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Attorney for Plaintiff Maria Teresa Rol, on behalf of
herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA TERESA ROL, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

DAVID & MARGARET HOME, INC., a
California nonprofit corporation; and
DOES 1-50, inclusive,

Defendants.

Case No. 22STCV20976

**JOINT STIPULATION REGARDING
CLASS ACTION AND PAGA SETTLEMENT
AND RELEASE**

Complaint Filed: June 28, 2022

FAC Filed: September 9, 2022

Trial Date: None

This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and entered into between the Plaintiff Maria Teresa Rol (“Plaintiff”), on behalf of herself, the Labor and Workforce Development Agency, Class Members, and PAGA Group Members, and Defendant David & Margaret Home, Inc., (“Defendant”). This Agreement is subject to the terms and conditions set forth below and the approval of the Court. Plaintiff and Defendant collectively are

referred to in this Agreement as “the Parties.”

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. On October 30, 2023, the Parties participated in an all-day mediation presided over by Steve Rottman which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained through informal discovery, Plaintiff's personnel files, various wage and hour policy documents, and a sampling of Class Members' timekeeping and payroll records. Plaintiff's 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”).

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) as provided in section “m” below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement which is subject to Court Approval and for the consideration set forth herein, including but not limited to, a release of all claims by Plaintiff, PAGA Group Members, and the Class Members as set forth herein.

ARTICLE I

DEFINITIONS

Section 1.01

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. “Action” means the above stated lawsuit, *Rol v. David & Margaret Home, Inc.*, Los County Superior Court, Case No. 22STCV20976, filed on June 28, 2022, and the First Amended Complaint filed on September 9, 2022. “Agreement” means this Joint Stipulation of Class Action Settlement, including the attached Exhibit(s).

b. “Class” means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

c. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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d. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period and pay periods worked during PAGA period, if applicable.

e. “Class Member(s)” means all members of the Class. Defendant estimates that there are 571 Class Members.

f. “Class Period” means June 28, 2018 to December 29, 2023.

g. “Court” means the California Superior Court for the County of Los Angeles, where the Action is currently pending.

h. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

i. “Defendant” means David & Margaret Home, Inc.

j. “Defense Counsel” means counsel for Defendant:

Matheny Sears Linkert & Jaime, LLP

Ronald E. Enabnit
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Sacramento, California 95864
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1 k. "Disposition" means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 l. "Final Order Approving Settlement of Class Action" or "Final Order" means the
5 final formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 m. "Gross Settlement Amount Four Hundred Thousand Dollars (\$400,000) to be paid
8 by Defendant as provided by this Agreement to settle this Action. All payments to the Class,
9 administration costs, attorney's fees and costs, and Incentive Award, pursuant to Section 3.06(a)
10 below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes
11 arising from the payments made under this settlement shall be paid by Defendant separate from
12 and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro
13 rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall
14 revert to Defendant.

15 n. "Incentive Award" means a monetary amount of up to Five Thousand Dollars
16 (\$5,000.00) for Named Plaintiff Maria Teresa Rol, subject to Court approval, in recognition of her
17 effort and work in prosecuting the Action on behalf of Class Members, and for her general release
18 of claims.

19 o. "Individual Settlement Payment(s)" means each Participating Class Member's
20 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
21 by the calculations provided in this Agreement.

22 p. "LWDA" means the State of California Labor and Workforce Development
23 Agency.

24 q. "LWDA Payment" means 75% of the \$50,000 (\$37,500) allocated to the settlement
25 of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section
26 3.06(e) of this Agreement, as provided for below.

27 r. "Motion for Final Approval" means Plaintiff's submission of a written motion,
28 including any evidence as may be required for the Court to conduct an inquiry into the fairness of

1 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing,
2 and to enter a Final Order in this Action.

3 s. “Motion for Preliminary Approval” means Plaintiff’s submission of a written
4 motion, including any evidence as may be required for the Court to grant preliminary approval of
5 the Settlement as required by Rule 3.769 of the California Rules of Court.

