

Eric K. Yaeckel, Esq.
yaeckel@sullivanlawgroupapc.com
Leonel Fletes, Jr. Esq.
leof@sullivanlawgroupapc.com
SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
Phone: (619) 702-6760
Fax: (619) 702-6761

Attorneys for Plaintiff
JENNIFER QUANTON

Jon Yonemitsu, Bar No. 199026
jyonemitsu@littler.com
Shelley L. Murray, Bar No. 327300
smurray@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendant
NSMG SHARED SERVICES LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JENNIFER QUANTON, in a Representative
capacity only, and on behalf of other members of
the general public similarly situated,

Plaintiff,

v.

NSMG SHARED SERVICES LLC, a Delaware
Limited Liability Company; and DOES 1-10,
inclusive,

Defendants.

Case No. 37-2022-00022880-CU-OE-CTL

CASE CAPTION

**STIPULATION AND [PROPOSED]
ORDER APPROVING PAGA
SETTLEMENT AGREEMENT AND
DISMISSING PAGA CLAIMS WITH
PREJUDICE**

Trial Date: None Set
Complaint Filed: June 14, 2022

STIPULATION

Plaintiff Jennifer Quanton (“Quanton” or “Plaintiff”) and Defendant NSMG SHARED
SERVICES LLC (“NSMG” or “Defendant”) (collectively, the “Parties”) hereby stipulate as follows:

4859-7990-0794.4 / 114010-1001

1 1. Whereas, Plaintiff Jennifer Quainton is a former, non-exempt employee who submitted
2 a notice letter to the California Labor and Workforce Development Agency (“LWDA”) on April 8,
3 2022, to exhaust her administrative remedies and then filed this lawsuit on June 14, 2022, alleging a
4 single cause of action under the Private Attorneys General Act (“PAGA”).

5 2. Whereas, Plaintiff’s lawsuit seeks to recover PAGA penalties on behalf of the State of
6 California and all current and former non-exempt, hourly paid employees of Defendant in California
7 going back one year from the date she submitted her LWDA letter (*i.e.*, from April 8, 2021 forward)
8 for alleged: (1) Meal Period and Rest Break Violations; (2) Minimum Wage Violations; (3) Overtime
9 Violations; (4) Wage Statement Violations; (5) Failure to Reimburse Business Expenses; and (6)
10 Failure to Pay Wages Upon Separation, as further specified in Plaintiff’s Complaint and LWDA notice
11 letter.

12 3. Whereas, following a significant exchange of information, documents, and data
13 covering the putative aggrieved employees during the applicable look back period, the Parties
14 mediated this Action before experienced Mediator David Phillips on June 30, 2023.

15 4. Whereas, the information exchanged between the parties prior to the June 30, 2023,
16 mediation included NSMG responding to an initial set of form interrogatories-general, form
17 interrogatories-employment, special interrogatories, requests for admissions and producing as part of
18 an informal exchange: all policies related to Plaintiff’s PAGA claims, information regarding the total
19 number of employees and pay periods at issue, a random sample of 15% of all pay and time data for
20 the allegedly aggrieved employees at issue, and a complete list of all PAGA Employees (defined
21 below).

22 5. Whereas, the matter did not settle during the full-day mediation on June 30, 2023, but
23 the Parties ultimately reached a settlement after continued settlement discussions. On August 8, 2023,
24 the Parties entered into a written Memorandum of Understanding setting forth the key terms of the
25 Parties’ settlement as to Plaintiff’s claims.

