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13 Attorneys for Plaintiff,
14 LETICIA CORNELL

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17
18 **FOR THE COUNTY OF LOS ANGELES**

19 LETICIA CORNELL, on behalf of herself,
20 those similarly situated, and/or aggrieved
21 California-based non-exempt employees,

22 Plaintiff,

23 v.

24 FLEMING & BARNES, INC. dba
25 DIMONDALE ADOLESCENT CARE
26 FACILITY; and DOES 1 through 100,
27 inclusive,

28 Defendants.

CASE NO: 22STCV29152

CLASS ACTION

*[Assigned For All Purposes to:
Honorable Elaine Lu, Dept. SSC-9]*

**DECLARATION OF S. SEAN SHAHABI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
SERVICE PAYMENT; REASONABLE
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval, Memorandum;
Declaration of Norma Ayala; [Proposed]
Order of Final Approval and Judgment lodged
concurrently herewith]*

Hearing

Date: July 30, 2026

Time: 8:30 a.m.

Dept: SSC-9

Complaint Filed: September 7, 2022

Trial Date: None Set

DECLARATION OF S. SEAN SHAHABI

I, S. SEAN SHAHABI, hereby declare as follows:

1. I am an attorney at law duly licensed to practice in the State of California. I am a Senior Managing Attorney for JAURIGUE LAW GROUP, counsel of record for Plaintiff Leticia Cornell ("Plaintiff") in the above-entitled action. I make this declaration on the basis of personal knowledge unless another source of information or belief clearly appears from the context, and as to all such matters, I believe them to be true. This personal knowledge has been attained either by my own observations and experiences and/or my review of firm files and the underlying records and documents of this litigation. If called as a witness, I could and would readily and competently testify to all matters stated herein.

2. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement; Service Payment; and Reasonable Attorneys' Fees and Costs.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Agreement").

4. The Settlement was reached after extensive factual and legal investigation and research; a review of pleadings; exchanges of documents and information; correspondence and negotiation between counsel; analysis of data pertaining to the number of Workweeks and Class Members during the Class Period, hire dates, termination dates, rates of pay, and number of pay periods for Class Members and PAGA Settlement Members, analysis of Defendant's employment policies; and analysis of all of Plaintiff's personnel records.

5. The settlement was reached after the parties' participation in a full day of mediation with mediator Lou Marlin, Esq., on July 9, 2024. The settlement amount is a compromise figure, that considered the risks related to certification, liability, and management.

6. Plaintiff asserts that the wage and hour claims and the claims for resulting penalties would be certified. On the other hand, Class Counsel understand from the mediator and the mediation process that Defendant argued the following: Defendant contends Plaintiff could not meet the requirements of class certification as Defendant did not engage in any policies which were the

1 product of an overarching policy that was uniformly applied to all Class Members, Defendant's
2 timekeeping policies and practices were compliant and Class Members were prohibited from
3 working off-the-clock, meal and rest periods were provided and timely taken by Class Members in
4 compliance with California labor laws, and Defendant otherwise complied with California wage and
5 hour laws.

6 7. Class Counsel and Defendant's Counsel aggressively advanced the parties'
7 respective positions through the litigation and settlement negotiations. The negotiations were
8 conducted, as discussed herein, after considerable investigation and analysis by capable and
9 experienced Class Counsel. Class Counsel and Plaintiff have concluded that it is in the best interest
10 of the Class Members to settle this class action for the substantial benefit obtained for the Class
11 Members under the Settlement Agreement and the costs inherent in extensive additional discovery.
12 As such, the parties ultimately recognized that the inherent expense, delay and uncertainty of class
13 certification and trial present a real danger that an ultimate victory by either side may be of
14 substantially less value than the Settlement.

15 8. Counsel for the parties engaged in extensive informal discovery, investigation, and
16 discussions about the strengths and weaknesses of the claims and defenses, including a full-day
17 mediation session. This yielded information and documentation concerning the claims set forth in
18 the Action. Defendant provided sufficient information to determine the number of Class Members
19 in the Class Period, the number of Class Members in the Class Period who would be eligible for
20 PAGA penalties, the number of pay periods in the Class Period, Class Members' average rates of
21 pay, penalties for wage statement violations, waiting time penalties, and unpaid wages. Class
22 Counsel was also provided with, reviewed, and analyzed voluminous corresponding time and
23 payroll records, as well as policies and procedures in effect during the Class Period. The foregoing
24 analysis permitted Class Counsel to analyze the number of late, or unprovided meal periods and rest
25 periods and the sufficiency of Defendant's meal and rest period policies. In addition, counsel for the
26 parties have investigated the law as applied to the facts discovered regarding the alleged claims of
27 Plaintiff and potential defenses thereto, and the potential damages claimed by Plaintiff.

1 9. The recovery for each Class Member is well within the acceptable range for this type
2 of action. Class Counsel and Plaintiff were prepared to litigate the claims in this Action, but they
3 strongly and unequivocally support the proposed Settlement as being in the best interest of the
4 Settlement Class based on the circumstances referenced herein. This Settlement is favorable given
5 that the Settlement Class will receive compensation promptly rather than facing uncertainties
6 inherent in further litigation and waiting years for this Action to be tried. Furthermore, the
7 Settlement Class has overwhelmingly supported the Settlement on the terms set forth in the
8 Settlement Agreement, as evidenced by the 99.86% participation rate by the Settlement Class to
9 date. Thus, this Settlement is highly favorable and is in the best interests of the Settlement Class.

10 **THE REQUESTED ATTORNEYS' FEES AND COSTS ARE FAIR,**
11 **REASONABLE, AND APPROPRIATE**

12 10. Class Counsel attorneys' fees request is based on the "common fund" doctrine,
13 supported by a lodestar crosscheck.

14 11. Class Counsel's application for an award of attorneys' fees in an amount of thirty-
15 three and one-third (33.33%) of the Gross Settlement Amount is fair and reasonable, and is in line
16 with the percentage requested by Plaintiffs' counsel generally in wage and hour class actions, and
17 is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
18 contingent basis.

19 12. For Class Counsel, the fees here were wholly contingent in nature. There was the
20 prospect of the enormous cost inherent in class action and representative litigation, as well as a long
21 battle with Defendant. That prospect had become reality as hundreds of hours have been spent in
22 connection with this Action, including in:

- 23 • The investigation of the matter, including meeting with Plaintiffs, reviewing Defendant's
- 24 policies, and requesting and reviewing Plaintiff's time and pay records, personnel file, and
- 25 exploring Defendant's corporate structure;
- 26 • Compliance with prerequisites in connection with Plaintiff's PAGA Notices;
- 27 • Prepare and filing the Complaint;
- 28

- 1 • Meeting and conferring with Defendant regarding mediation, performance of informal
- 2 discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- 3 • Working with opposing counsel and consultants for the receipt of a representative sampling
- 4 of time and payroll records and analyzing the same with the aid of expert consultants and Plaintiff
- 5 to perform analyses of liability and exposure prior to attendance of the mediations in this matter;
- 6 • Selecting a mediator and mediation date;
- 7 • Analyzing written policies provided by Defendant;
- 8 • Preparation of a mediation brief and damages model for use at mediation;
- 9 • Attendance at mediation;
- 10 • Communicating with Plaintiff regarding updates on this matter to ensure she remained
- 11 apprised of the events and happenings;
- 12 • Negotiating, finalizing and fully executing the Settlement Agreement, in connection with
- 13 which multiple drafts were distributed and various communications were held with counsel
- 14 directly to exchange viewpoints and information;
- 15 • Preparing a draft class notice and obtaining bids for administration;
- 16 • Preparation of the Motion for Preliminary Approval;
- 17 • Reviewing, analyzing, and modifying the Settlement Administrators final report to
- 18 provide the information necessary for the Court's review of the Motion for Final Approval; and
- 19 • Preparing the instant Motion for Final Approval.

