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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FERNEY PINTO SANTANDER an individual,
on behalf of himself and other current and
former employees,

Plaintiff,

vs.

JPMORGAN CHASE BANK, NA; and DOES
1 to 10, inclusive,

Defendant.

Case No. 22STCV27750

Assigned for all purposes to:
Hon. Daniel M. Crowley, Dept. 71

**JOINT STIPULATION OF PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: June 7, 2022

1 This Joint Stipulation of PAGA Representative Action Settlement and Release
2 (hereinafter “Settlement Agreement” or “Settlement”) is made and entered into by and between
3 the following parties: Plaintiff Ferney Pinto Santander (“Plaintiff”), both individually and as the
4 authorized proxy and agent for the State of California and the California Labor and Workforce
5 Development Agency (“LWDA”) on behalf of all other allegedly aggrieved employees and
6 Defendant JPMorgan Chase Bank, N.A. (“Defendant”) (Plaintiff and Defendant are hereinafter
7 collectively referred to as the “Parties”) through the Parties’ respective counsel of record. This
8 Settlement Agreement is subject to the terms and conditions set forth below and to the approval
9 of the Court. This Settlement Agreement supersedes any and all prior memoranda of
10 understanding and accurately sets forth the Parties’ PAGA representative action settlement in the
11 total amount of Two Million and Eight Hundred Thousand Dollars (\$2,800,000) to resolve all
12 claims, as detailed below.

13 **I. DEFINITIONS**

14 1. “Action” means the action entitled “*Santander v. JPMorgan Chase Bank, N.A.*,”
15 Case No. 22STCV27750, filed in the Superior Court of California in and for the County of Los
16 Angeles.

17 2. “Applicable Pay Periods” means, as reflected on Defendant’s internal records, all
18 pay periods worked for Defendant by a Representative Action Member while employed in
19 California during the Covered Period. Any pay period during which the Representative Action
20 Member worked any amount of time in a covered position will be counted as an Applicable Pay
21 Period.

22 3. “Approval Hearing” means the hearing on the Motion for Settlement Approval and
23 Judgment.

24 4. “Court” means the Superior Court of California in and for the County of Los
25 Angeles, which presides over the Action.

26 5. “Covered Period” means the period between June 21, 2021, through the Date of
27 Court Approval.
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2 6. “Date of Court Approval” means the date the Court approves this Settlement
3 Agreement, and enters the Order Granting Settlement Approval and Judgment to that effect.

4 7. “Defendant’s Counsel” means Morgan, Lewis & Bockius LLP.

5 8. “Estimated Covered PAGA Pay Periods” means the estimated total of 670,802
6 Covered PAGA Pay Periods at issue between June 21, 2021, and April 15, 2024, provided by
7 Defendant in connection with the execution of the Parties’ Memorandum of Understanding.

8 9. “Individual Settlement Amount” means the final gross amount to be paid to any
9 Representative Action Member under this Agreement.

10 10. “Maximum Settlement Amount” the sum of Two Million and Eight Hundred
11 Thousand Dollars (\$2,800,000), which represents the maximum amount payable in this
12 Settlement by Defendant, and includes all attorneys’ fees, litigation costs and expenses,
13 settlement administration fees, the Service Enhancement to the Plaintiff, and all settlement
14 payments to the LWDA and the Representative Action Members.

15 11. “Motion for Settlement Approval and Judgment” means the motion, prepared by
16 Representative Counsel and reviewed by Defendant, and supporting papers, including this
17 Settlement Agreement and a proposed Order Granting Settlement Approval and Judgment
18 consistent with the terms of this Settlement. Concurrently with this motion, Representative
19 Counsel may also seek court approval for payment of a Service Enhancement to the Plaintiff and
20 apply for an award of attorneys’ fees and reimbursement of out-of-pocket litigation costs and
21 expenses, as to which, so long as they are consistent with the terms of this Settlement Agreement,
22 Defendant will take no position.

23 12. “Net Settlement Amount” equals the Maximum Settlement Amount less
24 Representative Counsel’s attorneys’ fees, litigation costs and expenses, the Service Enhancement,
25 and settlement administration fees.

26 13. “Order Granting Settlement Approval and Judgment” means the Order entered by
27 the Court in the Action following the filing of the Motion for Settlement Approval and Judgment
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1 and the Approval Hearing, *inter alia*: (1) approving the terms and conditions of this Settlement
2 Agreement, including the payments and the release of claims as set forth herein; (2) approving the
3 amount of attorneys' fees and litigation costs to be awarded to Representative Counsel, the
4 Settlement Administration Expenses and the Service Enhancement to be awarded from the
5 Maximum Settlement Amount; and (3) entering judgment in the Action pursuant to and
6 consistent with the terms and conditions of this Settlement Agreement.

7 14. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
8 California Labor Code §§ 2698 et seq.

9 15. "Representative Action Member(s)" means all non-exempt employees employed
10 by Defendant in California during the period of June 21, 2021, through Date of Court Approval.

11 16. "Representative Counsel" means the law firms of Bradley/Grombacher, LLP and
12 Majarian Law Group APC.

13 17. "Service Enhancement" means the incentive payment paid to Plaintiff in an
14 amount not to exceed \$15,000 for his effort and work in prosecuting the Action.

15 18. "Settlement Administration Expenses" are those expenses and costs incurred by
16 the Settlement Administrator in effectuating the Settlement and approved by the Court in an
17 amount estimated to be \$40,000.

18 19. "Settlement Administrator" means ILYM Group, Inc. ("ILYM").

19 20. "Settlement Effective Date" means, after the Order Granting Settlement Approval
20 and Judgment has been entered by the Court in the Action, the latter of the following dates: (a) if
21 an appeal, review, or writ is not sought from the Order Granting Settlement Approval and
22 Judgment (with the sole and limited exception of an appeal by Representative Counsel of only
23 and exclusively that portion of the Order Granting Settlement Approval and Judgment reducing
24 its requested attorneys' fees and litigation costs), the 61st day after service of notice of entry of
25 the Order Granting Settlement Approval and Judgment (unless the 61st day falls on a weekend or
26 holiday, in which case it will be the first business day thereafter); or (b) if an appeal, writ, or
27 review is sought from the Order Granting Settlement Approval and Judgment, the day after the
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1 Order Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is
2 dismissed or denied, and the Order Granting Settlement Approval and Judgment is no longer
3 subject to further judicial review.

