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10 Attorneys for Defendant
11 CU DIRECT CORPORATION

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT**
14 **COMPLEX**

15 DENIS LIZARRAGA, on behalf of herself and)
all others similarly situated,)

16 Plaintiff,

17 v.

18 CU DIRECT CORPORATION, a Nevada)
corporation; and DOES 1 through 100,)
19 Inclusive,)

20 Defendants.)

) Case No. CIVSB2216420

) Assigned for All Purposes To:

) Judge: Hon. Joseph T. Ortiz

) Dept: S17 - SBJC

) **JOINT STIPULATION OF CLASS AND**
) **PAGA SETTLEMENT AND RELEASE**

) Action Filed: July 29, 2022

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JOINT STIPULATION OF CLASS AND PAGA
SETTLEMENT AND RELEASE

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court, that the full and final Settlement of this Action shall be effectuated upon and subject to
3 the following terms and conditions. Capitalized terms shall have the meanings set forth in Article I
4 or as defined elsewhere in this Joint Stipulation of Class and PAGA Settlement and Release
5 (hereinafter the “**Agreement**” or “**Class Settlement Agreement**”).

6 This Agreement is made and entered into by and between Plaintiff Denis Lizarraga on
7 behalf of herself and other similarly situated employees (“**Plaintiff**”), on the one hand, and
8 Defendant CU Direct Corporation (“**Defendant**”). Plaintiff and Defendant collectively are referred
9 to in the Agreement as “**the Parties**.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay no more than the settlement sum of \$1,140,000.00 as
12 provided in Section 3.06(a) below (“**Gross Settlement Fund**”), with the addition of the employer’s
13 portion of payroll taxes on the wage portion of the Settlement (which will be paid by Defendant
14 separately and in addition to the Gross Settlement Fund), upon the terms and conditions of the
15 Agreement and for the consideration set forth herein, including, but not limited to, the release of
16 the Class Members’ claims as set forth in this Agreement.

17 **ARTICLE I**

18 **DEFINITIONS**

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

21 a. “**Action**” means the putative class and representative PAGA action entitled *Denis*
22 *Lizarraga v. CU Direct Corporation*, San Bernardino County Superior Court, Case No.
23 CIVSB2216420 commenced on July 29, 2022.

24 b. “**Agreement**” means this Joint Stipulation of Class and PAGA Settlement and
25 Release, including all exhibits attached hereto.

26 c. “**Aggrieved Employees**” means Plaintiff and Class Members who worked for
27 Defendant within the PAGA Period. Defendant has represented that Aggrieved Employees consist
28 of approximately 203 employees and 6,519 pay periods.

1 d. **"Attorneys' Fees"** means the payment of attorneys' fees to Class Counsel in an
2 amount not to exceed \$399,000 (i.e., thirty-five percent of Gross Settlement Fund).

3 e. **"Class"** means all hourly-paid non-exempt employees who worked for Defendant
4 within the State of California at any time during the Class Period. Defendant has represented that
5 the Class consists of approximately 332 Class Members and 29,607 workweeks.

6 f. **"Class Counsel"** or **"Plaintiff's Counsel"** means the attorneys for the Class, who
7 are:

8 Michael Nourmand, Esq.
9 James A. De Sario, Esq.
10 THE NOURMAND LAW FIRM, APC
11 8822 West Olympic Boulevard
12 Beverly Hills, CA 90211
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14 Facsimile: (310) 553-3603

15 g. **"Class List"** means a true and complete list of all Class Members that Defendant
16 will compile, based on its business records, and provide to the Settlement Administrator within
17 fifteen (15) calendar days after the Court grants preliminary approval of the Settlement. The Class
18 List shall be formatted in Microsoft Office Excel and shall include each Class Member's full name,
19 his or her last known home address, telephone number, Social Security number, and beginning and
20 ending dates of employment.

21 h. **"Class Member(s)"** mean(s) all members of the Class.

22 i. **"Class Notice"** means the Notice of Proposed Class Action Settlement substantially
23 in the form attached hereto as "Exhibit A" (the "Notice").

24 j. **"Class Period"** means the time period from July 29, 2018 until July 17, 2023.

25 k. **"Class Settlement"** means this Settlement as it pertains to the settlement of class
26 action claims.

27 l. **"Court"** means the San Bernardino County Superior Court in which the Action is
28 pending.

m. **"Defendant"** means CU Direct Corporation.

n. **"Defendant's Counsel"** or **"Defense Counsel"** means:

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o. **"Disposition"** means the method by which the Court adopts the terms of the Settlement and Agreement, which may be by judgment or other final order, and retains jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement and Agreement.

p. **"Effective Date"** of this Settlement shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal or other proceeding to set aside the Judgment in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no objection is made or a timely made objection is made and then withdrawn, then the Effective Date shall be the day the Court enters final approval of the Settlement and the Judgment approving this Agreement.

q. **"Enhancement Award"** means a monetary amount of up to \$10,000 for Plaintiff, subject to Court approval, which will be paid pursuant to Section 3.06(c) of this Agreement.

r. **"Final Approval Hearing"** means the hearing at which the Court enters a judgment and order approving the Settlement and Agreement and terminating the Action.

s. **"Final Approval Order and Judgement"** or **"Final Order"** means the final formal court order signed by the Court at or after the Final Approval Hearing in accordance with the terms herein approving this Agreement.

1 t. **"Gross Settlement Fund"** means the maximum settlement sum of \$1,140,000.00, to
2 be paid by Defendant under the terms and conditions of this Agreement. Defendant shall remit its
3 share of the employer's payroll taxes, as provided herein, separately and in addition to the Gross
4 Settlement Fund.

5 u. **"Individual Settlement Payments"** means the amount of money from the Net
6 Settlement Amount that shall be paid to the Settlement Class Members. Individual Settlement
7 Payments will be each Settlement Class Member's *pro rata* share of the Net Settlement Amount
8 (which share shall be determined by the calculations provided in this Agreement), minus the
9 employee's share of payroll and income taxes on the portion which is wages and all other
10 applicable deductions or withholding required by law or expressly authorized by the Class
11 Member.

12 v. **"Individual PAGA Payments"** means the amount of money from the PAGA
13 Settlement Amount that shall be paid to the Aggrieved Employees. Individual PAGA Payments
14 will be each Aggrieved Employee's *pro rata* share of 25% of the PAGA Settlement Amount
15 (which share shall be determined by the calculations provided in this Agreement).

