

EXHIBIT 1

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

ROSA BIBIAN, individually, and on behalf of all
others similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorney General Act;

Plaintiff,

vs.

ARARAT HOME OF LOS ANGELES, INC., a
California nonprofit corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: 25STCV05525

Assigned for All Purposes to:
Hon. Theresa M. Traber, Dept. 1

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: February 27, 2025
Trial Date: None Set

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
3 Plaintiff Rosa Bibian (“Plaintiff”) and Defendant Ararat Home of Los Angeles, Inc. (“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
7 Defendant captioned *Rosa Bibian, individually, and on behalf of all others similarly*
8 *situated, and on behalf of other aggrieved employees pursuant to the California Private*
9 *Attorney General Act vs. Ararat Home of Los Angeles, Inc., a California nonprofit*
10 *corporation; and DOES 1 through 10, inclusive*, Case No. 25STCV05525 initiated on
11 February 27, 2025, and pending in Superior Court of the State of California,
12 County of Los Angeles.
- 13 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC (“Apex”),
14 the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
16 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.
- 19 1.4. “Aggrieved Employee” means all persons who worked for Defendant in California as hourly,
20 non-exempt employees at any time during the PAGA Period.
- 21 1.5. “Class” or “Class Members” means all persons who worked for Defendant in
22 California as hourly, non-exempt employees at any time during the Class Period.
- 23 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
25 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action.
- 27 1.8. “Class Data” means Class Member identifying information in Defendant’s possession
28 including the Class Member’s name, last-known mailing address, Social Security number,

and number of Class Period Workweeks.

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

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

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

1.12. “Class Period” means period of February 27, 2021 through the date a Court grants preliminary approval of the Settlement, or as modified pursuant to Paragraph 8 of the Agreement.

1.13. “Class Representative” means the named Plaintiff Rosa Bibian in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

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

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

1.16. “Defendant” means Ararat Home of Los Angeles, Inc.

1.17. “Defense Counsel” means LEWITT HACKMAN SHAPIRO MARSHALL & HARLAN.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, 60 days from the date the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal

from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means **Two Million, Two-Hundred Twenty-Five Thousand, Dollars and Zero Cents (\$2,225,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment and the Administrator's Expenses.

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

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

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments, under Labor Code § 2699(i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and 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 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 February 27, 2024 through the date a Court grants preliminary approval of the Settlement, or as modified pursuant to Paragraph 8 of the Agreement.

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

1.33. “PAGA Notice” means Plaintiff’s February 27, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a), as amended by Plaintiff’s April 9, 2026 letter to Defendant and the LWDA.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$200,000.00, allocated 35% to the Aggrieved Employees (\$70,000.00) and the 65% to LWDA (\$130,000.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Rosa Bibian, the named plaintiff in the Action.

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

1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means: Defendant and its parents, subsidiaries, affiliates, directors, owners, shareholders, officers, predecessors, successors, assigns, trustees, agents, attorneys, servants, managers, representatives, accountants, auditors, consultants, insurers, joint employers and employees, past, present and future, and each of them and anyone acting in

concert with foregoing.

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

1.42. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

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

1.44. "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 February 27, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On April 18, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.].

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on February 27, 2025. An Amended Notice was sent to the LWDA

1 and to Defendant on April 9, 2026; the Parties have stipulated to the filing of a Second Amended Complaint
2 adding the additional allegations contained in the April 9, 2026 letter. The Second Amended Complaint will
3 be the "Operative Complaint." Defendant denies the allegations in the Operative Complaint and in the
4 PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and/or
5 the PAGA Notice, and denies any and all liability for the causes of action alleged.

6 2.3. On January 16, 2026, the Parties participated in an all-day mediation presided over by
7 Tagore Subramaniam, Esq. Subsequently and following additional efforts by the mediator, the Parties were
8 eventually able to reach an agreement to settle the Action.

9 2.4. Prior to and following the mediation, Plaintiff obtained, through informal discovery,
10 documents, data, and information necessary to evaluate the claims in the Action, including an appropriate
11 sampling of pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria
12 for Court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and
13 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

14 2.5. The Court has not granted class certification.