4 21. "Settling Defendants" means Defendant JPMorgan Chase Bank, N.A., its
5 affiliates, divisions, subsidiaries, parents (including, without limitation, JPMorgan Chase & Co.),
6 predecessors, any merged entity or merged entities and/or its or their present and former officers,
7 partners, directors, employees, agents, shareholders and/or successors, assigns, trustees, heirs,
8 administrators, executors, representatives and/or principals thereof.

9 **II. LITIGATION BACKGROUND**

10 22. On or about June 7, 2022, Plaintiff served the LWDA by electronic submission
11 with a PAGA notice letter which stated that Plaintiff intended to seek civil penalties against
12 Defendant for alleged violations of Labor Code Sections 200, 204, 203, 226, 227.3, 246, 248,
13 221, 223, 226, 510, 1174, 1182.11, 1182.12, 1197, 1194, 1198, and 2802 for failure to pay
14 overtime wages, failure to pay all wages and minimum wages, failure to provide compliant meal
15 periods, failure to provide complaint wage statements, failure to provide sick pay at the correct
16 regular rate, failure to pay vacation pay at the correct regular rate, failure to provide COVID-19
17 supplemental paid sick leave at the correct regular rate, failure to timely pay all wages during
18 employment, failure to timely pay final wages upon termination, and failure to reimburse for
19 necessary business expenses.

20 23. After receiving no response from the LWDA within the required 65 days, Plaintiff
21 filed this Action against Defendant in the Superior Court of California for the County of Los
22 Angeles on August 25, 2022.

23 24. On February 23, 2023, Defendant filed a Motion to Compel Arbitration. On
24 August 31, 2023, following the California Supreme Court's decision in *Adolph v. Uber Tech.,*
25 *Inc.*, Defendant withdrew its motion.

26 25. On October 10, 2023, the Parties stipulated to stay the Action pending completion
27 of private mediation.

1 26. On April 15, 2024, counsel for the Parties participated in a mediation with
2 experienced mediator Michael E. Dickstein. With Mr. Dickstein's assistance, the Parties
3 negotiated a complete settlement of Plaintiff's claims. The settlement includes resolution of
4 Plaintiff's individual Labor Code claims and settlement of the PAGA on behalf of the state of
5 California and other Representative Action Members in this Settlement. The terms of the
6 settlement of Plaintiff's Action are now set forth in complete and final form in this Settlement.

7 27. Neither this Settlement, nor any final judgment pursuant to this Settlement, will
8 constitute an admission of any form of wrongdoing or liability on the part of Defendant or the
9 accuracy of any allegation raised in the Action. This Settlement is entered into in compromise of
10 disputed claims. Plaintiff and Defendant intend, by their actions pursuant to this Settlement,
11 merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any
12 related court documents or orders may not be cited or otherwise admitted as evidence of liability.
13 There has been no final determination by any Court as to the merits of the Action.

14 28. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
15 discharge all disputes and claims against the Settling Defendants arising from or related to the
16 Action.

17 29. It is the intention of the Parties that this Settlement Agreement will constitute a full
18 and complete settlement and release of the claims averred in the Action by the Plaintiff, as the
19 authorized proxy and agent of the State of California and the LWDA on behalf of all
20 Representative Action Members pursuant to PAGA. This release includes in its effect a release
21 of all the Settling Defendants.

22 **III. JURISDICTION AND VENUE**

23 30. This Court has jurisdiction over the Parties and the subject matter of this
24 Settlement. This Court will have continuing jurisdiction over the terms and conditions of this
25 Settlement Agreement, until all payments and obligations provided for herein have been fully
26 executed.

1 **IV. TERMS OF SETTLEMENT**

2 31. NOW, THEREFORE, in consideration of the mutual covenants, promises, and
3 undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

4 **A. Non-Admission of Liability**

5 32. Nothing in this Settlement Agreement, or any communications, papers, or orders
6 related to this Settlement Agreement, will be construed to be or deemed an admission by Settling
7 Defendants of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the
8 Representative Action Members, or any other person, and the Settling Defendants specifically
9 disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the
10 Representative Action Members, or any other person. Each of the Parties has entered into this
11 Settlement Agreement with the intention to avoid further disputes and litigation with the attendant
12 inconvenience, expenses, and contingencies, including in the Action. This Settlement Agreement
13 and any communications, papers, or orders related to the Settlement Agreement may not be cited
14 or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has
15 been no final determination by any Court as to the merits of the claims asserted by Plaintiff
16 against Defendant. Furthermore, nothing in this Settlement Agreement will be considered any
17 form of waiver of any Settling Defendant's alternative dispute resolution provisions or any other
18 applicable alternative dispute resolution policy, and Settling Defendants expressly do not waive
19 any right to enforce arbitration agreements and class, collective, and representative action waivers
20 in any other circumstance.

21 **B. Non-Approval By The Court**

22 33. In the event that this Settlement Agreement is not approved by the Court, fails to
23 become effective, is reversed, withdrawn or materially modified by the Court:

24 (a) The Settlement Agreement will have no force or effect, other than the
25 confidentiality and non-disclosure provisions in Section XI and the non-admission
26 provisions in Paragraph 32;

(b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

(c) None of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiff's claims; and

(d) Defendant does not waive, and instead expressly reserves its rights to challenge the propriety of the Action proceeding as a representative action.

C. Settlement Payments

34. Defendant agrees to pay a Maximum Settlement Amount of Two Million and Eight Hundred Thousand Dollars (\$2,800,000), inclusive of (a) all PAGA penalty settlement payments to the LWDA and Representative Action Members; (b) any award of attorneys' fees and out-of-pocket litigation costs and expenses to Representative Counsel; (c) any award of a Service Enhancement; and (d) Settlement Administration Expenses. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

(a) From the Maximum Settlement Amount, Representative Counsel may seek from the Court attorneys' fees up to \$980,000.00, and actual litigation costs and expenses up to \$25,000.00, for serving as Representative Counsel. Defendant will not object and takes no position on Plaintiff's request for fees and costs provided it does not exceed these amounts.

