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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

OSCAR FELIX, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PENTAIR WATER POOL AND SPA,
INC., a California corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 56-2022-00565583-CU-OE-VTA

CLASS AND PAGA REPRESENTATIVE
ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Action Filed: May 10, 2022
Action Removed: July 14, 2022
FAC Filed: November 14, 2022
Action Remanded: July 10, 2023
Trial date: Not yet set

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE**
2 **ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

3
4 This Joint Stipulation of Class Action and PAGA Representative Action Settlement
5 Agreement and Release of Claims (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”)
6 is made and entered into by and between Plaintiff Oscar Felix (“Plaintiff” or “Class Representative”),
7 as an individual and on behalf of all others similarly situated, and Defendant Pentair Water Pool and
8 Spa, Inc. (“Defendant”), subject to the terms and conditions herein and the Court’s approval. Plaintiff
9 and Defendant are collectively referred to herein as the “Parties.”

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **DEFINITIONS**

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

- 14 1. “Action” means the action entitled *Oscar Felix vs. Pentair Water Pool And Spa, Inc.*,
15 Case No.: 56-2022-00565583-CU-OE-VTA, Ventura Superior Court.
- 16 2. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” mean this Joint
17 Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of
18 Claims.
- 19 3. “Attorneys’ Fees and Costs” means attorneys’ fees not to exceed one-third of the Gross
20 Settlement Amount (\$308,333.33) for Plaintiff’s Counsel’s litigation and resolution of the Action, plus
21 all reasonable costs and expenses incurred and to be incurred by Plaintiff’s Counsel in the Action not
22 to exceed \$25,000.00 for costs including but not limited to those associated with documenting the
23 Settlement, providing any notices required as part of the Settlement or Court order, securing the
24 Court’s approval of the Settlement, administering the Settlement, and expenses for any experts.
- 25 4. “Class Counsel” or “Plaintiff’s Counsel” means Moon Law Group, PC.
- 26 5. “Class List” means a complete list of all Class Members that Defendant will diligently
27 and in good faith compile from their records and provide to the Settlement Administrator within
28 twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be

1 formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full
2 name; most recent mailing address and telephone number; Social Security number; and the
3 Workweeks worked by each Class Member during the Class Period, the number of PAGA Pay
4 Periods for each Class Member, and any other information the Parties agree is needed to calculate
5 settlement payments.

6 6. "Class Member(s)" or "Class" means: all individuals who performed work in any non-
7 exempt position for Defendant in California at any time during the Class Period.

8 7. "Class Period" means the period of time beginning on October 2, 2019 through August
9 19, 2023, or the Preliminary Approval Date, whichever occurs first.

10 8. "Class Representative Enhancement Payment" means an amount not to exceed
11 \$7,500.00 approved by the Court to be paid to Plaintiff in recognition of his effort and work in
12 prosecuting the Action on behalf of Class Members, and for his general release of claims, in addition
13 to his Individual Settlement Payment as a Participating Class Member and Individual PAGA Payment
14 as a PAGA Class Member.

15 9. "Court" means the California Superior Court for the County of Ventura or any Court
16 of competent jurisdiction.

17 10. "Defendant" means Pentair Water Pool and Spa, Inc.

18 11. "Effective Date" means the first business day after all of the following events have
19 occurred: (a) the Settlement Agreement has been executed by all Parties and their respective counsel;
20 (b) the Court has given preliminary approval of the settlement; (c) the Notice has been given to the
21 Class Members; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order
22 and Judgment certifying the Settlement Class and approving the Settlement, and (e) the later of the
23 following events: (i) 65 calendar days following notice of entry of the Court's Final Approval Order,
24 assuming no appeal or request for review is filed, or (ii) if any appeal, writ or other appellate
25 proceeding opposing this settlement has been filed within 65 calendar days following notice of entry
26 of the Court's Final Approval Order, then 30 calendar days after when any appeal, writ, or other
27 appellate proceeding opposing the settlement has been resolved finally and conclusively with no right
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1 to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement
2 shall not become effective until the Court's order approving the Settlement is completely final, and
3 there is no further recourse by an appellant or objector who seeks to contest the Settlement.

4 12. "Final Approval" refers to the Court entering an order granting final approval of the
5 Settlement Agreement that disposes of all issues raised in this Action and entering a Judgement
6 approving this Settlement on substantially the same terms provided herein or as may be modified by
7 subsequent mutual agreement of the Parties or order of the Court.

8 13. "Final Approval Order" means the order granting Final Approval of Class Action and
9 PAGA Representative Action Settlement and Judgement entered by the Court.

10 14. "Gross Settlement Amount" means the maximum settlement amount of Nine Hundred
11 Twenty Five Thousand Dollars and Zero Cents (\$925,000.00) to be paid by Defendant in full
12 settlement of the Action and the Releases described in Paragraphs 83 through 84 and each of their
13 subparts herein. The Gross Settlement Amount includes all Individual Settlement Payments to
14 Participating Class Members and PAGA Class Members, the Class Representative Enhancement
15 Payments to Plaintiff, Settlement Administration Costs to the Settlement Administrator, the Labor and
16 Workforce Development Agency Payment, and the Attorneys' Fees and Costs.

17 15. "Individual Settlement Payment" means each Class Member's share of the Net
18 Settlement Amount, to be distributed to the Participating Class Members, and each PAGA Class
19 Member's share of the Net Settlement Amount, to be distributed to all PAGA Class Members.

20 16. "Labor and Workforce Development Agency Payment" or "LWDA Payment" means
21 75% of the PAGA Allocation, or \$37,500.00, that the Parties have agreed to pay to the Labor and
22 Workforce Development Agency ("LWDA") in resolution of the Labor Code Private Attorneys
23 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") claims asserted in the Action.

24 17. "Net Settlement Amount" means the portion of the Gross Settlement Amount
25 remaining after deduction of the approved Class Representative Enhancement Payment, Settlement
26 Administration Costs, LWDA Payment, and the Attorneys' Fees and Costs. The Net Settlement
27 Amount will be distributed to Participating Class Members and all PAGA Class Members.
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18. “Notice of Class Action Settlement” or “Notice Packet” means the document, substantially in the form attached as Exhibit A, that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding this Settlement and setting of a Final Approval hearing. The Notice Packet will issue in English and Spanish.

19. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement pursuant to Paragraph 72 herein.

20. “Operative Complaint” means the First Amended Complaint filed on November 14, 2022 in this Action.

21. “PAGA Allocation” means Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount that the Parties have agreed to allocate to the resolution of claims in the Action arising under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

22. “PAGA Class Members” means all Class Members who performed work in any non-exempt position for Defendant in California at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement only, all PAGA Class Members are “aggrieved employees” as defined pursuant to PAGA.

23. “PAGA Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant in a non-exempt position in California during the PAGA Period. PAGA Pay Periods will be calculated based on Defendant’s business records.

24. “PAGA Period” means the period of time beginning on May 8, 2021, through August 19, 2023, or the Preliminary Approval date, whichever occurs first.

25. “PAGA Representative” means Plaintiff Oscar Felix.

26. “Parties” means Plaintiff and Defendant collectively.

27. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion from Settlement of the Class Claims.

28. “Plaintiff” means Plaintiff Oscar Felix.