6 t. “Named Plaintiff” means Maria Teresa Rol.

7 u. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
8 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Award, and LWDA
9 Payment, pursuant to Section 3.06(a)-(f) below.

10 v. “Non-Participating Class Member(s)” means any Class Member(s) who submit to
11 the Settlement Administrator a valid and timely written request to be excluded from the Class
12 pursuant to Section 3.04(b) below.

13 w. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
14 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

15 x. “PAGA” means the California Private Attorneys General Act of 2004, which is
16 codified in California Labor Code §§ 2698 *et seq.*

17 y. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
18 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
19 have agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to
20 Court approval. Of the PAGA Settlement Amount, 75% (\$37,500) will be considered the LWDA
21 Payment, and the remaining 25% (\$12,500) will be distributed to PAGA Group Members.

22 z. “PAGA Group Members” means all Class Members employed by Defendant at any
23 time between June 24, 2021 through December 29, 2023 (“PAGA Period”). Defendant estimates
24 that there are 288 PAGA Group Members. Defendant estimates that there are 7,323 PAGA Pay
25 Periods.

26 aa. “PAGA Period” shall mean June 24, 2021, through December 29, 2023.

27 bb. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s
28 share of the PAGA payment as provided by this Agreement.

cc. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

dd. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

ff. “Qualifying Workweeks” means the number of weeks that Class Members worked for Defendant as non-exempt employees during the Class Period. Defendant determined that there are 40,899 Qualifying Workweeks.

gg. “Qualifying Pay Periods” means the number of pay periods in which a PAGA Group Member actually received payment from Defendant as a non-exempt employee. Defendant estimates that there were 7,323 pay periods in the PAGA Period.

hh. “Released Parties” means Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, insurers and reinsurers.

ii. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

jj. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and

1 generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his
2 Incentive Award, and to the LWDA. The Settlement Administration Costs shall be paid from the
3 Gross Settlement Amount.

4 kk. "Settlement Administrator" means ILYM Group, which the Parties have agreed will
5 be responsible for the administration of the Individual Settlement Payments to be made by
6 Defendant from the Gross Settlement Amount and related matters under this Agreement.

7 **ARTICLE II**

8 **CONTINGENT NATURE OF THE AGREEMENT**

9 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

10 Because the Parties have stipulated to the certification of the Class with respect to all causes
11 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary
12 and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional
13 basis. This Agreement is contingent upon the approval and certification by the Court. If the Date
14 of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this
15 Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of
16 certification of the Class with respect to all causes of action alleged in the Action. Defendant does
17 not consent to certification of the Class for any purpose other than to effectuate settlement of the
18 Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated,
19 any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and
20 the Class will be returned to their positions with respect to the Action as if the Agreement had not
21 been entered into. In the event that the Date of Finality does not occur: (a) any Court orders
22 preliminarily or finally approving certification of any class contemplated by this Agreement shall
23 be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b)
24 the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the
25 certification of a Class under this Agreement, or that the Court preliminarily approved the
26 certification of the Class, shall not be used or cited thereafter by any person or entity, including in
27 any manner whatsoever, including without limitation any contested proceeding relating to the
28 certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed

1 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
2 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
3 certification in the Action for any purpose, if the Date of Finality does not occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the
5 Court relating to the approval and implementation of this Agreement and shall otherwise use their
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does
7 not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties
8 agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
9 resolution, the Parties agree to seek the assistance of mediator Steve Rottman to resolve the dispute.

10 **ARTICLE III**

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall be
13 as follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiff will bring a motion before the Court for an order conditionally certifying
16 the Class to include all claims pled in the Action based on the preliminary approval of this
17 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
18 "Preliminary Approval Date."