15 2.6. The Parties, Class Counsel and Defense Counsel are aware of a competing class action and
16 PAGA action filed after this Action, titled *Shahla Karimi vs. Ararat Home of Los Angeles, Inc.*, Case No.
17 25STCV38658 (class action) and Case No. 26STCV07782 (PAGA) (collectively, the "*Karimi Actions*").

18 **3. MONETARY TERMS.**

19 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
20 promises to pay a maximum of **\$2,225,000.00** as the Gross Settlement Amount, and to separately pay any
21 and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant
22 has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
23 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
24 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
25 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

26 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
27 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
28 Approval:

1 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
2 more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA
3 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
4 will not oppose Plaintiff's requests for Class Representative Service Payments that do not exceed
5 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
6 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
7 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
8 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
9 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
10 Representative Service Payments and agree to indemnify Defendant and hold it harmless for any
11 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
12 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
13 Payment.

14 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
15 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$30,000.00.
16 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
17 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
18 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
19 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
20 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
21 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
22 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
23 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
24 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
25 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant
26 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest
27 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on
28 these Payments or from any dispute or controversy regarding any division or sharing of any of these

1 Payments.

2 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$14,490.00 except
3 upon a showing of good cause and as approved by the Court. To the extent the Administration
4 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
5 retain the remainder in the Net Settlement Amount. Apex Class Action, LLC has been selected as
6 the Administrator, based upon its “not to exceed” bid of \$14,490.00.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
8 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
9 Class Members during the Class Period and (b) multiplying the result by each Participating Class
10 Member’s Workweeks.

11 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
12 Class Member’s Individual Class Payment will be allocated to settlement of
13 wage claims (the “Wage Portion”). The Wage Portion of each Individual
14 Class Payment is subject to tax withholding and will be reported on an IRS
15 W-2 Form. The remaining 80% of each Participating Class Member’s
16 Individual Class Payment will be allocated to settlement of claims for
17 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of
18 each Individual Class Payment is not subject to wage withholdings and will
19 be reported on IRS 1099 Forms. Participating Class Members assume full
20 responsibility and liability for any taxes owed on their Individual Class
21 Payments and agree to indemnify Defendant and hold it harmless for any
22 responsibility, liability, claim, complaint, damages, penalties, interest or any
23 other actual or potential damages arising from Participating Class Members’
24 obligations to pay taxes owed on these Payments.

25 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
26 Class Payments. Non-Participating Class Members will not receive any
27 Individual Class Payments. The Administrator will retain amounts equal to
28 their Individual Class Payments in the Net Settlement Amount for

distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000.00 to be paid from the Gross Settlement Amount, with 65% (\$130,000.00) allocated to the LWDA PAGA Payment and 35% (\$70,000.00) allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$70,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on the estimate that as of the mediation date (January 16, 2026) the number of Workweeks worked by an estimated 1,248 Class Members during the Class Period is estimated to be 135,160 and the number of pay periods worked by the estimated 926 Aggrieved Employees is 29,415.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator

1 employees who need access to the Class Data to effect and perform required tasks under this Agreement.
2 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data
3 omitted class member identifying information and to provide corrected or updated Class Data as soon as
4 reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data
5 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
6 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
8 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
9 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the
10 Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
12 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
13 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
14 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel Expenses
15 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
16 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
17 precede disbursement of Individual Class Payments and Individual PAGA Payments.

18 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
19 Individual PAGA Payments and send them to the Class Members via First Class
20 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
21 when the check will be voided, which date shall be one hundred eighty (180) days
22 after the date of mailing. The Administrator will cancel all checks not cashed by the
23 void date. The Administrator will send checks for Individual Settlement Payments
24 to all Participating Class Members (including those for whom Class Notice was
25 returned undelivered). The Administrator will send checks for Individual PAGA
26 Payments to all Aggrieved Employees including Non-Participating Class Members
27 who qualify as Aggrieved Employees (including those for whom Class Notice was
28 returned undelivered). The Administrator may send Participating Class Members a

single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to 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 § 384(b).