20 **An Award of Attorneys' Fees as Requested is Appropriate**

21 **Under the Lodestar Method**

22 13. I believe Class Counsel earned the requested fee, as this case was vigorously

23 litigated. Over 245 hours have been expended by Jaurigue Law Group attorneys on this matter to

24 date.

25 14. Attorneys and staff at Jaurigue Law Group uses Clio case management software as

26 part of their day-to-day litigation case management duties and responsibilities. Among the variety

27 of information that attorneys enter into and maintain in Clio in the regular course of business is the

28

1 amount of hours they have spent on particular litigation matters, including the above-captioned
2 *Cornell v. Fleming & Barnes* matter. The time entries identify the attorney or staff member who
3 has entered the time entry, the time spent in tenths of an hour, and the date and description of the
4 legal activity performed.

5 15. In connection with the preparation of this Motion for Final Approval and my
6 supporting declaration, I accessed Clio to determine the total amount of attorney time that was
7 recorded for this matter by attorney.

8 16. To summarize Class Counsel's lodestar request, Class Counsel have collectively
9 worked at least 245.70 hours in relation to this matter to date.

10 17. Attached hereto as **Exhibit B** is a chart that lists the four attorneys at Jaurigue Law
11 Group that have devoted substantial time to this matter, the amount of hours they worked on this
12 matter according to the firm's Clio software database, applicable hourly rates and year of bar
13 admission, and the resulting attorneys' fees attributable to the attorneys work, including as follows:
14 S. Sean Shahabi (\$850 per hour; 87.30 hours); Rex Phillips (\$650.00 per hour; 89.20 hours); Nicole
15 Clancy (\$400 per hour; 60.90 hours); and Hazel Blackman (\$300.00 per hour; 8.30 hours). As
16 reflected on the chart, at Class Counsel's respective hourly rates and time billed to this matter, this
17 results in a total lodestar amount of **\$159,035.00**. This total lodestar amount is not inclusive of time
18 worked by other attorneys at Jaurigue Law Group who provided spot written work-product and
19 research assistance, nor the contribution of its paralegals and other support staff.

20 18. Jaurigue Law Group is a law firm that is principally dedicated to the representation
21 of employees in workplace disputes and employment law matters, and all of the work performed on
22 behalf of these clients is done on a contingency basis. Jaurigue Law Group does not perform legal
23 services on behalf of these clients on an hourly basis and the firm does not invoice these clients for
24 services rendered; rather, it only collects fees as a percentage of the total gross recovery of a
25 settlement or judgment. However, hourly rates that are at least in the amounts set forth above are
26 set forth in the firm's engagement letters with its clients, and are reflective of the prevailing rates
27 charged by attorneys of similar skill and experience in the community, as well as the attorney's skill
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1 and experience. Although Hazel Blackman was admitted to the California State Bar about five years
2 before Nicole Clancy, the higher hourly rate for Ms. Clancy is reflective of her more extensive
3 employment and wage and hour class action experience relative to Ms. Blackman, as well as the
4 fact that Ms. Clancy performed work on this matter in 2024-2025, versus 2022, when attorney
5 hourly rates were lower.

6 19. From my personal experience on this case and from my review of the Clio time
7 entries and descriptions, several hours were spent on this case prior to litigation understanding
8 Defendant's policies, practices, and business structure. Several hours were spent meeting and
9 conferring with opposing counsel. Several hours were spent negotiating the parameters of
10 mediation, agreeing to a mediator and determining what informal discovery would be exchanged
11 beforehand. Several hours were spent performing informal discovery, including obtaining and
12 reviewing Defendant's policies, as well as obtaining and reviewing, with the aid of expert
13 consultants, the sampling of time and pay records from Defendant. Several hours were spent
14 preparing for and attending mediation. Several hours were spent negotiating the long form
15 settlement agreement. Finally, several hours were spent preparing a motion for preliminary
16 approval; and working with the administrator to administer Class Notices to Class Members; and
17 most recently preparing this Motion for Final Approval.

18 **Reimbursement of Class Counsel's Incurred Costs**
19 **from the Gross Settlement Amount is Appropriate**

20 20. Attached hereto as **Exhibit C** is a chart that lists and itemizes the costs and litigation
21 expenses, by date, description, and amount, Jaurigue Law Group incurred in connection with this
22 matter and for which it is requesting reimbursement from the Gross Settlement Amount. As
23 reflected on the chart, the total amount of incurred costs for which Jaurigue Law Group is requesting
24 reimbursement is \$18,768.87.

25 21. The chart was created from information compiled by the firm's staff in response to
26 my request for purposes of this Motion. To my understanding, in order to compile this information
27 the firm's staff utilizes Clio as well as the firm's accounting software – which is utilized, and in
28

1 which the firm records litigation costs and expenses, as part of its regular course of business.

2 **COMPETENCY AS CLASS COUNSEL**

3 22. I became a Senior Managing Attorney with Jaurigue Law Group in 2020. Jaurigue
4 Law Group is a law firm that has actively and continuously practiced employment litigation since
5 my arrival, representing employee-plaintiffs, in both individual and class actions, in this Superior
6 Court, and other Superior Courts throughout the State, and in various Federal courts.

7 23. My office is qualified to handle this litigation because we are experienced in
8 litigating Labor Code violations in both individual and class action cases. Jaurigue Law Group has
9 handled and is currently handling various wage and hour class action lawsuits.

10 24. Because most individuals cannot afford to pay for representation in litigation on an
11 hourly basis, Jaurigue Law Group represents virtually all of its employment law clients on a
12 contingency fee basis, including this matter. Pursuant to this arrangement, we are not compensated
13 for our time unless we prevail at trial or successfully settle our clients' cases. Because the firm is
14 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her
15 case, we cannot afford to represent an individual employee on a contingency basis if, at the end of
16 our representation, all we are to receive is our regular hourly rate for services. It is essential that we
17 recover more than our regular hourly rate when we win if we are to remain in practice so as to be
18 able to continue representing other individuals in civil rights employment disputes.

19 25. I am informed and believe that the efforts of Plaintiff's counsel have resulted in
20 substantial benefits to the settlement class, in the form of a significant settlement fund established
21 to compensate settlement class members for the alleged wage and hour violations discussed herein.

22 26. I graduated summa cum laude from the University of California at Irvine in 1996
23 with a Bachelor of Arts degree in Political Science.

24 27. I obtained my Juris Doctor from Harvard Law School in 1999 and was admitted to
25 the California State Bar in December 1999.

