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MARCELINA RODRIGUEZ, and GLORIA ELIAS on behalf of themselves

and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ZOILA MAGANA RAMIREZ, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

360 SUPPORT SERVICES, a California
corporation DBA 360 Services Group;
HALLSTA 360, INC., a California
corporation; RENEE FIELDS, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV20456

[Assigned for all purposes to the Hon.
Lawrence P. Riff, in Dept. 7]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: June 23, 2022

Trial Date: None Set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiffs Zoila Magana Ramirez (“Plaintiff Ramirez”,

Marcelina Rodriguez (“Plaintiff Rodriguez”), and Gloria Elias (“Plaintiff Elias” and collectively, “Plaintiffs”), on one hand, and Defendant 360 Support Services dba 360 Services Group (“Defendant”), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means Plaintiff Zoila Magana Ramirez’s lawsuit alleging wage and hour violations against Defendants, captioned *Zoila Magana Ramirez v. 360 Support Services et. al.*, Case No. 22STCV20456, initiated on June 23, 2022, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California at any time during the PAGA Period.

1.5. “Class” or “Settlement Class” means all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California at any time during the Class Period.

1.6. “Class Counsel” means David D. Bibiyan, Jeffrey Klein, and Vedang J. Patel of Bibiyan Law Group, P.C., as well as Gregory P. Wong and Vanessa J. Jarvis of Barkhordarian Law Firm, PLC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from June 23, 2018 through April 11, 2023.

1.13. “Class Representatives” means the named Plaintiffs in the Action seeking Court approval to serve as a Class Representatives, namely Zoila Magana Ramirez, Marcelina Rodriguez, and Gloria Elias.

1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendant” means named defendant 360 Support Services dba 360 Services Group.

1.17. “Defense Counsel” means Steve R. Belilove and Rosely George of Kaufman Dolowich & Voluck LLP.

1.18. “Effective Date” shall mean February 1, 2024 or the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of

the Settlement; and (b) the Judgment is final, whichever is later. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement and such objections are not withdrawn prior to the date upon which the Court enters Judgment on its Order Granting Final Approval of the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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

1.22. "Gross Settlement Amount" means \$422,500.00 (Four Hundred Twenty-Two Thousand Dollars, Five Hundred and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, unless increased pursuant to Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency

entitled, under Labor Code section 2699, subd. (i).

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

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

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Ramirez Class Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from September 10, 2020 through end of the Class Period.

1.33. “PAGA” means the Private Attorneys’ General Act (Labor Code §§ 2698. *et seq.*).

1.34. “PAGA Notice” means Plaintiff Gloria Elias and Marcelina Rodriguez’s September 10, 2021 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$20,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs” means Zoila Magana Ramirez, Marcelina Rodriguez, and Gloria Elias.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the

Settlement.

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the Court.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

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

1.46. “Workweek” means any week during which a Class Member was employed by the Defendant in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On September 10, 2021, Plaintiff Rodriguez and Plaintiff Elias filed with the Labor and Workforce Development Agency (“LWDA”) and served on Defendant a notice under Labor

Code section 2699.3 (the “Rodriguez/Elias PAGA Notice”) stating that they intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations.

2.2. On February 9, 2022, Plaintiff Rodriguez and Plaintiff Elias jointly filed a putative wage and hour class action and representative action under PAGA in the Los Angeles County Superior Court alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to indemnify for business expenses; and (8) violations of the Labor Code for which they sought PAGA penalties (“Rodriguez/Elias Action”).

2.3. On June 23, 2022, Plaintiff Ramirez commenced this Action by filing a complaint against Defendant alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to indemnify for business expenses; (8) engaging in unfair competition; and (9) violations of the Labor Code for which Plaintiff Ramirez sought PAGA penalties (the “Ramirez Class Action”).

2.4. On June 29, 2022 Plaintiff Ramirez filed with the Labor and Workforce Development Agency (“LWDA”) and served on Defendants a notice under Labor Code section 2699.3 (the “Ramirez PAGA Notice”) stating that she intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations.

2.5. On September 2, 2022, Plaintiff Ramirez filed a separate representative PAGA action in the Los Angeles County Superior Court seeking civil penalties for the various Labor Code violations alleged in the Ramirez PAGA Notice (“Ramirez PAGA Action”).

2.6. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the complaint. and denies any and all liability for the causes of action alleged in the complaint.