(b) From the Maximum Settlement Amount, Representative Counsel may seek from the Court a Service Enhancement not to exceed \$15,000, which Defendant will not oppose provided it does not exceed this amount.

(c) From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount currently estimated at \$40,000.

(d) From the Net Settlement Amount:

- (i) Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA as its share of the Settlement attributable to PAGA penalties.
- (ii) The remaining twenty-five percent (25%) of the Net Settlement Amount will be distributed as Individual Settlement Amounts to the Representative Action Members.
- (iii) The Individual Settlement Amount for each Representative Action Member will be determined by multiplying the individual percentage of total Applicable Pay Periods worked by that Representative Action Member by the 25% of the Net Settlement Amount allocated to all Representative Action Members. The number of Applicable Pay Periods will be provided to the Settlement Administrator by Defendant based on its employment records.
- (e) If the Court approves a lesser amount of attorney's fees and litigation costs, the Service Enhancement, or Settlement Administrator Expenses than those sought by Plaintiff and Representative Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount, except if Plaintiff appeals an order approving a lesser amount of the requested attorney's fees and litigation costs, the Service Enhancement, or Settlement Administrator Expenses, then any amount not approved after resolution of the appeal will be distributed by *cy pres* to Legal Aid at Work (amounts to be earmarked for legal aid clinics and educational functions), subject to court approval. In the event that Plaintiff appeals the Court's award of a lesser amount of attorney's fees and litigation costs, the Service Enhancement, or Settlement Administrator Expenses than those sought by Plaintiff and Representative Counsel, the Settlement Administrator should hold the entire distribution of settlement funds in trust until the appeal is fully resolved.

1 (f) The Settlement Administrator will disburse monies from the Net
2 Settlement Amount as and when authorized in this Settlement Agreement and by
3 order of the Court, will file and issue any necessary tax reporting documents, and
4 will inform the Parties and (as required) the Court of its fulfillment of the duties
5 imposed by this Settlement Agreement.

6 (g) The Settlement Administrator will issue settlement checks to the LWDA
7 and Representative Action Members under this Settlement Agreement, as well as
8 the Service Enhancement to the Plaintiff and attorneys' fees and expenses awarded
9 to Representative Counsel, by sending such payments by mail or other reliable
10 means to the respective recipients as specified below.

11 **D. Estimated Covered PAGA Pay Periods**

12 35. In connection with the Parties' execution of the Memorandum of Understanding,
13 Defendant has provided to Plaintiff the number of Estimated Covered PAGA Pay Periods. If the
14 data reported to the Settlement Administrator for the relevant period ending April 15, 2024
15 reflects an increase of more than 10% of the 670,802 approximation, Defendant shall have the
16 option to: (a) increase the Maximum Settlement Amount in proportion to the increase in Covered
17 PAGA Pay Periods worked by Representative Action Members above 5% (704,343) (i.e., if there
18 is a 12% increase in Covered PAGA Pay Periods, Defendant would increase the Maximum
19 Settlement Amount by 7%) or (b) limit the end date of the Covered Period appropriately so that
20 the cumulative Covered PAGA Pay Periods do not exceed 737,883, or (c) withdraw from the
21 Settlement Agreement.

22 **E. Released Claims**

23 36. Upon the Settlement Effective Date, Plaintiff individually, and the State of
24 California, the LWDA, and all Representative Action Members, through Plaintiff acting as the
25 proxy and agent for the State of California and the LWDA and as a Private Attorney General
26 acting on behalf of all Representative Action Members, will be deemed to have fully, finally, and
27 forever released the Settling Defendants from all Released Claims as set forth in Section VII.A.

1 Plaintiff will also release the Settling Defendants as set forth in the General Release in Section
2 VII.B.

3 **F. Motion for Settlement Approval and Entry of Judgment**

4 37. Plaintiff will file a Motion for Settlement Approval and Judgment with the Court.
5 At the Approval Hearing, Plaintiff will request that the Court, among other things, enter an Order
6 Granting Settlement Approval and Judgment in accordance with the terms of this Settlement
7 Agreement. Concurrent with filing the Motion for Settlement Approval and Judgment, Plaintiff
8 will submit that Motion and any supporting papers, including a copy of this Settlement
9 Agreement, to the LWDA pursuant to Labor Code § 2699(l)(2).

10 **G. Waiver of Appeal**

11 38. The parties expressly acknowledge and agree that approval of this Settlement
12 Agreement, through the Order Granting Settlement Approval and Judgment, effectuates the
13 Releases set forth in Section VII, the Released Claims, and dismisses the Action with prejudice.
14 Upon the Settlement Effective Date, Plaintiff, Defendant, and their counsel expressly agree to
15 hereby waive and extinguish their right to appeal any order or judgment in the Action, and the
16 judgment entered in the Action will be final, with the sole and limited exception that Plaintiff and
17 Representative Counsel may appeal only and exclusively that portion of the Order Granting
18 Settlement Approval and Judgment, if any, which reduces the requested attorneys' fees and costs.

19 **H. No Right to Exclusion or Objections by Representative Action Members**

20 39. Because this settlement resolves claims and actions brought pursuant to PAGA by
21 Plaintiff acting as a proxy and as a Private Attorney General of and for the State of California and
22 the LWDA, the Parties agree that no Representative Action Member has the right to exclude
23 himself or herself from the Settlement. Representative Action Members will be bound by the
24 terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or
25 she cashes any Individual Settlement Amount payment received as a result of this Settlement.
26 The Parties also agree that no Representative Action Member has the right to opt out of the
27 Settlement Agreement, or object to the terms of the Settlement Agreement.