1 29. “Preliminary Approval” means the Court order granting preliminary approval of the
2 Settlement Agreement and providing for the issuance of the Notice to the Class Members, an
3 opportunity to submit timely Requests for Exclusion from the Class Claims, an opportunity to submit
4 timely objections to the terms of this Settlement related to the Class Claims, and setting a hearing on
5 the fairness of the terms of the Settlement, including approval of attorneys’ fees and costs.

6 30. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
7 for the benefit of the Class Members and from which the settlement payments shall be made, and
8 which is intended to be a fund that qualifies under Internal Revenue Code Section 468.

9 31. “Release” or “Released Claims” means the release and discharge of the Class Claims
10 by Plaintiff and all of the Participating Class Members and the release and discharge of the PAGA
11 Claims by Plaintiff and all of the PAGA Class Members.

12 32. “Released Class Claims” or “Class Claims” means any and all claims, causes of
13 action, demands, damages, or liabilities arising at any time during the Class Period that were pled or
14 which could have been pled based on the factual allegations contained in Plaintiff’s First Amended
15 Complaint, or any subsequent amended complaint including but not limited to claims for: (a) failure
16 to pay minimum wages in violation of Labor Code §§ 204, 1194, 1194.2 and 1197; (b) failure to pay
17 overtime compensation in violation of Labor Code §§ 1194 and 1198; (c) failure to provide meal
18 periods in violation of Labor Code §§ 226.7 and 512; (d) failure to authorize and permit rest breaks
19 in violation of Labor Code §§ 226.7; (e) failure to indemnify necessary business expenses in violation
20 of Labor Code §§ 2802; (f) failure to timely pay final wages at termination in violation of Labor
21 Code §§ 201-203; (g) failure to provide accurate itemized wage statements in violation of Labor
22 Code § 226; (h) unfair business practices in violation of Cal. Business & Professions Code §§ 17200.
23 The Released Class Claims extend to all theories of relief, whether under California law, federal law,
24 state law or common law (including, without limitation, as alleged violations of the California Labor
25 Code, the IWC Wage Orders, applicable regulations, or California’s Business and Professions Code
26 §§ 17200). The Released Class Claims include all types of relief available for the Released Class
27 Claims, including without limitation any claims for damages, restitution, losses, penalties, fines,
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1 liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
2 damages.

3 33. "Released PAGA Claims" or "PAGA Claims" means any and all claims, causes of
4 action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled
5 or which could have been pled based on the factual allegations contained in Plaintiff's First Amended
6 Complaint, including claims premised on the alleged Labor Code violations identified in Paragraph
7 32 herein. The Released PAGA Claims include all types of relief available for the Released PAGA
8 Claims, including without limitation any claims for damages, penalties, fines, attorneys' fees, costs,
9 expenses or interest.

10 34. "Released Parties" means Defendant, together with each of its past, present, and future
11 parent companies, subsidiaries, affiliated and related companies, successors, and predecessors, as well
12 as their respective past, present, and future owners, officers, directors, shareholders, employees,
13 managers, agents, principals, representatives, administrators, accountants, auditors, consultants,
14 fiduciaries, insurers and reinsurers, company-sponsored employee benefit plans, and attorneys, both
15 individually and in their official capacities, as well as all persons acting by, through, under, or in
16 concert with any of these persons or entities. As set forth in Paragraphs 83 through 84 and each of their
17 subparts herein, the Release in this Agreement also extends to any and all third-party staffing agencies
18 for: (a) Released Class Claims arising from or reasonably related to Participating Class Members'
19 assignments by such third-party staffing agencies with Defendant during the Class Period, and (b)
20 Released PAGA Claims arising from or reasonably related to the PAGA Class Members' assignments
21 by such third-party staffing agencies with Defendant during the PAGA Period.

22 35. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 68 herein.

23 36. "Response Deadline" means the date sixty (60) calendar days from the initial mailing
24 of the Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal
25 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
26 Postal Service is open.

27 37. "Settlement Administrator" means the third-party class action settlement administrator
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1 agreed to by the Parties and approved by the Court for the purposes of administering this settlement.
2 The Parties each represent that they do not have any financial interest in the Settlement Administrator
3 that could create a conflict of interest.

4 38. "Settlement Administration Costs" means the actual and direct fees and expenses
5 reasonably incurred by the Settlement Administrator for administering this Settlement, including, but
6 not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated
7 amounts per Class Member, tax reporting and remittance, due diligence, distributing the Gross
8 Settlement Amount, and providing necessary reports and declarations, and other duties and
9 responsibilities set forth herein to process this Settlement, and as requested by the Parties. The
10 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if
11 necessary, any such costs in excess of the amount represented by the Settlement Administrator as
12 being the maximum costs necessary to administer the settlement. The Settlement Administration
13 Costs are currently estimated to be no more than Fourteen Thousand Dollars and Zero Cents
14 (\$14,000.00).

15 40. "Settlement Payments" means all Individual Settlement Payments to Participating
16 Class Members and PAGA Class Members pursuant to this Settlement Agreement.

17 41. "Workweeks" means the number of weeks each Class Member worked for Defendant
18 in a non-exempt position in California during the Class Period. Workweeks will be calculated based
19 on Defendant's business records.

20 **STIPULATED BACKGROUND**

21 42. On or about May 10, 2022, Plaintiff filed the Action against Defendant, including
22 causes of action for: (a) Failure to Pay Minimum and Straight Time Wages [Cal. Lab. Code §§ 204,
23 1194, 1194.2, and 1197]; (b) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and
24 1198]; (c) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (d) Failure to Authorize
25 and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (e) Failure to Timely Pay Final Wages at
26 Termination [Cal. Lab. Code §§ 201-203]; (f) Failure to Provide Accurate Itemized Wage Statements
27 [Cal. Lab. Code § 226]; and (g) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
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1 In the Action, Plaintiff seeks to represent all persons who worked for any Defendant in California as
2 an hourly, non-exempt employee at any time during the period beginning four years before the filing
3 of the initial complaint in this action and ending when notice to the Class is sent.

4 43. On or about November 21, 2022, Plaintiff filed in the Action a First Amended
5 Complaint to add a cause of action for PAGA penalties based on the foregoing Labor Code violations.

6 44. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
7 the claims alleged in the Action, and Defendant further denies that, for any purpose other than this
8 Settlement, the Action is appropriate for class or representative treatment. With respect to Plaintiff's
9 claims, Defendant contends, among other things, that Plaintiff and the Class Members have been paid
10 proper wages, have been provided compliant meal periods, have been provided compliant rest periods,
11 have been paid timely wages upon separation of employment, and have been provided with accurate
12 itemized wage statements. Defendant contends, among other things, that it has complied at all times
13 with the California Labor Code and the applicable Wage Orders of the Industrial Welfare
14 Commission. Furthermore, with respect to all claims, Defendant contends that it has complied at all
15 times with the California Business and Professions Code.

16 45. Class Counsel has conducted a thorough investigation into the facts of this Action,
17 including an extensive review of relevant documents, and has diligently pursued an investigation of
18 the claims of the Class against Defendant. Based on its own independent investigation and evaluation,
19 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
20 terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best
21 interest of the Class in light of all known facts and circumstances, including the risk of significant
22 delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and
23 numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the
24 Settlement is fair and in the best interest of the Class.