6. Whereas, the Parties have now memorialized the full and complete settlement terms and conditions of this action set forth in this Stipulation (“Stipulation,” “Settlement,” or “Settlement Agreement”) based on the following terms and subject to the Court’s approval:

- (a) The Parties and Court: The action being settled is a PAGA action brought by Plaintiff Jennifer Quainton against NSMG Shared Services LLC (collectively, the “Parties”) and is currently pending in the California Superior Court for the County of San Diego, Case No. 37-2022-0002280-CU-CTL (the “*Quainton* Action” or the “Action”).
- (b) No Admission of Liability: The Parties agree that this Stipulation and Settlement reflects their good faith compromise of the claims raised in the *Quainton* Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel, and arms’ length negotiations including mediation. NSMG makes no admission of liability or wrongdoing by virtue of entering into this Settlement. The terms in this Settlement apply only in the context of settlement and have no effect on the Parties’ position or arguments in litigation. NSMG reserves the right to assert all relevant defenses and contest any issues relating to representativeness of the claims as well as liability if the Settlement is not approved.
- (c) PAGA Period: The “PAGA Period” shall run from April 8, 2021, to August 15, 2023.
- (d) PAGA Employees: All non-exempt employees employed by NSMG during the PAGA Period are “PAGA Employees.” PAGA Employees will be bound by this settlement and the Releases described below upon the Court granting approval. Based on its business records, NSMG has confirmed that it employed approximately 421 individuals that meet the definition of PAGA Employees during the period from April 8, 2021, through May 12, 2023 (the last date data is currently available). During this same time period, PAGA Employees collectively worked approximately 14,745 pay periods. The Parties agree that, when extrapolated through August 15, 2023, the pay periods are estimated to be 17,000.

- (e) Approval of Settlement: The Parties agree to work collaboratively to seek approval of this Settlement. The Parties agree that if the Settlement does not receive approval or does not become final and binding for any reason, including an appeal, etc., the Parties will be placed back in the position they were in prior to entering into this Settlement.
- (f) Plaintiff to Provide Notice of Settlement to LWDA in Advance of Approval Hearing: Plaintiff's counsel agrees to provide a copy of this Stipulation and Settlement to the LWDA at the same time it is submitted to the Court for approval.
- (g) Gross Settlement Amount: The maximum total value of this Settlement is Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000) (the "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that NSMG will pay for any reason in connection with the resolution of the *Quainton* Action ("PAGA Settlement").
- (i) The Gross Settlement Amount will be used to pay: (1) the PAGA Award (defined in the "PAGA Award" paragraph below), with 75% of the PAGA Award going to the LWDA and 25% being distributed on a prorated basis based on pay periods worked to PAGA Employees; (2) Plaintiff's attorneys' fees; (3) Plaintiff's costs; (4) Settlement Administration Costs (i.e., all costs specified in the "Costs of Administration" paragraph below); (5) the Service Award to Plaintiff Quainton (as specified in the Service Award paragraphs below); and Individual Claim Release Award to Plaintiff.
- (h) Plaintiff's Counsel's Fees and Costs: Plaintiff's counsel is Eric Yaeckel of Sullivan & Yaeckel Law Group, APC. NSMG agrees not to oppose Plaintiff's counsel's application for attorneys' fees of up to 33^{1/3}% of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Five Cents (\$116,666.65), and costs of up to Fifteen Thousand Dollars (\$15,000). Any attorneys' fees or litigation costs awarded will be paid from the Gross Settlement Amount. No other counsel shall be entitled to any other fees or costs associated with this Settlement.

1 The attorneys' fees and litigation costs to be awarded to Plaintiff's counsel are subject
2 to approval from the Court. Any attorneys' fees or litigation costs not awarded by the
3 Court will be added to the PAGA Award and distributed to the LWDA and PAGA
4 Employees as specified herein. Except as expressly provided herein, Defendant and
5 Plaintiff shall each bear their own attorneys' fees and costs.

6 (i) Quainton's Service Award: NSMG agrees not to oppose Quainton's application for a
7 Service Award (*i.e.*, payment for service as a named Plaintiff and in consideration of
8 the Releases section specified below) in an amount not to exceed Ten Thousand Dollars
9 (\$10,000). The Service Award is subject to approval from the Court and will be paid
10 from the Gross Settlement Amount. Any Service Award not awarded by the Court will
11 be added to the PAGA Award and distributed to the LWDA and PAGA Employees as
12 specified herein.