26 28. After a summer internship there in 1998, I began my legal career in the Labor and
27 Employment Law Department of Sheppard Mullin Richter & Hampton LLP in September 1999. I
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1 have practiced employment law in California since that time and have, since at least 2003, actively
2 litigated wage and hour class actions (and FLSA collective and PAGA representative actions) in
3 various courts throughout the state of California, as well as in the federal district court of the Central
4 District of California. Most of the wage and hour class action matters I have handled have been
5 before the class action/complex litigation panels of the Los Angeles County and Orange County
6 Superior Courts.

7 29. My class action experience is generally on employment law wage and hour matters.
8 I have worked on, in a first-chair or significant supporting capacity, well over fifty (50) wage and
9 hour class actions over the course of my career. I am readily familiar with the requirements of class
10 action litigation and the procedures for resolution of cases as a class. I have never been disqualified
11 to serve as an attorney in any lawsuit, including any class action litigation.

12 30. Before joining Jaurigue Law Group in November 2020, I was a Principal with the
13 national employment law firm of Jackson Lewis P.C. in the firm's Orange County office. Since
14 joining the firm in 2015 I was one of the primary attorneys in the Orange County office responsible
15 for the management and defense of wage and hour class actions against the firm's clients, including
16 handling and resolving wage and hour class actions in a first-chair capacity.

17 31. A search of my name on Westlaw's litigation records database and other public
18 searches identifies records and case numbers in both state and federal class actions I have had
19 significant involvement in, and exhibits my extensive experience as a class action practitioner over
20 the years. These include, for example: *Johnson v. VCG-IS, LLC* (2019 WL 1245311, 2018
21 WL7636473); *Sanchez v. ARB, Inc.* (8:16-CV-00844); *Thompson v. American Advisors Group*
22 *(1:14-CV-03966)*; *Knight v. Thrifty Payless, Inc.* (2014 WL 11033140, 2012 WL 12517478); *Atkins*
23 *v. Payless ShoeSource, Inc.* (2010 WL 5861374); *Bryant v. Bar Louie Anaheim, Inc.* (2010 WL
24 3764305); *Thompson, et al. v. Payless ShoeSource, Inc.* (2009 WL 1889030; 2009 WL 10674309);
25 *Chase v. Rite Aid Corp.* (2008 WL 5131200); *Orozco, et al. v. Downey Savings and Loan*
26 *Association* (2008 WL 2818130); *Cuevas v. The Vasquez Company* (2007 WL 5443621); *Cuvillier*
27 *v. Alta Colleges, Inc.* (2003 WL 25742943).

1 32. I have been named a “Super Lawyer” by Super Lawyers Magazine in 2019, 2020,
2 and every year since 2022. According to their website, five percent (5%) of the lawyers in the state
3 are selected as “Super Lawyers.” This coveted distinction is bestowed upon people by peer
4 nomination, and only recognizes those lawyers who both sides of the bar recognize as outstanding
5 in their field. (https://www.superlawyers.com/about/selection_process.html.)

6 33. I have been published in the Orange County Lawyer magazine (“The Section 998
7 Offer to Compromise: Creating Settlement Leverage for a Defendant-Employer in a Lawsuit Where
8 Attorneys’ Fees are Recoverable” (Orange County Lawyer; February 2008) (Westlaw Cite: 50-FEB
9 Orange County Law. 18)).

10 34. I am currently litigating other class action lawsuits. I have never been disqualified to
11 serve as an attorney in any lawsuit, including any class action litigation.

12 **Proof of Submission of Motion Papers to the LWDA**

13 35. The instant motion, the supporting declarations, and the proposed Judgment and
14 Order granting final approval have been submitted to the LWDA. Attached hereto as **Exhibit D** is
15 a true correct copy of the proof of this submission to the LWDA.

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed on June 30, 2026, at Trabuco Canyon, California.

19
20 *Sean Shahabi*

21 _____
S. Sean Shahabi, Esq.

EXHIBIT A

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Attorneys for Defendant Fleming & Barnes, Inc.
dba Dimondale Adolescent Care Facility

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LETICIA CORNELL, on behalf of herself,
those similarly situated, and/or aggrieved
California-based non-exempt employees,

Plaintiff,

v.

FLEMING & BARNES, INC. dba
DIMONDALE ADOLESCENT CARE
FACILITY; and Does 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV29152

CLASS ACTION

Assigned For All Purposes to:
Honorable Yvette M. Palazuelos
Department 9

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT
AND RELEASE**

Complaint Filed: September 7, 2022
Trial Date: Not Set

1 This “Joint Stipulation of Class Action and PAGA Settlement and Release” (hereinafter
2 “Agreement” or “Settlement”) is made by and between Plaintiff Leticia Cornell (“Plaintiff”) and
3 Defendant Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility (“Defendant”). The
4 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant
7 captioned Leticia Cornell v. Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility, et al., Los
8 Angeles Superior Court Case No. 22STCV29152, initiated on September 7, 2022 and pending in Superior
9 Court of the State of California, County of Los Angeles, and also includes the claims outlined in Plaintiff’s
10 letter to the LWDA dated June 30, 2022, attached as “Exhibit A” to Plaintiff’s initial complaint.

11 1.2. “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed to
12 appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the
14 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of
16 the Settlement. Should the Court approve administrative expenses in an amount less than the amount
17 provided herein, then the unapproved portion shall be a part of the Net Settlement Amount for distribution
18 to Participating Class Members.

19 1.4. “Aggrieved Employee” means a person employed by Defendant either directly or through any
20 subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid
21 employee in the State of California during the PAGA Period.

22 1.5. “Class” means all persons currently or formerly employed by Defendant either directly or
23 through any subsidiary, staffing agency, or professional employer organization, as non-exempt in the State
24 of California during the Class Period. It shall be an opt-out class.

25 1.6. “Class Counsel” means Jaurigue Law Group, a/k/a JLG Lawyers.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
27 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses,
28 respectively, incurred to prosecute the Action. All such amounts are subject to approval by the Court.

1 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including
2 the Class Member’s name, last-known mailing address, Social Security number, and start dates and end
3 dates of employment.

4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
5 Participating Class Member or Non-Participating Class Member (including a Non-Participating Class
6 Member who qualifies as an Aggrieved Employee).

7 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods and means
9 including, but not limited to, the “National Change of Address Database”, skip traces, and direct contact
10 by the Administrator with Class Members.

11 1.11. “Class Notice” means the Court approved “NOTICE OF CLASS ACTION AND PAGA
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL”, to be mailed to Class
13 Members in English, with a Spanish translation, substantially similar to the form attached as **Exhibit A**
14 and incorporated by reference into this Agreement, subject to Court approval. The Class Notice shall
15 constitute class notice pursuant to California Rule of Court 3.769(f) and once approved by the Court shall
16 be deemed compliant with California Rule of Court 3.766.

17 1.12. “Class Period” means the period from September 7, 2018 through October 7, 2024.

18 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action
19 seeking Court approval to serve as a Class Representative.

20 1.14. “Class Representative Service Payment” means the payment to the Class Representative for
21 initiating the Action and providing services in support of the Action, subject to Court approval. If the
22 Court awards less than the amount requested, any amount not awarded will become part of the Net
23 Settlement Amount for distribution to Participating Class Members.

24 1.15. “Court” means the Superior Court of California, County of Los Angeles.

25 1.16. “Defendant” means Defendant Fleming & Barnes, Inc. dba Dimondale Adolescent Care
26 Facility.

