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SAFEAMERICA CREDIT UNION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

JAMIE RAISHAWN BARRON, individually and on behalf of all others similarly situated,

Plaintiff,

v.

SAFEAMERICA CREDIT UNION; and DOES 1 through 100,

Defendants.

CASE NO.: C25-01637

[Assigned to the Hon. Julia Campins in Dept. 9]

JOINT STIPULATION RE: PAGA SETTLEMENT

ACTION FILED: June 10, 2025
TRIAL DATE: None Set

This Joint Stipulation regarding PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between Plaintiff Jamie Raishawn Barron ("Plaintiff"), individually, and on behalf of the PAGA Employees, on one hand; and Defendant SafeAmerica Credit Union ("Defendant"), on the other hand, in the lawsuit entitled *Jamie Raishawn Barron v. SafeAmerica Credit Union et al.*, filed in the Contra Costa County Superior Court, Case No. C25-01637. Plaintiff and Defendant shall be, at times, collectively referred to as the "Parties". This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. "**Action**" means the Plaintiff's lawsuit against Defendant, captioned *Jamie Raishawn Barron v. SafeAmerica Credit Union et al.*, initiated on June 10, 2025, and pending in the Superior Court of the State of California, County of Contra Costa.

1.2. "**Administrator**" or "**Settlement Administrator**" means the third-party administrator mutually chosen by the Parties and approved by the Court that will be responsible for the administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually acceptable qualified settlement administrator for claims administration costs. The Settlement Administrator mutually agreed upon by the Parties is APEX Class Action Administration. ("APEX").

1.3. "**Administration Expenses Payment**" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "**Approval Order**" means the proposed Court Order Granting Approval of PAGA Settlement.

1.5. "**Court**" means the Superior Court of California, County of Contra Costa.

1.6. "**Defense Counsel**" means Yvonne Arvanitis Fossati and Martin P. Vigodnier of Jackson Lewis P.C.

1.7. "**Effective Date**" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.8. "**Gross Settlement Amount**" means $47,800.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.9. "**Individual PAGA Payment**" means the PAGA Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.

1.10. "**Judgment**" means the judgment entered by the Court based upon the Final Approval of this Agreement.

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

1.12. "**LWDA PAGA Payment**" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.14. "**PAGA Counsel**" and "**Plaintiff's Counsel**" mean Manny M. Starr, Michael D. Rachmann, and Nicole Clancy of Frontier Law Center, the attorneys representing the Plaintiff in the Action.

1.15. "**PAGA Counsel Fees Payment**" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.16. "**PAGA Employees**" means all of Defendant's current and former non-exempt employees who worked in California during the PAGA Period. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the Settlement and the associated release of claims and rights under PAGA.

1.17. "**PAGA Employee Data**" means PAGA Employee identifying information in Defendant's possession including each PAGA Employee's: (1) name; (2) last-known mailing address; (3) Social Security Number; and (4) either the (i) first and last dates worked for Defendant in California during the PAGA Period, or (ii) the number of PAGA Pay Periods, as defined below.

1.18. "**PAGA Employee Address Search**" means the Administrator's investigation and search for current PAGA Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Employees.

1.19. "**PAGA Pay Period**" means any Pay Period during which an PAGA Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "**PAGA Period**" means the period from January 27, 2024 through January 31, 2025.

1.21. "**PAGA**" means the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA").

1.22. "**PAGA Notice**" means Plaintiff's January 27, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.23. "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, with allocated 35% to the PAGA Employees and 65% to the LWDA in settlement of PAGA claims.

1.24. "**Plaintiff**" means Jamie Raishawn Barron, the named plaintiff in the Action.

1.25. "**Released PAGA Claims**" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "**Released Parties**" means: Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, including but not limited to Nuvision Federal Credit Union, shareholders, officers, directors, PAGA Employees (as defined herein), agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant's counsel of record in the Action.

