented pursuant to
14 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
15 calculated, under the circumstances, to apprise the Class of the pendency of the Action, their right
16 to object to or exclude themselves from the proposed Settlement and their right to appear at the
17 Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice
18 to all persons entitled to receive notice; and (iv) met all applicable requirements of the California
19 Code of Civil Procedure, the California and United States Constitution (including the Due Process
20 Clause), the California Rules of Court and any other applicable law.

21 8. The Class is hereby made final. The Class is defined as: "all current and former
22 non-exempt hourly employees of Defendants in the State of California who worked for Defendants
23 during the Class Period of March 15, 2018 through February 24, 2023."

24 9. "Aggrieved Employees" is defined as: "all current and former non-exempt hourly
25 employees of Defendants in the State of California who worked for Defendants during the PAGA
26 Period of March 15, 2021 through February 24, 2023."

27 10. The "Class Period" is March 15, 2018 through February 24, 2023.

1 11. The “PAGA Period” is March 15, 2021 through February 24, 2023.

2 12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
3 Plaintiff shall release all claims against Defendant and any of its former and present parents,
4 subsidiaries, affiliates, owners, insurers, insurance policies, and benefit plans; each of the former
5 and present officers, directors, employees, equity holders (including, without limitation, partners,
6 shareholders, holders of membership interests, or any other person or entity with an interest in or
7 obligation regarding Defendants’ assets or liabilities), agents, representatives, administrators,
8 fiduciaries, and attorneys of the entities and plans described in this sentence; and any other
9 predecessors, successors, transferees, and assigns of each of the persons and entities described in
10 this sentence (“Released Parties”) as outlined in the Settlement Agreement.

11 13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
12 Plaintiff and the Participating Class Members shall release Defendant and the Released Parties
13 from all claims arising under federal, state, and/or local statutory, constitutional, contractual, or
14 common law for wages, damages, costs, penalties, liquidated damages, punitive damages, interest,
15 attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable relief, other
16 relief under California Business & Professions Code Section 17200 et seq. (“Section 17200”),
17 whether known or unknown, asserted or unasserted, accrued or un-accrued, that have been, could
18 have been, or in the future can or might be asserted by or on behalf of any of the Participating
19 Class Members, which the Participating Class Members ever had, now have, or may have had,
20 from the beginning of time to the Effective Date, by reason of, arising out of, relating to, or in
21 connection with the acts, events, facts, matters, transactions, occurrences, statements,
22 representations, misrepresentations, omissions, or any other matter whatsoever related directly or
23 indirectly to the Action or based on the facts alleged in the Complaint including, but not limited to,
24 including, e.g., (1) Failure to pay overtime wages in violation of California Labor Code §§ 510 and
25 1198; (2) Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 1182,
26 1181.12, 1194, 1197, 1198; (3) Failure to provide compliant meal breaks in violation of Labor
27 Code §§ 226.7, 512; (4) Failure to provide compliant rest breaks in violation of Labor Code §§

226.7, 512; (5) Failure to provide suitable seating in violation of Labor Code § 1198; (6) Failure to adopt standards that minimize excessive indoor heat in violation of California Labor Code §§ 6720 and 226.7; (7) Failure to pay wages during employment in violation of Labor Code § 204; (8) Failure to timely furnish an accurate itemized wage statement upon payment of wages in violation of California Labor Code §226 and failure to maintain accurate records; (9) Failure to pay all wages at time of termination in violation of California Labor Code §§201-203; (10) Failure to reimburse business expenses in violation of Labor Code § 2802; (11) Violations of Business & Professions Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for violations of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6720, and the applicable IWC Wage Order, as well as California Business & Professions Code Section 17200 during the Class Period.

14. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement, Plaintiff and the Aggrieved Employees shall release, Defendants and the Released Parties from all , all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts and theories alleged in the Action, Complaint, and PAGA Notices including, e.g., (1) Failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (2) Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 1182, 1182.12 1194, 1197, 1198; (3) Failure to provide compliant meal breaks in violation of Labor Code §§ 226.7, 512; (4) Failure to provide compliant rest breaks in violation of Labor Code §§ 226.7, 512; (5) Failure to provide suitable seating in violation of Labor Code § 1198; (6) Failure to adopt standards that minimize excessive indoor heat in violation of California Labor Code §§ 6720 and 226.7; (7) Failure to pay wages during employment in violation of Labor Code § 204; (8) Failure to timely furnish an accurate itemized wage statement upon payment of wages in violation of California Labor Code §226 and failure to maintain accurate records; (9) Failure to pay all wages at time of termination in violation of California Labor Code §§201-203; (10) Failure to reimburse business expenses in violation of Labor Code § 2802; (11) Violations of Business & Professions Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for violations

of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1197, 1197.1 1198, 2802, 6720, and the applicable IWC Wage Order. The PAGA Settlement Group may not opt out of this release.

15. The Gross Settlement Amount is two-hundred and forty-five thousand dollars and zero cents (\$245,000.00). The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

16. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

17. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Bradley/Grombacher LLP as Class Counsel in this Action.

18. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Gross Settlement Amount, \$85,750.00 shall be paid for attorney fees and \$10,000.00 shall be paid for litigation costs.

19. The unopposed application of Class Counsel for a Class Representative Service Payment is hereby granted. Of the Gross Settlement Amount, a \$15,000.00 Class Representative Service Payment shall be allocated to Named Plaintiff Anselmo Pardo.

20. The unopposed application of Class Counsel for claims administration fees to ILYM Group is hereby granted. Of the Gross Settlement Amount, \$7,500.00 shall be paid for settlement administration fees.

21. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,500.00 shall be allocated to the Aggrieved Employees according to the terms of the Settlement Agreement.

22. If a Participating Class Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit

1 Bet Tzedek Legal Services pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds
2 there is a nexus between the mission of Bet Tzedek and the interests of the Class.

3 23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees,
4 or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

5 24. The Parties are authorized, without further approval from the Court, to agree to and
6 to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
7 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
8 Settlement Class Members under the Stipulation.

9 25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
10 shall retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the
11 administration and enforcement of the terms of the Settlement of this action to enforce the terms of
12 the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
13 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration
14 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
15 interpretation, consummation, enforcement, or implementation of the Settlement shall be presented
16 by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the
17 Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement
18 Agreement.

19 26. This Final Order shall constitute a final judgment.

20 27. The Court hereby dismisses the action (including all individual claims and Released
21 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
22 the Settlement Agreement.

23
24 **DATED:** _____

JUDGE OF THE SUPERIOR COURT