1 **V. SETTLEMENT ADMINISTRATION**

2 **A. Settlement Administrator Duties**

3 40. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator
4 will be responsible for and the Maximum Settlement Amount will cover: (a) calculating and
5 determining the LWDA's 75% share of the Net Settlement Amount, and preparing and mailing
6 that payment to the LWDA; (b) preparing a list of all Representative Action Members, calculating
7 the Individual Settlement Amounts due to each Representative Action Member from the
8 remaining 25% share of the Net Settlement Amount, and issuing and mailing checks payable to
9 said Representative Action Members, including taking appropriate steps to trace, update and
10 locate any Representative Action Members whose address or contact information as provided to
11 the Settlement Administrator is inaccurate or outdated; (c) maintaining the Maximum Settlement
12 Amount account in an interest-bearing account at a federally insured banking institution, as
13 discussed below; (d) preparing and mailing the amount of attorneys' fees and litigation costs
14 awarded to Representative Counsel from the Gross Settlement Amount; (e) preparing and mailing
15 the Service Enhancement awarded to Plaintiff from the Gross Settlement Amount; (f) reporting to
16 Defendant's Counsel, Representative Counsel, and, if necessary, the Court regarding the
17 completion of the tasks identified in this paragraph; (g) carrying out other related tasks including
18 the proper maintenance of undisbursed Net Settlement Amounts or uncashed checks in an interest
19 bearing account and reporting required for that account; and (h) filing and issuing any necessary
20 tax reporting documents, in accordance with the terms of this Settlement Agreement.

21 41. All disputes relating to the Settlement Administrator's ability and need to perform
22 its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over
23 the terms and conditions of this Settlement Agreement, pursuant to California Code of Civil
24 Procedure § 664.6, until all payments and obligations contemplated by the Settlement Agreement
25 have been fully executed.

1 **B. Qualified Settlement Fund**

2 42. The Settlement Administrator will create a Qualified Settlement Fund (“QSF”), to
3 be funded by the Maximum Settlement Amount paid by Defendant and administered by the
4 Settlement Administrator. Should the Settlement Effective Date never occur for any reason
5 whatsoever, the entire amount of the Maximum Settlement Amount will revert to Defendant
6 along with any accrued interest. Should the Settlement Effective Date occur, any interest earned
7 on the Maximum Settlement Amount will inure to the benefit of the LWDA and the
8 Representative Action Members, and will be treated as part of the Net Settlement Amount.

9 43. The Settlement Administrator will not distribute any money from the QSF until the
10 Settlement Effective Date has occurred, and each condition in this Settlement Agreement has
11 been satisfied.

12 **C. Calculating and Issuing Payments**

13 44. When and if the Court enters the Order Granting Settlement Approval and
14 Judgment, and the Settlement Effective Date as defined herein has passed, the Settlement
15 Administrator will be responsible for (a) preparing a list of all Representative Action Members,
16 calculating the Individual Settlement Amounts due to each Representative Action Member, and
17 issuing and mailing checks payable to said Representative Action Members; (b) issuing and
18 mailing a check to the LWDA for its 75% share of the Net Settlement Amount as penalties
19 pursuant to PAGA; (c) issuing and mailing a check to Plaintiff for the Service Enhancement
20 awarded by the Court; (d) issuing a check or wire to Representative Counsel for any attorneys’
21 fees and out-of-pocket litigation expenses awarded by the Court; and (e) distributing any
22 undelivered and/or uncashed settlement amounts following the deadline for cashing settlement
23 checks by *cy pres* to Legal Aid at Work (amounts to be earmarked for legal aid clinics and
24 educational functions).

25 45. Prior to mailing the Individual Settlement Amount payments to Representative
26 Action Members, the Settlement Administrator will update the addresses for the Representative
27 Action Members using the National Change of Address database and other available resources
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1 deemed suitable by the Settlement Administrator. Any returned envelopes from the initial
2 mailing with forwarding addresses will be used by the Settlement Administrator to locate
3 Representative Action Members and re-mail the Individual Settlement Amount payments to the
4 correct or updated address. The Settlement Administrator will use appropriate tracing methods,
5 including skip tracing, to ensure that the Individual Settlement Amount payments are received by
6 Representative Action Members. The Settlement Administrator will also take reasonable steps,
7 including skip tracing, to locate any Representative Action Member whose Individual Settlement
8 Amount payments are returned as undeliverable.

9 46. The Individual Settlement Amount payments mailed to each Representative Action
10 Member will include the notice letter attached to this Settlement Agreement as **Exhibit A** and
11 will provide a payment of each Representative Action Member's pro rata share from the 25% of
12 the Net Settlement Amount allocated to Representative Action Members.

13 47. All settlement payments, including any payment to the LWDA and any Individual
14 Settlement Amount Payments, and any Service Enhancements approved by the Court, will be
15 treated as civil penalties under PAGA, and will be reported on an IRS 1099 without withholdings.
16 The Plaintiff, Representative Participants, and Representative Action Members will be
17 exclusively liable for any and all tax liability, if any. All Parties represent that they have not
18 received, and will not rely on, advice or representations from other Parties or their agents or
19 attorneys regarding the tax treatment of payments under federal, state, or local law.

20 **D. Settlement Administration Expenses**

21 48. All Settlement Administration Expenses will come out of the Maximum
22 Settlement Amount. If the actual Settlement Administration Expenses are less than the amount
23 approved by the Court, those funds will be added to the Net Settlement Amount.

24 **VI. DISTRIBUTION OF NET SETTLEMENT AMOUNT**

25 **A. Process and Deadlines**

26 49. Within thirty (30) calendar days after the Date of Court Approval, Defendant will
27 provide information in an electronic format regarding all Representative Action Members,
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1 including name(s), last known residence addresses, Social Security numbers, and all Applicable
2 Pay Periods worked, to the Settlement Administrator only. Representative Action Member data
3 will only be used by the Settlement Administrator for the purpose of calculating settlement shares
4 and finding and paying Representative Action Members their portion of the Net Settlement
5 Amount. Data for Representative Action Members will be kept confidential by the Settlement
6 Administrator, and will not be disclosed to Plaintiff, Representative Counsel, the LWDA, or any
7 other Representative Action Member without the written consent of Defendant. The Settlement
8 Administrator will sign an administrator confidentiality agreement to memorialize this obligation.

9 50. Within thirty (30) calendar days after the Date of Court Approval, Defendant will
10 also provide payment of the Maximum Settlement Amount to the Settlement Administrator to
11 fund the QSF to be created by the Settlement Administrator.

