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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CARMEN JIMENEZ MARTINEZ, an
individual, on behalf of herself, and on behalf
of all persons similarly situated,

Plaintiff,

v.

COMPASS FAMILY SERVICES., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: CGC-22-599767

[Assigned for all purposes to the Hon.
Andrew Y.S. Cheng in Dept. 613]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: May 23, 2022

TRIAL DATE: None set

1 This Joint Stipulation Re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 CARMEN JIMENEZ MARTINEZ (“Plaintiff”), on behalf of herself and all others similarly
4 situated and aggrieved, on one hand; and defendant COMPASS FAMILY SERVICES
5 (“Defendant”), on the other hand, in the lawsuit entitled *Martinez v. Compass Family Services*
6 filed in San Francisco County Superior Court, Case No. CGC-22-599767 (the “Class Action”).
7 Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This
8 Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth
9 herein, based upon and subject to the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means the action entitled *Martinez v. Compass Family Services* filed in
12 San Francisco County Superior Court, Case No. CGC-22-599767 and the related case, *Martinez*
13 *v. Compass Family Services*, San Francisco County Superior Court, Case Number CGC-22-
14 601643.

15 **B. “Aggrieved Employees”** means Class Members working for Defendant, as non-
16 exempt, hourly-paid employees during the PAGA Period in the State of California.

17 **C. “Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel
18 of Bibiyan Law Group. The term “Class Counsel” shall be used synonymously with the term
19 “Plaintiff’s Counsel.”

20 **D. “Class Members,” “Settlement Class,” or “Settlement Class Members”** means
21 all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees,
22 at any time during the Class Period in the State of California.

23 **E. “Class Period”** means the period from May 23, 2018 through September 10,
24 2023, unless shortened pursuant to paragraph 17 of this Agreement.

25 **F. “Class Notice”** means and refers to the notice sent to Class Members after
26 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
27 Agreement.

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1 **G. “Court”** means the Superior Court of the State of California for the County of
2 San Francisco.

3 **H. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
4 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
5 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
6 appeals have been filed, the date on which they have been resolved or exhausted.

7 **I. “Defendant”** means Compass Family Services.

8 **J. “Effective Date”** means the later of: (a) if any Class Member validly submits a
9 Notice of Objection, the date on which the time for appeals from any Order ruling on the
10 objections or granting Final Approval of the Settlement has run; (b) if there is an appeal of the
11 trial court’s Final Approval Order and/or Judgment in the Action, including any appeal of an
12 award of attorneys’ fees or incentive payment to the Plaintiff, the date of final affirmance of the
13 Judgment on appeal, the date of dismissal of such appeal, the expiration of the time for a petition
14 for review of such appeal by the California Supreme Court of the Judgment, and, if review is
15 granted, the date of final affirmance of that Judgment following review pursuant to that grant; or
16 (c) in the event there are no objections submitted and/or all objections submitted have been
17 withdrawn, then sixty-one (61) calendar days after entry of trial court’s Final Approval Order
18 and Judgment in the Action.

19 **K. “Employer Taxes”** means employer-funded taxes and contributions imposed on
20 the wage portions of the Individual Settlement Payments under the Federal Insurance
21 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
22 and contributions required of employers, such as for unemployment insurance.

23 **L. “General Release”** means the broader release of claims by Plaintiff, which is in
24 addition to Plaintiff’s release of claims as a Participating Class Member.

25 **M. “Gross Settlement Amount”** means a non-reversionary fund in the sum of no
26 more than Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00), which is the total
27 amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 17 below,
28 from which all payments for the Individual Settlement Payments to Participating Class Members,

1 the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and
2 expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA
3 Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which
4 shall be paid by Defendant separate, apart and in addition to the Gross Settlement Amount.

5 **N. "Individual PAGA Payment"** means a payment made to an Aggrieved Employee
6 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
7 Settlement Share if he or she is also a Participating Class Member.

8 **O. "Individual Settlement Payment"** means a payment to a Participating Class
9 Member of his or her net share of the Net Settlement Amount.