13 (j) Quainton's Individual Claim Release Award: NSMG agrees to pay Plaintiff Jennifer
14 Quainton the gross amount of Thirty Thousand Dollars (\$30,000), in exchange for
15 Plaintiff's general release of any and all claims she may have arising out of her
16 employment with Defendant, the terms of which will be detailed in a separate
17 Settlement and General Release of All Claims. Plaintiff and Defendant agree that
18 Plaintiff's Individual Settlement Payment is conditioned on: (i) the Court approving the
19 PAGA Settlement, (ii) the Court's dismissal with prejudice of this Action, (iii)
20 Plaintiff's execution of a standalone general release, and (iv) Plaintiff to provide
21 Defendant's counsel with applicable tax documents, including fully executed tax forms
22 W-4 and W-9.

23 (k) Costs of Administration: The Parties agree to use Phoenix Class Action administration
24 Solutions as the Settlement Administrator. Such administration costs for PAGA
25 Employees are estimated to be Ten Thousand Nine Hundred and Fifty Dollars
26 (\$10,950). The cost of administration shall be paid entirely from the Gross Settlement
27 Amount. Any Settlement Administration Costs not incurred by the Settlement
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Administrator or awarded by the Court will be added to the PAGA Award and distributed to the LWDA and PAGA Employees as specified herein.

(l) The PAGA Award: The PAGA Award is the Gross Settlement Amount minus the amounts allotted to: (1) Plaintiff's attorneys' fees (up to \$116,666.65), (2) Plaintiff's counsel's litigation costs (up to \$15,000); (3) the Service Award for Plaintiff (up to \$10,000), (4) Quanton's Individual Claim Release Award (\$30,000) and (5) the Settlement Administration Costs (estimated to be \$10,950). Seventy-five percent (75%) of the PAGA Award will be paid to the LWDA. The remaining twenty-five percent (25%) will be distributed on a prorated basis to PAGA Employees from the Net Distribution Fund as described below.

(m) Net Distribution Fund: The Net Distribution Fund is the twenty-five percent (25%) of the PAGA Award that will be distributed to PAGA Employees as follows:

(n) PAGA Employee Calculations: For PAGA Employees, NSMG will calculate the total number of pay periods (rounding up to the nearest pay period) that each PAGA Employee worked during the PAGA Period ("Total PAGA Pay Periods"). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees ("PAGA Pay Period Value"). To determine the amount to be paid to each PAGA Employee (*i.e.*, their "Individual Settlement Payment"), the Settlement Administrator will multiply the PAGA Pay Period Value by the number of pay periods (rounding up to the nearest pay period) that each PAGA Employee worked for NSMG during the PAGA Period.

(o) Taxes: Settlement payments to PAGA Employees will be attributed one hundred percent (100%) as penalties.

(p) No Reversion: All Participating PAGA Employees will receive an Individual Settlement Payment based on the calculations detailed above, without needing to make a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and

uncashed funds will be transmitted to the California State Controller Unclaimed Property Fund in the name of the PAGA Employee.

- (q) Releases: Upon approval from the Court and fully funding of the Gross Settlement Amount, Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA representative) release and along with the PAGA Employees, will be barred from bringing a PAGA action against Defendant, its subsidiaries, including but not limited to Lifemark Group, Inc.; NorthStar Cemetery Services of California LLC; NorthStar Funeral Services of California LLC; and NSMG California, LLC, and their respective affiliates, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, sister or related entities, insurers, and any and all other persons, firms and corporations in which Defendant may have an interest (“Released Parties”) for any and all PAGA claims that were asserted or that could have been asserted based on the facts alleged in Plaintiff’s Complaint, and the LWDA PAGA notice letter(s) submitted by Plaintiff and/or Plaintiffs’ counsel to the LWDA in the Action, whether known or unknown including without limitation all known and unknown claims arising out of any alleged failure to pay all minimum, regular, and overtime wages, failure to provide meal periods or premium payments in lieu thereof, failure to provide rest periods or premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide complete and accurate itemized wage statements (based on both direct and derivative theories of liability), failure to provide paid sick days, failure to pay premium pay at the regular rate, failure to timely pay all wages due at separation (based on both direct and derivative theories of liability), failure to reimburse business expenses, and failure to provide one days rest in seven, or based on underlying alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,

1197.1, 1198, 2800 and 2802; and any and all related penalties or other relief available under PAGA. The releases in this paragraph are referred to as the “Released Claims.” The release will be effective through August 15, 2023. Because this is a PAGA-only case, there is no right to opt-out or object and all PAGA Employees will be bound by the release described above upon approval of the Settlement Agreement by the Court.