12 51. Within ten (10) calendar days after receiving the data from Defendant specified in
13 Paragraph 49, the Settlement Administrator will calculate the Net Settlement Amount and will
14 make the calculation of payments from the Net Settlement Amount to be distributed to the
15 LWDA (representing its 75% share under PAGA of the Net Settlement Amount) and to each of
16 the Representative Action Members (representing, in the aggregate, their 25% share under PAGA
17 of the Net Settlement Amount). Upon completion of its calculation of payments, and at least 5
18 days prior to the distribution of payments to the LWDA and Representative Action Members
19 from the Net Settlement Amount, the Settlement Administrator will provide Defendant's Counsel
20 with a report listing the amount of all payments to be made to the LWDA and to each
21 Representative Action Member from the Net Settlement Amount. At the same time the
22 Settlement Administrator provides the report to Defendant's Counsel as set forth in this
23 paragraph, the Settlement Administrator shall provide the same report to Representative Counsel
24 except that the Representative Action Member's names will be redacted.

25 52. Within fifteen (15) calendar days after the Settlement Effective Date, the
26 Settlement Administrator will distribute and pay Individual Settlement Amount checks to all
27 Representative Action Members, issue a Settlement check to the LWDA for its payment of
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1 PAGA penalties, pay Plaintiff the Service Enhancement, and pay Representative Counsel any
2 awarded attorney's fees and costs.

3 **B. Uncashed Settlement Checks**

4 53. Representative Action Members who are sent Individual Settlement Amount
5 payments will have 120 calendar days after mailing by the Settlement Administrator to cash their
6 settlement checks and will be so advised of such deadline. If Representative Action Members do
7 not cash their checks within that period, those checks will become void and the unclaimed
8 settlement payment amounts will be distributed by *cy pres* to Legal Aid at Work (amounts to be
9 earmarked for legal aid clinics and educational functions), or other non-profit organization subject
10 to court approval.

11 **VII. RELEASE OF CLAIMS**

12 **A. Release of Claims by Plaintiff, the LWDA, and All Representative Action**
13 **Members**

14 54. Upon the Date of Court Approval, Plaintiff, in his individual capacity and as proxy
15 and private attorney general for the State of California, the LWDA, and Representative Action
16 Members fully and forever releases and discharges the Settling Defendants from all claims,
17 demands, rights, obligations, liabilities, actions, and causes of action (including attorneys' fees
18 and costs) for PAGA civil penalties under the California Labor Code, Industrial Welfare
19 Commission Wage Orders, regulations, and/or any other provisions of law for alleged violations
20 of California Labor Code Sections 200, 204, 203, 226, 227.3, 246, 248, 221, 223, 226, 510, 1174,
21 1182.11, 1182.12, 1197, 1194, 1198, and 2802, with respect to Representative Action Members
22 during the period from June 21, 2021 through the Date of Court Approval ("Released Claims").
23 The Released Claims include, but are not limited to, any claim under PAGA for penalties, or
24 other remedies or relief available pursuant to the PAGA, that has been pled or could have been
25 pled in the Complaint or PAGA Letter in this Action based on the allegations, claims and facts
26 alleged and/or involves the same primary rights as those placed at issue in the Complaint and/or
27 Plaintiff's June 7, 2022 LWDA PAGA Notice Letter. The Parties agree that this Settlement
28 Agreement is conditioned upon this release of all Released Claims, both by Plaintiff individually,

1 and by the State of California, the LWDA, and all Representative Action Members through
2 Plaintiff acting on behalf of, and as private attorney general for, the State of California and the
3 LWDA. Upon the Settlement Effective Date, Plaintiff, the LWDA, and each and every
4 Representative Action Member will be bound by the terms of this Settlement Agreement and will
5 have recourse exclusively to the benefits, rights, and remedies provided hereunder.

6 55. The Parties further understand and agree that this Settlement Agreement, in
7 conjunction with the Order Granting Settlement Approval and Judgment, prohibits and enjoins
8 any Representative Action Member (including Plaintiff) from bringing against the Settling
9 Defendants any of the Released Claims (including Plaintiff's unknown Released Claims) through
10 and including the Date of Court Approval. Upon the Settlement Effective Date, Plaintiff, on
11 behalf of himself and on behalf of the LWDA and each and every Representative Action
12 Member, will be deemed to have, and by operation of the Order Approving Settlement
13 Agreement and Judgment entered by the Court will have fully, finally, and forever released,
14 relinquished, and discharged each and all of the Settling Defendants from any and all Released
15 Claims (including unknown Released Claims) through the Date of Court Approval.

16 56. Plaintiff agrees that this Settlement Agreement is further conditioned upon his
17 individual covenant not to participate in any further proceedings seeking damages, penalties, or
18 other remedies for any Released Claims. Plaintiff agrees that the Settlement is fair and
19 reasonable and will participate in the settlement.

20 **B. General Release by Plaintiff**

21 57. For and in accepting the consideration of the Service Enhancement awarded,
22 Plaintiff will further make a general release (the "General Release") on behalf of himself and his
23 heirs, executors, administrators, representatives, successors and assigns, of Settling Defendants,
24 to the full extent permitted by law, of and from any and all claims, actions, causes of action,
25 lawsuits, attorneys' fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills,
26 specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges,
27 complaints and demands whatsoever, whether in law or equity, known and unknown, asserted and
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1 unasserted, which against the Settling Defendants, Plaintiff (and his heirs, executors,
2 administrators, representatives, successors and assigns) may now have or hereafter later
3 determines that he has or had upon or as of the Date of Court Approval, including, but not limited
4 to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act,
5 the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act
6 of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, including, but not limited to, breach of fiduciary
7 duty and equitable claims arising under § 1132(a)(3) (“ERISA”), the Worker Adjustment and
8 Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational
9 Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967, as amended by
10 the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991,
11 including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent
12 permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to
13 background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer
14 Protection Act, the California Family Rights Act (“CFRA”), California’s PAGA, Cal. Bus. and
15 Prof. Code § 17200 *et seq.* (“UCL”), the California Labor Code and the Industrial Welfare
16 Commission Wage Orders, the California Fair Employment and Housing Act, and/or any other
17 federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute,
18 regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim
19 related to whistleblowers or retaliation under such laws, or any claim of breach of any contract
20 (whether express, oral, written or implied from any source), or any claim of intentional or
21 negligent infliction of emotional distress, tortious interference with contractual relations,
22 wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence,
23 loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action
24 similar thereto against Releasees, including any claim for attorneys’ fees, expenses or costs based
25 upon any conduct from the beginning of the world up to and including the date of this General
26 Release; provided, however, that Plaintiff does not waive any right to file an administrative
27 charge with the Equal Employment Opportunity Commission (“EEOC”) or the National Labor
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1 Relations Board (“NLRB”), subject to the confidentiality provisions of the Settlement Agreement,
2 and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary
3 award, recovery or settlement therefrom and understand that such limitation does not in any way
4 restrict his ability to file and pursue such charge consistent with the confidentiality obligations set
5 forth in this Settlement Agreement; and further provided, however, that Plaintiff does not waive
6 any rights with respect to, or release Settling Defendants from, any claims for California
7 Workers’ Compensation benefits, unemployment insurance or indemnification provided by state
8 law (except that Plaintiff hereby releases and waives any claims that his termination was to avoid
9 payment of such benefits or payments or that, as a result of his termination, he is entitled to
10 additional benefits or payments); and further provided, however, that Plaintiff does not release
11 any claim that cannot be released by private contract or for breach of the terms of the Settlement
12 Agreement, subject to the confidentiality obligations in Section XI below; and further provided
13 that, if any claim is not subject to release, to the extent permitted by law, Plaintiff waives any
14 right or ability to be a class or collective action representative or to otherwise participate in any
15 putative or certified class, collective, or multiparty action or proceeding based on such a claim in
16 which Defendant or any of the other Settling Defendants is a party.