16 w. **"Litigation Costs"** means the reimbursement of actual litigation costs and expenses
17 incurred by Class Counsel in the course of this Action in an amount not to exceed \$25,000.00.

18 x. **"LWDA"** means the California Labor and Workforce Development Agency.

19 y. **"Named Plaintiff"** or **"Plaintiff"** means Denis Lizarraga.

20 z. **"Net Settlement Amount"** means the Gross Settlement Fund less all of the
21 following as approved by the Court: (a) Enhancement Award to Plaintiff; (b) Attorneys' Fees to
22 Class Counsel; (c) Litigation Costs to Class Counsel; (d) Settlement Administration Costs to
23 Settlement Administrator; and (e) PAGA Settlement Amount to the LWDA and Aggrieved
24 Employees.

25 aa. **"Operative Class Complaint"** means the First Amended Class Action Complaint
26 for Damages and Enforcement of the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et*
27 *Seq.* attached hereto as "Exhibit B" pursuant to Section II.b. below.

28 bb. **"Opt-Out Request"** means a written request to be excluded from the Class

1 Settlement or completed Exclusion Form pursuant to Section 3.04(b) below.

2 cc. "PAGA" means the Private Attorneys General Act of 2004, California *Labor Code*
3 §§2698 *et seq.*

4 dd. "PAGA Period" means the time period from July 29, 2021 until July 17, 2023.

5 ee. "PAGA Settlement" means this Settlement as it pertains to the settlement of claims
6 arising under PAGA.

7 ff. "PAGA Settlement Amount" means \$50,000.00 allocated to the settlement of
8 claims arising under PAGA, seventy-five percent (75%) of which, or Thirty-Seven Thousand Five
9 Hundred Dollars (\$37,500.00), will be paid to the LWDA and twenty-five percent (25%) of which,
10 or Twelve Thousand Five Hundred Dollars (\$12,500.), will be paid to Aggrieved Employees.

11 gg. "Parties" means collectively Plaintiff and Defendant.

12 hh. "Pay Period" means a pay period during the PAGA Period during which an
13 Aggrieved Employee worked for Defendant as a non-exempt hourly employee in California. Each
14 Aggrieved Employee will be credited with at least one (1) Pay Period.

15 ii. "Preliminary Approval Date" means the date on which the Court preliminarily
16 approves the Settlement embodied in this Agreement, including, without limitation, the Class
17 Notice, Exclusion Form, and Objection Form.

18 jj. "Settlement" means the resolution of this Action and all related claims effectuated
19 by this Agreement.

20 kk. "Settlement Class Members" means all Class Members who do not request
21 exclusion from the Class Settlement.

22 ll. "Settlement Administration Costs" means all costs incurred by the Settlement
23 Administrator in administration of the Settlement, including, but not limited to, any notices that
24 must be provided to the Class, calculating employer payroll taxes, performing address updates and
25 verifications as necessary prior to the first mailing, performing a single address follow-up on any
26 returned mail, calculating Individual Settlement Payments and Individual PAGA Payments and tax
27 withholdings, providing declarations, generating Individual Settlement Payment checks and related
28 tax reporting forms, completing administrative work related to unclaimed checks, if any,

1 processing and sending uncashed checks to defense counsel on behalf of Defendant, generating
2 checks to Class Counsel for Attorneys' Fees and Litigation Costs, and to Plaintiff for his
3 Enhancement Awards, and any other actions of the Settlement Administrator as set forth in this
4 Agreement, all pursuant to the terms of this Agreement.

5 mm. **"Settlement Administrator"** means CPT Group, Inc., which was mutually selected
6 by the Parties for the administration of the Settlement including, without limitation, the distribution
7 of the Individual Settlement Payments and Individual PAGA Payments to be made by Defendant
8 from the Gross Settlement Fund and related matters under this Agreement.

9 nn. **"Total Pay Periods"** means the total aggregate number of Pay Periods of all
10 Aggrieved Employees.

11 oo. **"Total Workweeks"** means the total aggregate number of Workweeks of all
12 Settlement Class Members

13 pp. **"Workweek"** means a week during the Class Period commencing on Sunday and
14 ending on the following Saturday in which a Class Member worked one or more days. Each Class
15 Member will be credited with at least one (1) Workweek.

16 **ARTICLE II**

17 **FACTUAL BACKGROUND**

18 a. On or about July 29, 2022, Plaintiff filed the Class Complaint alleging the following
19 causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wage; (3)
20 Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay All Wages
21 Upon Termination; (6) Failure to Provide Accurate Wage Statements; and (7) Unfair Competition.

22 b. On or about October 26, 2022, Plaintiff filed the Operative First Amended
23 Complaint adding cause of action for violation of the Private Attorneys General Act.

24 c. Defendant generally denies all of the allegations asserted in the Action, and
25 specifically denies any violation of the (i) California *Labor Code*, (ii) the California Industrial
26 Welfare Commission Wage Orders, and/or (iii) California *Business and Professions Code*.
27 Defendant further denies any pendant or related charges, denies violating any other law or right of
28 Plaintiff, any Class Member, or any Aggrieved Employee and denies any liability is owed to

1 Plaintiff, Class Members, and Aggrieved Employees.

2 d. On May 17, 2023, the Parties engaged in private mediation with Tripper Ortman,
3 Esq., an experienced wage and hour class action mediator, and thereafter reached an agreement to
4 resolve this matter. The settlement discussions were conducted at arm's-length. The Settlement is
5 the result of an informed and detailed analysis of the risks facing both parties in litigating this case,
6 including but not limited to, careful consideration of the legal and factual obstacles to Plaintiff's
7 prospects of obtaining class certification and on the merits, and Defendant's defenses, as well as
8 Defendant's potential exposure and the additional costs of litigating the Action.