25 46. On June 20, 2022, the Parties participated in mediation before Mark Rudy, Esq., a
26 highly experienced class action mediator. After a full-day mediation and subsequent negotiations, the
27 Parties reached a settlement and entered into a Memorandum of Understanding. The Parties agree
28 that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length

1 negotiations between the Parties supervised by a highly experienced class action mediator. This
2 Agreement represents a compromise and settlement of highly disputed claims, and is intended to
3 settle, compromise and discharge the Released Claims against the Released Parties fully, finally, and
4 forever.

5 47. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
6 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement, shall
7 be construed as an admission by Defendant or any of the Released Parties of any wrongdoing or
8 violation of any statute or law or liability on the claims or allegations in the Action.

9 48. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
10 discharge all claims, causes of action, demands, damages, or liabilities arising at any time during the
11 Class Period that were pled or which could have been pled based on the factual allegations contained
12 in Plaintiff's First Amended Complaint, or any subsequent amended complaint filed in the Action.

13 49. Solely for purposes of settling the Action as set forth in this Settlement Agreement,
14 Defendant will stipulate that the Class Members who do not Request Exclusion from settlement of
15 the Class Claims may be conditionally certified as a settlement class and that the PAGA Class
16 Members are appropriate for representative treatment for purposes of settlement. This stipulation to
17 certification and representative treatment is in no way an admission that class action certification
18 and/or representative treatment is proper and shall not be admissible in this or in any other action
19 except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail
20 to issue Final Approval or the Effective Date does not occur, the Parties' stipulation to class
21 certification and representative treatment as part of the Settlement shall become null and void *ab initio*
22 and shall have no bearing on and shall not be admissible in connection with the issue of whether or
23 not class certification and/or representative treatment would be appropriate in a non-settlement
24 context. Defendant expressly reserve its right and declares that it will continue to oppose class
25 certification, representative treatment, and the substantive merits of the case should the Court fail to
26 issue Final Approval or the Effective Date does not occur for any reason.

27 50. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
28 preliminary and final approval of this Settlement. The Parties further agree to stay all proceedings in
the Action, except such proceedings necessary to implement and complete the Settlement, pending

1 the final approval hearing to be conducted by the Court.

2 **TERMS OF AGREEMENT**

3 The Plaintiff, on behalf of himself, the Class, the PAGA Class Members, and the State of
4 California, and Defendant, agree, subject to the Court's approval, as follows:

5 51. Gross Settlement Amount. In consideration for settlement of the Action and the
6 Releases described in Paragraphs 83 through 84 and each of their subparts herein, Defendant shall be
7 obligated to pay the Gross Settlement Amount of \$925,000.00, subject to the Escalator Clause in
8 Paragraph 52 herein. The Gross Settlement Amount is the maximum amount that will be paid by
9 Defendant, and includes Plaintiff's Attorneys' Fees and Costs as set forth in Paragraph 55 and each of
10 its subparts herein, Plaintiff's Class Representative Enhancement Payment as set forth in Paragraph
11 56 herein, the Settlement Administration Costs as set forth in Paragraph 57 herein, the LWDA
12 payment as set forth in Paragraph 58 herein, and the Settlement Payments to Participating Class
13 Members and PAGA Class Members as set forth in Paragraph 60 herein. In no event shall Defendant
14 be required to pay any amounts above this Gross Settlement Amount under this Settlement, with the
15 limited exception that, as to the portion of the Individual Settlement Payments that are allocated as in
16 settlement of wage claims, Defendant shall be separately responsible for paying only its share of any
17 applicable **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI
18 contributions, which shall not be paid from the Gross Settlement Amount.

19 52. Escalator Clause: Defendant estimates that there are approximately 120,000
20 Workweeks during the Class Period through June 20, 2023. If it is later determined that the total
21 number of Workweeks during the Class Period is more than ten percent (10%) greater than 120,000
22 at the time the Class List is delivered to the Settlement Administrator to prepare the Notice, Defendant
23 shall increase the total Gross Settlement Amount by one percent (1%) for every one percent (1%)
24 increase in Workweeks over the ten percent (10%) threshold (the "Escalator Clause").

25 53. Funding of the Gross Settlement Amount. Within fifteen (15) business days of the
26 Effective Date, Defendant will make a one-time deposit into the QSF created by the Settlement
27 Administrator the Gross Settlement Amount and Defendant's share of payroll taxes as calculated and
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1 directed by the Settlement Administrator. Upon Defendant's transfer of the Gross Settlement Amount
2 and its share of employer payroll taxes to the QSF, Defendant, the Released Parties and Defendant's
3 Counsel shall have no further monetary liability or financial responsibility to Class Counsel, Plaintiff,
4 Participating Class Members, PAGA Class Members, the Settlement Administrator or any vendors or
5 third parties employed by Plaintiff, Class Counsel and/or the Settlement Administrator in connection
6 with the Action. Defendant shall not be obligated to make any payments contemplated by this
7 Agreement unless and until the Court enters the Final Approval Order and after the Effective Date of
8 the Agreement.

9 54. Distribution of the Gross Settlement Amount. Within seven (7) calendar days of the
10 funding of the Settlement, the Settlement Administrator will issue payments to: (a) Participating Class
11 Members and PAGA Class Members; (b) the LWDA; (c) Plaintiff, and (d) Plaintiff's Counsel. The
12 Settlement Administrator will also issue a payment to itself for Court-approved Settlement
13 Administration Costs.

14 55. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
15 or motion by Plaintiff's Counsel for attorneys' fees of not more than one-third of the Gross Settlement
16 Amount, or \$308,333.33 and reimbursement of reasonable costs and expenses incurred and to be
17 incurred by Plaintiff's Counsel in the Action, not to exceed \$25,000.00. Any Attorneys' Fees and
18 Costs awarded by the Court shall be paid from the Gross Settlement Amount, and except for this
19 award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to
20 Plaintiff, any Participating Class Member, any PAGA Class Member, or Class Counsel.

21 55(a) The ultimate amount of any award for Attorneys' Fees and Costs is to be determined
22 by the Court, and Defendant is not agreeing to pay any specific amount(s) other than
23 the amount(s) awarded by the Court. The Settlement Administrator (and not the
24 Defendant) shall issue an IRS Form 1099 to Class Counsel reflecting the awarded
25 Attorneys' Fees and Costs.

26 55(b) Should Class Counsel request a lesser amount and/or the Court approve a lesser
27 amount(s) of Attorneys' Fees and Costs, the difference between the lesser amount(s)
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and the maximum amount of \$308,333.33 for attorneys' fees and \$25,000.00 for litigation costs shall be added to the Net Settlement Amount.

55(c) The Parties agree that, over and above the total amount of Attorneys' Fees and Costs awarded to Class Counsel by the Court, Plaintiff and Defendant shall each bear his/its own fees and costs incurred by him/it or arising out of this Action; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging any Preliminary Approval Order, Final Approval, and/or Judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Agreement or any of the Released Parties.

55(d) Any order, finding, ruling, holding or proceeding relating to any such applications for Attorneys' Fees and Costs, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Settlement. The award of Attorneys' Fees and Costs in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement. While Class Counsel retains the right to appeal any such reductions, such appeal will delay Defendant's obligation to make all payments set forth in this Agreement. If, after the exhaustion of any such appellate review, additional amounts not awarded to as attorneys' fees and litigation costs and expenses shall be added to the Net Settlement Amount to be distributed to Participating Class Members.