17 58. Thus, for the purpose of implementing a full and complete release and discharge of
18 the Defendant, Plaintiff expressly acknowledges that this General Release is intended to include
19 in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in
20 Plaintiff’s favor at the time of execution hereof, and that this General Release contemplates the
21 extinguishment of any such claim or claims.

22 59. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges
23 that Plaintiff or his attorneys may hereafter discover claims or facts in addition to, or different
24 from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally
25 and forever settle and release any and all claims, known or unknown, suspected or unsuspected,
26 which exist or may exist on his behalf against Defendant at the time of execution of the
27 Settlement Agreement, including, but not limited to, any and all claims relating to or arising from
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1 Plaintiff's employment with Defendant or the cessation of that employment. Plaintiff and
2 Defendant further acknowledge, understand and agree that this representation and commitment is
3 essential to each Party and that this Settlement Agreement would not have been entered into were
4 it not for this representation and commitment.

5 60. It is further understood and agreed that as a condition of this General Release, and
6 to effect a full and complete general release as described above, Plaintiff hereby expressly waives
7 and relinquishes any and all claims, rights or benefits that he may have under California Civil
8 Code Section 1542, which provides as follows:

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

13 61. Plaintiff warrants that he has read this Settlement Agreement, including the waiver
14 of California Civil Code section 1542, and that he has consulted with or had the opportunity to
15 consult with counsel of his choosing and specifically about the waiver of section 1542, that he
16 understands this Settlement Agreement and the section 1542 waiver, and that he freely and
17 knowingly enters into this Settlement Agreement, this general release, and the section 1542
18 waiver.

19 62. Plaintiff further agrees that, unless required to do so by law, he will not testify,
20 provide documents, or otherwise participate, or request others to participate on his behalf, in any
21 proceeding or litigation that is related to any conduct by any Releasee as of the date of this
22 Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will
23 prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an
24 investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the
25 Securities and Exchange Commission ("SEC") or any other federal regulatory or law enforcement
26 agency or self-regulatory organization ("SRO"); (ii) testifying, participating, or otherwise
27 assisting in a proceeding relating to an alleged violation of any federal law relating to fraud or any
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1 rule or regulation of the SEC or any SRO; or (iii) complying with a lawful subpoena or other
2 legal process, subject to the terms of the Settlement Agreement.

3 63. If any of the provisions, terms, clauses, waivers or releases of claims and rights
4 contained in this General Release are declared illegal, unenforceable, or ineffective in a legal
5 forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or
6 rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the
7 parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights
8 will be deemed severable, such that all other provisions, terms, clauses and waivers and releases
9 of claims and rights contained in this General Release will remain valid and binding upon both
10 parties, provided, however, that, notwithstanding any other provision of this General Release, if
11 any portion of the waiver or release of claims or rights is held to be unenforceable, Defendant
12 may, at its option, seek modification or severance of such portion, or terminate the Settlement
13 Agreement pursuant to Section X.

14 64. Plaintiff will certify that he has returned all of Defendant's property in his or his
15 attorney(s)' possession, custody or control, including without limitation, proprietary or
16 confidential information, equipment, telephones, credit cards, keys, pagers, tangible proprietary
17 information, documents, computers and computer discs, personal data assistants, files and data,
18 which he prepared or obtained during the course of his employment.

19 **VIII. DUTIES OF THE PARTIES**

20 65. Representative Counsel, subject to Defendant's approval, will submit this
21 Settlement Agreement to the Court together with the Motion for Settlement Approval and
22 Judgment and a proposed Order Granting Settlement Approval and Judgment. At least seven (7)
23 calendar days before submission to the Court, Plaintiff will provide a draft of the Motion for
24 Settlement Approval and Judgment and supporting papers to Defendant for its review and
25 comment. Representative counsel agrees to consider all comments in good faith. Concurrent
26 with filing the Motion for Settlement Approval and Judgment with the Court, Plaintiff will submit
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1 the Motion and any supporting papers, including a copy of this Settlement Agreement, to the
2 LWDA pursuant to Labor Code § 2699(l)(2).

3 66. Following entry of the Court's Order Granting Settlement Approval and Judgment,
4 the Parties will each act to assure its timely execution and the fulfillment of all provisions in that
5 Order and in this Settlement Agreement, including but not limited to the following:

6 (a) Within ten (10) calendar days after the Date of Court Approval,
7 Representative Counsel will submit a copy of the Order Granting Settlement
8 Approval and Judgment to the LWDA pursuant to Labor Code § 2699(l)(3).