9 e. It is the desire of the Parties to fully, finally, and forever settle, compromise and
10 discharge any and all claims as pled in the Operative Class Complaint or that could have been pled
11 during the Class Period and PAGA Period based upon the facts alleged in the Operative Class
12 Complaint. In order to achieve a full and complete release of Defendant, each Class Member
13 acknowledges that this Settlement Agreement is intended to include in its effect all claims that
14 were raised in the Action, or could have been raised based upon the facts alleged in this Action on
15 behalf of Class Members, including, but not limited to (1) all statutory and common law causes of
16 action referenced in the Action and corresponding provisions of the applicable Industrial Welfare
17 Commission Wage Orders, including unpaid overtime, unpaid meal period premiums, unpaid rest
18 break premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid
19 during employment, non-compliant wage statements, including but not limited to violations of and
20 claims arising under California law, Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226,
21 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1199 2698 *et seq.*, and claims for civil
22 penalties pursuant to or based on these sections can only be recovered in a PAGA action; the
23 applicable Industrial Welfare Commission Wage Orders; Cal. Code Regs. Title 8, § 11070; and the
24 *Business & Professions Code* §17200, *et seq.* as it relates to the underlying Labor Code claims
25 referenced above, interest, attorneys' fees and costs, including as permissible under California
26 *Code of Civil Procedure* § 1021.5.

27 f. It is the intention of the Parties that this Settlement Agreement shall constitute a full
28 and complete settlement and release of all claims set forth in Section 5.01 below.

1 g. Named Plaintiff and Class Counsel have each conducted a thorough investigation
2 into the facts of this class action case, including an extensive review of relevant documents, and
3 have diligently pursued an investigation of Class Members' claims against Defendant. Based on
4 their independent investigation and evaluation, Named Plaintiff and Class Counsel are of the
5 opinion that the Settlement with Defendant for the consideration and on the terms set forth in this
6 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement
7 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
8 the Class will not be certified by the Court, defenses asserted by Defendant, and numerous
9 potential appellate issues.

10 h. The Parties agree to cooperate and take all steps necessary and appropriate to
11 consummate this Settlement and that the Final Approval Order and Judgement shall have a *res*
12 *judicata* effect.

13 i. The maximum total payment under the Settlement, including all Individual
14 Settlement Payments, Attorneys' Fees, Litigation Costs, Enhancement Award, and PAGA
15 Settlement Amount any other payments provided by this Settlement, is the Gross Settlement Fund.
16 Notwithstanding the foregoing, Defendant shall be responsible for paying the employer's portion of
17 payroll taxes on the wage portion of each Individual Settlement Payment. It is understood and
18 agreed that other than the employer's portion of payroll taxes on the wage portion of each
19 Individual Settlement Payment, Defendant's maximum total liability under this Settlement shall not
20 exceed the Gross Settlement Fund, except as set forth in Section 3.06(b).

21 j. It is understood that the Gross Settlement Fund is non-reversionary. To the extent
22 that an Individual Settlement Payment check or Individual PAGA Payment Check is (1)
23 undeliverable, after skip tracing performed by the Settlement Administrator as provided in
24 paragraph 3.03 below, or (2) uncashed 180 days after the date listed on the check, the amount of
25 those checks will be distributed to the State Controller's Office Unclaimed Property Fund in the
26 name of the Settlement Class Members who did not cash their settlement checks (i.e., in no event
27 will any of the funds revert to Defendant).

28 k. It is further understood and agreed that Named Plaintiff and/or Class Counsel shall

1 Promptly upon execution of this Agreement, the Parties shall submit this Agreement to the
2 Court and request preliminary approval and determination by the Court as to its fairness, adequacy,
3 and reasonableness. Class Counsel will prepare and file the motion for preliminary approval of
4 settlement.

5 Pursuant to *Labor Code* section 2699(1)(2), Plaintiff will simultaneously cause this
6 Settlement Agreement to be filed with the LWDA using the appropriate website and intake forms
7 located at: [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
8 [Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html).

9 In seeking preliminary approval of this Agreement, the Parties shall apply to the Court for
10 the entry of a preliminary order seeking certification of this Action under section 382 of the
11 *California Code of Civil Procedure* and Rules 3.760 *et seq.* of the *California Rules of Court* as a
12 class action for purposes of settlement only with respect to the Class; approving the proposed
13 Notice as to form and content; directing the mailing of the notice to the Class Members;
14 preliminarily approving the Settlement subject only to the objections of Class Members and final
15 review by the Court; preliminarily approving Class Counsel's request for Attorneys' Fees and
16 Litigation Costs subject to final review by the Court; preliminarily approving estimated Settlement
17 Administration Costs payable to the Settlement Administrator; and preliminarily approving
18 Plaintiff's Enhancement Award.

19 **Section 3.02 The Settlement Administrator**

20 The Parties have chosen CPT Group, Inc. to administer this Settlement and to act as the
21 Settlement Administrator, including, but not limited to, distributing any notices that must be
22 provided to the Class, performing address updates and verifications as necessary prior to the first
23 mailing, performing a single address follow-up on any returned mail, responding to inquiries about
24 the Class Notice, determining the validity of all Opt-Out Requests, calculating the Net Settlement
25 Amount and the Individual Settlement Payments, calculating the Individual PAGA Payments,
26 calculating employer payroll taxes, preparing tax statements and/or reports and remitting the
27 necessary tax payments, providing necessary progress reports, preparing declarations required by
28 the Court, preparing a detailed declaration that sets forth the number of Settlement Class Members

1 and each of the Class Members who did submitted a timely and valid Opt-Out Requests, and, with
2 notice and consent of the Parties, generating and issuing the Individual Settlement Payment checks
3 and distributing them to Settlement Class Members and Individual PAGA Payment checks and
4 distributing them to Aggrieved Employees, and issuing the payments to Class Counsel for
5 Attorneys' Fees and Litigation Costs, the Enhancement Award check to the Named Plaintiff,
6 processing and remitting uncashed checks (if any) to the State Controller's Office Unclaimed
7 Property Fund, and any other actions of the Settlement Administrator as set forth in this
8 Agreement, all pursuant to the terms of this Agreement.

9 The Settlement Administrator shall expressly agree to all of the terms and conditions of this
10 Agreement relating to the administration of the Settlement. The Parties each represent that they do
11 not have any financial interest in the Settlement Administrator or otherwise have a relationship
12 with the Settlement Administrator that could create a conflict of interest.