- (r) Named Plaintiff Jennifer Quainton’s General Release of All Claims: Plaintiff Jennifer Quainton agrees to provide a Complete and General Release of all claims, including a California Civil Code section 1542 Waiver in exchange for the additional consideration afforded by her Service Award and Individual Claim Release Award. Plaintiff Quainton’s “Complete and General Release” means an irrevocable and unconditional release given only by the named Plaintiff in the Action (*i.e.*, Quainton), releasing the Released Parties (defined above) from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before August 15, 2023, related to Plaintiff’s employment, separation from NSMG, and/or the Action, including but not limited to all of the claims alleged in Plaintiff’s LWDA notice letter and Complaint and including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Parties through August 15, 2023, and/or arising out of Plaintiff’s employment with NSMG (direct or indirect) and/or the cessation thereof. This release includes a 1542 Waiver (defined below) as to all Claims. This release also includes, but is not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i)

1 the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the
2 Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as
3 amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state,
4 federal, and local law, regulation and ordinance dealing with discrimination in
5 employment, disability, wrongful discharge, and retaliation for exercising any right or
6 participating or engaging in any activity, (n) the Occupational Safety and Health Act,
7 as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment
8 Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the
9 Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker
10 Adjustment and Retraining Notification Act, as amended, (s) any federal, state or
11 common law claim or cause of action for breach of contract, wrongful discharge,
12 constructive discharge, retaliation, defamation, slander, libel, intentional or negligent
13 infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any
14 other tort or negligence claim, or obligations arising out of any of Defendant's
15 employment policies or practices, employee handbooks, and/or any statements by any
16 employee or agent of Defendant whether oral or written, (t) the California Labor Code,
17 and (u) any federal, state or common law claim or cause of action for reinstatement,
18 back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of
19 equitable or declaratory relief, liquidated damages, emotional distress, personal injury,
20 punitive damages, pain and suffering, medical expenses, damage to reputation, damage
21 for personal, emotional or economic injury or damage of any kind. This provision is
22 intended by the Parties to be all-encompassing and to act as a full and total release of
23 any claims, whether specifically enumerated herein or not, that Plaintiff might have or
24 have had, that exists or ever has existed, on or prior to August 15, 2023. "1542 Waiver"
25 means an express waiver, to the fullest extent permitted by law, of the provisions, rights
26 and benefits of Section 1542 of the California Civil Code, or any other similar provision
27 under federal or state law, which Section provides:
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1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
2 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
3 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
4 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
5 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
6 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7 Plaintiff Quainton's Complete and General Release does not include a release of any
8 claims that cannot be released as a matter of law.

9 (s) Payment: Because this is a PAGA-only case, no class notice is required. Rather, the
10 Settlement Administrator, upon approval by the Court, will mail the payments
11 described herein to PAGA Employees by U.S. mail to the last known addresses of the
12 PAGA Employees, as reflected in NSMG's records. However, the Settlement
13 Administrator will conduct an upfront National Change of Address search to confirm
14 the most recent address for the PAGA Employees at issue and will mail the notice to
15 the most recent address available for each PAGA Employee by first class mail, should
16 that differ from NSMG's records.

17 (t) Publicity: Plaintiff Quainton and her counsel agree to discuss the terms of this
18 Settlement only in declarations submitted to a court or court hearings in support of
19 Settlement Approval. Quainton and her counsel agree not to otherwise publicize this
20 Settlement, including, but not limited to, issuing press releases, posting summaries
21 online, or otherwise speaking to the press regarding the terms of this Settlement. If
22 Quainton or her Counsel are contacted by members of the press, they will respond only
23 that the lawsuit exists and has been resolved.