10 **P. "Individual Settlement Share"** means the gross amount of the Net Settlement
11 Amount that a Participating Class Member is projected to receive based on the number of
12 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
13 shall be reflected in his or her Class Notice.

14 **Q. "LWDA Payment"** means the payment to the State of California Labor and
15 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total
16 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
17 Settlement Amount. The Parties have agreed that Thirty Thousand Dollars and Zero Cents
18 (\$30,000.00) shall be allocated toward PAGA penalties, of which Twenty-Two Thousand and
19 Five Hundred Dollars and Zero Cents (\$22,500.00) will be paid to the LWDA (*i.e.*, the LWDA
20 Payment) and Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) will be
21 paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for
22 Defendants as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the
23 PAGA Payment).

24 **R. "Net Settlement Amount"** means the portion of the Gross Settlement Amount
25 that is available for distribution to the Participating Class Members after deductions for the Court-
26 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
27 of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
28 Payment and the PAGA Payment.

1 **S. “PAGA Payment”** is the 25% portion of the Thirty Thousand Dollars and Zero
2 Cents (\$30,000.00) that is allocated toward PAGA penalties (Seven Thousand and Five Hundred
3 Dollars and Zero Cents (\$7,500.00)) that will be paid to Aggrieved Employees on a *pro rata*
4 basis based on the Workweeks worked as non-exempt, hourly-paid employees in California in
5 the PAGA Period, which would be in addition to their Individual Settlement Payment if they are
6 Participating Class Members, as well.

7 **T. “PAGA Period”** means the period from July 9, 2021 through the end of the Class
8 Period.

9 **U. “Participating Class Members”** means all Settlement Class Members who do
10 not submit a timely and valid Request for Exclusion.

11 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
12 Settlement Amount that a Participating Class Member is eligible to receive based on the number
13 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
14 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
15 may be entitled if he or she is also an Aggrieved Employee.

16 **W. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
17 Carmen Jimenez Martinez.

18 **X. “Preliminary Approval Date”** means the date on which the Court enters an Order
19 granting preliminary approval of the Settlement.

20 **Y. “Released Parties”** shall mean Defendant and each of its past, present and future
21 respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored
22 employee benefit plans of any nature, and their successors and predecessors in interest, including
23 all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,
24 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees and agents.

25 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
26 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
27 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
28 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In

1 such an instance, the Response Deadline shall be twenty (20) calendar days from the re-mailing
2 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
3 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
4 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
5 Workweek Dispute was submitted by the Response Deadline.

6 **AA. “Request for Exclusion”** means a written request to be excluded from the
7 Settlement Class pursuant to Paragraph 9(C) below.

8 **BB. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
9 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court
10 approval, will be paid out of the Gross Settlement Amount.

11 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
12 Administrator in administration of the Settlement, including, but not limited to, translating the
13 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
14 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
15 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
16 withholdings, providing declarations, generating Individual Settlement Payment checks and
17 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
18 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
19 of litigation costs and expenses, to Plaintiff for his Service Award and to the LWDA for the
20 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
21 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
22 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
23 \$7,450.00. If the actual amount of the Settlement Administration Costs is less than \$7,450.00,
24 the difference between \$7,450 and the actual Settlement Administration Costs shall be a part of
25 the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,450, then such
26 excess will be paid solely from the Gross Settlement Amount and Defendant will not be
27 responsible for paying any additional funds in order to pay these additional costs.

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1 **DD.** “**Settlement Administrator**” means the Third-Party Administrator selected by
2 the Plaintiff that will be responsible for the administration of the Settlement including, without
3 limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement
4 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
5 this Agreement.

6 **EE.** “**Workweeks**” means the number of weeks that a Settlement Class Member
7 worked for Defendant in a non-exempt, hourly-paid position during the Class Period in
8 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
9 applicable).