13 The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly
14 report that certifies: (i) the number of Class Members to whom the Settlement Administrator has
15 mailed the Class Notice; (ii) the number of Class Notices that were returned as undeliverable; (iii)
16 the number of Class Members who have submitted valid Opt Out Requests; (iv) the number of
17 Class Members who have submitted Workweek Challenges; and (v) the number of Settlement
18 Class Members who have submitted Objections. Additionally, the Settlement Administrator will
19 provide to Defense Counsel and Class Counsel any updated reports regarding the administration of
20 the Settlement Agreement.

21 The Settlement Administrator shall maintain throughout the administration of the
22 Settlement all of the Opt-Out Requests that it receives. The Settlement Administrator shall provide
23 to Defense Counsel and Class Counsel all Opt-Out Requests.

24 All costs of administering the Settlement, including, but not limited to, all costs and fees
25 associated with preparing, issuing, and mailing any and all notices to Class Members and/or
26 Settlement Class Members, all costs and fees associated with computing, processing, reviewing,
27 and mailing the Individual Settlement Payments and Individual PAGA Payments, all costs and fees
28 associated with preparing any tax returns and any other filings required by any governmental taxing

1 authority or agency, all costs and fees associated with preparing any other checks, notices, reports,
2 or filings to be prepared in the course of administering disbursements from the Net Settlement
3 Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in
4 connection with the carrying out of its duties under this Agreement are contemplated and paid by
5 the Settlement Administration Costs, shall be deducted from the Gross Settlement Fund.

6 In no event shall the Settlement Administrator permit the disbursement of any portion of the
7 Gross Settlement Fund before the Effective Date. The obligations of the Settlement Administrator
8 are released upon all funds being disbursed by the Settlement Administrator pursuant to this
9 Agreement and/or order(s) of the Court.

10 **Section 3.03 Notice to the Class**

11 Notice of the Settlement shall be provided to the Class Members in English and Spanish,
12 and the Class Members may submit Objections and/or Opt Out Requests from the Class by using
13 the following procedures:

14 Within fifteen (15) calendar days after the Court preliminarily approves the Settlement,
15 Defense Counsel will provide the Class List to the Settlement Administrator.

16 Within fifteen (15) calendar days after the Preliminary Approval Date, the Settlement
17 Administrator shall update the addresses using the United States Postal Service's NCOALink system
18 and mail the Class Notice, Exclusion Form, and Objection Form (together, "Notice Packet") by first-
19 class United States mail to each Class Member. Any Notice Packet returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be re-mailed once to the
21 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
22 Administrator shall promptly attempt to determine a correct address by use of telephonic inquiry,
23 skip-tracing, or other search using the name, address and/or Social Security number of the Class
24 Member involved, and shall then perform one re-mailing, if another mailing address is identified by
25 the Settlement Administrator. The Settlement Administrator shall promptly notify Class Counsel
26 and Defense Counsel if any Notice Packets are returned as undeliverable and no forwarding address
27 is available. Settlement Class Members who receive a re-mailed Notice Packet shall have their
28 Response Deadline extended by fifteen (15) calendar days.

1 No later than twenty-one (21) calendar days prior to the Final Approval Hearing, or seven
2 (7) calendar days prior to Plaintiff's submission of the motion for final approval of the settlement,
3 the Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration
4 attesting to completion of the notice process, including but not limited to any attempts to obtain
5 valid mailing addresses for Class Members and re-sending any returned Notice Packets, as well as
6 the number of Opt Out Requests, Objections, or Workweek Challenges that the Settlement
7 Administrator received and the dates that the Settlement Administrator received those Opt Out
8 Requests, Objections, or Workweek Challenges.

9 Compliance with the procedures described in this Section shall constitute due and sufficient
10 notice to Class Members of this proposed Settlement and the Final Approval Hearing, and shall
11 satisfy the requirements of due process. Nothing else shall be required of, or done by, the Parties,
12 Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed
13 Settlement and the Final Approval Hearing.

14 **Section 3.04 Responses to Notice**

15 **a. No Claim Forms**

16 Settlement Class Members are not required to submit claim forms for their share of the Net
17 Settlement Amount.

18 Any Settlement Class Member who disagrees with the number of Workweeks used to
19 calculate his or her Individual Settlement Payment as reflected on the Class Notice shall be allowed
20 to indicate and explain their challenge by submitting a written dispute to the Settlement
21 Administrator ("Workweek Challenge"). In order to be timely, a Workweek Challenge must be
22 postmarked or faxed to the Settlement Administrator no later than forty-five (45) days after the date
23 the Notice Packet is first mailed (the "**Response Deadline**"), unless extended as provided in
24 section 3.03, above. In order to be valid, a Workweek Challenge must: (1) contain the Class
25 Member's name, telephone number, address, and the last four numbers of his or her Social Security
26 number; (2) list the case name and number of the Class Action; (3) clearly state that the Class
27 Member believes the Workweeks allocated to him or her is not correct; (4) clearly state the number
28 of Workweeks the Class Member contends is correct; and (5) attach any written documentation to

1 support the Class Member's contention.

2 The Settlement Administrator shall resolve the Workweek Challenge with the Class
3 Member using the employee records provided by Defendant and the Class Member, in consultation
4 with Class Counsel and Defense Counsel. Any disputes not otherwise resolved by the Settlement
5 Administrator and Class Counsel and Defense Counsel concerning administration of the Settlement
6 shall be resolved by the Court, under the laws of the State of California. Prior to any such
7 involvement of the Court, counsel for the Parties will confer in good faith to resolve the Workweek
8 Challenges. The date of the postmark on the return envelope or the fax confirmation of the
9 Settlement Administrator shall be the exclusive means used to determine whether a Class Member
10 has submitted a timely Workweek Challenge.

11 **b. Request for Exclusion from Class**

12 By entering into this Agreement, Named Plaintiff agrees that she is not requesting and will
13 not be requesting exclusion from the Class.