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen ILYM Group to administer this Settlement and to act as the
21 Settlement Administrator, including but not limited to distributing and responding to inquiries
22 about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net
23 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
24 Payment checks and distributing them to Participating Class Members, calculating the PAGA
25 Settlement Amounts to be paid to PAGA Group Members, issuing the checks and distributing them
26 to PAGA Group Members, establishing and maintaining the QSF, and issuing the payment to Class
27 Counsel for attorneys' fees and costs, the Incentive Award checks to Named Plaintiff, and the
28

1 employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall
2 expressly agree to all of the terms and conditions of this Agreement.

3 All costs of administering the Settlement, including but not limited to all costs and fees
4 associated with preparing, issuing and mailing any and all notices to Class Members and/or
5 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
6 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any
7 tax returns and any other filings required by any governmental taxing authority or agency, all costs
8 and fees associated with preparing any other checks, notices, reports, or filings to be prepared in
9 the course of administering disbursements from the Net Settlement Amount, and any other costs
10 and fees incurred and/or charged by the Settlement Administrator in connection with the execution
11 of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the
12 Settlement Administrator from the Gross Settlement Amount.

13 **Section 3.03: Notice to Class Members**

14 No later than five (5) business days after the Preliminary Approval Date, Defendant will
15 provide the Settlement Administrator with a “Class List” in electronic format based on its business
16 records, identifying the names of the Class Members, their last known home addresses, Social
17 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
18 and weeks worked during the Class Period and pay periods worked during the PAGA Period.

19 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
20 Administrator will send Class Members, by first-class mail, at their last known address, the Court
21 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
22 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
23 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date
24 of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing,
25 the Settlement Administrator will check all Class Member addresses against the National Change
26 of Address database and shall update any addresses before mailing. The Settlement Administrator
27 will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice
28 that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member

1 shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date
2 of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
3 Class Members shall not be required to submit claim forms in order to receive a proportional share
4 of the Net Settlement Amount.

5 If the Notice Packet is returned with a forwarding address, the Settlement Administrator
6 shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members
7 whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
9 or mass search on LexisNexis or comparable databases based on set criteria and, if another address
10 is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the
11 parties that reasonable means be used to locate Class Members and that the Settlement
12 Administrator be given discretion to take steps in order to facilitate notice of the Settlement and
13 delivery of the Individual Settlement Payments to all Participating Class Members.

14 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
15 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a
16 weekly status report provided to the Parties.

17 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
18 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
19 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
20 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
21 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
22 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the
23 Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance
24 with the procedures set forth in Section 3.06(g) below.

25 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
26 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
27 attesting to completion of the notice process, including any attempts to obtain valid mailing
28

addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member or PAGA Group Member disagrees with Defendant's records as to his or her Qualifying Workweeks and/or the number of pay periods worked during the PAGA Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member or PAGA Group Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties and the Settlement Administrator will work in good faith to resolve it. If the Parties and the Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the Qualifying Workweeks or number of pay periods for each Class Member or PAGA Group Member during the Class Period and/or PAGA Period, respectively, based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be

entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

e. Right of Plaintiff to Adjust Gross Settlement Amount

Defendant determined that the number of Qualifying Workweeks for the Class Members during the Class Period is 40,899.

1 **f. Right of Defendant to Rescind Settlement**

2 If 10% or more of Class Members have submitted valid and timely requests to opt-out of
3 the Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will
4 be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class
5 Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of
6 the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator
7 Costs shall be paid by Defendant.

8 **Section 3.05: Final Fairness and Approval Hearing**

9 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
10 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
11 and determine whether the Court should give it final approval, and (2) consider any objections
12 made and all responses by the Parties to such objections. At the Final Fairness and Approval
13 Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit
14 to the Court a Proposed Final Order Approving Settlement of Class Action.

15 **Section 3.06: Settlement Payment Procedures**

16 **a. Settlement Amount**

17 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay
18 the Gross Settlement Amount in the amount of Four Hundred Thousand Dollars (\$400,000), subject
19 to the possibility of a pro rata increase under the condition set forth in Section 3.04(e). The Gross
20 Settlement Amount includes all Individual Settlement Amounts to Participating Class Members,
21 and PAGA Group Members, all administration costs, Class Counsel's attorney's fees and costs,
22 PAGA Settlement Amount, and the Incentive Payment.