24 (u) Funding Date: The Settlement shall be effective as of the date of date the Court enters
25 and Order approving the Settlement. Defendant shall deposit the settlement funds with
26 the Settlement Administrator within thirty (30) business days of entry of the Order
27 approving the settlement. Payments to Plaintiff's Counsel, Plaintiff Quainton, the
28 Settlement Administrator, and Participating PAGA Employees under the Settlement
will occur within 10 calendar days after the Settlement is funded.

1 (v) Enforceability: The Parties agree they will work together in good faith to secure
2 approval of the Settlement. The parties shall further use best efforts and act in good
3 faith to address concerns or questions, if any, raised by the Court about the Settlement.
4 The Parties agree that it is their intent that the terms set forth in this Stipulation and
5 Settlement will release any further attempt, by lawsuit, administrative claim or action,
6 arbitration, demand, or other action of any kind by each and all of Quainton and PAGA
7 Employees, involving the released claims described above for the PAGA Period.

8 7. Whereas NSMG and the Released Parties shall not be required to pay any amount in
9 excess of the Total Settlement Amount in connection with this Settlement to any counsel, parties or
10 government entity except as specified in this Stipulation.

11 8. Whereas, the Parties acknowledge and agree that, if approved, this Stipulation and
12 Settlement will result in the complete and final resolution of this Action.

13 9. Whereas, Defendant shall provide to the Settlement Administrator a Confidential list
14 of all PAGA Employees thirty (30) days after the Court grants approval of the Settlement Agreement
15 and prior to the Effective Date (defined above), including their full name, last known mailing address,
16 social security number, and pay periods worked during the PAGA Period. This Confidential list shall
17 be provided to the Settlement Administrator only and shall be used only for this Action for purposes
18 of administering this Settlement.

19 (a) The Settlement Administrator will handle all necessary tax reporting and shall distribute
20 the settlement funds in accordance with this Stipulation and Settlement within ten (10)
21 business days after Defendant funds the Settlement, including but not limited to mailing
22 settlement checks to PAGA Employees, the LWDA, and Plaintiff's counsel in
23 accordance with this Stipulation and Settlement. Any settlement checks to PAGA
24 Employees returned to the Settlement Administrator as non-deliverable within 30 days
25 of mailing shall be re-mailed to the forwarding address affixed thereto. If no forwarding
26 address is provided, the Settlement Administrator shall promptly attempt to determine a
27 correct address by the use of skip-tracing, or other type of automated search, and shall
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1 then perform a re-mailing to the PAGA Employee whose settlement check was returned
2 assuming another mailing address is identified by the Settlement Administrator. Once
3 these procedures are followed, notice to PAGA Employees shall be deemed to have been
4 fully satisfied, and even if the intended recipient of the settlement check does not receive
5 it, the intended recipient shall nevertheless remain a PAGA Employee and shall be bound
6 by all terms of this Settlement, including the release.

7 (b) As noted above, individual settlement checks shall remain negotiable for One Hundred
8 Eighty (180) calendar days from the date of mailing. If an individual settlement check
9 remains uncashed after One Hundred Eighty (180) calendar days from issuance, the
10 Settlement Administrator shall pay over the amount represented by the check, without
11 the need to include interest, to the California State Controller's Office's Unclaimed
12 Property Division, with the identity of the PAGA Employee to whom the funds belong.
13 In such event, the Participating PAGA Employee shall nevertheless remain bound by the
14 Settlement.

15 10. Whereas, if this Stipulation and Settlement Agreement does not become Effective (*i.e.*,
16 the "Effective Date" defined above is not reached and the Settlement does not become final and
17 binding), the Parties will return to the position they were in prior to the Settlement.