14 The Notice shall provide that Class Members who wish to exclude themselves from the
15 Class must submit a written request to be excluded from the Class Settlement or a completed
16 Exclusion Form (attached hereto as "Exhibit C") to the Settlement Administrator ("Opt Out
17 Request"). In order to be timely, an Opt Out Request must be postmarked or faxed to the
18 Settlement Administrator no later than the applicable Response Deadline. In order to be valid, an
19 Opt Out Request must: (1) contain the Class Member's name, telephone number, address, and the
20 last four numbers of his or her Social Security number; (2) list the case name and number of the
21 Class Action; and (3) clearly state that the Class Member wishes to be excluded from the Class
22 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means
23 used to determine whether an Opt-Out Request has been timely submitted. Any Class Member
24 who opts out of the Class Settlement will not be entitled to any recovery under the Class Settlement
25 and will not be bound by the Class Settlement or any release of the Released Class Claims in the
26 Action or have any right to object, appeal, or comment on the Settlement. Class Members who fail
27 to submit a valid and timely Opt-Out Request on or before the Response Deadline shall be bound
28 by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is

1 approved by the Court, including a full and final release of all claims set forth in the Action. No
2 later than five (5) days after the Response Deadline, the Settlement Administrator shall provide
3 Defense Counsel with a complete list of all Class Members who have timely and properly
4 requested exclusion from the Class.

5 Class Members who worked for Defendant within the PAGA Period will remain Aggrieved
6 Employees regardless of whether they submit a timely and valid Opt Out Request and will release
7 the Released PAGA Claims and receive an Individual PAGA Payment.

8 **c. Objections to Class Settlement**

9 The Notice shall provide that Class Members who wish to object to the Class Settlement
10 must either submit a written statement objecting to the Class Settlement or completed Objection
11 Form (attached hereto as "Exhibit D") to the Settlement Administrator ("Objection") or appear at
12 the Final Approval Hearing and make an oral objection. In order to be timely, an Objection must
13 be postmarked or faxed to the Settlement Administrator no later than the applicable Response
14 Deadline. In order to be valid, an Objection must (1) contain the Settlement Class Member's name,
15 telephone number, address, and the last four numbers of his or her Social Security number; (2) list
16 the case name and number of the Class Action; (3) clearly state that the Settlement Class Member
17 objects to the Class Settlement; and (4) clearly state the factual and/or legal basis of their objection.
18 The Parties will be permitted to respond in writing to such Objections before the Final Approval
19 Hearing or within the time period set by the Court.

20 **d. No Solicitation of Objections or Opt Out Requests**

21 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
22 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
23 to submit oral or written objections to the Settlement or Opt-Out Requests, appeal from the Court's
24 Final Judgment or seek to vacate or set aside the final judgment. Further, at no time shall any of
25 the Parties or their counsel discourage any Class Members from participating in the Settlement.

26 **e. Failure to Object**

27 Any Settlement Class Member who fails to timely submit a valid Objection shall be
28 foreclosed from making any objection to this Settlement and Agreement, unless otherwise ordered

1 by the Court, except that any Settlement Class Member may appear at the Final Approval Hearing
2 and make an oral objection, as provided in subsection (c), above.

3 **f. Right of Defendant to Void Agreement**

4 If more than ten percent (10%) of the Class Members submit timely and valid Opt-Out
5 Requests as described in Section 3.04(b) above, Defendant will have the right, but not the
6 obligation, to revoke and void this Agreement at its discretion. Defendant must exercise its right to
7 revoke this Agreement within twenty-one (21) days of being informed by the Settlement
8 Administrator that more than ten percent (10%) of the Class Members opted out of this Agreement.
9 If Defendant exercises its right to void the Agreement, then the Parties will have no further
10 obligations under the Agreement, including, without limitation, any obligation by Defendant to pay
11 the Gross Settlement Fund, or any amounts that otherwise would have been owed under this
12 Agreement, other than any Settlement Administrator Costs.

13 **Section 3.05 Final Approval Hearing**

14 A Final Approval Hearing shall be held before the Court on the date set forth in the Order
15 for Preliminary Approval and Class Notice. At the Final Approval Hearing, the Court shall (1)
16 review this Agreement and determine whether the Court should give it final approval, (2) set the
17 amounts of the Enhancement Award and Attorneys' Fees and Litigation Costs, and (3) consider
18 any timely objections made pursuant to Section 3.04(c) above and all responses by the Parties to
19 such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final
20 approval to this Settlement and Agreement and shall submit to the Court a proposed Final Approval
21 Order and Judgment, which the Parties shall jointly agree upon in advance and which shall be
22 entered in the Action.

23 After entry of the Final Judgment, the Court shall have continuing jurisdiction with respect
24 to the interpretation, implementation, and enforcement of the terms of this Agreement and all
25 orders and judgments entered in connection with this Agreement, and the Parties and their counsel
26 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
27 settlement embodied in this Agreement, and all orders and judgments entered in connection with
28 this Agreement.

1 **a. Waiver of Right to Appeal**

2 Provided that the Final Order is consistent with the terms and conditions of this Agreement,
3 Named Plaintiff, as well as any Settlement Class Members who did not timely submit an Objection
4 and/or appear at the Final Approval Hearing and offer an oral objection, hereby waives any and all
5 rights to appeal from the Final Order, including all rights to any post-judgment proceeding and
6 appellate proceeding, such as a motion to vacate or set aside judgment, a motion for new trial, and
7 any extraordinary writ, and the Final Order therefore will become final and non-appealable at the
8 time it is entered. This waiver does not include any waiver of the right to oppose any appeal,
9 appellate proceedings, or post-judgment proceedings nor does this waiver preclude Plaintiff and/or
10 Class Counsel from appealing any award of Enhancement Award or Attorneys' Fees and Litigation
11 Costs of suit.

12 **b. Vacating, Reversal, or Material Modification on Appeal or Review**

13 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition,
14 or application, the reviewing court vacates, reverses, or modifies the Final Order such that there is a
15 material modification to the Settlement and Agreement, and that court's decision is not completely
16 reversed and the Final Order is not fully affirmed on review by a higher court, then Named Plaintiff
17 and Defendant will each have the right to void the Settlement and Agreement, which the Parties
18 must do by giving written notice to the other Parties, the reviewing court, and the Court not later
19 than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially
20 modifying the Final Order becomes final. A vacation, reversal, or modification of the Court's
21 award of an Enhancement or Class Counsel's fees or costs will not constitute a vacation, reversal,
22 or material modification of the Final Order within the meaning of this paragraph, provided that
23 Defendant's obligation to make payments remains limited as set forth in this Agreement.