55(d) All claims for attorneys' fees and costs that Class Counsel, Plaintiff, the Class Members and the PAGA Class Members may possess against Defendant have been compromised and resolved in this Settlement and shall not be affected by any appeal that Class Counsel may file.

55(e) Class Counsel shall be solely responsible for the division and distribution of any and all Court-approved Attorneys' Fees and Costs between or among Class Counsel and any other attorney representing or claiming to represent Plaintiff, any other Class

Member and/or any other PAGA Class Member. Class Counsel agrees to release Defendant and the Released Parties from any responsibility for or liability arising out of or related to the division and distribution of any Court-approved Attorneys' Fees and Costs.

56. Class Representative Enhancement Payment. In exchange for the general Release described in Paragraph 85 and each of its subparts herein, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to Plaintiff for his service on behalf of the Class. The amount of any Class Representative Enhancement Payment will be set by the Court in its discretion, will be paid from the Gross Settlement Amount, and will be in addition to Plaintiff's share of the Net Settlement Amount to which he is entitled along with other Class Members and PAGA Class Members. Plaintiff shall not submit any Request for Exclusion from the settlement of Class Claims. The Settlement Administrator shall issue to Plaintiff any Class Representative Enhancement Payment awarded by the Court at the same time it issues the Settlement Payments to the Participating Class Members and PAGA Class Members. The Settlement Administrator (and not Defendant) will issue an IRS Form 1099 to Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff will be solely and legally responsible for correctly characterizing this Class Representative Enhancement Payment on personal income tax returns for tax purposes and for paying any and all applicable taxes on any Class Representative Enhancement Payment awarded by the Court. Plaintiff will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. In exchange for this Class Representative Enhancement Payment, Plaintiff hereby agrees to the Release set forth in Paragraph 85 and each of its subparts herein, agrees not to publicize the settlement beyond what is required or expressly approved by the Court, agrees to respond to any inquiry regarding the settlement only by referring the inquiry to Class Counsel and saying nothing further, unless otherwise required by law. Should the Court approve a Class Representative Enhancement Payment in an amount less than

1 \$7,500.00, Plaintiff shall not have the right to revoke this Agreement and the difference between the
2 lesser amount approved by the Court and \$7,500.00 shall be added to the Net Settlement Amount.

3 57. Settlement Administration Costs. The Settlement Administration Costs will be paid
4 from the Gross Settlement Amount. The Settlement Administration Costs are estimated not to exceed
5 Fourteen Thousand Dollars and Zero Cents (\$14,000.00). To the extent that Settlement Administration
6 Cost are ultimately less than \$14,000.00, the remainder shall be become part of the Net Settlement
7 Amount. To the extent that Settlement Administrations Costs are greater than \$14,000.00, such excess
8 amount will be deducted from the Gross Settlement Amount.

9 58. PAGA Allocation. Subject to Court approval, the Parties agree that Fifty Thousand
10 Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount will be allocated to the
11 resolution of claims in the Action arising under PAGA. Pursuant to PAGA, Seventy Five Percent
12 (75%), or (\$37,500.00), of the PAGA Allocation will be paid to the LWDA, and Twenty Five Percent
13 (25%), or (\$12,500.00) of the PAGA Allocation will be included in the Net Settlement Amount for
14 distribution to the PAGA Class Members. In the event the Court declines, on its first hearing, to
15 approve this Agreement because the PAGA Allocation is not adequate, then the Parties shall cooperate
16 in good faith to reallocate the total settlement proceeds, within the Gross Settlement Amount, to try to
17 achieve Final Approval of the Agreement upon any subsequent Court hearings.

18 59. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Settlement
19 Payments to Participating Class Members and PAGA Class Members in accordance with the terms
20 of this Settlement. In the event that the Court reduces the Attorneys' Fees and Costs sought by Class
21 Counsel, the Class Representative Enhancement Payment sought by Plaintiff, or Settlement
22 Administration Costs, or either increases or decreases the PAGA Allocation, the Net Settlement
23 Amount shall be increased or decreased accordingly.

24 60. Individual Settlement Payment Calculations. Individual Settlement Payments will be
25 paid out of the Net Settlement Amount, with: (a) each Class Member eligible to receive an equal share
26 of the Net Settlement Amount, and (b) each PAGA Class Member eligible to receive an equal share
27 of the \$12,500.00 PAGA Allocation in the Net Settlement Amount. The Settlement Payments will be
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1 reduced by any required legal deductions for each Participating Class Member. If the Court rejects
2 this Class Member distribution formula, the Parties agree to modify the Settlement such that each
3 Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount in proportion
4 to the number of Workweeks he or she worked in a non-exempt position for Defendant in California
5 at any time during the Class Period. If there are any timely submitted Requests for Exclusion, the
6 Settlement Administrator shall proportionately increase each Participating Class Member's share of
7 the Net Settlement Amount so that the amount distributed to Participating Class Members and PAGA
8 Class Members equals 100% of the Net Settlement Amount.

9 61. Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
10 Payments to Class Members and PAGA Class Members shall be deemed to be paid to such Class
11 Members and PAGA Class Members solely in the year in which such payments actually are received
12 by the Class Members and PAGA Class Members. It is expressly understood and agreed that the
13 receipt of such Settlement Payments will not entitle any Class Member or PAGA Class Member to
14 additional compensation or benefits under any company bonus, contest or other compensation or
15 benefit plan or agreement in place during the Class Period, nor will it entitle any Class Member or
16 PAGA Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred
17 compensation benefits. Defendant will not modify the Class Members' or PAGA Class Members'
18 previously credited hours of service or other eligibility criteria under any employee pension benefit
19 plan or employee welfare plan sponsored by Defendant and/or any of the Released Parties, unless
20 otherwise required by law. Rather, it is the Parties' intention that this Agreement will not affect any
21 rights, contributions, or amounts to which any Class Members or PAGA Class Members may be
22 entitled under any benefit plans, and that the Class Members and PAGA Class Members are not
23 entitled to any new or additional compensation or benefits as a result of having received the Settlement
24 Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan
25 document that might have been in effect during the period covered by this Settlement).

26 62. Settlement Administration Process. The Parties agree to cooperate in the
27 administration of the settlement and to make all reasonable efforts to control and minimize the costs
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1 and expenses incurred in administration of the Settlement. The Settlement Administrator will provide
2 the following services:

3 62(a) Establish and maintain a QSF.

4 62(b) Calculate the Individual Settlement Payment each Class Member is eligible to receive.

5 62(c) Print and mail the Notice Packet to all Class Members.

6 62(d) Translate the Notice Packet from English to Spanish.

7 62(e) Establish and maintain a toll free information telephone support line to assist Class
8 Members who have questions regarding the Notice Packet.

9 62(f) Conduct additional address searches for mailed Notice Packets that are returned as
10 undeliverable.

11 62(g) Process and administer any Requests for Exclusion and/or Notices of Objection. The
12 Settlement Administrator shall provide any Requests for Exclusion and Notices of
13 Objection to Class Counsel and Defendant's Counsel within three (3) days of receipt.
14 Within ten (10) days of the Response Deadline, the Settlement Administrator shall
15 provide to Class Counsel and Defendant's Counsel a final report identifying all
16 Requests for Exclusion and Notices of Objection. Settlement Administrator shall attach
17 the same to its declaration of due diligence it files with the Court prior to the final
18 approval hearing.