9 (b) Within thirty (30) calendar days after the Date of Court Approval,
10 Defendant will provide to the Settlement Administrator: (1) payment of the
11 Maximum Settlement Amount to fund the QSF, and (2) the Representative Action
12 Membership list and identification and contact information specified in Paragraph
13 49 above. Defendant will submit this information in electronic format as specified
14 by the Settlement Administrator and will thereafter assist the Settlement
15 Administrator as necessary or as requested to use, correct, or update this
16 information in order to enable the Settlement Administrator to locate and contact
17 Representative Action Members.

18 (c) Upon entry of the Order Granting Settlement Approval and Judgment, all
19 Parties will waive their right to appeal the judgment and all other court orders in
20 the Action, with the sole and limited exception that Plaintiff and Representative
21 Counsel reserve the right to appeal only and exclusively any reduction by the
22 Court of the amounts requested for Representative Counsel's attorneys' fees and
23 costs.

24 (d) Representative Counsel and Defendant's Counsel will assist the Settlement
25 Administrator as needed or requested in the process of identifying and locating
26 Representative Action Members entitled to payments from the Net Settlement
27 Amount and assuring delivery of such payments.

(e) Representative Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amount of the Net Settlement Amount for any uncashed checks by *cy pres* to Legal Aid at Work (amounts to be earmarked for legal aid clinics and educational functions).

IX. SETTLEMENT APPROVAL PROCEDURES AND TIMELINE FOR COMPLETION OF SETTLEMENT

67. This Settlement Agreement will become final and effective only upon the occurrence of all of the following events:

- (a) Execution of this Settlement Agreement by the Parties and their respective counsel of record.
- (b) Submission of the Settlement Agreement to the Court for approval by Plaintiff's filing of the Motion for Settlement Approval and Judgment.
- (c) Concurrent with the filing of the Motion for Settlement Approval and Judgment, Plaintiff's submission of that Motion and supporting papers, including the Settlement Agreement, to the LWDA.
- (d) Entry by the Court of an Order Approving Settlement Approval and Judgment, which, among things, must:
 - (i) approve the Settlement and the release of claims set forth herein, adjudging the terms thereof to be fair, adequate, reasonable, and binding on Plaintiff, the LWDA, and all Representative Action Members through Plaintiff acting on behalf of, and as a private attorney general for, the State of California and the LWDA;
 - (ii) approve settlement administration services to be provided by the Settlement Administrator;

- (iii) permanently enjoin and prohibit Plaintiff, the LWDA, and all other Representative Action Members from pursuing and/or seeking to reopen claims that have been released by this Settlement;
- (iv) provide that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders; and
- (v) otherwise incorporate the terms of this Settlement Agreement.

68. The schedule for approval and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 10 calendar days after the Date of Court Approval	Representative Counsel to submit a copy of the Order Granting Settlement Approval and Judgment to the LWDA.
Within 30 calendar days after the Date of Court Approval	Defendant to (1) transfer the Maximum Settlement Amount to the Settlement Administrator who will deposit in a Settlement Administrator-established interest-bearing account at a federally insured banking institution; and (2) provide the Settlement Administrator the most recent names, last known residence addresses and telephone numbers, social security numbers for all Representative Action Members, as well as the number of Applicable Pay Periods in Representative Action Members during the Covered Period.
Within 10 calendar days after receipt of Representative Action Member data from Defendant	Settlement Administrator to make the calculation of payments from the Net Settlement Amount to be distributed to the LWDA and to the Representative Action Members and provide Defendant's Counsel with a report listing the amount of all payments to be made to the LWDA and to each Representative Action Member. Settlement Administrator to provide report to Representative Counsel except that Representative Action Members' names shall be redacted.
Settlement Effective Date	Following entry of the Order Granting Settlement Approval and Judgment, the latter of the following dates: (a) if an appeal, review, or writ is not sought from the Order Granting Settlement Approval

	and Judgment, the 61st day after service of notice of entry of the Order Granting Settlement Approval and Judgment (unless the 61st day falls on a weekend or holiday, in which case it will be the first business day thereafter); or (b) if an appeal, writ, or review is sought from the Order Granting Settlement Approval and Judgment, the day after the Order Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order Granting Settlement Approval and Judgment is no longer subject to further judicial review.
Within 10 calendar days after Settlement Effective Date	Settlement Administrator to complete any skip trace or other address searched for Representative Action Members, including updating any contact information.
Within 15 calendar days after the Settlement Effective Date	Settlement Administrator to distribute and pay Settlement checks to the LWDA and to all Representative Action Members from the Net Settlement Amount, pay the Plaintiff his Service Enhancement, and pay Representative Counsel the attorney's fees and costs approved and awarded by the Court.
120 calendar days after distribution of settlement checks	Expiration of Representative Action Members' settlement checks.
Within 150 calendar days after distribution	Settlement Administrator to calculate and pay any remaining amount from the Net Settlement Amount (due to expired settlement checks) by <i>cy pres</i> to Legal Aid at Work (amounts to be earmarked for legal aid clinics and educational functions).

X. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

69. Either Party has the right to withdraw from the Settlement at any time prior to the Settlement Effective Date if the Settlement is construed by the Court in such a fashion that is materially different from the express terms of this Settlement Agreement. Defendant may also withdraw from the Settlement if Plaintiff or his counsel materially breach the terms of this Settlement Agreement. However, the Parties and their counsel will cooperate with each other in good faith and use their best efforts to effect the implementation of the Settlement Agreement and receive approval from the Court as further discussed in Section XIII. In the event of either Party's withdrawal, that Party will pay the costs incurred by the Settlement Administrator.

1 70. If for any reason the Settlement Agreement is not approved, or either Party
2 withdraws from the Settlement as permitted herein, this Settlement Agreement and any related
3 settlement documents (including the Parties' memorandum of understanding) will be null and
4 void, other than the confidentiality and non-disclosure provisions in Section XI and the non-
5 admission provisions in Paragraph 32. In such an event, neither this Settlement Agreement, nor
6 the parties' memorandum of understanding, nor the settlement documents, nor the negotiations
7 leading to the Settlement, may be used as evidence for any purpose, and Defendant will retain the
8 right to challenge all claims and allegations in the Action and to assert all applicable defenses on
9 all applicable grounds.

10 71. Other than as specified above, this Settlement Agreement may not be changed,
11 altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved
12 by the Court. This Settlement Agreement may not be discharged except by performance in
13 accordance with its terms or by a writing signed by the Parties hereto.