24 **c. Rendering the Settlement Null and Void**

25 In the event: (i) Defendant elects to void this Agreement pursuant to Section 3.04(f) above;
26 (ii) the Court does not enter any order specified in this Agreement; (iii) the Court does not finally
27 approve the Settlement as provided in this Agreement; (iv) the Court does not enter a Final
28 Judgment as provided in this Agreement which becomes final as a result of the occurrence of the

1 Effective Date; or (v) the Settlement does not become final for any other reason, this Settlement
2 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of
3 this Settlement shall be treated as void, the Parties shall be returned to their respective positions at
4 the time of the execution of this Settlement Agreement, and the Parties shall proceed in all respects
5 as if this Settlement Agreement had not been executed, except that any fees already incurred by the
6 Settlement Administrator shall be paid by Defendant.

7 **d. Administration of the Settlement with Appeal Pending**

8 In the event an appeal is filed from the Court's Final Judgment, or any other appellate
9 review is sought prior to the Date of Finality, administration of the Settlement shall be stayed
10 pending final resolution of the appeal or other appellate review.

11 **Section 3.06 Settlement Payment Procedures**

12 **a. Settlement Sum**

13 The Gross Settlement Fund of \$1,140,000.00 includes the following: (a) Enhancement
14 Award to Plaintiff in an amount not to exceed \$10,000.00; (b) an award of Attorneys' Fees to Class
15 Counsel in an amount of \$399,000.00; (c) an award of Litigation Costs to Class Counsel in an
16 amount not to exceed \$25,000.00; (d) the Settlement Administration Costs not to exceed \$9,000 to
17 the Settlement Administrator; and (e) the allocation of the PAGA Settlement Amount in the amount
18 of \$50,000 to be distributed to the LWDA and Aggrieved Employees.

19 The Gross Settlement Fund has a maximum value of \$1,140,000. Under no circumstances
20 will Defendant be required to pay more than \$1,140,000, pursuant to the terms set forth in this
21 Agreement, except that Defendant shall separately pay for the employer's portion of any payroll
22 taxes due on the wage portion of each Individual Settlement Payment, and except as set forth in
23 Section 3.06(b).

24 **b. Escalation Clause**

25 In the event the total workweeks is more than 10% of the 28,545 workweeks represented at
26 mediation, the Net Settlement Amount shall increase by calculating the workweek value off of
27 28,545 workweeks (based on the Net Settlement Amount) and then multiplying by the number of
28 additional workweeks over 28,545.

1 **c. Payment of Attorneys' Fees and Costs**

2 Class Counsel may request that the Court approve, and Defendant will not oppose, an award
3 of up to \$399,000.00 for Attorneys' Fees and up to \$25,000.00 for Litigation Costs. The
4 Attorneys' Fees and Litigation Costs will cover: all work performed and all fees and costs incurred
5 to date and all work to be performed and all fees and costs to be incurred in connection with the
6 approval by the Court of this Settlement, Class Counsel's supervision of administration of the
7 Settlement, and obtaining final approval of this Settlement and entry of judgment. Class Counsel
8 shall not be permitted to petition the Court for, or accept, any additional payments for attorneys'
9 fees or costs. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for
10 the Attorneys' Fees and Litigation Costs. The Settlement shall not be contingent upon the Court
11 awarding Class Counsel any particular amount for attorneys' fees and costs. The Parties agree that
12 any reduction in the amount of Attorneys' Fees and Litigation Costs awarded by the Court is not a
13 basis to void the Agreement and Class Counsel has the right to appeal the Court's ruling regarding
14 the Attorneys' Fees and Litigation Costs. If Class Counsel appeals an adverse ruling of the Court
15 regarding its fee and cost application, the ruling of the appellate court (regardless of its substance)
16 shall not constitute a material alteration of a term of this Agreement. The Attorneys' Fees and
17 Litigation Costs shall be paid by the Settlement Administrator to Class Counsel no later than fifteen
18 (15) business days after the Effective Date.

19 The Settlement Administrator's payment of the Attorneys' Fees and Litigation Costs to
20 Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person,
21 attorney, or law firm for attorneys' fees or costs in the Action incurred by any attorney on behalf of
22 the Named Plaintiff, and Class Members, and shall relieve Defendant, the Settlement
23 Administrator, and Defense Counsel of any other claims or liability to any other attorney or law
24 firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of the
25 Named Plaintiff and Class Members.

26 **d. Payment of Enhancement Award to Named Plaintiff**

27 Class Counsel may request that the Court approve, and Defendant will not oppose, an
28 Enhancement Award to the Named Plaintiff in an amount not to exceed \$10,000.00 to be paid to

1 the Named Plaintiff for his time and effort spent pursuing the Action. Defendant agrees not to
2 oppose such an application, so long as it is consistent with the provisions of this Agreement. The
3 Settlement Administrator shall deliver any Enhancement Award to Named Plaintiff within ten (10)
4 business days after the Effective Date. The Named Plaintiff will also be entitled to receive
5 Individual Settlement Payments and Individual PAGA Payments, pursuant to this Agreement in
6 addition to his Enhancement Award. The Settlement shall not be contingent upon the Court
7 awarding Named Plaintiff any particular amount for the Enhancement Award. Class Counsel and
8 Named Plaintiff shall have no right or ability to nullify the Settlement in the event that the Court
9 awards an amount less than the Enhancement Award described in this Agreement.

10 Because it is the intent of the Parties that the Enhancement Award represents payment to
11 the Named Plaintiff for his services to the Class Members, and not wages, the Settlement
12 Administrator will not withhold any taxes from the Enhancement Award. The Enhancement
13 Award will be reported on a Form 1099 to Named Plaintiff. Although it is the contemplation of the
14 Parties that the Enhancement Award does not represent wages, the Internal Revenue Service, the
15 California Franchise Tax Board, or some other taxing authority may take the position that the
16 Enhancement Awards constitute compensation for income tax and withholding purposes. Named
17 Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the
18 California Franchise Tax Board, and any other relevant taxing authority the amounts required by
19 law, if any, to be withheld by Defendant from the Enhancement Award paid under this Agreement.
20 In addition, Named Plaintiff shall hold Defendant harmless and indemnify Defendant for all taxes,
21 interest, penalties, and costs, excluding attorneys' fees, incurred by Defendant by reason of any
22 claims relating to the non-withholding of taxes from the Enhancement Award. The Settlement
23 Administrator will issue a Form 1099 to the Named Plaintiff with regard to the Enhancement
24 Award payment. The Settlement Administrator will provide a copy of this Form 1099 issued to
25 counsel for Defendant.