27 1.17. “Defense Counsel” means Messner Reeves LLP, along with its counsel Kathleen Carter and
28 Jeffrey R. Gillette.

1 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court
2 enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final.
3 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member
4 objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
5 Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
7 Judgment and issues a remittitur or the date there is a final dismissal of any proceeding to review the Final
8 Approval, provided that the Final Approval is affirmed and/or not reversed in any part.

9 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

10 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the
11 Settlement.

12 1.22. "Gross Settlement Amount" means \$600,000.00 (six-hundred-thousand-dollars-and-zero-
13 cents) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement
14 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
15 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
16 Service Payment and the Administration Expenses Payment.

17 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net
18 Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

19 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the
20 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA
21 Period.

22 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

23 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
24 entitled, under Labor Code section 2699, subd. (i).

25 1.27. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor
26 Code section 2699, subd. (i).

27 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments
28 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 the 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 Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from July 5, 2021 through October 7, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.)

1.33. "PAGA Notice" means Plaintiff's June 30, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties agreed upon, subject to Court approval, consists of \$28,000. Twenty-Five percent (25%), which is Seven Thousand Dollars \$7,000 of the PAGA Penalties, shall be distributed to the Aggrieved Employees, on a pro rata basis, and Seventy-Five percent (75%), which is Twenty-One Thousand Dollars \$21,000 of the PAGA Penalties , shall be paid to the LWDA.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

1.36. "Plaintiff" means Leticia Cornell, the named Plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's order granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed order granting Preliminary Approval of the Settlement.

1.39. "Class Released Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "PAGA Released Claims" means the claims being released as described in Paragraph 6.3 below.

1.41. "Released Parties" means Defendant, and its respective past, present, and future subsidiaries, dba's, affiliates, parents, predecessors, successors, investors, and their current and former employees,

managing agents, Professional Employer Organizations, staffing agencies, servants, consultants, agents, directors, officers, members, independent contractors, representatives, insurers, reinsurers, and attorneys.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Class 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 Class portion of the Settlement, or (b) fax, email, or mail his or her written objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to submit Requests for Exclusion or written objections.

1.44. "Settlement Class Member" means all Class Members who have not submitted a timely Request for Exclusion.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On September 7, 2022, Plaintiff commenced this Action by filing a complaint alleging eight (8) causes of action against Defendant for failing to (1) pay minimum wages; (2) pay overtime wages; (3) provide meal period premiums; (4) provide rest period premiums; (5) timely pay final wages; (6) provide compliant wage statements; (7) comply with the requirements of Business & Professions Code section 17200, *et seq.*; and for (8) violations under the Private Attorneys General Act, Cal. Lab. Codes sections 2698 *et. seq.* (The "Operative Complaint") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd., on June 30, 2022, (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice regarding the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

2.3. After engaging in discovery, investigations, and negotiation, on July 9, 2024, the Parties participated in an all-day mediation presided over by Lou Marlin, ultimately resulting in the Parties reaching a tentative global settlement, subject to the Court's approval.

2.4. Prior to negotiating the Settlement and attending mediation, Plaintiff obtained, through informal discovery, an agreed upon sampling of data from pay and time 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").

2.5. The Court has not granted class certification.

2.6. 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. Defendant has not conducted any independent research regarding other case filings.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay \$600,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes
2 full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three percent (33%)
4 of the Gross Settlement Amount, which is \$200,000.00, and a Class Counsel Litigation Expenses Payment
5 of not more than \$23,000. Defendant will not oppose requests for these payments provided that do not
6 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment
7 and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval
8 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
9 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
10 Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's
11 counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel
12 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
13 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
14 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
15 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
16 or controversy regarding any division or sharing of any of these payments.

17 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$9,875 except for
18 a showing of good cause and as approved by the Court. To the extent the Administration Expenses
19 Payment is less than \$9,875 or in the event the amount awarded by the Court is less than \$9,875, the
20 difference shall become part of the Net Settlement Amount and available for distribution to Participating
21 Class Members on a pro rata basis.

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

25 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating
26 Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
27 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form.
28 Eighty percent (80%) of each Participating Class Member's Individual Class Payment shall 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: The PAGA Penalties agreed upon, subject to Court approval, consists of \$28,000 of the Gross Settlement Amount . Twenty-Five percent (25%) which is Seven Thousand Dollars \$7,000 of the PAGA Penalties, shall be distributed to the Aggrieved Employees on a pro rata basis, and Seventy-Five percent (75%) which is Twenty-One Thousand Dollars \$21,000 of the PAGA Penalties shall be paid to the LWDA.

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 \$7,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the amount of PAGA Penalties awarded by the Court is less than \$28,000, the difference shall become part of the Net Settlement Amount and available for distribution to eligible Participating Class Members on a pro rata basis. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates that there are 691 Class Members who collectively worked a total of 40,060 Workweeks through the mediation of July 9, 2024, with qualifying Aggrieved Employees estimated to have worked a total 11,699 PAGA Pay Periods through the mediation of July 9, 2024.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet.

1 To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence,
2 use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the
3 Class Data to Administrator employees who need access to the Class Data to effect and perform under
4 this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover
5 that the Class Data omitted class members' identifying information and to provide corrected or updated
6 Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants
7 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best
8 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
9 Data.

10 4.3. Funding of Gross Settlement Amount. Within fourteen (14) calendar days after the Effective
11 Date, including from Defendant's receipt of the filed Final Approval and the Administrator's calculation
12 of the employer's payroll taxes, Defendant will make a one-time deposit of the Gross Settlement Amount
13 and Defendant's share of employer's payroll taxes into a "Qualified Settlement Fund" account from
14 which the Administrator will have authority to distribute money in accordance with the terms of this
15 Settlement Agreement.

16 4.4 Administration of Taxes by the Administrator. The Administrator will be responsible for
17 issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as
18 may be required by law for all amounts paid pursuant to this Settlement. The Administrator will also be
19 responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

20 4.5. Payments from the Gross Settlement Amount. Within 14 days after receipt of receipt of the
21 Gross Settlement Amount and Defendant's share of employer's payroll taxes, the Administrator will mail
22 checks as directed by the Court in its order of Final Approval for all Individual Class Payments and all
23 Individual PAGA Payments as described in subsection 4.5.1, below.

24 4.5.1. Payments to Class Members. Within 14 days after receipt of Gross Settlement
25 Amount and Defendant's share of employer's payroll taxes, the Administrator will issue checks for the
26 Individual Class Payments and/or Individual PAGA Payments and send them to the recipients via First
27 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than
28 180 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2. 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.