19 62(h) Calculate Participating Class Members' Individual Settlement Payments and field
20 inquiries from Class Members. This service will include settlement proceed
21 calculation, printing and issuance of Settlement Payment checks, preparation and
22 issuance of IRS W2 Forms, IRS 1099 Forms and/or other tax forms as may be required
23 by law for all amounts paid pursuant to this Agreement, setting up all necessary tax
24 accounts, preparing and sending all tax notices, remitting to applicable government
25 agencies sufficient amounts, if any, as may be owed by Class Members for applicable
26 employee taxes and remitting employee and employer payroll taxes to the appropriate
27 taxing authorities. Basic accounting for and payment of employee tax withholdings
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will also be included as part of this service.

62(i) Inform Defendant of its employer-side tax liability, if any. The Settlement Administrator shall provide to Defendant an estimate of the employer's share of payroll taxes within ten (10) calendar days of sending out Notice to the Class. Upon calculation of each Participating Class Member's share of the Net Settlement Amount, and at least three (3) calendar days after the Court enters its Final Approval Order, the Settlement Administrator shall advise Defendant of the amount of the employer's share of payroll taxes. The Settlement Administrator shall remit the employer payroll taxes due to the appropriate taxing authorities.

62(j) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court, including but not limited to a declaration of due diligence, proof of the Notice Packet mailings, the number of Requests for Exclusion and objections, and attesting to completion of all payment obligations.

62(k) Provide weekly status reports to counsel for the Parties.

62(l) Report any remittance obligations with respect to unclaimed funds as a result of any Class Member not cashing a Settlement Payment check by the check cashing deadline, as set forth in Paragraph 76(b) herein.

Any and all disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction pursuant to California Code of Civil Procedure § 664.6 over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

63. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Class List provided to the Settlement Administrator will not be provided to Class Counsel and it will remain confidential, it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

64. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

65. Confirmation of Contact Information in the Class List. Prior to mailing the Notice Packets to Class Members, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an objection to the Settlement. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member received the Notice. Upon completion of these steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a Participating Class Member and shall be bound by all the terms of the Settlement and the

1 Court's Final Approval Order.

2 66. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
3 Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the
4 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks and PAGA
5 Pay Periods each respective Class Member and PAGA Class Member worked for Defendant during
6 the Class Period and PAGA Period; (e) each Class Member's estimated Individual Settlement
7 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise
8 the Class Period and PAGA Period; (g) the deadlines by which the Class Member must postmark or
9 fax Requests for Exclusion or postmark Notices of Objection to the Settlement; (h) the Released
10 Claims, as set forth herein; and (j) the date for the final approval hearing.

11 67. Disputes Regarding Class Data. Class Members may dispute their Workweeks and/or
12 PAGA Pay Periods if they feel they were employed more Workweeks in the Class Period and/or
13 PAGA Pay Periods in California than Defendant's records show by timely submitting evidence to the
14 Settlement Administrator. Each Class Member is responsible for maintaining a copy of any documents
15 sent to the Settlement Administrator and a record of proof of mailing. Defendant's records will be
16 presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement
17 Administrator will evaluate the evidence submitted by the Class Member and provide the evidence
18 submitted to Class Counsel and Defendant's Counsel who agree to meet and confer in good faith about
19 the evidence to determine the Class Member's actual number of Workweeks and/or PAGA Pay
20 Periods and estimated share of the Net Settlement Amount. If Class Counsel and Defendant's Counsel
21 are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final
22 decision. Class Members will have until the Response Deadline to dispute Workweeks and/or PAGA
23 Pay Periods. Information or documents submitted after the expiration of the Response Deadline will
24 not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

25 68. Right of Class Members to Request Exclusion from the Settlement: Any Class
26 Member, other than Plaintiff, may request to be excluded from settlement of the Class Claims by
27 submitting a "Request for Exclusion" to the Settlement Administrator, postmarked or faxed on or
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1 before the Response Deadline at the address or facsimile number set forth in the Notice. The Request
2 for Exclusion must: (a) be signed by the Class Member requesting exclusion; (b) contain the name,
3 address, telephone number and the last four digits of the Social Security Number of the Class Member
4 requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the
5 Settlement; (d) be returned by fax or mail to the Settlement Administrator at the specified address
6 and/or facsimile number; and (e) be faxed or postmarked on or before the Response Deadline. The
7 date of the fax or postmark on the return mailing envelope will be the exclusive means to determine
8 whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify
9 jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
10 submitted. Any Class Member who timely requests exclusion in compliance with these requirements:
11 (a) will not have any rights under this Agreement with respect to the Class Claims, including the right
12 to object, appeal, or comment on the Settlement; (b) will not be entitled to receive any payments under
13 this Agreement with respect to Class Claims; and (c) will not be bound by this Agreement, or the
14 Judgment, with respect to the Class Claims. Any Class Member who does not request exclusion from
15 the Settlement, regardless of whether they cash their settlement check, will be bound by all terms of
16 the Settlement, including those pertaining to Released Class Claims, Released Parties, as well as any
17 Judgment that may be entered by the Court if it grants final approval of the Settlement. PAGA Class
18 Members will receive their share of the PAGA Allocation and will be deemed to have released the
19 Released PAGA Claims regardless of whether they opt-out from the settlement of Class Claims.
20 PAGA Class Members may not opt out or otherwise request exclusion from the settlement of PAGA
21 Claims. If the Court approves the compromise of the PAGA Claims, all PAGA Class Members are
22 bound by the Court's resolution of the PAGA Claims.

23 69. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
24 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
25 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
26 of receiving the defective submission to advise the Class Member that his or her submission is
27 defective and that the defect must be cured to render the Request for Exclusion valid. The Class
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1 Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from
2 the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion.
3 If a Class Member responds to a cure letter by filing a defective claim, then the Settlement
4 Administrator will have no further obligation to give notice of a need to cure. If the revised Request
5 for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

6 70. Defendant's Right to Rescind. At Defendant's sole discretion, it shall have the right to
7 withdraw from or rescind the Settlement Agreement at any time prior to Final Approval if: (a) 5% or
8 more of all Class Members submit valid and timely Requests for Exclusion, provided that Defendant
9 exercises this right of rescission, in writing, to Plaintiff's counsel within fifteen (15) calendar days after
10 Response Deadline and the Settlement Administrator notifies the Parties of the total number of
11 Requests for Exclusion; (b) the Settlement is construed by the Court in such a fashion that Defendant
12 would be required to pay more than the Gross Settlement Amount; (c) the Court does not approve the
13 Settlement; (d) the Court does not certify the Class, does not certify a class releasing the claims set
14 forth herein, or otherwise makes an order inconsistent with any of the terms of the Settlement
15 Agreement; (e) Plaintiff or Class Counsel breach any term in the Settlement Agreement, or (f) the
16 LWDA or any other state or governmental agency seeks to intervene or commences an enforcement
17 action. If this option is exercised by Defendant, Defendant shall be solely responsible for the
18 Settlement Administration Costs incurred by the Settlement Administrator.