14 **XI. CONFIDENTIALITY AND PUBLICITY**

15 72. Names of Representative Action Members and their allocation amounts will be
16 kept strictly confidential by the Settlement Administrator, who will not release such information
17 to Representative Counsel and will only file such information under seal if necessary.
18 Representative Counsel agrees that any information they receive or have received in connection
19 with this Settlement, may be used for the purposes of settling the Action only, and may not be
20 used for any purpose or in any other action or proceeding.

21 73. Plaintiff and Representative Counsel agree to keep this settlement strictly
22 confidential before the Motion for Settlement Approval and Judgment is filed with the Court.
23 Neither Plaintiff nor Representative Counsel, directly or indirectly, will issue a press release, hold
24 a press conference, or otherwise publicize the settlement, with the exception that Representative
25 Counsel may report such publicly available information in an adequacy of counsel declaration or
26 related court filing. Plaintiff and Representative Counsel agree not to respond to any press
27 inquiries concerning the settlement except to respond, if necessary, that the matter was resolved.

1 **XII. PARTIES' AUTHORITY**

2 74. The signatories hereby represent that they are fully authorized to enter into this
3 Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

4 **XIII. MUTUAL FULL COOPERATION**

5 75. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Settlement Agreement, including but not limited to, executing such documents and taking such
7 other action as may reasonably be necessary to implement the terms of this Settlement
8 Agreement. The Parties to this Settlement Agreement will use their best efforts, including all
9 efforts contemplated by this Settlement Agreement and any other efforts that may become
10 necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the
11 terms set forth herein. As soon as practicable after execution of this Settlement Agreement,
12 Representative Counsel will, with the assistance and cooperation of Defendant and Defendant's
13 counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

14 **XIV. NOTICES**

15 76. Unless otherwise specifically provided herein, all notices, demands or other
16 communications given hereunder will be in writing and will be deemed to have been duly given
17 as of the third business day after mailing by United States registered or certified mail, return
18 receipt requested, addressed as follows:

19 To Representative Counsel:

20 Marcus Bradley
21 BRADLEY/GROMBACHER, LLP
22 31365 Oak Crest Drive, Suite 240
23 Westlake Village, CA 91361
24 Tel: (805) 270-7100
25 Fax: (805) 618-2939
26 mbradley@bradleygrombacher.com

27 To Defendant's Counsel:

28 Carrie Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653
Tel: (714) 830.0600
Fax: (714) 830.0700

carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any party changes, or their address changes, that party will notify all other parties of said change in writing.

XV. MISCELLANEOUS PROVISIONS

A. Captions and Titles

77. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

78. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither party will be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

79. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party.

D. Governing Law

80. The rights and obligations of the parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

1 **E. No Impact on Benefit Plans**

2 81. Neither the Settlement Agreement nor any amounts paid under the Settlement
3 Agreement will modify any previously credited hours or service under any employee benefit plan,
4 policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for
5 additional contributions to, benefits under, or any other monetary entitlement under Defendant's
6 sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this
7 Settlement will not be applied retroactively, currently, or on a going forward basis, as salary,
8 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan,
9 policy, or bonus program. Defendant retains the right to modify the language of its benefit plans,
10 policies and bonus programs to effect this intent, and to make clear that any amounts paid
11 pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of
12 service," or any similar measuring term as defined by applicable plans, policies and bonus
13 programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
14 additional contributions or benefits are not required by this Settlement Agreement.

15 **F. Integration**

16 82. This Settlement Agreement contains the entire agreement between the Parties
17 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
18 agreements, understandings, representations, and statements, whether oral or written and whether
19 by a Party or such Party's legal counsel, are merged herein, with the express exception of the
20 Confidential Negotiated Settlement Agreement & General Release that the Parties have executed,
21 which the Parties intend to remain binding along with this Settlement Agreement following the
22 execution of both agreements. No rights hereunder may be waived except in writing.

23 **G. No Prior Assignments**

24 83. This Settlement Agreement will be binding upon and inure to the benefit of the
25 Parties hereto and their respective heirs, trustees, executors, administrators and successors. The
26 Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned,
27 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
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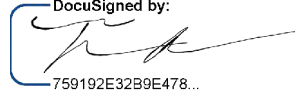
portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

XVI. COUNTERPARTS AND ELECTRONIC SIGNATURES

84. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

IN WITNESS THEREOF, each of the undersigned parties has entered into this Agreement on the dates shown below.

Dated: July 2, 2024

By 
759192E32B9E478...
Ferney Pinto Santander
PLAINTIFF

Dated: _____, 2024

By _____
JPMorgan Chase Bank, N.A.
DEFENDANT

Dated: July 2, 2024

BRADLEY/GROMBACHER LLP

By 
Marcus J. Bradley
Attorneys for Plaintiff
FERNEY PINTO SANTANDER

1 portion of any liability, claim, demand, action, cause of action or rights herein released and
2 discharged except as set forth herein.

3 **XVI. COUNTERPARTS AND ELECTRONIC SIGNATURES**

4 84. This Settlement Agreement may be executed in counterparts with signatures
5 transmitted by facsimile or as an electronic image (including DocuSign) of the original signature.
6 When each Party has signed and delivered at least one such counterpart, each counterpart will be
7 deemed an original, and, when taken together with other signed counterparts, will constitute one
8 Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile
9 signature or electronic image will have the same force and effect as the original signature.

10 IN WITNESS THEREOF, each of the undersigned parties has entered into this Agreement
11 on the dates shown below.

12
13 Dated: _____, 2024

14
15 By _____
16 Ferney Pinto Santander
17 PLAINTIFF

18 Dated: July 1 _____, 2024

19
20 By  _____
21 JPMorgan Chase Bank, N.A.
22 DEFENDANT

23 Dated: _____, 2024

24 MAJARIAN LAW GROUP APC

25 By _____
26 Garen Majarian
27 Attorneys for Plaintiff
28 FERNEY PINTO SANTANDER

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Dated: July 3, 2024

MORGAN, LEWIS & BOCKIUS LLP

By 

Carrie A. Gonell
Attorneys for Defendant
JPMORGAN CHASE BANK, N.A.