4.5.3. 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 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.5.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

6. RELEASES OF CLAIMS.

Upon the Effective Date of this Agreement and Defendants fully funding the entire Gross Settlement Amount as well as all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1 6.1 Plaintiff's Release. In addition to the Class Released Claims and PAGA Released Claims,
2 Plaintiff, for herself and her spouse, heirs and assigns, will be deemed to have fully, finally, and forever
3 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
4 charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suites, rights,
5 demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes
6 of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
7 unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff,
8 at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have,
9 including but not limited to any and all claims arising out of, relating to, or resulting from their
10 employment, payment of wages during that employment and/or separation of employment with the
11 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
12 rule, or regulation or executive order relating to employment, including, but in no way limited to, any
13 claim under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the
14 Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age
15 Discrimination in Employment Act ("ADEA"), the Employee Retirement Income Security Act
16 ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and Housing
17 Act ("FEHA"); all claims for wages or penalties under the California Labor Code; Business and
18 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
19 interference with legal rights; any and all other employment or discrimination laws; whistleblower claims;
20 any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory
21 estoppel. ("Plaintiff's Release") It is agreed that this is a general release and is to be broadly construed
22 as a release of all claims, provided that Plaintiff's Release does not extend to any claims for vested
23 benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation
24 benefits that arose at any time, or based on occurrences outside the Class Period, or that cannot be released
25 as a matter of law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to
26 claims that she has against Defendant, of whatever nature and kind, known or unknown, suspected or
27 unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or
28 event, occurring in whole or in part, on or before the execution of this Settlement Agreement.

1 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
3 of section 1542 of the California Civil Code, which reads:

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

7 6.2 Released by Participating Class Members. Claims that Plaintiff and the other Participating Class
8 Members are releasing in exchange for the consideration provided for by this Agreement are all claims
9 asserted against the Released Parties in the Action that arise out of the facts asserted in the Action, or that
10 could have been asserted against the Released Parties in the Action, and include the following: For the
11 duration of the Class Period, the release includes (a) all claims for unpaid wages, including minimum
12 wages, regular wages, overtime and double time wages, and improper calculation of overtime and double
13 time wages (b) all claims for failure to provide compliant meal and rest periods and associated
14 compensation and/or premium pay; (c) all claims for failure to timely pay wages during employment,
15 upon termination or resignation and/or separation pay; (d) all claims for non-compliant wage statements;
16 (e) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out
17 of the Labor Code violations referenced in the Action (the "Class Released Claims").

18 6.3. Release by Aggrieved Employees. The Aggrieved Employees release all claims for civil
19 penalties for the Class Released Claims as well as claims for civil penalties under PAGA arising out of
20 Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code
21 sections alleged or that could have been alleged to have been violated in both the Action (which includes
22 the PAGA Notice), including, without limitation to Labor Code sections 200, 201, 201.3, 201.5, 201.6,
23 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 246, 404, 432, 432.5, 510,
24 512, 551, 552, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5 and the
25 IWC Wage Orders (the "PAGA Released Claims")

26 **7. MOTION FOR PRELIMINARY APPROVAL.**

27 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
28 Preliminary Approval").

1 7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents
2 necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in
3 support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under
4 Dunk/Kullar and a request for approval of the PAGA portion of the Settlement under Labor Code Section
5 2699, subd. (f)(2)); (ii) a draft proposed order granting Preliminary Approval; (iii) a draft proposed Class
6 Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering
7 the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
8 the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or
9 other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
10 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;
11 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all
12 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator;
13 (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class
14 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
15 violations (Labor Code section 2699.3, subd.(a)), Operative Complaint (Labor Code section 2699,
16 subd.(l)(1)), this Agreement (Labor Code section 2699, subd.(l)(2)); (vii) the fully executed agreement to
17 be provided to the Court ; and (viii) all facts relevant to any actual or potential conflict of interest with
18 Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that
19 they are not aware of any other pending matter or action asserting claims that will be extinguished or
20 adversely affected by the Settlement.

- 21 a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
22 Administration Expenses Payment, and Class Representative Service Payment shall be
23 determined by the Court, and the Court's determination on these amounts shall be final and
24 binding. The Court's approval or denial of any amount requested for these items are not
25 material conditions of this Agreement and are to be considered separate and apart from the
26 fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating
27 to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
28

Payment, Administration Expenses Payment, and Class Representative Service Payment shall not operate to terminate or cancel this Agreement.

b. If the Court declines to conditionally certify the Class or does not enter the Preliminary Approval Order and approve Plaintiff's Release, the Released Class Claims, and the Released PAGA Claims or otherwise does not approve the Settlement , this Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

c. Defendant agrees it will not oppose Plaintiffs' Motion for Preliminary Approval so long as the motion is consistent with the terms of the Parties' Agreement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days 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.

7.4 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 in person or by telephone, 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 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

1 8.2 Employer Identification Number. The Administrator shall have and use its own Employer
2 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
3 federal tax authorities.

4 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the
5 requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

6 8.4 Notice to Class Members.

7 8.4.1 Class Data: No later than fifteen (15) calendar days after the Court grants Preliminary
8 Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
9 spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data
10 in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
11 access to the Class Data to Administrator employees who need access to the Class Data to effect and
12 perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
13 discovers the Class Data omitted Class Members’ identifying information and to provide corrected or
14 updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the
15 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel
16 will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related
17 to missing or omitted Class Data.

18 8.4.2. No later than three (3) business days after receipt of the Class Data, the Administrator shall
19 notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved
20 Employees, Workweeks and PAGA Pay Periods in the Class Data

21 8.4.3 Using best efforts to perform as soon as possible, and in no event later than ten (10) days after
22 receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data,
23 via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form
24 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the
25 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment and the number of
26 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class
27 Notices, the Administrator shall update Class Member addresses using the National Change of Address
28 database.

1 8.4.4 Not later than three (3) business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
3 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
4 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most
5 current address obtained. The Administrator has no obligation to make further attempts to locate or send
6 Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7 8.4.5 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA
8 Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days
9 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
10 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

11 8.4.6 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any
12 persons who believe they should have been included in the Class Data and should have received Class
13 Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an
14 effort to agree on whether to include them as a Class Member. If the Parties agree, such person(s) will
15 become a Class Member entitled to the same rights as other Class Members, and the Administrator will
16 send, via email or overnight delivery, a Class Notice requiring them to exercise options under this
17 Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class
18 Notice, whichever are later.

19 8.5 Requests for Exclusion (Opt-Outs).

20 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send
21 the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days
22 after the Administrator mails the Class Notice plus an additional 14 days for Class Members whose Class
23 Notice is re-mailed. A Request for Exclusion is a letter from a Class Member or his/her representative that
24 reasonably communicates the Class Member's election to be excluded from the Class portion of the
25 Settlement and includes the Class Member's name and number of the Action, address and email address
26 or telephone number, contain a statement that the Class Member wishes to be excluded from the Class
27 portion of the Settlement and be signed by the Class Member. To be valid, a Request for Exclusion must
28

1 be timely postmarked by the Response Deadline and mailed or delivered to the Administrator at the
2 address specified in the Class Notice.

3 8.5.2 If the Request for Exclusion does not contain the information listed above, it will not be deemed
4 valid for exclusion from the Class portion of the Settlement, except that a Request for Exclusion not
5 containing a Class Member's telephone number will be deemed valid. The date of the postmark on the
6 Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion
7 has been timely submitted. Any Class Member who requests to be excluded from the Class portion of the
8 Settlement will not be entitled to any recovery under the class portion of the Settlement and will not be
9 bound by the terms of the Class portion of the Settlement or have any right to object, appeal, or comment
10 thereon except that if the Class Member is also entitled to any Individual PAGA Payment, he/she will be
11 bound by the PAGA Released Claims.

12 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed
13 to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms
14 and conditions of the Settlement, including the Released Class Claims under Paragraph 6.2 of this
15 Agreement, regardless whether the Participating Class Member actually receives the Class Notice or
16 objects to the Settlement.