19 71. Release by Participating Class Members, PAGA Class Members, and the State of
20 California. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by
21 submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those
22 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants
23 final approval to the Settlement. All PAGA Class Members, regardless whether they submit timely
24 and valid Requests for Exclusion from the Class, will release the PAGA Released Claims during the
25 PAGA Period. The State of California will also release the PAGA Released Claims.

26 72. Right of Participating Class Members to Object to the Settlement. PAGA Class
27 Members may not object to the Settlement with respect to PAGA Claims. However, any Class
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1 Member, other than Plaintiff, may object to the Settlement with respect to Class Claims. To object, a
2 Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before
3 the Response Deadline. For the Notice of Objection to be valid, it must include: (a) the objector's full
4 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
5 accompanied by legal support, if any, for such objection; and (c) copies of any papers, briefs, or other
6 documents upon which the objection is based. The postmark date will be deemed the exclusive means
7 for determining that the Notice of Objection is timely. Class Members who fail to object in the specific
8 and technical manner specified above will be deemed to have waived all objections to the Settlement
9 and will be foreclosed from making any objections and seeking any adjudication or review, whether
10 by appeal or otherwise, to the Settlement Agreement. Class Members who postmark timely Notices
11 of Objection will have a right to appear at the Final Approval Hearing in order to have their objections
12 heard by the Court. Any Class Member who files an objection remains eligible to receive his/her/their
13 share of the Net Settlement Amount. If a Class Member timely submits both an objection and a
14 Request for Exclusion, the objection will be considered invalid. At no time will any of the Parties or
15 their counsel seek to solicit or otherwise encourage Class Members to submit objections to the
16 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
17 Class Members with respect to any such objections to this Settlement. Neither Plaintiff nor Defendant
18 shall be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their
19 counsel related to any objections to the Settlement. An objection alone will not satisfy the requirement
20 that a Class Member must either make a timely complaint in intervention before final judgment or by
21 file a motion to set aside and vacate the class judgment under Code of Civil Procedure § 663 to have
22 standing to appeal entry of judgment approving this Settlement, as is required under the California
23 Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

24 73. Failure to Object. Any Class Member who does not object prior to or at the final
25 approval hearing will be deemed to have waived any objections and will be foreclosed from making
26 any objections (whether at the final approval hearing, by appeal, or otherwise) to the Settlement. If
27 the objecting Class Member does not formally intervene in the action or move to set aside any
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1 judgment and/or the Court rejects the objecting Class Member's objection, the objecting Class
2 Member will still be bound by the terms of this Agreement and waives any and all rights to appeal
3 from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding,
4 such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil
5 Procedure section 473, and extraordinary writs.

6 74. Responses to Objections. Class Counsel and Defendant's Counsel may, at least five (5)
7 calendar days (or some other number of days as the Court shall specify) before the final approval
8 hearing, file responses to any written objections submitted to the Court.

9 75. Certification Reports. The Settlement Administrator will provide Defendant's counsel
10 and Class Counsel a weekly report which certifies: (a) the number of Class Members who have
11 submitted valid Requests for Exclusion; (b) the number of Class Members who have submitted valid
12 Notices of Objection; and (c) whether any Class Member has submitted a challenge to any information
13 contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel
14 for both Parties any updated reports regarding the administration of the Settlement Agreement as
15 needed or requested.

16 76. Uncashed Settlement Checks. Settlement Payment checks sent to Participating Class
17 Members and PAGA Class Members shall remain valid and negotiable for 180 calendar days from
18 the date of their issuance. In the event that any settlement check is returned to the Settlement
19 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business
20 days of receipt of the returned settlement check, perform a skip trace to locate the individual. If a new
21 address is located by these means, the Administrator will have ten (10) business days to re-issue the
22 check. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel
23 of any settlement checks remaining un-cashed for more than 180 calendar days.

24 76(a) Neither Defendant, Defendant's Counsel, Class Counsel, Plaintiff, nor the Settlement
25 Administrator will have any liability for lost or stolen settlement checks, forged
26 signatures on settlement checks, or unauthorized negotiation of settlement checks.
27 Without limiting the foregoing, in the event a Participating Class Member or PAGA
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Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

76(b) Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office pursuant to California's Unclaimed Property Law in the name of each Class Member who failed to cash their Settlement Payment, which would permit any such Class Members to claim their checks at a later date.

76(c) No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

77. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

78. Tax Treatment of Settlement Payments. The Parties have agreed that Settlement Payments will be allocated as follows: twenty percent (20%) to settlement of wage claims subject to all applicable federal, state, and local withholdings, and eighty percent (80%) to settlement of claims for interest, civil penalties and other non-wage claims from which no taxes will be withheld. The portion of the PAGA Allocation paid to PAGA Class Members will be entirely allocated to civil penalties from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the portion allocated to settlement of wage claims, and will issue to each Participating Class Member and PAGA Class Member an Internal Revenue Service Form 1099 with respect to the portion

1 allocated to settlement of claims for civil penalties, interest and other non-wage claims.

2 79. Administration of Taxes by the Settlement Administrator. The Settlement
3 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Plaintiff
4 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
5 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
6 taxes and penalties to the appropriate government authorities.

7 80. Tax Liability. Class Counsel, Defendant, and Defendant's Counsel make no
8 representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff
9 and the Class Members are not relying on any statement or representation by Class Counsel,
10 Defendant, or Defendant's Counsel in this regard. Plaintiff and the Class Members understand and
11 agree that, except for Defendant's payment of the employer's portion of any payroll taxes, they will
12 be solely responsible for the payment of any taxes and penalties assessed on their respective Settlement
13 Payments described herein. Income tax withholding will also be made pursuant to applicable federal,
14 state, and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed
15 at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent
16 with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law,
17 are changed after the date of this Agreement, the processes set forth in this Section may be modified
18 in a manner to bring Defendant into compliance with any such changes.

19 81. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
20 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO
21 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
22 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
23 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
24 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
25 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
26 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
27 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
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PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

82. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

83. Release of Class Claims by Class Members. The Parties agree that it is their intent that the terms set forth in this Agreement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Participating Class Members (including participation to any extent in any class or collective action), to obtain a recovery arising out of each and all of the claims, causes of action, demands, damages, penalties and/or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the First Amended Complaint or any subsequent amended complaint, as set forth in more detail in subparts of this Paragraph 83 herein. Upon the Effective Date of this

Settlement, and except as to such rights or claims as may be created by this Settlement, Plaintiff, the Class and each Class Member who has not submitted a valid and timely Request for Exclusion as to Class Claims other than the PAGA Claims, will release claims as follows:

83(a) Plaintiff and each Participating Class Member, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims. Plaintiff and each Participating Class Member, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will also forever completely release and discharge any and all third-party staffing agencies who employed them and assigned them to Defendant from any and all Released Class Claims arising from or reasonably related to their assignments with Defendant during the Class Period.

83(b) Each Participating Class Member will be deemed to have made this Release as if by manually signing it. The Notice will advise all Class Members of the binding nature of this Release and such Notice shall have the same force and effect as if the Agreement were executed by each Participating Class Member.

83(c) This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim.