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

5. RELEASES OF CLAIMS.

As of the date on which the Gross Settlement Amount is funded, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. In addition to the release of Released Class Claims and Released PAGA Claims against the Released Parties made by all Participating Class

Members and Aggrieved Employees, Plaintiff, on behalf of herself, and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, irremovably releases and discharges Released Parties from any and all of the claims, damages, penalties, actions, rights, demands, liabilities, fees, costs, transactions, or occurrences of any kind, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff releases the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from or related to her employment with and/or separation from the Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, et seq.; (15) the California Government Code; and (16) the California Wage Orders (collectively "Claim" or "Claims") which Plaintiff now has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the final approval of this Settlement Agreement. (Everything released based on the above as well as everything released as part of the Released Class Claims discussed below

1 will be referred to as "Plaintiff's Release.") Plaintiff's Release does not extend to
2 any claims for vested benefits (except for paid vacation benefits, which is released
3 herein), unemployment benefits, disability benefits, social security benefits, and
4 workers' compensation insurance benefits. Plaintiff acknowledges that Plaintiff may
5 discover facts or law different from, or in addition to, the facts or law that Plaintiff
6 now knows or believes to be true but agrees, nonetheless, Plaintiff's Release shall
7 be and remain effective in all respects, notwithstanding such different or additional
8 facts or Plaintiff's discovery of them.

9 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
10 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
11 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

15 5.2. Released Class Claims: All Participating Class Members, on behalf of themselves and their
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
17 assigns, irrevocably release and discharge the Released Parties from all claims, demands, penalties, actions,
18 rights, demands, liabilities, fees, costs, transactions, causes of action or occurrences of any kind or nature,
19 liens, liabilities, penalties, demands, causes of action, obligations, and damages occurring during the Class
20 Period, that were alleged, or reasonably could have been alleged, in the Operative Complaint and the PAGA
21 Notice, and includes, without limitation all claims for unpaid wages, premiums, restitution and civil and
22 statutory penalties under the California Labor Code, Wage Orders, applicable regulations, and/or provisions
23 of applicable law governing wages and hours of work that were brought or that could have been brought,
24 including, but not limited to, claims for unpaid overtime wages, double time wages, meal period violations,
25 rest break violations, untimely payment of wages, wages statement violations, necessary business
26 expenditures, illegal restrictive covenants, and unfair business practices pursuant to Business & Professions
27 Code §17200 et seq., including but not limited to violations of California Labor Code Sections 201, 202,
28 203, 204, 210, 226, 226.3, 226.7, 232, 232.5, 233, 245, 246, 247, 248, 249, 432.5, 510, 512, 558, 1174,

1 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, and applicable Industrial Welfare
2 Commission Wage Orders ("Released Claims"). Participating Class Members do not release any other
3 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and
4 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based
5 on facts occurring outside the Class Period.

6 5.3. Release of PAGA Claims and Civil Penalties Under PAGA: Plaintiff, as agent and proxy of
7 the LWDA, and all Aggrieved Employees irrevocably release and discharge the Released Parties from any
8 and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004
9 ("PAGA"), Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged,
10 based on the facts and allegations in the Operative Complaint, and the PAGA Notice. This includes all claims
11 under PAGA for violations of Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232,
12 232.5, 233, 245-249, 432.5, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5,,
13 2800, and 2802 and in the applicable Industrial Welfare Commission Wage Orders. Non-Participating Class
14 Members who are Aggrieved Employees are subject to this Released PAGA Claims.

15 **6. MOTION FOR PRELIMINARY APPROVAL.**

16 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
17 Approval") that complies with the Court's current checklist for Preliminary Approval.

18 6.1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
19 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for
20 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
21 approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting
22 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
23 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and
24 attesting to its willingness to serve; competency; operative procedures for protecting the security of Class
25 Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
26 relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any
27 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from
28 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or

1 potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each
2 Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to
3 the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)),
4 Operative Complaint (Labor Code § 2699(1)(1)), this Agreement (Labor Code § 2699(1)(2)) and (vi) all facts
5 relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their
6 Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or
7 action asserting claims that will be extinguished or adversely affected by the Settlement.

8 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
9 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt
10 hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
11 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
12 Approval to the Administrator.

13 **7. SETTLEMENT ADMINISTRATION.**

14 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC
15 ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be
16 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
17 for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest
18 or relationship, financial or otherwise, with the Administrator other than a professional relationship arising
19 out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
21 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
22 federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

25 7.4. Notice to Class Members.