10 **2. BACKGROUND**

11 **A.** On May 23, 2022, Plaintiff filed with the Labor and Workforce Development
12 Agency (“LWDA”) and served on Defendant a notice under Labor Code section 2699.3 (the
13 “PAGA Notice”) stating that he intended to serve as a proxy of the LWDA to recover civil
14 penalties for Aggrieved Employees for various Labor Code violations.

15 **B.** On May 23, 2022, Plaintiff commenced this Action by filing a class action
16 complaint alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2)
17 failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu
18 thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all
19 wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely
20 pay wages; (8) failure to pay for unused vested vacation time; and (9) engaging in unfair
21 competition (the “Class Action”).

22 **C.** On September 7, 2022, after 65 days passed without any communication from the
23 LWDA, Plaintiff filed a separate representative action under PAGA in the Superior Court of
24 California for the County of San Francisco, entitled as *Martinez v. Compass Family Services*,
25 Case Number CGC-22-601643, for civil penalties under Labor Code sections 210, 226.3, 558,
26 1174.5, 1197.1 and 2699 in connection with the allegations made in the PAGA Notice (the
27 “PAGA Action”).

28 **D.** On November 2, 2022, Defendants filed a Notice of Related case in the Class

1 Action, relating the PAGA Action to the Class Action.

2 **E.** Thereafter, the Parties agreed to confidentially exchange informal pre-mediation
3 discovery for the sole purpose of attending an early mediation. Prior to mediation, Defendant
4 provided: (1) a 50% sampling of time and payroll records for the approximate 159 Class
5 Members; (2) a list of hire dates, termination dates, and rates of pay for the approximate 159
6 Class Members; (3) Defendant's 2021 employee handbook; (4) contact information for 50 Class
7 Members; and (5) other relevant documents.

8 **F.** On June 29, 2023, the Parties participated in mediation with Gig Kyriacou, an
9 experienced mediator of wage and hour class and PAGA actions. With the aid of the mediator's
10 evaluation, the Parties reached the Settlement to resolve the Class Action and PAGA Action. As
11 part of the Settlement, the Parties hereby agree to stipulate to consolidate the Class Action and
12 PAGA Action (hereinafter, the "Action").

13 **G.** Class Counsel have conducted significant investigation of the law and facts
14 relating to the claims asserted in the Action and in the PAGA Notice, and have concluded that
15 the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the
16 Settlement Class, taking into account the sharply contested issues involved, the expense and time
17 necessary to litigate the Action through trial and any appeals, the risks and costs of further
18 litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
19 the information learned through informal discovery regarding Plaintiff's allegations, and the
20 substantial benefits to be received by Settlement Class Members.

21 **H.** Defendant has concluded that, because of the substantial expense of defending
22 against the Action, the length of time necessary to resolve the issues presented herein, the
23 inconvenience involved and the concomitant disruption to its business operations, it is in its best
24 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
25 claims asserted against them in the Action and in the PAGA Notice. However, Defendant,
26 nevertheless, desires to settle the Class Action and PAGA for the purpose of avoiding the burden,
27 expense and uncertainty of continuing litigation, and for the purpose of putting to rest the
28 controversies engendered by the Action.

1 **I.** The Parties believe that the Settlement is fair, reasonable, and adequate. The
2 Settlement was arrived at through arm's-length negotiations, taking into account all relevant
3 factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the
4 Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and
5 discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

6 **J.** This Agreement is intended to and does effectuate the full, final and complete
7 resolution of all claims of Plaintiff as specified herein, Class Released Claims of Plaintiff and
8 Participating Class Members, and all PAGA Released Claims of Plaintiff, Aggrieved Employees
9 and the State of California, to the extent permitted by law.

10 **3. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of the Action. The
12 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
13 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
14 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
15 pursuant to California Rules of Court, rule 3.769, subdivision (h).