17 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
18 Participating Class Member and shall not receive an Individual Class Payment or have the right to object
19 to the Class action components of the Settlement. Because future PAGA claims are subject to claim
20 preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees
21 are deemed to release the claims identified as PAGA Released Claims in Paragraph 6.2 of this Agreement
22 and are eligible for an Individual PAGA Payment.

23 8.5.5. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff
24 acting as a proxy and as a Private Attorney General of and for the State of California and LWDA, the
25 Parties agree that no Aggrieved Employee (including Plaintiffs) has the right to object to the PAGA
26 portion of the Settlement or exclude himself or herself from the release of claims set forth in Section 6.3
27 of this Settlement regardless of whether the Aggrieved Employee cashes any payment received as a result
28 of this Settlement.

1 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days
2 after the Administrator mails the Class Notice plus an additional 14 days for Class Members whose Class
3 Notice is re-mailed to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to
4 the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating
5 with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class
6 Member to submit supporting documentation. In the absence of any contrary documentation, the
7 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long
8 as they are consistent with the Class Data. The Administrator's determination of each Class Member's
9 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
10 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation
11 of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
12 determination of the challenges.

13 8.7 Objections to Settlement.

14 8.7.1 Only Participating Class Members may object to the Class action components of the Settlement
15 and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for
16 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative
17 Service Payment.

18 8.7.2 Participating Class Members may send written objections to the Administrator which must be
19 timely postmarked by the Response Deadline and mailed or delivered to the Administrator at the address
20 specified in the Class Notice. The written objection must: (i) indicate what the Class Member is objecting
21 to; (ii) why the Class Member is objecting; (iii) any fact that support the objection; and (iv) include the
22 case name and number of the Action and Class Member's full name, present address, and email address
23 or telephone number. In the alternative, Participating Class Members may appear in Court (or hire an
24 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating
25 Class Member who elects to send a written objection to the Administrator must do so not later than forty-
26 five (45) days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class
27 Members whose Class Notice was re-mailed). Any attorney who will represent an individual objecting to
28 this Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense

1 Counsel no later than fifteen (15) calendar days before the Final Approval Hearing. If a Participating Class
2 Member objects to the Settlement, the objecting Participating Class Member will remain a member of the
3 Settlement and if the Court overrules the objection and approves the Settlement, the objecting Participating
4 Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a
5 Participating Class Member who does not object.

6 8.7.3 Non-Participating Class Members have no right to object to any of the class action components
7 of the Settlement. In addition, Plaintiff waives any right to object to the Settlement, and hereby endorses
8 the Settlement as fair, reasonable and adequate and in the best interests of the Class.

9 8.7.4 Aggrieved Employees have no right to object to the PAGA portion of the Settlement and
10 shall be bound by the release of claims identified in Section 6.3 of this Agreement.

11 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
12 performed or observed by the Administrator contained in this Agreement or otherwise.

13 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain
14 and use an internet website to post information of interest to Class Members including the date, time and
15 location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval,
16 the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval and the
17 Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone
18 number to receive Class Member calls, faxes and emails.

19 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review
20 on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the
21 expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to
22 Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class
23 Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
24 other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)
25 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). At no time
26 will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members
27 to object to the Class portion of the Settlement or appeal from the Final Approval and Judgment. Class
28 Counsel will not seek to represent any Class Member who has submitted a Request for Exclusion.

1 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class
2 Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-
3 mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received,
4 objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and
5 checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
6 Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for
7 Exclusion based on the requirements of this Agreement and attach copies of all Requests for Exclusion
8 and objections received.

9 8.8.4 If there is a Workweek or PAGA Pay Period dispute, the Administrator will consult with the
10 Parties to determine whether an adjustment is warranted. Absent evidence rebutting the accuracy of
11 Defendant’s records and data as they pertain to the number of Workweeks or PAGA Pay Periods to be
12 credited to a disputing Class Member, Defendant’s records will be presumed to be correct and
13 determinative of the dispute.

14 8.8.5 Administrator’s Declaration. Not later than sixteen (16) days before the date by which Plaintiff
15 is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and
16 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
17 compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of
18 Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
19 Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or
20 invalid), the number of written objections and attach the Exclusion List. The Administrator will
21 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator’s declaration(s) in Court.

23 8.8.6 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds
24 in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with
25 a final report detailing its disbursements by employee identification number only of all payments made
26 under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator
27 will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
28

1 Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is
2 responsible for filing the Administrator's declaration in Court.

3 8.8.7. Employer Taxes. The Administrator shall calculate Defendant's share of employer payroll
4 taxes due on the Wage Portion of Individual Class Payments and provide this information to the Parties
5 and the Court for purposes of Final Approval. The Administrator shall remit employer taxes and required
6 forms to the appropriate taxing authorities within the deadlines set by law.

7 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant
8 estimates there were: (1) 691 Class Members who worked a total of approximately 40,060 Workweeks
9 through the mediation of July 9, 2024; and (2) qualifying Aggrieved Employees who worked a total of
10 approximately 11,699 PAGA Pay Periods through the mediation of July 9, 2024. The Administrator
11 reviewed the Class Data submitted by Defendant and determined that the Class Period comprised a total
12 of 40,953.43 Workweeks and that the Parties' agreed upon escalator clause was therefore not triggered.
13 Accordingly, the Parties agree that the Class Period end date will be October 7, 2024.

14 **10. DEFENDANTS' RIGHT TO WITHDRAW.**

15 If Participating Class Members representing more than an aggregate total of seven percent (7%)
16 of the verified Workweeks opt out of the Settlement, Defendants, at their sole discretion, shall have the
17 option of nullifying the Settlement. To exercise this option Defendants must do so within thirty (30) days
18 after expiration of the opt-out period and after having been given notice from the Administrator that the
19 opt out rate exceeds the aggregate total of seven percent (7%) of the verified Workweeks. In such a case,
20 the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses
21 as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed
22 in all respects as if this Settlement had not been executed, except that any fees already incurred by the
23 Administrator shall be paid by Defendants. Defendants must notify Class Counsel and the Court of their
24 election to withdraw.

25 **11. MOTION FOR FINAL APPROVAL.**

26 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in
27 Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
28 settlement under Labor Code section 2699, subd. (l), a proposed Final Approval order and a proposed

Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 Should the Court: Not issue Final Approval or should the Settlement not become final for any other reason and/or the Defendants exercise its option to nullify the Settlement based on an excessive number of opt-outs as described herein, then this Settlement will be null and void, and the Parties will have no further obligations under it. Any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff’s or Class Counsel’s ability to appeal any decision by the Court to award less than the requested Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

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

11.4 Waiver of Right to Appeal. Provided Final Approval and Judgment is entered, 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

1 appellate proceedings, the right to file motions to vacate Judgment, motions for new trial, extraordinary
2 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions,
3 writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
4 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes
5 final.

6 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing
7 Court vacates or reverses the Judgment , this Agreement shall be null and void. The Parties shall
8 nevertheless expeditiously work together in good faith to address the appellate court's concerns and to
9 obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
10 Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
11 the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall
12 not constitute a material modification of the Judgment within the meaning of this paragraph, as long as
13 the Gross Settlement Amount remains unchanged and the other terms of the Settlement are not altered.