1.27. "**Settlement**" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On June 10, 2025, Plaintiff commenced this Action by filing a Complaint (the "Operative Complaint"), alleging causes of action against Defendant for (1) failure to provide compliant meal periods; (2) failure to provide compliant rest periods; (3) failure to pay for all hours worked; (4) failure to pay all overtime wages owed; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay all wages due upon separation of employment (waiting time penalties); (8) violation of California's Unfair Competition Law; and (9) recovery of civil penalties under California Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. for the Labor Code violations alleged in the PAGA Notice. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Plaintiff's first through eighth causes of action in the Operative Complaint against Defendant—i.e., (1) failure to provide compliant meal periods; (2) failure to provide compliant rest periods; (3) failure to pay for all hours worked; (4) failure to pay all overtime wages owed; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to timely pay all wages due upon separation of employment (waiting time penalties); (8) violation of California's Unfair Competition Law—seeks recovery on behalf of herself on an individual basis.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on January 27, 2025.

2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1 **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay $47,800.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 **To PAGA Counsel**: A PAGA Counsel Fees Payment of not more than one third (1/3), which is currently estimated to be $15,933.33 and PAGA Counsel Litigation Expenses Payment of not more than $3,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel

assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 **To the Administrator**: An Administrator Expenses Payment not to exceed $2,999.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $2,999.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 **To the LWDA and PAGA Employees**: PAGA Penalties in the amount of no less than $25,867.67 to be paid from the Gross Settlement Amount, with 65% ($16,813.99) allocated to the LWDA PAGA Payment and 35% ($9,053.68) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% share of PAGA Penalties ($9,053.68) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING PAYMENTS

4.1 **PAGA Employee Pay Periods**. Based on a review of its records to date, Defendant estimates there are approximately 60 PAGA Employees who collectively worked an estimated total of 1,195 PAGA Pay Periods during the PAGA Period.

4.2 **PAGA Employee Data**. Within fourteen (14) days of the Effective Date, Defendant will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.

4.3 **Funding of Gross Settlement Amount**. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 **Payments from the Gross Settlement Amount**. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the

check will be voided. The Administrator will cancel all checks not cashed by the void date. Within fourteen (14) days of receipt of PAGA Employee Data, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Employee Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within five (5) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the void date.

4.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release**. Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,

successors, and assigns generally, release and discharge Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542**. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff's waiver of Civil Code section 1542 is limited to Plaintiff's Release as set forth in Paragraph 5.1 and does not release Plaintiff's individual claims or any other claims expressly preserved by this Agreement.

5.2. **Release of PAGA Claims by Plaintiff and PAGA Employees**: Upon the date on which the Gross Settlement Amount is fully funded by Defendant (as defined in Paragraph 4.3 above), Plaintiff and all PAGA Employees are deemed to release all claims under PAGA against the Released Parties, which include any claims for PAGA penalties arising out of or related to allegations set forth in the Operative Complaint and the PAGA Noticed, including without limitation, alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.3,

226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, and 2802, California Industrial Commission Wage Orders, including all claims for or related to failure to provide compliant meal periods and meal period premium payments, failure to provide compliant rest periods and rest period premium payments, failure to pay all wages for hours worked including minimum wages and overtime wages, failure to pay premium wages, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements, failure to timely pay all wages upon separation of employment, failure to timely pay all wages during employment, and failure to provide suitable seating, to the extent such claims were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice and allegedly occurred during the PAGA Period ("Released PAGA Claims").

5.2.1. Because there is no statutory right for any PAGA Employee to opt out or otherwise exclude him-self or herself from the Settlement and the associated release of claims and rights under PAGA, PAGA Employees will be deemed to have released the Released PAGA Claims described in Paragraph 5.2 of this Agreement and will remain eligible for an Individual PAGA Payment.

5.3. **Individual Claims Not Released:** This Agreement and the settlement of Plaintiff's representative PAGA claims shall have no effect on, and shall not release, Plaintiff's individual claims or any other individual claims Plaintiff has asserted or may assert against Defendant. The resolution of Plaintiff's individual claims, if any, is governed solely by a separate agreement between the Parties.