16 **4. STIPULATION OF CLASS CERTIFICATION**

17 The Parties stipulate to the certification of the Settlement Class under this Agreement for
18 purposes of settlement only. If, for any reason the Court does not grant Preliminary Approval,
19 Final Approval or entry of Judgment, or if the Judgment is set aside, overturned or reversed on
20 appeal, Defendant reserves the right to contest certification of any class for any reason, and
21 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
22 right to move for class certification on any grounds available and to contest Defendant's defenses.

23 **5. STIPULATION TO CONSOLIDATE AND MOTIONS FOR**
24 **APPROVAL OF SETTLEMENT**

25 The Parties hereby expressly stipulate to consolidate the Class Action and PAGA Action.
26 The Parties hereby expressly agree that whether or not the Court grants Final Approval of the
27 Settlement, the Class Action and PAGA Action shall remain consolidated actions.

28 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion

for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals, as well as for the approval and directing of a proposed Notice of Class Action Settlement, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and Objections. Plaintiff shall provide drafts of these documents to Defense Counsel no later than five (5) days prior to filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will file in Court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel no later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

The Parties may both respond to any Objections lodged to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

6. STATEMENT OF NO ADMISSION

Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action and the PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA Notice, and Defendants will not be deemed to have waived, limited or affected in any way any of their objections or defenses in the Action and in the PAGA Notice. The Parties shall not stipulate to class certification and shall be restored to their respective positions in the Action prior

1 to the entry of this Settlement. Payment of wages under this Settlement also neither extends nor
2 alters the Class Members' period of employment with Defendant for any purpose. The
3 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
4 and will not be admissible in connection with, any litigation (except for proceedings to enforce
5 or effectuate the Settlement and this Agreement).

6 **7. RELEASE OF CLAIMS**

7 **A. Release by All Participating Class Members**

8 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
9 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
10 Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all
11 Participating Class Members release and discharge Released Parties from all claims that were
12 alleged or reasonably could have been alleged based on the facts stated in the complaint filed in
13 the Class Action, including, but not limited to: (a) all claims for unpaid wages, (b) all claims for
14 failure to pay overtime wage; (c) all claims for failure to pay minimum wages; (d) all claims for
15 failure to provide compliant meal periods or compensation in lieu thereof; (e) all claims for
16 failure to provide rest periods or compensation in lieu thereof; (f) all claims for failure to pay the
17 full amount of wages owed upon termination and/or resignation and any alleged waiting time
18 penalties; (g) all claims for wage statement violations; (h) all claims for failure to timely pay
19 wages; (i) all claims for failure to pay for unused vested vacation time; and (j) all claims asserted
20 through California Business & Profession Code *et seq.*, arising out of the Labor Code violations
21 referenced in the complaint filed in the Class Action. (the "Class Released Claims").

22 **B. Release by All Aggrieved Employees**

23 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
24 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
25 and in the complaint filed in the PAGA Action, or that could have been based on the factual
26 allegations asserted in the PAGA Notice and the complaint filed in the PAGA Action for PAGA
27 civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 in connection
28 with alleged violations of Labor Code sections Labor sections 200, 201, 202, 203, 204, 226,

226.7, 227.3, 510, 512, 1194, 1197, and California Code of Regulations, Title 8, section 11040 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims.”

C. Claims Not Released

The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

D. General Release by Plaintiff

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff Carmen Jimenez Martinez makes the additional following General Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff’s employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, she shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

4 **8. SETTLEMENT ADMINISTRATOR**

5 **A.** Plaintiff and Defendants, through their respective counsel have selected ILYM
6 Group, Inc., to administer the Settlement, which includes, but is not limited to, translating the
7 Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, and
8 calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of
9 the Settlement Administrator, currently estimated to be \$7,450.00, will be paid from the Gross
10 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
11 \$7,450.00, the difference between \$7,450.00 and the actual Settlement Administration Costs
12 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
13 \$7,450.00, then such excess will be paid solely from the Gross Settlement Amount and Defendant
14 will not be responsible for paying any additional funds in order to pay these additional costs.