18 11. Whereas, Plaintiff Quainton represents and agrees that other than this Action, she does
19 not have any pending or contemplated lawsuits, administrative complaints, PAGA notice letters or
20 charges against Defendant NSMG or the Released Parties in any local, state, or administrative agency.
21 Plaintiff Quainton also represents that she will not bring any action in the future in which Plaintiff
22 seeks to recover from Defendant or the Released Parties relating to or arising from Plaintiff's
23 employment with or separation from Defendant NSMG, other than an action to enforce Plaintiff's
24 rights under this Settlement Agreement.

25 12. Whereas, based on the information, evidence, and data reviewed by counsel for all
26 Parties, who have significant experience and expertise in evaluating these claims, the Total Settlement
27 Amount provides fair and meaningful relief when weighed against the significant risks, delay, and
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1 burden to all Parties of continued litigation. Although Plaintiff believes the claims she alleged have
2 merit, she also recognizes that continued litigation could be lengthy and present a risk of no recovery,
3 particularly in light of the defenses raised by Defendant. For its part, Defendant strongly disputes that
4 there is any merit to Plaintiff's claims, but nevertheless agrees that this Settlement is appropriate given
5 the cost and burden of continued litigation and inherent risks in any litigation. For these reasons, both
6 Plaintiff's counsel and Defendant's counsel believe that the settlement is fair, adequate, and
7 reasonable.

8 13. Whereas, pursuant to California Labor Code section 2699(l)(2), Plaintiff's counsel
9 confirms they are providing a copy of this Stipulation and Settlement to the LWDA concurrently with
10 the filing of this Stipulation.

11 14. Whereas, should the Court not approve this Stipulation and Settlement, the Parties agree
12 to work together in good faith in an attempt to remedy any concerns the Court may have regarding the
13 Settlement in order to obtain the Court's approval.

14 15. Whereas, Plaintiff represents and warrants that she has the right and exclusive authority
15 to execute this Stipulation and Settlement. Each Party to this Settlement also represents and warrants
16 to, and agrees with, each other Party hereto as follows:

17 (a) Each Party has carefully read and knows and understands the full contents of this
18 Stipulation and Settlement and is voluntarily entering into this Agreement after having
19 received independent legal advice from their attorneys with respect to the advisability
20 of making the settlement provided for herein and the advisability of executing this
21 Stipulation.

22 (b) In executing this Stipulation and in making the Settlement provided for herein, no
23 Party relies or has relied on any statement, representation, omission, inducement, or
24 promise of any other Party (or any officer, agent, employee, representative, or
25 attorney for any other Party), except as expressly stated in this Stipulation.

26 (c) Each Party to this Agreement has investigated the facts relevant to this Settlement,
27 and all matters pertaining thereto, to the full extent that each deems necessary.
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1 (d) Each separately numbered term of this Stipulation is contractual, not merely a recital.

2 (e) Each of the Parties has participated in the drafting of all provisions of this Agreement,
3 has had an adequate opportunity to read, review, and consider the effect of the language
4 of this Agreement, and has agreed to its terms.

5 16. Whereas, the rights and obligations of the Parties and the PAGA Employees under
6 this Stipulation shall be construed and enforced in accordance with, and governed by, the laws of the
7 State of California. California law shall govern the interpretation of this Stipulation and Settlement
8 even if a choice of law analysis under state or federal law would dictate that another forum's law
9 be applied.

10 17. Whereas, each Party, on behalf of themselves, and their respective business entities,
11 heirs, executors, and assigns, agrees that they will abide by this Settlement and will do all such acts,
12 and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the
13 stated objectives of this Agreement.

14 18. Whereas, if any provision of this Stipulation and Settlement is held to be invalid by a
15 court of competent jurisdiction, that provision shall be deemed severed and deleted from this
16 Settlement, and neither that provision nor its severance and deletion shall affect the validity of the
17 remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may
18 be deemed severed or deleted from this Settlement, except upon waiver in writing by Defendant.

19 19. Whereas, the Parties agree that this Stipulation and Settlement does not constitute an
20 admission by Defendant or any of the Released Parties of any of the matters alleged in Plaintiffs' actions
21 or of any violation by any of them of any federal, state, or local law, ordinance or regulation, or of any
22 violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Stipulation
23 nor anything in this Stipulation shall be construed to be or shall be admissible in any proceeding as
24 evidence of liability or wrongdoing by Defendant or the Released Parties.