14 **12. AMENDED JUDGMENT.**

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

17 **13. ADDITIONAL PROVISIONS.**

18 13.1 No Admission of Liability, Class Certification or Representative Manageability for Other
19 Purposes. Defendant generally and specifically deny any and all liability or wrongdoing of any sort with
20 regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and
21 contends that for any purpose other than settlement, the Action is not appropriate for PAGA or Class
22 treatment. Defendant assert a number of defenses to the claims and denies any wrongdoing or liability
23 arising out of any of the alleged facts or conduct in the Action, any federal, state or local law, violating
24 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
25 or legal requirements, breaching any contract, violating or breaching any duty, engaging in any
26 misrepresentation or deception, or engaging in any other unlawful conduct with respect to its employees.
27 Neither this Agreement, nor any document referred to or contemplated herein, nor any statements,
28 discussions or communications, nor any action taken to carry out this Agreement, is or may be construed

1 as, or may be used as an admission, concession, or indication by or against Defendant or any of the
2 Released Parties of any fault, wrongdoing, or liability whatsoever. Except as necessary in a proceeding to
3 enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or
4 received as evidence in any action or proceeding to establish any liability or admission on the part of the
5 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
6 with, federal, state, local or other applicable law. Nor should the Agreement be construed as an admission
7 that the Action was properly brought as a class action pursuant to California Code of Civil Procedure
8 section 382, a representative action under California Business and professions Code section 17200, a
9 private attorney general action under PAGA and/or that Plaintiff can serve as an adequate Class
10 Representative. There has been no final determination by any court as to the merits of the claims asserted
11 by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for
12 settlement purposes only.

13 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
14 Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the
15 Action have merit. If, for any reason the Court does not grant Preliminary Approval, Final Approval or
16 enter Judgment, Plaintiff reserves the right to move for class certification on any grounds available and to
17 contest Defendant's defenses. The Settlement, this Agreement and Plaintiff's willingness to settle the
18 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for
19 proceedings to enforce or effectuate the Settlement and this Agreement).

20 13.2 No Public Comment. The Parties and their counsel agree that they will not issue any press
21 releases, initiate any contact with the press, respond to any press inquiry, or have any communication with
22 the press about the fact, amount or terms of the Settlement. Class Counsel further agrees not to use the
23 Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict
24 Class Counsel from including publicly available information regarding this Settlement in future judicial
25 submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not
26 include, reference or use the Settlement for any marketing or promotional purposes, either before or after
27 the motion for preliminary approval is filed.
28

1 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
3 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
4 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

5 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together
6 with its attached exhibits shall constitute the entire Agreement between the Parties relating to the
7 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
8 or by any Party.

9 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent
10 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or
11 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute
12 any other documents reasonably required to effectuate the terms of this Agreement including any
13 amendments to this Agreement.

14 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best
15 efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement,
16 submitting supplemental evidence and supplementing points and authorities as requested by the Court. In
17 the event the Parties are unable to agree upon the form or content of any document necessary to implement
18 the Settlement, or on any modification of the Agreement that may become necessary to implement the
19 Settlement, the Parties will seek the assistance of the mediator Louis Marlin for resolution.

20 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly
21 or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
22 or entity and portion of any liability, claim, demand, action, cause of action, or right released and
23 discharged by the Party in this Settlement.

24 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing
25 any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within
26 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
27 otherwise.
28

1 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
2 changed, or waived only by an express written instrument signed by all Parties or their representatives,
3 and approved by the Court.

4 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
5 benefit of, the successors of each of the Parties.

6 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed
7 by and interpreted according to the internal laws of the state of California, without regard to conflict of
8 law principles.

9 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
10 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
11 drafter or participated in the drafting.

12 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered
13 during Action and in this Agreement relating to the confidentiality of information shall survive the
14 execution of this Agreement.

15 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid.
16 Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in
17 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may
18 be used only with respect to this Settlement, and no other purpose, and may not be used in any way that
19 violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after
20 the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the
21 final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
22 received from Defendants unless, prior to the Court's discharge of the Administrator's obligation,
23 Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class
24 Data.

25 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
26 for convenience of reference only and does not constitute a part of this Agreement.

1 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to
2 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
3 legal holiday, such date or deadline shall be on the first business day thereafter.

4 13.17 Notice. All notices, demands or other communications between the Parties in connection with
5 this Agreement will be in writing and deemed to have been duly given as of the third business day after
6 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

7 To Plaintiff: Michael J. Jaurigue, S. Sean Shahabi, Esq., Rex J. Phillips, Esq., JLG Lawyers, 300 W.
8 Glenoaks Blvd, Suite 300, Glendale, CA 91202; michael@jlglawyers.com; sean@jlglawyers.com;
9 rex@jlglawyers.com; service@jlglawyers.com.

10 To Defendants: Kathleen Carter, Esq. and Jeffrey R. Gillette, Esq., Messner Reeves LLP, 611 Anton
11 Boulevard, Suite 450, Costa Mesa, CA 92626; kcarter@messner.com; jgillette@messner.com.

12 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by
13 facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted
14 as an original. All executed counterparts and each of them will be deemed to be one and the same
15 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
16 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

17 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
18 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
19 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
20 under CCP section 583.310 for the entire period of this settlement process.

21
22 Dated: 11 / 05 / 2025, 2025

Leticia Cornell

Plaintiff LETICIA CORNELL

23
24 Dated: _____, 2025

FLEMING & BARNES, INC. dba
DIMONDALE ADOLESCENT CARE

25
26 By: _____

27 Its: _____
28

1 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to
2 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
3 legal holiday, such date or deadline shall be on the first business day thereafter.

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7 To Plaintiff: Michael J. Jaurigue, S. Sean Shahabi, Esq., Rex J. Phillips, Esq., JLG Lawyers, 300 W.
8 Glenoaks Blvd, Suite 300, Glendale, CA 91202; michael@jlglawyers.com; sean@jlglawyers.com;
9 rex@jlglawyers.com; service@jlglawyers.com.

10 To Defendants: Kathleen Carter, Esq. and Jeffrey R. Gillette, Esq., Messner Reeves LLP, 611 Anton
11 Boulevard, Suite 450, Costa Mesa, CA 92626; kcarter@messner.com; jgillette@messner.com.