15 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
16 **PROCESS**

17 **A. Notice to the Settlement Class Members**

18 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
19 Defendant's Counsel shall provide the Settlement Administrator with information with respect
20 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
21 currently in Defendant's possession, custody or control; (3) last known telephone number(s)
22 currently in Defendant's possession, custody or control; (4) last known Social Security
23 Number(s) in Defendant's possession, custody or control; and (5) the dates of employment (*i.e.*,
24 hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
25 Member ("Class List"). The Settlement Administrator shall perform an address search using the
26 United States Postal Service National Change of Address ("NCOA") database and update the
27 addresses contained on the Class List with the newly found addresses, if any. Within seven (7)
28 calendar days or soon thereafter of receiving the Class List from Defendant, the Settlement

1 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
2 Members via first-class regular U.S. Mail using the most current mailing address information
3 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
4 Settlement Administrator's records evidencing the giving of notice to any Settlement Class
5 Member for at least four (4) years from the Final Approval Date.

6 (2) The Class Notice will set forth:

- 7 (a) the Settlement Class Member's estimated Individual
8 Settlement Payment and Individual PAGA Payment,
9 and the basis for each;
- 10 (b) the information required by California Rules of Court,
11 rule 3.766, subdivision (d);
- 12 (c) the material terms of the Settlement;
- 13 (d) the proposed Settlement Administration Costs;
- 14 (e) the definition of the Settlement Class;
- 15 (f) a statement that the Court has preliminarily approved
16 the Settlement;
- 17 (g) how the Settlement Class Member can obtain
18 additional information, including contact information
19 for Class Counsel;
- 20 (h) information regarding opt-out and objection
21 procedures;
- 22 (i) the date and location of the Final Approval Hearing;
23 and
- 24 (j) that the Settlement Class Member must notify the
25 Settlement Administrator no later than the Response
26 Deadline if the Settlement Class Member disputes the
27 accuracy of the number of Workweeks worked as set
28 forth on his or her Class Notice ("Workweek Dispute").

1 If a Settlement Class Member fails to timely dispute the
2 number of Workweeks attributed to him or her in
3 conformity with the instructions in the Class Notice,
4 then he or she shall be deemed to have waived any
5 objection to its accuracy and any claim to any
6 additional settlement payment based on different data.

7 (3) If a Class Notice from the initial notice mailing is returned as
8 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
9 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
10 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
11 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
12 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
13 Member within three (3) business days. Further, any Class Notices that are returned to the
14 Settlement Administrator with a forwarding address before the Response Deadline shall be
15 promptly re-mailed to the forwarding address affixed thereto.

16 (4) No later than ten (10) calendar days from the Response Deadline, the
17 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
18 completion of the notice process, including the number of attempts to obtain valid mailing
19 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
20 and copies of all Requests for Exclusion and Objections received by the Settlement
21 Administrator.

22 **B. Objections**

23 Only Participating Class Members may object to the Settlement. In order for any
24 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
25 do so by mailing a written objection to the Settlement Administrator at the address or phone
26 number provided on the Class Notice no later than the Response Deadline. The Settlement
27 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
28 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which

1 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should
2 set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of
3 the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether
4 the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
5 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
6 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
7 will remain a member of the Settlement Class and if the Court approves this Agreement, the
8 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
9 the same extent as a Settlement Class Member who does not object. The date of mailing of the
10 Class Notice to the objecting Settlement Class Member shall be conclusively determined
11 according to the records of the Settlement Administrator. Settlement Class Members need not
12 object in writing to be heard at the Final Approval Hearing; they may object or comment in
13 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
14 to any objection lodged with the Court up to five (5) court days before the Final Approval
15 Hearing.