83(d) Except for those Class Members who timely submit a Request for Exclusion as set forth in Paragraph 68 herein, all Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the Release set forth herein,

1 regardless of whether they cash, deposit or negotiate their settlement checks within the
2 180-day period; and (iii) except as otherwise provided herein, will be deemed to have
3 waived all objections and oppositions to the fairness, reasonableness, and adequacy of
4 the Settlement.

5 84. Release of PAGA Claims by PAGA Class Members. The Parties agree that it is their
6 intent that the terms set forth in this Agreement will release any further attempt, by lawsuit,
7 administrative claim or action, arbitration, demand, or other action of any kind by Plaintiff, the LWDA
8 and/or each and all of the PAGA Class Members to obtain a recovery arising out of each and all of the
9 claims, causes of action, demands, damages, penalties and/or liabilities arising under PAGA at any
10 time during the PAGA Period that were pled or which could have been pled based on the factual
11 allegations contained in the First Amended Complaint or any subsequent amended complaint, as set
12 forth in more detail in subparts of this Paragraph 84 herein. Upon the Effective Date of this Settlement,
13 and except as to such rights or claims as may be created by this Settlement, Plaintiff, the LWDA and
14 each PAGA Class Member, will release claims as follows:

15 84(a) Plaintiff and each PAGA Class Member, for themselves for themselves and for their
16 respective spouses, domestic partners, marital community, children, estates, trusts,
17 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,
18 trustees, conservators, guardians, assigns, and representatives, along with the LWDA
19 and State of California, will forever completely release and discharge the Released
20 Parties from the Released PAGA Claims. Plaintiff and each PAGA Class Member, for
21 themselves and for their respective spouses, domestic partners, marital community,
22 children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees,
23 executors, administrators, trustees, conservators, guardians, assigns, and
24 representatives, along with the LWDA and State of California, will also forever
25 completely release and discharge any and all third-party staffing agencies who
26 employed them and assigned them to Defendant from any and all Released PAGA
27 Claims arising from or reasonably related to their assignments with Defendant during
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the PAGA Period.

84(b) Each PAGA Class Member, the LWDA and State of California will be deemed to have made this Release as if by manually signing it, whether they timely submit a Request for Exclusion from the Class or not. The Notice will advise all PAGA Class Members of the binding nature of this Release and such Notice shall have the same force and effect as if the Agreement were executed by each PAGA Class Member.

84(c) This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released PAGA Claim.

84(d) The PAGA Released Claims are released by Class Representative in his representative capacity as authorized proxy and agent for the State of California and the LWDA and as a private attorney general "aggrieved employee" acting on behalf of himself and all PAGA Employees. The Release of PAGA Released Claims will therefore be binding upon all PAGA Class Members, regardless of whether they cash, deposit, or negotiate their settlement checks within the 180-day period.

85. General Release of Claims & Rights by Plaintiff. In addition to his release of the Released Class Claims and Released PAGA Claims as discussed in Paragraphs 83 through 84 and their subparts herein, Plaintiff does hereby, for himself and his respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, concealed or hidden, including

1 but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with
2 Defendant or the remuneration for or termination of such employment (collectively, the "Class
3 Representative's Released Claims").

4 85(a) Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code
5 Section 1542, which provides:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
7 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
8 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
9 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
10 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
11 OR RELEASED PARTY.

12 85(b) Notwithstanding the provisions of Section 1542, and for the purpose of implementing
13 a full and release and discharge of all parties, Plaintiff, and Class Counsel expressly
14 acknowledge that this Settlement Agreement is intended to include in its effect, without
15 limitation, all claims that Class Representative knew of, as well as all claims that he
16 does not know or suspect to exist in his favor against the Released Parties, or any of
17 them, for the time period from the beginning of time to the execution of this Settlement
18 Agreement, and that this Settlement Agreement contemplates the extinguishment of
19 any such Released Claims.

20 85(c) Notwithstanding anything in this Agreement to the contrary, nothing contained herein
21 shall constitute a waiver or release by Plaintiff of any claim for workers' compensation
22 benefits or any other claim which cannot be legally waived. Plaintiff hereby agrees not
23 to bring or participate in any class, collective, multi-party and/or representative action
24 or proceeding against Defendant or any Released Party that asserts, in whole or in part,
25 any claims that arose before he signed this Agreement, whether or not such claims (if
26 brought by him individually) are released by this Agreement.

27 85(d) Nothing in this Agreement prohibits Plaintiff from reporting possible violations of
28 federal or state law or regulation to the government, including but not limited to the
EEOC, Department of Justice, Securities and Exchange Commission, Congress, and

any agency inspector general, or filing a charge with or participating in an investigation or proceeding conducted by the EEOC or a comparable state or local agency (collectively, any such activity shall be referred to as a "Government Report"). However, by signing this Agreement, Plaintiff understands and agrees that he is waiving the right to receive any award of monetary or other benefits or any other legal or equitable relief whatsoever, including but not limited to payment for attorneys' fees, costs or disbursements, resulting from any such proceeding by Plaintiff, anyone else on his behalf, or otherwise, unless this Agreement is invalidated. Plaintiff agrees to waive such personal relief even if it is sought on his behalf by an agency, a governmental authority, or a person claiming to represent him and/or any member of a class.

86. Nullification of Settlement Agreement. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to enter the Final Approval Order and Judgment; (c) the Final Approval Order and/or Judgment is reversed, modified, or declared or rendered void; or (d) the Effective Date does not occur for any reason. If the Court fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party and the Parties shall be returned to their respective positions as if no settlement had been contemplated. Material conditions include any modification to the definition of the Gross Settlement Amount, Class, PAGA Class Members, Class Period, PAGA Period, Released Class Claims, Released PAGA Claims and/or Released Parties.

86(a) In the event that this Settlement Agreement is rescinded at Defendant's option pursuant to Paragraph 70 or nullified pursuant to this Paragraph 86: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms; (iii) all Parties to this Settlement shall stand in the same position, without

1 prejudice, as if the Settlement had been neither entered into nor filed with the Court;
2 (iv) no party may use the fact that the Parties agreed to settle, or the terms provided
3 herein as an admission, as evidence, or for any other purpose. Plaintiff and Class
4 Counsel agree that Defendant retains and reserves all rights to challenge all causes of
5 action alleged in the Action upon all procedural and factual grounds, as well as
6 asserting any and all other potential defenses and/or privileges; (v) neither Plaintiff nor
7 Defendant will have any further obligations under the Settlement, including any
8 obligation by Defendant to pay the Gross Settlement Amount, or any amounts that
9 otherwise would have been owed under this Settlement, and (vi) any costs incurred by
10 the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless
11 otherwise specified in this Agreement.