26 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
27 shall notify Class Counsel that the list has been received and state the number of
28 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class

1 Data.

2 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
3 (14) days after receiving the Class Data, the Administrator will send to all Class
4 Members identified in the Class Data, via first-class United States Postal Service
5 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
6 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
7 prominently estimate the dollar amounts of any Individual Class Payment and/or
8 Individual PAGA Payment payable to the Class Member, and the number of
9 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
10 Class Notices, the Administrator shall update Class Member addresses using the
11 National Change of Address database.

12 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
14 Class Notice using any forwarding address provided by the USPS. If the USPS does
15 not provide a forwarding address, the Administrator shall conduct a Class Member
16 Address Search, and re-mail the Class Notice to the most current address obtained.
17 The Administrator has no obligation to make further attempts to locate or send Class
18 Notice to Class Members whose Class Notice is returned by the USPS a second time.

19 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
20 and/or Pay Periods, and Requests for Exclusion will be extended an additional
21 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
22 for all Class Members whose notice is re-mailed. The Administrator will inform the
23 Class Member of the extended deadline with the re-mailed Class Notice.

24 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data
26 and should have received Class Notice, the Parties will expeditiously meet and
27 confer in person or by telephone, and in good faith in an effort to agree on whether
28 to include them as Class Members. If the Parties agree, such persons will be Class

Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice or as otherwise extended for re-mailed Class Notices as described herein. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, subject to extension for remailed Class Notices as described herein.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid merely because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement,

1 regardless whether the Participating Class Member actually receives the Class
2 Notice or objects to the Settlement.

3 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
4 Non-Participating Class Member and shall not receive an Individual Class Payment
5 or have the right to object to the class action components of the Settlement. Because
6 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
7 Non-Participating Class Members are eligible for an Individual PAGA Payment and
8 are subject to the Released PAGA Claims in Paragraph 5.3 above.

9 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
10 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class
11 Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods
12 (if any) allocated to the Class Member in the Class Notice. The Class Member may
13 challenge the allocation by communicating with the Administrator via fax, email or mail.
14 The Administrator must encourage the challenging Class Member to submit supporting
15 documentation. In the absence of any contrary documentation, the Administrator is entitled
16 to presume that the Workweeks contained in the Class Notice are correct so long as they are
17 consistent with the Class Data. The Administrator's determination of each Class Member's
18 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
19 susceptible to challenge. The Administrator shall promptly provide copies of all challenges
20 to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
21 the Administrator's determination the challenges.

22 7.7. Objections to Settlement.

23 7.7.1. Only Participating Class Members may object to the class action components of the
24 Settlement and/or this Agreement, including contesting the fairness of the
25 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and/or Class Representative Service
27 Payment.

28 7.7.2. Participating Class Members may send written objections to the Administrator, by

1 fax, email, or mail. In the alternative, Participating Class Members may appear in
2 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
3 Approval Hearing. A Participating Class Member who elects to send a written
4 objection to the Administrator must do so not later than the Response Deadline, or
5 as otherwise extended for re-mailed Class Notices as described herein.

6 7.7.3. Non-Participating Class Members have no right to object to any of the class action
7 components of the Settlement.

8 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
9 Employees have no right to object to or intervene in any of the PAGA components
10 of the Settlement.

11 7.8. 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 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
14 information of interest to Class Members including the date, time and location for
15 the Final Approval Hearing and copies of the Settlement Agreement, the Class
16 Notice, the Final Approval and the Judgment on the Administrator's website. The
17 Administrator will also maintain and monitor an email address and a toll-free
18 telephone number to receive Class Member calls, faxes and emails.

19 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
21 Not later than five (5) days after the expiration of the deadline for submitting
22 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
23 Defense Counsel containing (a) the names and other identifying information of Class
24 Members who have timely submitted valid Requests for Exclusion ("Exclusion
25 List"); (b) the names and other identifying information of Class Members who have
26 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
27 from Settlement submitted (whether valid or invalid).

28 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports

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

9 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
10 address and make final decisions consistent with the terms of this Agreement on all
11 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
12 The Administrator's decision shall be final and not appealable or otherwise
13 susceptible to challenge.