16 **C. Requesting Exclusion**

17 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
18 Settlement by mailing a written request to be excluded from the Settlement ("Request for
19 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
20 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
21 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
22 and (4) the following statement: "Please exclude me from the Settlement Class in the *Martinez*
23 *v. Compass Family Services* matter," or any statement of similar meaning standing for the
24 proposition that the Class Member does not wish to participate in the Settlement. The Settlement
25 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
26 and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the
27 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
28 Class Member who requests exclusion using this procedure will not be entitled to receive any

1 payment from the Settlement and will not be bound by the Settlement Agreement or have any
2 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who
3 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will
4 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
5 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
6 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
7 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
8 Request for Exclusion will control and the Objection will be overruled. Settlement Class
9 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
10 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
11 Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

12 **D. Disputes Regarding Settlement Class Members' Workweek Data**

13 Each Settlement Class Member may dispute the number of Workweeks attributed to him
14 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
15 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
16 Response Deadline. The Settlement Administrator shall immediately provide copies of all
17 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
18 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
19 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
20 dispute.

21 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
22 **PAGA PAYMENTS**

23 Individual Settlement Payments will be calculated and distributed to Participating Class
24 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
25 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
26 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
27 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
28 number of Workweeks worked during the PAGA Period. Specific calculations of the Individual

Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period (“Class Member’s Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks worked ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Individual Settlement Share = (Participating Class Member’s Workweeks worked ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) x \$7,500.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid

1 to Participating Class Members and/or Aggrieved Employees by way of check. When a
2 Participating Class Member is also an Aggrieved Employee, one check may be issued that
3 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

4 **11. DISTRIBUTION OF PAYMENTS**

5 **A. Distribution of Individual Settlement Payments**

6 Participating Class Members will receive an Individual Settlement Payment and
7 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
8 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
9 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
10 calendar days after expiration of the 180-day period, checks for such payments shall be
11 canceled and funds associated with such checks shall be considered unpaid, unclaimed, or
12 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”).
13 The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
14 section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San
15 Francisco, California 94104, the *cy pres* recipient, for use in San Francisco County. The
16 Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code
17 of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel
18 along with a proposed amended judgment that is consistent with the provisions of Code of Civil
19 Procedure section 384.

20 **B. Funding of Settlement**

21 Except as otherwise provided by Paragraph 17 below, Defendant agrees to pay the Gross
22 Settlement Amount and Employer Taxes, and no more than that, within ten (10) calendar days
23 of the Effective Date, to the Settlement Administrator pursuant to applicable state and federal
24 tax codes and regulations, for deposit by the third party administrator into an interest-bearing
25 qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution
26 in accordance with this Agreement and the Court’s Orders, and subject to the conditions
27 described herein.

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1 **C. Time for Distribution**

2 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
3 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
4 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as
5 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award
6 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
7 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
8 LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual
9 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the
10 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable
11 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
12 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
13 Participating Class Members based on the number of Workweeks worked by them in the Class
14 Period.

15 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

16 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
17 fees of one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to
18 Paragraph 17 of this Agreement, amounts to One Hundred Thirty-Four Thousand Seven Hundred
19 Fifty Dollars and Zero Cents (\$216,666.67). Class Counsel shall further apply for, and Defendant
20 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
21 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
22 in an amount up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Awards of attorneys'
23 fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys'
24 fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in
25 Action. The "future" aspect of the amounts stated herein includes, without limitation, all time
26 and expenses expended by Class Counsel (including any appeals therein). There will be no
27 additional charge of any kind to either the Settlement Class Members or request for additional
28 consideration from Defendant for such work unless, Defendant materially breach this Agreement,

1 including any term regarding funding, and further efforts are necessary from Class Counsel to
2 remedy said breach, including, without limitation, moving the Court to enforce the Agreement.
3 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
4 less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the
5 Net Settlement Amount.

6 **13. SERVICE AWARD TO PLAINTIFF**

7 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
8 amount not to exceed Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) to
9 Plaintiff, for participation in and assistance with the Action. Any Service Award and additional
10 consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount
11 and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than
12 the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement
13 Amount.

14 **14. TAXATION AND ALLOCATION**

15 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
16 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
17 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
18 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
19 Individual Settlement Share will be withheld by the Third Party Administrator from the
20 Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of
21 state and federal tax to be withheld or paid will be in accordance with applicable federal and
22 state tax codes and regulations.