25 20. Whereas, the Parties further agree that:

26 (a) This Stipulation is binding upon, and shall inure to the benefit of, the Parties hereto
27 and their respective agents, employees, representatives, officers, directors, parents,
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1 subsidiaries, parents' subsidiaries, assigns, heirs, executors, administrators, insurers,
2 and successors in interest.

3 (b) Given that all Parties hereto had the opportunity to draft, review, and edit the language
4 of this Stipulation and Settlement, no presumption for or against any Party arising out
5 of drafting all or any part of this Stipulation may be applied in any action relating to,
6 connected to, or involving this Settlement.

7 (c) This Stipulation may be executed in counterparts. A signature by way of facsimile,
8 electronic signature, photocopy, or electronic transmission shall serve as an original for
9 all purposes.

10 21. Whereas, the Parties agree that, upon the occurrence of the dismissal with prejudice of this
11 Action pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court
12 pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing
13 equity jurisdiction over this Action and over all Parties and PAGA Employees to interpret and enforce
14 the terms, conditions, and obligations of the Agreement.

15 21. THEREFORE, the Parties agree and jointly request that the Court issue an order (1)
16 approving of this Stipulation and proposed PAGA Settlement; and (2) dismissing this Action with
17 prejudice in accordance with the terms of this Settlement and the Proposed Order submitted with this
18 Stipulation.

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IT IS SO STIPULATED AND AGREED.

Dated: September 26, 2023

NSMG SHARED SERVICES LLC
Defendant

By: _____

Title: _____

Dated: September 26, 2023

JENNIFER QUANTON
Plaintiff

1 **[PROPOSED] ORDER**

2 Having received the Parties' Stipulation and PAGA Settlement ("the Stipulation") set forth
3 above and good cause therefore:

4 It is HEREBY ORDERED that:

5 1. The terms in this Order shall have the same meaning as the defined terms in the
6 Stipulation.

7 2. The Court finds the Stipulation and Settlement was entered into in good faith, that the
8 Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and
9 applicable requirements for approval of PAGA representative actions under California law.

10 3. The Parties' Stipulation and PAGA settlement is hereby APPROVED pursuant to
11 California Labor Code Section 2699(1).

12 4. The Court approves the payments to be paid to the PAGA Employees and the State of
13 California as set forth in the Stipulation pursuant to California Labor Code Section 2699(1). The Court
14 further approves the payments to Plaintiff's counsel for attorneys' fees and cost and to the Settlement
15 Administrator for Settlement Administration Fees, as set forth and specified in the Stipulation.

16 5. The Court hereby appoints Phoenix Class Action Administration Solutions as the
17 Settlement Administrator. The Parties and Settlement Administrator shall execute the Settlement in
18 accordance with the terms and timeline specified in the Stipulation, including with regard to the
19 distribution of the Total Settlement Amount to the LWDA, PAGA Employees, Plaintiff's counsel, and
20 the Settlement Administrator for Settlement Administration Fees.

21 6. As the date of this Order, Plaintiff, the PAGA Employees, the LWDA, and Defendant
22 shall be bound by the Stipulation and Settlement. The "PAGA Period" shall run from April 8, 2021,
23 to August 15, 2023. All non-exempt employees employed by NSMG Shared Services LLC during the
24 PAGA Period are "PAGA Employees."

25 7. Upon funding of the Total Settlement Amount after the Effective Date, Defendant and
26 Released Parties are hereby released from the Released Claims in accordance with the terms of the
27 Stipulation and Settlement during the PAGA period from April 28, 2021 to August 15, 2023.

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8. This action is hereby DISMISSED WITH PREJUDICE.

9. The Court shall retain jurisdiction with respect to all matters related to the interpretation and enforcement of the Parties’ Stipulation and Settlement.

IT IS SO ORDERED.

Dated: _____

HONORABLE RICHARD WHITNEY
JUDGE OF THE SUPERIOR COURT