23 Within thirty days (30 days) after Preliminary Approval Date and subject to the issuance of
24 the Final Order, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of
25 employer-side payroll taxes, as set forth herein and as calculated by ILYM Group, into a QSF
26 established by the Settlement Administrator either directly or by sending the funds to the Settlement
27 Administer to be deposited and distributed. The Settlement Administrator will use these funds to
28 fund payment of the Individual Settlement Payments to Participating Class Members, Class

Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement Administration Costs.

Within ten (10) calendar days after receiving Defendant's payment funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Individual Settlement Payments to PAGA Group Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-three percent of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One Hundred Thirty Three Dollars and Zero Cents (\$133,333.33). Class Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

c. Payment of Settlement Administration Costs

1 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
2 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
3 Twelve Thousand Dollars (\$12,000.00).

4 **d. Payment of Incentive Award to Named Plaintiff**

5 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
6 Five Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose.
7 The Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute
8 payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the
9 Court approves less than the amount of incentive award that Class Counsel request, the difference
10 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

11 Because it is the intent of the Parties that the Incentive Award represents payment to Named
12 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will
13 not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form
14 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent
15 taxing authorities as required by law.

16 **e. Payment to the Labor and Workforce Development Agency**

17 In consideration of claims made under PAGA, Class Counsel will request that the Court
18 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these
19 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
20 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
21 to the PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement
22 Amount will be paid out of the Gross Settlement Amount.

23 **f. Payment of Individual Settlement Payments to Participating Class**
24 **Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual
26 Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between
27 all Participating Class Members in proportion to the number of individual Qualifying Workweeks
28 for each Class Member. To calculate the amount each Class Member will receive based on their

individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided between all PAGA Group Members in proportion to the number of pay periods that each PAGA Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement Amount will be divided by the total number of pay periods by all PAGA Group Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA Settlement Payment will be included in his or her Notice Packet. After final approval by the Court, the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata basis based on the number of pay periods worked during the PAGA Period by each PAGA Group Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 80% allocated to interest and penalties. Payments for the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual

1 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from
2 the Net Settlement Amount allocated to wages will be reduced by applicable employer and
3 employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage
4 portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form
5 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement
6 Payments. Participating Class Members shall have 180 days from the date their Individual
7 Settlement Payment checks and Individual PAGA Settlement Payment checks are dated to cash
8 their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time
9 period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property
10 Fund in the name of the Class Member for whom the funds are designated.

11 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
12 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
13 or a mass search on LexisNexis or a comparable databases based on set criteria and, if another
14 address is identified, the Settlement Administrator shall mail the check to the newly identified
15 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
16 process, the Settlement Administrator will tender the funds from the undeliverable checks to the
17 State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
18 are designated.

19 **g. Default on Payment.**

20 Defendant's failure to fund the Gross Settlement Amount within thirty (30) calendar days
21 after the date that the Court grants final approval of the Settlement shall be considered a default. In
22 the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement
23 Administrator will provide notice to Class Counsel and Defendant's counsel within three (3)
24 business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the
25 default and tender payment to the Settlement Administrator. In the event Defendant fails to cure
26 the default within the times set forth herein, Named Plaintiff may elect to enter judgment against
27 Defendant, on an *ex parte* basis, for the balance of the unpaid Gross Settlement Amount to date,
28

1 and Named Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due
2 date for such payment and reasonable attorneys' fees and costs.

3 **h. No Credit Toward Benefit Plans.**

4 The Individual Settlement Payments made to Participating Class Members under this
5 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
6 calculate any additional benefits under any benefit plans to which any Class Members may be
7 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
8 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it
9 is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to
10 which any Class Members may be entitled under any benefit plans.