2.7. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Zoila Magana Ramirez gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.8. On April 11, 2023, the parties participated in an all-day mediation presided over by Hon. Daniel J. Buckley which led to this Agreement to settle the Action.

2.9. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) time and payroll records for 20% of the estimated 184 Class Members; (2) data points, including average rates of pay, total hours worked during the Class Period, the number of pay periods worked during the Class Period, the number of terminated/separated Class Members eligible for waiting time penalties, the number of Aggrieved Employees, the number of Aggrieved Employees eligible for wage statement violations, the number of hours worked, and number of Pay Periods in the PAGA Period; (3) All policy documents; and (4) an employee handbook. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (Dunk/Kullar).

2.10. As part of the Settlement, the Parties agree to stipulate to the filing of a First Amended Complaint in the Ramirez Class Action to include all claims alleged in the Ramirez PAGA Action, and the Rodriguez/Elias Action. The First Amended Complaint shall be the "Operative Complaint." Plaintiffs shall dismiss the Ramirez PAGA Action and the Rodriguez/Elias Action as soon as the Operative Complaint is accepted by the Court.

2.11. The Court has not granted class certification.

2.12. The Parties, Class 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. Defendants promise to pay \$422,500.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual

1 Class Payments. Defendant have no obligation to pay the Gross Settlement Amount (or any
2 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator
3 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
4 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
5 Gross Settlement Amount will revert to Defendant.

6 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
7 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
8 in the Final Approval:

9 3.2.1. To Plaintiffs: Service Payments to Class Representatives or named plaintiffs of
10 not more than \$7,500.00 to each Plaintiff, for a total of \$22,500.00 to Plaintiffs, in
11 addition to any Individual Class Payment and any Individual PAGA Payment the Class
12 Representatives or named plaintiffs are entitled to receive as Participating Class
13 Members. Defendant will not oppose Plaintiffs' request for a Class Representative
14 Service Payment that does not exceed this amount. As part of the motion for Class
15 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will endeavor
16 to seek Court approval for any Class Representative Service Payments prior to the Final
17 Approval Hearing. If the Court approves Class Representative Service Payments less
18 than the amount requested, the Administrator will retain the remainder in the Net
19 Settlement Amount. The Administrator will pay the Class Representative Service
20 Payments using IRS Form 1099. Plaintiffs assumes full responsibility and liability for
21 employee taxes owed on the Class Representative Service Payments.

22 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which,
23 unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to
24 be \$147,875.00 and a Class Counsel Litigation Expenses Payment of not more than
25 \$40,000.00. Defendant will not oppose requests for these payments provided that do not
26 exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for
27 Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final
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1 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
2 Counsel Litigation Expenses Payment less than the amounts requested, the
3 Administrator will allocate the remainder to the Net Settlement Amount. Released
4 Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising
5 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
6 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
7 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
8 Class Counsel assumes full responsibility and liability for taxes owed on the Class
9 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
10 Defendant harmless, and indemnifies Defendant, from any dispute or controversy
11 regarding any division or sharing of any of these Payments. There will be no additional
12 charge of any kind to either the Settlement Class Members or request for additional
13 consideration from Defendant for such work unless, Defendant materially breach this
14 Agreement, including any term regarding funding, and further efforts are necessary from
15 Class Counsel to remedy said breach, including, without limitation, moving the Court
16 to enforce the Agreement.

17 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
18 \$7,500.00, except for a showing of good cause and as approved by the Court. To the
19 extent the Administration Expenses are less or the Court approves payment less than
20 \$7,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

21 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
22 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
23 all Participating Class Members during the Class Period and (b) multiplying the result
24 by each Participating Class Member's Workweeks.

25 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
26 Class Member's Individual Class Payment will be allocated to settlement of
27 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
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withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. 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 AND PAYMENTS

1 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
2 to date, Defendant estimates there are 184 Class Members who collectively worked a total of
3 10,200 Workweeks.

4 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
5 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
6 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
7 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
8 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
9 employees who need access to the Class Data to effect and perform under this Agreement.
10 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
11 Data omitted class member identifying information and to provide corrected or updated Class
12 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
13 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
14 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
15 omitted Class Data.

16 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
17 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
18 transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

19 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
20 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
21 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
22 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and
23 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
24 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
25 shall not precede disbursement of Individual Class Payments and the Individual PAGA
26 Payments.

27 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
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Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work for use in Los Angeles County (the "Cy Pres Recipient").