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

21
22 Dated: _____, 2025

23 _____
Plaintiff LETICIA CORNELL

24 Dated: 11/51, 2025

25 FLEMING & BARNES, INC. dba
26 DIMONDALE ADOLESCENT CARE

27 By: _____

28 Its: _____

1 **APPROVED AS TO FORM:**

2 Dated: November 6, 2025

JAURIGUE LAW GROUP

3
4 *Sean Shahabi*

5 Michael J. Jaurigue
6 S. Sean Shahabi
7 Rex J. Phillips
8 Attorneys for Plaintiff and the Putative Class

9
10 Dated: _____, 2025

MESSNER REEVES LLP

11
12 Kathleen Carter
13 Jeffrey R. Gillette
14 Attorneys for Defendant Fleming & Barnes, Inc.
15 dba Dimondale Adolescent Care Facility
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1 **APPROVED AS TO FORM:**

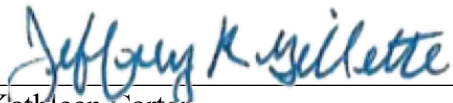
2 Dated: _____, 2025

JAURIGUE LAW GROUP

3
4
5 _____
6 Michael J. Jaurigue
7 S. Sean Shahabi
8 Rex J. Phillips
9 Attorneys for Plaintiff and the Putative Class

10 Dated: November 6, 2025

MESSNER REEVES LLP

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12 _____
13 
14 Kathleen Carter
15 Jeffrey R. Gillette
16 Attorneys for Defendant Fleming & Barnes, Inc.
17 dba Dimondale Adolescent Care Facility
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CERTIFICATE *of* SIGNATURE

REF. NUMBER

MQQXC-6HSJU-UQNGN-69EYJ

DOCUMENT COMPLETED BY ALL PARTIES ON

05 NOV 2025 23:38:08

UTC

SIGNER

LETICIA CORNELL

EMAIL

LCORNELL2011@GMAIL.COM

SHARED VIA

LINK

TIMESTAMP

SENT

05 NOV 2025 22:37:46

VIEWED

05 NOV 2025 23:37:37

SIGNED

05 NOV 2025 23:38:08

SIGNATURE

Leticia Cornell

IP ADDRESS

172.56.121.192

LOCATION

VAN NUYS, UNITED STATES



EXHIBIT B



Cornell v Fleming & Barnes

Attorney Hours & Fees					
Attorney	Title at Jaurigue Law Group (Bar Admission Year)	Time Frame During Which Work On This Case Was Performed	Hourly Rate	Total Hours	Fees (\$)
S. Sean Shahabi	Senior Managing Attorney (1999)	August 2022 - Present	\$ 850.00	87.30	\$ 74,205.00
Rex Phillips	Associate Attorney (2005)	October 2025 - Present	\$ 650.00	89.20	\$ 57,980.00
Nicole Clancy	Associate Attorney (2015)	July 2024 - June 2025	\$ 400.00	60.90	\$ 24,360.00
Hazel Blackman	Associate Attorney (2010)	June 2022 - September 2022	\$ 300.00	8.30	\$ 2,490.00
			TOTALS:	245.70	\$ 159,035.00

EXHIBIT C



Cornell v. Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility

Costs and Litigation Expenses

Date	Description	Amount (\$)
6/9/2022	Certified mailing - PAGA Letter	\$ 7.53
6/9/2022	PAGA - Initiation Fee	\$ 75.00
9/7/2022	Filing Fee: Class Action Case Filing	\$ 1,497.20
12/2/2022	Filing Fee: Proof of Service	\$ 7.26
2/23/2023	Filing Fee: Stipulation to Continue Initial Status Conference for 30-45 days; [Proposed] Order	\$ 33.72
2/24/2023	Filing Fee: Notice of Continued Initial Status Conference	\$ 13.12
4/4/2023	Filing Fee: Association of Attorney	\$ 13.12
4/14/2023	Filing Fee: Notice of Court Order re: Continuing Initial Status Conference and Setting Order to Show Cause Hearing	\$ 13.12
6/5/2023	Filing Fee: Joint Status Conference Report; Declaration of M. Lee Concerning OSC Re: Imposition of Suspended Sanctions Against All Counsel	\$ 13.10
3/27/2024	Mediation Fee: Louis Marlin, Esq.	\$ 4,500.00
5/13/2024	Filing Fee: Stipulation Re: Continuance; Proposed Order	\$ 86.95
9/17/2024	Filing Fee: Status Report	\$ 99.95
9/27/2024	Filing Fee: Notice of Hearing	\$ 59.95
10/17/2024	Berger Consulting (Class Data Analysis)	\$ 9,720.00
11/26/2024	Filing Fee: Joint Status Report	\$ 59.95
1/2/2025	Filing Fee: Notice of Case Reassignment	\$ 59.95
2/20/2025	Filing Fee: Joint Status Report	\$ 99.95
2/20/2025	Court Service - CCD Joint Status Report	\$ 175.00
3/5/2025	Case Anywhere System Access Fee	\$ 282.00
4/3/2025	Case Anywhere System Access Fee	\$ 90.00
4/25/2025	Filing Fee: Joint Status Report	\$ 59.95
5/2/2025	Case Anywhere System Access Fee	\$ 90.00
5/16/2025	Filing Fee: Joint Status Report	\$ 59.95
6/2/2025	Case Anywhere System Access Fee	\$ 90.00
6/17/2025	Filing Fee: Motion for Preliminary Approval of Class Action and PAGA Settlement; Decl ISO (3); Proposed Order	\$ 99.95
7/1/2025	Case Anywhere System Access Fee	\$ 156.00
8/4/2025	Case Anywhere System Access Fee	\$ 90.00
8/5/2025	Filing Fee: Notice of Remote Appearance; Order	\$ 59.95
8/29/2025	Filing Fee: Notice of Ruling	\$ 59.95
9/2/2025	Case Anywhere System Access Fee	\$ 120.00
10/1/2025	Case Anywhere System Access Fee	\$ 90.00
10/9/2025	Filing Fee: Stipulation and Order	\$ 86.95
11/3/2025	Case Anywhere System Access Fee	\$ 90.00
11/7/2025	Filing Fee: Supplemental Brief ISO Preliminary Approval; Supplemental Declaration	\$ 99.95
12/1/2025	Case Anywhere System Access Fee	\$ 90.00
1/2/2026	Case Anywhere System Access Fee	\$ 90.00
1/29/2026	Filing Fee: Notice of Court Order re Ruling	\$ 59.95
2/2/2026	Case Anywhere System Access Fee	\$ 90.00
2/3/2026	Court Docs Fee: Order re Preliminary Approval of Class Action Settlement	\$ 7.40
2/3/2026	Court Docs Fee: Minute Order	\$ 2.00
3/2/2026	Case Anywhere System Access Fee	\$ 90.00
4/1/2026	Case Anywhere System Access Fee	\$ 90.00
5/1/2026	Case Anywhere System Access Fee	\$ 90.00
Total Costs & Litigation Expenses:		\$ 18,768.87

EXHIBIT D

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to the within action; and my business address is 300 W. Glenoaks Boulevard, Suite 300, Glendale, California 91202.

On **June 30, 2026**, I served the document(s) described as

**DECLARATION OF S. SEAN SHAHABI, ESQ., IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; SERVICE
PAYMENT; REASONABLE ATTORNEY'S FEES AND COSTS**

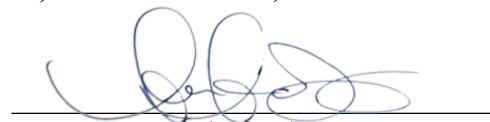
on the party (or parties) in this action by delivering a true copy (or copies) addressed as follows:

Kathleen Carter
Jeffrey Gillette
Milton Larry
Irena Sims
Stephanie Martinez
MESSNER REEVES LLP
650 Town Center Drive, Suite 700
Costa Mesa, CA 92626
kcarter@messner.com
jgillette@messner.com
MLarry@messner.com
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XXX BY ELECTRONIC MAIL: I caused to be served by electronic transmission (e-mail) to the parties and/or their attorneys of record stated above. The document(s) was/were transmitted by electronic transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **June 30, 2026** at Glendale, California.


Amber Adams