11 **ARTICLE IV**

12 **LIMITATIONS ON USE OF THIS SETTLEMENT**

13 **Section 4.01: No Admission**

14 Defendant disputes the allegations in the Action and disputes that, but for this Settlement,
15 a Class should not have been certified in the Action. This Agreement is entered into solely for the
16 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
17 construed as an admission of liability or wrongdoing by Defendant.

18 **Section 4.02: Non-Evidentiary Use**

19 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
20 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
21 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
22 including but not limited to, evidence of a presumption, concession, indication, or admission by
23 any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
24 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
25 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
26 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
27 released through this Agreement.

28 **Section 4.03: Nullification & Duty to Cooperate**

1 The Parties have agreed to the certification of the Class encompassing all claims alleged in
2 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
3 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
4 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
5 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of
6 the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
7 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
8 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement
9 had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing
10 to stipulate to class certification of all causes of action pled in the Action as part of the Settlement
11 will have no bearing on, and will not be admissible in connection with, the issue of whether the
12 Class should be certified by the Court in a non-settlement context in this Action or any other action,
13 and in any of those events, Defendant expressly reserves the right to oppose certification of the
14 Class.

15 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
16 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

17 If the Court does not grant Final Approval or conditions Final Approval on any material
18 change to the Settlement, the Parties will expeditiously work together in in good faith to address
19 the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

20 Section 4.04 Waiver of Right to Appeal

21 Provided the Judgement is consistent with the terms and conditions of this Agreement, all
22 Participating Class Members who did not object to the Settlement as provided in this Agreement
23 waive all right to appeal from Judgment including all rights to post-judgment and appellate
24 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs
25 and appeals. The waiver of appeal does not include any waiver of the right to oppose such motion
26 motions, writs, or appeals. If an objector appeals the Judgment, the Parties obligations to perform
27 under this Agreement will be suspended until such time as the appeal is finally resolved and the
28 Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

1 Final Approval.

2 Response to Objections. Each Party retains the right to respond to any objection raised by a
3 Participating Class Member, including the right to file responsive documents in Court no later than five
4 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

5 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on
6 any material change to the Settlement (including, but not limited to, the scope of release to be granted
7 by Class Members), the Parties will expeditiously work together in good faith to address the Court's
8 concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to
9 award less than the amounts requested for the Class Representative Service Payments, Class Counsel
10 Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment
11 shall not constitute a material change to the Agreement within the meaning of this paragraph.

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

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

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

27 **ARTICLE V**

28 **RELEASES**

Section 5.01: Release by Participating Class Members Who Are Not Aggrieved

Employees:

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named Plaintiff's Operative Complaint, during the Class Period, including (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize or permit rest periods, (5) failure to reimburse business related expenses, (6) failure to furnish accurate itemized wage statements wage statement violations, (7) failure to pay wages upon separation of employment and within the required time, and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims"). Except as set forth in Section 5.02 of this Agreement, Participating Class Members do not release any other claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security workers' compensation, or claims based on facts occurring outside the Class Period.

Section 5.02: Release by Non-Participating Class Members Who Are Aggrieved

Employees

Upon the date of funding the Gross Settlement Amount, the State of California and All Non-Participating who are Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA period facts stated in the Operating Complaint and the PAGA Notice and ascertained sent to the LWDA.

Section 5.03: Named Plaintiff's Release of Unknown Claims

Upon the date of funding the Gross Settlement Amount, Named Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's employment with Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

“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.”

Named Plaintiff’s general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained

herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.05: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.06: Counterparts and Fax/PDF Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. All counterparts taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

Section 6.07: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
3 of each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
7 was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement
10 of the Action and have arrived at this Agreement through arm's-length negotiation and in the
11 context of adversarial litigation, taking into account all relevant factors, current and potential. The
12 Parties further believe that the Settlement is and is consistent with public policy, and fully complies
13 with applicable law. The Parties reached the terms of this agreement pursuant to a mediation
14 conducted on October 30, 2023 before Steven Rottman, Esq.