14 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
15 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
16 the Administrator will provide to Class Counsel and Defense Counsel, a signed
17 declaration suitable for filing in Court attesting to its due diligence and compliance
18 with all of its obligations under this Agreement, including, but not limited to, its
19 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
20 Class Notices, attempts to locate Class Members, the total number of Requests for
21 Exclusion from Settlement it received (both valid or invalid), the number of written
22 objections and attach the Exclusion List. The Administrator will supplement its
23 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
24 responsible for filing the Administrator's declaration(s) in Court.

25 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
26 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
27 will provide Class Counsel and Defense Counsel with a final report detailing its
28 disbursements by employee identification number only of all payments made under

1 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
2 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
3 signed declaration suitable for filing in Court attesting to its disbursement of all
4 payments required under this Agreement. Class Counsel is responsible for filing the
5 Administrator's declaration in Court.

6 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

7 Based on its records as of mediation, Defendant estimates that the number of Workweeks as of
8 January 16, 2026 during the Class Period is estimated to be 135,160. The Parties have stipulated to a 10%
9 escalation of the estimated Workweeks in the final Workweeks' count at the end of the Class Period without
10 any increase to the Gross Settlement Amount. If the number of actual Workweeks during the Class Period
11 exceeds this 10% cushion above the estimated workweek total of 135,160 (i.e., exceeds 148,676
12 workweeks), Defendant may elect to either (1) purchase the additional workweeks above the 10% cushion
13 (i.e. the weeks above the 148,676 total) at a *pro rata* rate, or (2) cut off the release period as of the date the
14 10% cushion is exhausted. If Defendant elects Option (1) from the previous sentence, Defendant shall
15 increase the Gross Settlement Amount by a *pro-rata* dollar value equal to the number of Workweeks in
16 excess of 148,676 workweeks. For example, if there is a 1% increase over the 10% cushion, then the Gross
17 Settlement Amount shall increase by 1%. Defendant shall use its best efforts to inform Class Counsel of
18 whether the escalator clause has triggered and if so, which option it intends to select at least three (3) days
19 prior to the date on which a Motion for Preliminary Approval is due to be filed with the Court. Final
20 verification regarding whether the provisions of this Paragraph have triggered will be determined by the
21 Administrator; in the event the provisions of this paragraph are triggered, Defendant must inform Class
22 Counsel and the Administrator of its election to increase the Gross Settlement Amount or to modify the
23 Class Period no later than five (5) days prior to the date on which Class Notice is scheduled to be mailed to
24 Class Members pursuant to Paragraph 7.4.2.

25 **9. RIGHT TO WITHDRAW**

26 If 5% or more of the Settlement Class members elect not to participate in the Settlement by
27 submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all
28 actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects

1 to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect
2 whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided,
3 however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that
4 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 30
5 calendar days following the Response Deadline.

6 **10. MOTION FOR FINAL APPROVAL**

7 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
8 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
9 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
10 (collectively "Motion for Final Approval").

11 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
12 Participating Class Member, including the right to file responsive documents in Court no
13 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
16 on any material change to the Settlement (including, but not limited to, the scope of release
17 to be granted by Class Members), the Parties will expeditiously work together in good faith
18 to address the Court's concerns by revising the Agreement as necessary to obtain Final
19 Approval. The Parties agree that changes to the timing of payments or notice periods, or to
20 the contents of the Notice of Settlement, which are requested by the Court do not necessitate
21 an amendment or revision to this Agreement unless such an Amendment is required by the
22 Court.

23 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
25 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
26 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, specifically including the Class Counsel Fees Payment and

1 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
2 their respective counsel, and all Participating Class Members who did not object to the
3 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
4 including all rights to post-judgment and appellate proceedings, the right to file motions to
5 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
6 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
7 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
8 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
9 final, except as to matters that do not affect the amount of the Net Settlement Amount.

10 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
11 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
12 material modification of this Agreement (including, but not limited to, the scope of release
13 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
14 nevertheless expeditiously work together in good faith to address the appellate court's
15 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
16 additional Administration Expenses reasonably incurred after remittitur. An appellate
17 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
18 Payment or any payments to Class Counsel shall not constitute a material modification of
19 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
20 remains unchanged.