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall

not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally release and discharge Released Parties from all claims, transactions or occurrences including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the Class Action Operative Complaint and (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in the PAGA Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under 5.2 and 5.4 below ("Plaintiffs' Release"). Plaintiffs' 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 Class Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish 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

1 know or suspect to exist in his or her favor at the time of executing the release, and that
2 if known by him or her would have materially affected his or her settlement with the
3 debtor or Released Party.

4 5.1.2. The Plaintiffs' Release expressly excludes Plaintiff Elias' claims for disability
5 discrimination, failure to accommodate, wrongful termination in violation of public
6 policy, and failure to engage in the interactive process.

7 5.2. Release by Participating Class Members: For the duration of the Class Period, all
8 Participating Class Members, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released
10 Parties from all claims that were alleged or reasonably could have been alleged based on the facts
11 stated in the Operative Complaint including: (1) failure to pay overtime wages; (2) failure to pay
12 minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure
13 to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon
14 separation; (6) failure to provide accurate wage statements; (7) failure to indemnify; and (8)
15 engaging in unfair competition.

16 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
17 release any other claims, including claims for vested benefits, wrongful termination, violation of
18 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
19 workers' compensation, or claims based on facts occurring outside the Class Period.

20 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
21 Employees are deemed to release, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
23 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
24 alleged, based on the facts stated in the PAGA Notice and thereafter alleged in the Operative
25 Complaint, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3,
26 558, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code
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sections 200, 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1994.2, 1197, 2802, *et seq.*, and California Code of Regulations, Title 8, Section 11040.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 14 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA

documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("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 to 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. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

1 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
3 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended
5 deadline with the re-mailed Class Notice.

6 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data
8 and should have received Class Notice, the Parties will expeditiously meet and confer
9 in person or by telephone and in good faith, in an effort to agree on whether to include
10 them as Class Members. If the Parties agree, such persons will be Class Members
11 entitled to the same rights as other Class Members, and the Administrator will send, via
12 email or overnight delivery, a Class Notice requiring them to exercise options under this
13 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in
14 the Class Notice, which ever are later.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
17 Settlement must send the Administrator, by fax, email or mail, a signed written Request
18 for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus
19 an additional 15 days for Class Members whose Class Notice is re-mailed). A Request
20 for Exclusion is a letter from a Class Member or his/her representative that reasonably
21 communicates the Class Member's election to be excluded from the Settlement and
22 includes the Class Member's name, address and email address or telephone number. To
23 be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

24 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
25 fails to contain all the information specified in the Class Notice. The Administrator shall
26 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
27 the identity of the person as a Class Member and the Class Member's desire to be
28

1 excluded. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the
3 authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall
5 be final and not appealable or otherwise susceptible to challenge.

6 7.5.3. Every Class Member who does not submit a timely and valid Request for
7 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
8 to all benefits and bound by all terms and conditions of the Settlement, including the
9 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
10 regardless whether the Participating Class Member actually receives the Class Notice
11 or objects to the Settlement.

12 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
13 Non-Participating Class Member and shall not receive an Individual Class Payment or
14 have the right to object to the class action components of the Settlement. Because future
15 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
16 Participating Class Members who are Aggrieved Employees are deemed to release the
17 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
18 PAGA Payment.

19 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
20 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
21 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
22 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
23 allocation by communicating with the Administrator via mail. The Administrator must encourage
24 the challenging Class Member to submit supporting documentation. In the absence of any
25 contrary documentation, the Administrator is entitled to presume that the Workweeks contained
26 in the Class Notice are correct so long as they are consistent with the Class Data. The
27 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
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Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

7.8. 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.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and

1 emails.

2 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
3 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
4 Not later than 5 days after the expiration of the deadline for submitting Requests for
5 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
6 containing (a) the names and other identifying information of Class Members who have
7 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
8 other identifying information of Class Members who have submitted invalid Requests
9 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
10 (whether valid or invalid).

11 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
12 reports to Class Counsel and Defense Counsel that, among other things, tally the number
13 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
14 Exclusion (whether valid or invalid) received, objections received, challenges to
15 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
16 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
17 Weekly Reports must include/provide the Administrator’s assessment of the validity of
18 Requests for Exclusion -.

19 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
20 address and make final decisions consistent with the terms of this Agreement on all
21 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
22 Administrator’s decision shall be final and not appealable or otherwise susceptible to
23 challenge.