12 87. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
13 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
14 Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary
15 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
16 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
17 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
18 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
19 Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action
20 Settlement, attached as Exhibits A. Class Counsel will be responsible for drafting all documents
21 necessary to obtain preliminary approval. Class Counsel shall provide Defendant's Counsel with a
22 reasonable opportunity to review, and provide comments to the motion for preliminary approval and
23 all papers in support thereof before they are filed with the Court. Defendant shall not oppose Plaintiff's
24 motion for preliminary approval so long as it and its supporting papers are consistent with the terms
25 of this Settlement Agreement. In accordance with section 2699(1)(2) of the California Labor Code,
26 Plaintiff shall provide a copy of this Settlement Agreement to the LWDA on or before the date Plaintiff
27 files his motion for preliminary approval of this Settlement with the Court.
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1 **88. Final Settlement Approval Hearing and Entry of Judgment.** Upon expiration of the
2 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
3 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
4 Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)
5 Individual Settlement Payments; (b) the PAGA Allocation, including the LWDA Payment; (c) the
6 Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement
7 Administration Costs. Class Counsel will be responsible for drafting the proposed Final Approval
8 Order and all other documents necessary to obtain Final Approval. Class Counsel will also be
9 responsible for drafting the attorneys' fees and costs application to be heard at the final approval
10 hearing. Class Counsel shall provide Defendant's Counsel with a reasonable opportunity to review,
11 and provide comments to the proposed Final Approval Order, corresponding motion for final approval
12 and all papers in support thereof before they are filed with the Court. Defendant shall not oppose
13 Plaintiff's motion for preliminary approval so long as it and its supporting papers are consistent with
14 the terms of this Settlement Agreement. The proposed Final Approval Order shall contain provisions
15 sufficient to accomplish the following:

16 88(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
17 adequate, and directing consummation of its terms and provisions;

18 88(b) Approving Class Counsel's application to the Court for an award of Attorneys' Fees
19 and Costs;

20 88(c) Approving the Class Representative Enhancement Payment;

21 88(d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting
22 duties under the Settlement.

23 88(e) Adjudging Plaintiff and Class Counsel may adequately represent the Class for the
24 purpose of entering into and implementing the Agreement;

25 88(f) Entering a final judgment in the action, thereby permanently barring all Participating
26 Class Members from prosecuting any Released Class Claims against any of the
27 Released Parties and permanently barring all PAGA Class Members and the LWDA
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1 from prosecuting any Released PAGA Claims against any of the Released Parties, and
2 88(g) Adjudging that notwithstanding the submission of any timely Requests for Exclusion,
3 Class Members are still bound by the Settlement and Release of the Released PAGA
4 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal.
5 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the
6 Released PAGA Claims, and further affirms that the State's claims for civil penalties
7 pursuant to PAGA are also extinguished.

8 Any revised final judgments will also be provided to Defendant's Counsel for review and approval
9 before they are submitted to the Court. In accordance with section 2699(l)(3) of the California Labor
10 Code, Plaintiff shall provide to the LWDA a copy of the Final Approval Order and Judgment
11 entered by the Court in this action within ten (10) days after entry of the Final Approval Order and
12 Judgment.

13 89. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
14 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
15 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction
16 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement,
17 (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate
18 under court rules or as set forth in this Settlement.

19 90. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
20 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
21 Any Exhibits to this Settlement are an integral part of the Settlement.

22 91. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
23 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
24 agreements may be deemed binding on the Parties.

25 92. Amendment or Modification. This Settlement Agreement may be amended or
26 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest,
27 and approved by the Court. Any such instrument must specifically reference this Agreement.
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1 93. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement.

6 94. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 95. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
9 will be governed by and interpreted according to the laws of the State of California.

10 96. Execution and Counterparts. This Settlement Agreement is subject only to the
11 execution of all Parties. However, the Settlement Agreement may be executed in one or more
12 counterparts and by electronic or facsimile signatures. All executed counterparts and each of them,
13 including facsimile and scanned copies of the signature page, will be deemed to be one and the same
14 instrument provided that counsel for the Parties will exchange among themselves original signed
15 counterparts.

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

22 98. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Settlement
25 Agreement valid and enforceable.

26 99. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
27 certification for purposes of this Settlement only; except, however, that Class Counsel retains the right
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1 to appeal any reduction in the amount of Attorneys' Fees and Costs awarded by the Court. Subject to
2 the Preliminary Approval Order and Final Approval, Plaintiff and all Class Members, except those
3 Class Members who timely and properly intervene or file a motion to vacate the Judgment, expressly
4 waive the right to appeal.

5 100. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
6 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
7 not approved, the stipulation to certification will be void. The Parties further agree that certification
8 for purposes of the Settlement is not an admission that class action certification is proper under the
9 standards applied to contested certification motions and that this Settlement Agreement will not be
10 admissible in this or any other proceeding as evidence that either: (a) a class action should be certified
11 or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's
12 terms.

13 101. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
14 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued
15 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
16 denies, it has violated any federal, state, or local law; violated any regulations or guidelines
17 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
18 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
19 or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement
20 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
21 construed or deemed as an admission or concession by Defendant of any such violations or failures to
22 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
23 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
24 received as evidence in any action or proceeding to establish any liability or admission on the part of
25 Defendant or to establish the existence of any condition constituting a violation of, or a non-
26 compliance with, federal, state, local or other applicable law. This Settlement Agreement is a
27 settlement document, and it, along with all related documents such as the notices, and motions for
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1 preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or
2 Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or
3 proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement.

4 102. Captions. The captions and Paragraph numbers in this Settlement Agreement are
5 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or
6 intent of the provisions of this Settlement Agreement. Each term of this Settlement is contractual and
7 not merely a recital.

8 103. Waiver. No waiver of any condition or covenant contained in this Settlement
9 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
10 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
11 or remedy.

12 104. Enforcement Action. In the event that one or more of the Parties institutes any legal
13 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
14 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
15 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
16 including expert witness fees incurred in connection with any enforcement actions.

17 105. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
18 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
19 construed more strictly against one party than another merely by virtue of the fact that it may have
20 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
21 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
22 Agreement.

23 106. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and
26 reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on
27 the Settlement Agreement.
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107. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

108. Cooperation and Execution of Necessary Documents. The Parties and their counsel will cooperate in good faith with each other, execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, and use their best efforts to affect the implementation of this Settlement. The Parties and their counsel agree: (a) not to take any action to solicit or encourage any Class Members to opt out of and/or object to the Settlement, and (b) not to discourage any Class Members from cashing, depositing or otherwise negotiating their Settlement Payment checks. The Parties will fully support this Agreement's approval and enforcement and will defend the Agreement from any legal challenge.

109. Confidentiality and Publicity. Neither Plaintiff nor his counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and her counsel further agree that, prior to filing the motion for preliminary approval of the Settlement, they will keep the terms of this Settlement confidential. From and after the filing of the motion for preliminary approval of the Settlement, Plaintiff and his counsel may: (a) as required by law; (b) as required under the terms of the Settlement, or (c) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiff and his counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and her counsel are satisfied with the Settlement terms. Nothing in this Paragraph 109 is intended to interfere with Plaintiff's counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with the Class Members regarding the Settlement. Nothing in this Paragraph 109 prohibits Defendant from disclosing the terms of this Settlement prior to Plaintiff's motion for preliminary approval in connection with public reporting requirements, nor does anything in this Paragraph 109 prohibit the Parties or their counsel from disclosing the terms of the Settlement prior to Plaintiffs' motion for preliminary approval as may be required by law.

110. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

The Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Representative Settlement Agreement and Release of Claims between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

Dated: _____

Defendant, Pentair Water Pool and Spa, Inc.



Dated: _____

Plaintiff, Oscar Felix

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APPROVED AS TO FORM

Dated: _____

MOON LAW GROUP, PC

Attorneys for Plaintiff and the Class

1 Dated: August 25, 2023

SHOOK, HARDY & BACON L.L.P.

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5 Laura M. Booth

6 Attorneys for Defendant
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