21 **11. AMENDED JUDGMENT.**

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

24 **12. ADDITIONAL PROVISIONS.**

25 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
26 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
27 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
28 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should

1 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
2 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
3 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
4 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all
5 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
6 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, any papers
7 submitted or filed in connection with the approval of this Agreement, and Parties' willingness to settle the
8 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for
9 proceedings to enforce or effectuate the Settlement and this Agreement).

10 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
11 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate
12 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)
13 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
14 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
15 Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class Members,
16 the Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,
17 final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations,
18 statements, proceedings and data relating thereto shall be deemed confidential mediation settlement
19 communications and not subject to disclosure for any purpose in any proceeding.

20 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
21 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
22 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
23 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
24 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
25 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
26 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
27 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
28 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any

1 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
2 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
3 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
4 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
5 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
6 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
7 Notwithstanding the foregoing, the settlement is not confidential, and Plaintiff and/or Plaintiff's Counsel
8 shall submit the settlement to the LWDA and the Court for purposes of obtaining preliminary and/or final
9 settlement approval.

10 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
12 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
13 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
16 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
17 by any Party.

18 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
20 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
21 execute any other documents reasonably required to effectuate the terms of this Agreement including any
22 amendments to this Agreement.

23 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
24 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
25 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
26 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
27 to implement the Settlement, or on any modification of the Agreement that may become necessary to
28 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

1 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
3 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
4 discharged by the Party in this Settlement.

5 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
7 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
8 or otherwise.

9 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
10 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
11 approved by the Court.

12 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
13 benefit of, the successors of each of the Parties.

14 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the State of California, without regard to
16 conflict of law principles.

17 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
18 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
19 drafter or participated in the drafting.

20 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
22 of this Agreement.

23 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
24 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
25 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
26 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
27 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
28 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all

1 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
2 Defendant.

3 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
4 for convenience of reference only and does not constitute a part of this Agreement.

5 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
6 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
7 legal holiday, such date or deadline shall be on the first business day thereafter.

8 12.18. Notice. All notices, demands or other communications between the Parties in connection
9 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
10 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

11 To Plaintiff:

12 Seung L. Yang
13 seung.yang@thesentinel-firm.com
14 Tiffany Hyun
15 tiffany.hyun@thesentinel-firm.com
16 Jeffrey P. Jackson
17 jeffrey.jackson@thesentinel-firm.com
18 **THE SENTINEL FIRM, APC**
19 355 S Grand Ave. Suite 1450
20 Los Angeles, California 90071
21 Telephone: (213) 985-1150
22 Facsimile: (213) 985-2155

23 To Defendants:

24 **LEWITT HACKMAN SHAPIRO MARSHALL & HARLAN**
25 Nicholas Kanter
26 nkanter@lewitthackman.com
27 Sue Bendavid
28 sbendavid@lewitthackman.com
Tal Yeyni
tyeyni@lewitthackman.com
16633 Ventura Blvd., 11th floor
Encino, CA 91436
Telephone: (818) 990-2120

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

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

3 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
4 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
5 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
6 under CCP section 583.310 for the entire period of this settlement process.

7
8 **[SIGNATURES ON NEXT PAGE]**
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1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 06 / 27 / 2026

By: 

ROSA BIBIAN

5
6 **Plaintiff's Counsel:**

7 Dated: 06/29/26

THE SENTINEL FIRM, APC

8
9 By: 

Seung L. Yang

Tiffany Hyun

Jeffrey P. Jackson

Attorneys for Plaintiff

10
11
12 **Defendant:**

13 Dated: 06-29-2026

ARARAT HOME OF LOS ANGELES, INC.

14
15 By: 

Print Name

16
17 

Signature

18
19 

Title

20
21 **Defendant's Counsel:**

22 Dated:

**LEWITT HACKMAN SHAPIRO MARSHALL
& HARLAN**

23
24 By: /s Sue Bendavid (authorized 6/29/2026)

Nicholas Kanter

Sue Bendavid

Tal Yeyni

Attorneys for Defendant

EXHIBIT 2

EXHIBIT 3

EXHIBIT 4

EXHIBIT 5