15 **Section 6.11: Headings**

16 The descriptive heading of any section or paragraph of this Agreement is inserted for
17 convenience of reference only and does not constitute a part of this Agreement and shall not be
18 considered in interpreting this Agreement.

19 **Section 6.12: Notice**

20 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
21 communications under this Agreement must be in writing and addressed as follows:

22 *To Named Plaintiff and the Class:*

23 **DUEL LAW FIRM**
24 Jasmine A. Duel
25 270 North Canon Drive, Third Floor
26 Beverly Hills, CA 90210
27 Tel: (310)-975-7095
28 Fax: (310)-846-8549
 jasmine@duellawfirm.com

 And

To Defendant:
Matheny Sears Linkert & Jaime, LLP
Ronald E. Enabnit
3638 American River Drive
Sacramento, California 95864
Telephone: (916) 978-3434
Facsimile: (916) 978-3430
renabnit@mathenysears.com

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

1 **Section 6.15: Authorization to Act**

2 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
3 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
4 required to effectuate the terms of this Agreement, except for signing documents, including but not
5 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
6 represents and warrants that the individual executing this Agreement on its behalf has the full right,
7 power, and authority to enter into this Agreement and to carry out the transactions contemplated
8 herein.

9 **Section 6.16: No Reliance on Representations**

10 The Parties have made such investigation of the facts and the law pertaining to the matters
11 described herein and to this Agreement as they deem necessary, and have not relied, and do not
12 rely, on any statement, promise, or representation of fact or law, made by any of the other parties,
13 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or
14 asserted rights, or with regard to the advisability of entering into and executing this Agreement, or
15 with respect to any other matters. No representations, warranties, or inducements, except as
16 expressly set forth herein, have been made to any party concerning this Agreement.

17 Section 6.17; No Tax Advice

18 Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice
19 regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the
20 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
21 otherwise.

22 Section 6.18 Confidentiality.

23 To the extent permitted by law, all agreements made, and orders entered during Action and
24 in this Agreement relating to the confidentiality of information shall survive the execution of this
25 Agreement.

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27 //

EXECUTION BY PARTIES AND COUNSEL

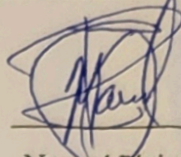
The Parties and their counsel hereby execute this Agreement.

Dated:

3/3/2025

MARIA TERESA ROL

By:

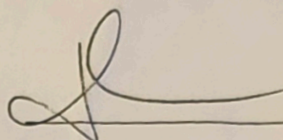


Named Plaintiff Teresa Maria Rol

Dated:

DAVID & MARGARET HOME, INC

By:



(Signature)

Daniel S. Maydeck

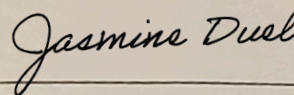
President and Chief Executive Officer

APPROVED AS TO FORM ONLY:

Dated: February 28 2024

DUEL LAW FIRM

By:

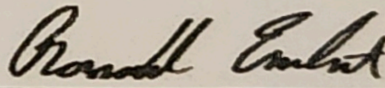


Jasmine A. Duel, Esq. Attorneys for Plaintiff

Dated: February 28, 2024

MATHENY SEARS LINKERT & JAIME, LLP

By:



Ronald E. Enabnit
Attorneys for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

MARIA TERESA ROL

By: _____

Named Plaintiff Teresa Maria Rol

Dated: _____

DAVID & MARGARET HOME, INC

By: _____

(Signature)

Daniel S. Maydeck

President and Chief Executive Officer

APPROVED AS TO FORM ONLY:

Dated: February , 2024

DUEL LAW FIRM

By: _____

Jasmine A. Duel, Esq. Attorneys for Plaintiff

Dated: February , 2024

MATHENY SEARS LINKERT & JAIME, LLP

By: _____

Ronald E. Enabnit
Attorneys for Defendant

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