26 **e. Payment of Settlement Administration Costs**

27 The Settlement Administration Costs shall be deducted from the Gross Settlement Fund and
28 are not to exceed \$9,000.00. All disputes relating to the Settlement Administrator's performance of

its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out. The Settlement Administrator will remit to itself the Settlement Administration Costs within fifteen (15) business days of the Effective Date but no sooner than all other payments under this Agreement have been made.

f. Payment of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Settlement Class Members based on the number of Workweeks allocated to each of them. The amount that each Settlement Class Member is entitled to receive is determined by multiplying Net Settlement Amount by a ratio that is determined by dividing a Settlement Class Member's Workweeks by the Total Workweeks, as expressed in the following formula:

$$\begin{array}{ccccc} \text{Individual} & & \text{Net} & & \text{Settlement Class Member's} \\ \text{Settlement} & = & \text{Settlement} & \times & \frac{\text{Workweeks}}{\text{Total Workweeks}} \\ \text{Payment} & & \text{Amount} & & \end{array}$$

It is the intent of the Parties that the Net Settlement Amount shall be sufficient to pay Settlement Class Members in accordance with the formula set forth above. Each Individual Settlement Payment will be allocated as twenty percent (20%) to wages, eighty percent (80%) to interest and penalties. The Settlement Administrator shall calculate, withhold, and remit to applicable governmental agencies sufficient amounts as may be owed for employees' share of taxes due on the portion of the Individual Settlement Payment allocated to wages that will be reported on an IRS Form W2 basis. These amounts shall be paid from the Net Settlement Amount. The Settlement Administrator shall also report those portions of the Individual Settlement Payments allocated to interest and penalties on an IRS Form 1099 basis as required by law.

The Settlement Administrator shall also calculate, receive from Defendant, and remit to the applicable government agencies such amount as may be owed by Defendant as an employer for payroll taxes on a maximum wage allocation of each Individual Settlement Payment that will be reported on an IRS Form W2 basis. These employer payroll taxes allocated to the wage portion of

1 the Individual Settlement Payments shall be paid by Defendant in addition to the Gross Settlement
2 Fund.

3 The Parties agree that twenty-five percent of the PAGA Settlement Amount ("PAGA
4 Payment") (i.e., \$12,500.00) shall be used to fund Individual PAGA Payments. The Parties agree
5 that the PAGA Payment shall be divided between all Aggrieved Employees based on the number of
6 Pay Periods allocated to each of them. The amount that each Aggrieved Employees is entitled to
7 receive is determined by multiplying PAGA Payment by a ratio that is determined by dividing an
8 Aggrieved Employee's Pay Periods by the Total Pay Periods, as expressed in the following formula:

$$\begin{array}{ccccc} \text{Individual} & & \text{PAGA} & & \text{Aggrieved Employee's} \\ \text{PAGA} & = & \text{Payment} & \times & \frac{\text{Pay Periods}}{\text{Total Pay Periods}} \\ \text{Payment} & & & & \end{array}$$

11 Each Individual PAGA Payment will be allocated as entirely as penalties and will be
12 reported on an IRS Form 1099 basis as required by law.

13 No later than seven (7) business days after the Court grants final approval of the Settlement,
14 Defendant will pay the Gross Settlement Fund to the Settlement Administrator, who shall segregate
15 and secure such funds in an interest-bearing account with all interest accruing for the benefit of
16 Defendant. No later than ten (10) business days after the Effective Date, the Settlement
17 Administrator shall prepare and mail the checks for the Individual Settlement Payments and
18 Individual PAGA Payments (which may be combined into one check when applicable), minus
19 applicable withholdings, to Settlement Class Members.

20 To the extent that an Individual Settlement Payment check or Individual PAGA Payment
21 check is (1) undeliverable, or (2) uncashed 180 days after the date listed on the check, the check
22 will be cancelled and associated funds shall be distributed the State Controller's Office Unclaimed
23 Property Fund.

24 **g. Payment to the LWDA**

25 No later than fifteen (15) business days after the Effective Date, the Settlement
26 Administrator will deliver to the LWDA, 75% of the PAGA Settlement Amount (the "LWDA
27 Payment") (i.e., \$37,500.00) as the LWDA's share of the settlement of the PAGA claims, which
28

1 the Parties believe in good faith is a fair and reasonable apportionment.

2 **h. No Additional Contribution by Defendant**

3 Defendant's monetary obligation under this Settlement and Agreement is limited to the
4 Gross Settlement Fund and the employer portion of payroll taxes. Defendant shall not be called
5 upon or required to contribute additional monies above the Gross Settlement Fund under any
6 circumstances whatsoever, except as to Defendant's share of the employer payroll, and except as
7 set forth in Section 3.06(b). All costs, fees, and expenses arising out of or in connection with the
8 performance of this Agreement shall be paid from the Gross Settlement Fund, but shall not include
9 attorneys' fees incurred (if any) in enforcing the Settlement Agreement caused by a breach of the
10 Settlement Agreement by Defendant.

11 If, for whatever reason and however it may occur, this Agreement is canceled, rescinded,
12 terminated, voided, or nullified or the Settlement is barred by operation of law, or invalidated, or
13 ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have
14 any obligation to pay any portion of the Gross Settlement Fund to anyone under the terms of this
15 Agreement, and all previous disbursements from the Gross Settlement Fund will immediately be
16 paid back to Defendant by the person or entity who received such disbursement. Any unpaid costs
17 already incurred by the Settlement Administrator shall be paid by Defendant should Defendant
18 elect to void this Agreement pursuant to Section 3.04(f); otherwise the costs will be split by the
19 Parties.

20 **i. No Claims Resulting from Payments**

21 No person shall have any claim of any kind whatsoever against any of the Parties, Defense
22 Counsel, Class Counsel, any Class Member, or the Settlement Administrator, based on the
23 distribution of payments made in accordance with this Agreement.