23 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
24 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
25 "Code") and consistent with this Agreement.

26 **C.** All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
27 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of
28 payroll taxes as described above.

1 **D.** Neither Counsel for Plaintiff nor Defendant intend anything contained in this
2 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
3 be relied upon as such within the meaning of United States Treasury Department Circular 230
4 (31 C.F.R. Part 10, as amended) or otherwise.

5 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

6 The Parties agree to allocate Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the
7 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
8 (75%) of the amount allocated toward PAGA (\$22,500.00) will be paid to the LWDA and twenty-
9 five percent (25%) or \$7,500.00 will be distributed to Aggrieved Employees on a *pro rata* basis
10 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
11 Period.

12 **16. COURT APPROVAL**

13 This Agreement is contingent upon an order by the Court granting Final Approval of the
14 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
15 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
16 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
17 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
18 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
19 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
20 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
21 the Settlement Agreement being voided or not approved, and which control in such an event.

22 **17. INCREASE IN WORKWEEKS**

23 As of June 29, 2023, based on information available at that time, and extrapolation for
24 the time period up through the end of the proposed class period, Defendant estimated that there
25 were no more than 20,000 Workweeks worked by Class Members during the Class Period. In the
26 event the number of Workweeks worked by Class Members during the Class Period increases by
27 more than 10% or 2,000 Workweeks, then the Gross Settlement Amount shall be either: (1)
28 increased proportionally by the Workweeks worked by Class Members during the Class Period

1 in excess of 22,000 Workweeks multiplied by the Workweek Value; or (2) at Defendant's
2 election, the Class Period shall end on the date the number of Workweeks reached 22,000. The
3 Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement
4 Amount (\$650,000.00) by 20,000 Workweeks. The Parties agree that the Workweek Value
5 amounts to and the settlement amounts to \$32.50 per Workweek (\$650,000.00/ 20,000
6 Workweeks). Thus, for example, should there be 24,000 Workweeks worked by Class Members
7 during the Class Period, and Defendant elects to increase the Gross Settlement Amount, then the
8 Gross Settlement Amount shall be increased by \$65,000.00 ((24,000 Workweeks – 22,000
9 Workweeks) x \$32.50 per Workweek).

10 Defendant must notify Class Counsel of its election between option 1 and option 2 above,
11 no later than ten (10) calendar days following the day it received sufficient information to
12 determine the number of Workweeks during the Class Period has exceeded 22,000.

13 **18. DEFENDANT'S RIGHT TO WITHDRAW**

14 If the number of valid Requests for Exclusion exceeds 10% of the total of all Class
15 Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The
16 Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force
17 or effect whatsoever, and that neither Party will have any further obligation to perform under
18 this Agreement; provided, however, Defendant will remain responsible for paying all
19 Settlement Administration expenses incurred to that point. Defendant must notify Class
20 Counsel and the Court of its election to withdraw not later than twenty (20) days after the
21 Administrator has informed Defense Counsel the number of Requests for Exclusion has
22 exceeded 10%; late elections will have no effect.

23 **19. NOTICE OF JUDGMENT**

24 In addition to any duties set out herein, the Settlement Administrator shall provide
25 notice of the Final Judgment entered in the Action by posting the same on its website for a
26 period of no less than four (4) years.

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1 **20. USE AND RETURN OF CLASS DATA.**

2 Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all
3 copies and summaries of the Class Data provided to Class Counsel by defendant in
4 connection with the mediation, other settlement negotiations, or in connection with the
5 Settlement, may be used only with respect to this Settlement, and no other purpose, and may
6 not be used in any way that violates any existing contractual agreement, statute, or rule of
7 court.