24 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to
25 file the Motion for Final Approval of the Settlement, the Administrator will provide to
26 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
27 to its due diligence and compliance with all of its obligations under this Agreement,
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including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 184 Class Members and 10,200 Total Workweeks during the Class Period.

8.1. Increase in Workweeks. Defendants represent that there are no more than 10,200 Workweeks worked by Class Members during the Class Period. If, as of the close of the Class Period, the actual number of Workweeks worked increases by more than 10%, or 1020 Workweeks, then the Gross Settlement Amount shall be increased by the Workweeks in excess of 11,220 (10,200 Workweeks + 1020 Workweeks) multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 10,200 Workweeks. The Parties agree that the Workweek Value amounts to \$41.42 per Workweek (\$422,500 / 10,200 Workweeks). Thus, for example, should there be 11,300 Workweeks during the Class Period, then the Gross Settlement Amount shall be increased by \$3,313.60

1 [(11,300 Workweeks – 11,220 Workweeks) x \$41.42].

2 **9. MOTION FOR FINAL APPROVAL**

3 Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
4 final approval of the Settlement that includes a request for approval of the PAGA settlement
5 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
6 Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts
7 of these documents to Defense Counsel for review at least three (3) business days prior to filing
8 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
9 confer in person or by telephone, and in good faith, to resolve any disagreements concerning the
10 Motion for Final Approval.

11 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
12 a Participating Class Member, including the right to file responsive documents in Court no later
13 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
14 Court.

15 9.2. Duty to Cooperate. If the Court does not grant Final Approval, conditions Final Approval
16 on any material change to the Settlement (including, but not limited to, the scope of release to be
17 granted by Class Members), the Parties will expeditiously work together in good faith to address
18 the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The
19 Court’s decision to award less than the amounts requested for the Class Representative Service
20 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
21 Administrator Expenses Payment shall not constitute a material modification to the Agreement
22 within the meaning of this paragraph.

23 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of
25 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
26 and (iii) addressing such post-Judgment matters as are permitted by law.

27 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
28

conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification 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 Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' 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). Payment of wages does not extend or alter the Class Members' or Aggrieved Employees' period of employment for any purpose.

11.2. Confidentiality. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's

communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Member.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. 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.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

11.6. 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.

11.7. 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.

1 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
2 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied
3 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
4 Part 10, as amended) or otherwise.

5 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all Parties or their
7 representatives, and approved by the Court.

8 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
9 the benefit of, the successors of each of the Parties.

10 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the State of California, without
12 regard to conflict of law principles.

13 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
14 this Agreement. This Agreement will not be construed against any Party on the basis that the
15 Party was the drafter or participated in the drafting.

16 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
17 during Action and in this Agreement relating to the confidentiality of information shall survive
18 the execution of this Agreement.

19 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
20 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
21 Defendants in connection with the mediation, other settlement negotiations or in connection with
22 the Settlement, may be used only with respect to this Settlement and no other purpose, and may
23 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

24 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this Agreement.

26 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
27 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28

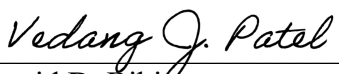
weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. 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.

11.18. 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.

11.19. 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 Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, 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:

 Zoila Ramirez Magana (Oct 6, 2023 12:05 PDT)	
For Plaintiff, Zoila Magana Ramirez	For Defendant, 360 Support Services
 David D. Bibiyan	
Vedang J. Patel	Steve R. Belilove
Counsel for Plaintiff Zoila Magana Ramirez	Rosely George
	Counsel for Defendants

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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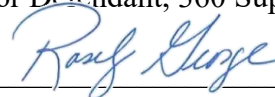
IT IS SO AGREED:

For Plaintiff, Zoila Magana Ramirez

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Zoila Magana Ramirez



Kelly Martinez
For Defendant, 360 Support Services



Steve R. Belilove
Rosely George
Counsel for Defendants


Marcelina Rodriguez (Oct 9, 2023 12:00 PDT)

Oct 9, 2023
For Plaintiff, Marcelina Rodriguez


Gloria Elias (Oct 9, 2023 11:55 PDT)

Oct 9, 2023
For Plaintiff, Gloria Elias


Richard Barkhordarian (Oct 9, 2023 12:06 PDT) Oct 9, 2023
Gregory Wong
Counsel for Plaintiffs Marcelina Rodriguez
and Gloria Elias