5.4 **Release by PAGA Counsel**: PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities**. At least seven (7) days prior to filing the Motion for Approval of the Settlement, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Approval of the Settlement under Labor Code section 2699(f)(2), including drafts of the notice, memorandum in support, declarations in support, and proposed Order Granting Approval of the Settlement. The proposed Order Granting Approval of the Settlement shall be approved by Defense Counsel prior to Plaintiff filing the proposed Order with the Court. Plaintiff shall consider and incorporate Defense Counsel's reasonable revisions to the drafts of the notice and memorandum in support. In the event Plaintiff disagrees with any of Defense Counsel's revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Approval of the Settlement being filed with the Court. The Notice of Settlement of PAGA Representative Action and the Approval Order shall be mutually agreed upon by the Parties.

6.2. **Responsibilities of PAGA Counsel**. PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator**. The Parties have mutually chosen APEX to serve as the Administrator and verified that, as a condition of appointment, APEX agrees to be bound by

this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. **Administrator Duties**. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, Defendant employed approximately 60 PAGA Employees who collectively worked a total of approximately 1,195 PAGA Pay Periods during the PAGA Period. If, at the end of the PAGA Period, it is determined by the Administrator that the actual total pay periods worked by the PAGA Employees during the PAGA Period exceeds this figure by more than 10% (i.e., if there are 1,315 or more total PAGA Pay Periods), Defendant, at its sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those pay periods worked in excess of ten percent (10%) of the current 1,195 estimate (i.e., if there is a twelve percent (12%) increase in the total pay periods, the Gross Settlement Amount shall be increased by two percent (2%)), or (ii) elect to cut off the PAGA Period as of the date the total pay periods worked by PAGA Employees during the PAGA Period does not exceed ten percent (10%) of the 1,195 estimate (i.e., so that the total pay periods is at or below 1,315).

9. CONTINUING JURISDICTION OF THE COURT

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

9.1. **Waiver of Right to Appeal**. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

10.1. **No Admission of Liability or Representative Manageability for Other Purposes**. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. **Attorney Authorization**. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

10.6. **No Tax Advice**. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

10.11. **Confidentiality**. Plaintiff and Plaintiff's Counsel shall not make any public disclosures of any kind regarding this Settlement, including but not limited to postings on Plaintiff's Counsel's website and postings on any social media sites/outlets. Plaintiff's Counsel shall take all steps necessary to ensure that Plaintiff is aware of, and shall encourage Plaintiff to adhere to, the restriction against any public disclosures regarding this Settlement. Plaintiff's Counsel shall not include or use this Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the motion for approval of settlement is filed. Following approval of this Settlement, Plaintiff and Plaintiff's Counsel shall not initiate any communications with the media or third parties. If contacted by the media or third parties Plaintiff and Plaintiff's Counsel shall only discuss information publicly available. Plaintiff's Counsel shall take all steps necessary to ensure that Plaintiff is aware of, and shall encourage Plaintiff to adhere to, the restriction against initiating any media comment. Nothing herein shall restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

10.12. **Use of PAGA Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not

be used in any way that violates any existing contractual agreement, protective order, statute, or rule of court.

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

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

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

To Plaintiff:

FRONTIER LAW CENTER
Manny M. Starr (State Bar No. 319778)
manny@frontierlawcenter.com
Michael D. Rachmann (State Bar No. 309770)
mike@frontierlawcenter.com
Nicole Clancy (State Bar No. 305341)
nicole@frontierlawcenter.com
Rebecca Harteker (State Bar No. 349793)
rebecca@frontierlawcenter.com6200 Canoga Avenue, Suite 470
Woodland Hills, CA 91367
Tel: (818) 914-9433

To Defendant:

Yvonne Arvanitis Fossati (SBN 161764)
Martin P. Vigodnier (SBN 311834)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
Yvonne.Fossati@jacksonlewis.com
Martin.vigodnier@jacksonlewis.com

10.16. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be

deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

The Parties agree that, in the event this Settlement is not approved by the Court, or if this Settlement is terminated by either Party under the provisions of this Settlement, the Parties shall request that the Court reopens the proceedings within thirty (30) days.

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

IT IS SO AGREED:

Plaintiff Jamie Raishawn Barron

Defendant SafeAmerica Credit Union
By: _____
Its: _____

Manny M. Starr
Michael D. Rachmann
Nicole Clancy
Rebecca Harteker
FRONTIER LAW CENTER
Attorneys for Plaintiff Jamie Raishawn Barron

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Attorneys for Defendant SafeAmerica Credit Union

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deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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