8 **21. NO SOLICITATION.**

9 The Parties separately agree that they and their respective counsel and employees will
10 not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
11 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
12 communicate with Class Members in accordance with Class Counsel's ethical obligations
13 owed to Class Members

14 **22. MISCELLANEOUS PROVISIONS**

15 **A. Interpretation of the Agreement**

16 This Agreement constitutes the entire agreement between the Parties with respect to its
17 subject matter. Except as expressly provided herein, this Agreement has not been executed in
18 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
19 written representations or terms shall modify, vary, or contradict its terms. In entering into this
20 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
21 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted
22 and enforced under the laws of the State of California, both in its procedural and substantive
23 aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to
24 the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the
25 Superior Court of the State of California for the County of San Francisco, and Plaintiff and
26 Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely
27 in connection therewith. The foregoing is only limited to disputes concerning this Agreement.
28 The Parties, and each of them, participated in the negotiation and drafting of this Agreement

1 and had available to them the advice and assistance of independent counsel. As such, neither
2 Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed
3 against the other. The Agreement may be modified only by a writing signed by counsel for the
4 Parties and approved by the Court.

5 **B. Further Cooperation**

6 The Parties and their respective attorneys shall proceed diligently to prepare and
7 execute all documents, to seek the necessary approvals from the Court, and to do all things
8 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
9 agree that they will not take any action inconsistent with this Agreement, including, without
10 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court
11 finds that any Party has taken actions inconsistent with the Settlement, including, without
12 limitation, encouraging Class Members to opt out of the Settlement, the Court may take any
13 corrective actions, including enjoining any Party from communicating regarding the
14 Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue,
15 evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement
16 despite the presence of opt-outs and/or objections

17 **C. Attorney Authorization**

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

23 **D. Modification of Agreement**

24 This Agreement, and all parts of it, may be amended, modified, changed, or waived only
25 by an express written instrument signed by all Parties or their representatives, and approved by
26 the Court.

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1 **E. Counterparts**

2 The Agreement may be executed in one or more actual or non-original counterparts, all
3 of which will be considered one and the same instrument and all of which will be considered
4 duplicate originals.

5 **F. Authority**

6 Each individual signing below warrants that he or she has the authority to execute this
7 Agreement on behalf of the Party for whom or which that individual signs.

8 **G. No Third-Party Beneficiaries**

9 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California, Class
10 Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-party
11 beneficiaries.

12 **H. Deadlines Falling on Weekends or Holidays**

13 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
14 or legal holiday, that deadline shall be continued until the following business day.

15 **I. Jurisdiction of the Court**

16 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
17 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
18 this Settlement Agreement and all orders and judgments entered in connection therewith, and
19 the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
20 interpreting, implementing, and enforcing the settlement embodied in this Settlement
21 Agreement and all orders and judgments entered in connection therewith.

22 **J. Severability**

23 In the event that one or more of the provisions contained in this Agreement shall for any
24 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
25 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
26 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to
27 proceed as if such invalid, illegal, or unenforceable provision had never been included in this
28 Agreement.

IT IS SO AGREED:

Dated: Nov 20, 2023, 2023

Carmen Jimenez
Carmen Jimenez (Nov 20, 2023 16:33 PST)

CARMEN JIMENEZ MARTINEZ
Plaintiff and Class Representative

Dated: _____, 2023

COMPASS FAMILY SERVICES
Defendant
By: _____
Its: _____

AGREED AS TO FORM:

Dated: November 20, 2023

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff CARMEN JIMENEZ
MARTINEZ

Dated: _____, 2023

Daniel R. Friedenthal
Larry A. Helfman
Counsel for Defendant COMPASS FAMILY
SERVICES

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IT IS SO AGREED:

Dated: _____, 2023

CARMEN JIMENEZ MARTINEZ
Plaintiff and Class Representative

Dated: 11/15, 2023

Carmen Jimenez
COMPASS FAMILY SERVICES
Defendant
By: Compass Family Services
Its: CEO & President

AGREED AS TO FORM:

Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff CARMEN JIMENEZ
MARTINEZ

Dated: November 16, 2023

Larry Helfman
Daniel R. Friedenthal
Larry A. Helfman
Counsel for Defendant COMPASS FAMILY
SERVICES