24 **j. No Effect on Employee Benefit Plans**

25 The payment to any Class Member as provided for in this Agreement (including, without
26 limitation, any Individual Settlement Payment, Individual PAGA Payment, or any Enhancement
27 Award paid to Named Plaintiff) is not and shall not be deemed to constitute an addition to, a
28 modification of, or a change in any previously credited hours of service, compensation and/or

1 wages under any collective bargaining agreement, employee benefit plan, employment policy, or
2 stock option plan of or sponsored by Defendant or any of its present or former parent corporations
3 or affiliates or any jointly trustee benefit plans. Any such payment to any Class Member shall not
4 form the basis for additional contributions to, additional benefits under, or any other additional
5 entitlements under any collective bargaining agreement, employee benefit plan, employment
6 policy, or stock option plan of or sponsored by Defendant or any of its present or former parent
7 corporations or affiliates or any jointly trustee benefit plans. Defendant and each of its present
8 and former parent corporations and affiliates retain the right to modify and/or amend the language
9 of their employee benefit plans, employment policies, and stock option plans, and to seek to have
10 modified and/or amended the language of any collective bargaining agreement, jointly trustee
11 benefit plans, to make clear that any amounts paid as a result of this Agreement are not
12 compensation or wages, or payments for "hours worked," as defined by the applicable
13 agreement(s), plans and policies, and that no additional contributions or benefits are required by
14 reason of the Settlement and this Agreement.

15 **k. Notice of Judgment**

16 Notice of Judgment shall be given to the Class pursuant to California Rules of Court, Rule
17 3.771. The Settlement Administrator will post the Final Approval Order and Judgement on its
18 website for a period of thirty (30) business days.

19 **ARTICLE IV**

20 **LIMITATIONS ON USE OF THIS SETTLEMENT**

21 **Section 4.01: No Admission**

22 Defendant vigorously disputes the allegations in the Action. This Agreement is entered into
23 solely for the purpose of compromising claims that are highly disputed by the Parties. Nothing in
24 this Agreement is intended to be or will be construed as an admission of liability or wrongdoing by
25 Defendant and/or any of the Released Parties.

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

27 Whether or not the Effective Date occurs, neither this Agreement nor any of its terms will
28 be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for

1 any purpose adverse to Defendant or any of the Released Parties, including, but not limited to,
2 evidence of a presumption, concession, indication, or admission by Defendant or any of the
3 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage;
4 (b) disclosed, referred to, or offered in evidence against any of the Defendant or Released Parties in
5 any further proceeding in the Action, or any other civil, criminal, or administrative action or
6 proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for
7 Defendant to establish that a Class Member has resolved any of his/her claims released through this
8 Agreement, (c) but may be used as evidence in any subsequent action for breach or enforcement of
9 this Agreement.

10 **Section 4.03: Nullification**

11 The Parties have agreed to the certification of the Class encompassing all causes of action
12 pled in the Operative Class Complaint for the sole purpose of effectuating this Agreement. If
13 (a) the Court should for any reason fail to certify the Class for settlement, or (b) the Court should
14 for any reason fail to approve this Settlement in the form agreed to by the Parties, or (c) the Court
15 should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, modified, or
16 declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its
17 entirety, with the exception of the Court's retention of exclusive and continuing jurisdiction of this
18 Action over all Parties and Class Members to interpret and enforce the terms, conditions, and
19 obligations of the Settlement, then (i) this Agreement shall be considered null and void; (ii) neither
20 this Agreement nor any of the related negotiations or proceedings shall be of any force or effect;
21 (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as they were at
22 the time immediately prior to the execution of the Settlement Agreement and if the Settlement
23 Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties
24 were willing to stipulate to class certification of all causes of action pled in the Action as part of the
25 Settlement for settlement purposes only will not have any bearing whatsoever on the remainder of
26 the litigation of the Action.

27 Invalidation of any material portion of this Agreement shall invalidate this Agreement in its
28 entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall

1 remain in full force and effect.

2 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
3 Gross Settlement Fund shall not be distributed pending the completion and results of the appeal.

4 **ARTICLE V**

5 **RELEASES**

6 **Section 5.01: Release of Claims As To All Class Members and Aggrieved Employees.**

7 All Settlement Class Members, including the Named Plaintiff (i.e., Class Members who do
8 not timely opt out of the Settlement as described in Section 3.04(b)) shall be bound by this
9 Agreement and shall be deemed to have fully and finally released all claims that were set forth, or
10 could have been set forth based on the facts alleged in the Operative Class Complaint.

11 Upon the Effective Date, and except as to such rights or claims as may be created by this
12 Agreement, the Settlement Class will be deemed to have, comprised of each member of the Class
13 who has not submitted a valid Opt Out Request, fully and finally release and discharge Defendant
14 and each of its officers, directors, employees, affiliates, subsidiaries, and agents (collectively, the
15 “Released Parties”), from any and all state wage and hour claims as pled in the Operative Class
16 Complaint or that could have been pled during the Class Period based upon the facts alleged in the
17 Operative Class Complaint, rights, demands, liabilities, and causes of action arising during the
18 Class Period based on the facts alleged in the Operative Class Complaint or reasonably could have
19 been alleged based on the facts and legal theories alleged in the Operative Class Complaint,
20 including without limitation, claims for wages, statutory penalties, liquidated damages, interest,
21 attorneys’ fees, litigation costs, restitution, or equitable relief, based on the following categories of
22 allegations: unpaid overtime, unpaid meal period premiums, unpaid rest break premiums, unpaid
23 minimum wages, final wages not timely paid, wages not timely paid during employment, non-
24 compliant wage statements, including but not limited to violations of and claims arising under
25 California law, Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512,
26 558, 1194, 1194.2, 1197, 1197.1, 1199; the applicable Industrial Welfare Commission Wage
27 Orders; Cal. Code Regs. Title 8, § 11070; and the *Business & Professions Code* §17200, *et seq.* as
28 it relates to the underlying California *Labor Code* claims referenced above. interest, attorneys’ fees

1 and costs, including as permissible under California *Code of Civil Procedure* §1021.5 (collectively,
2 “Released Class Claims”). The Class Members’ Released Class Claims include claims meeting the
3 above definition under any and all applicable California laws, statutes, regulations, and Wage
4 Orders.

5 Released PAGA Claims means Plaintiff and the State of California shall release Released
6 Parties of all claims for civil penalties under PAGA that could have been sought by the Labor
7 Commissioner or Plaintiff for the violations identified in Plaintiff’s PAGA Notice and Operative
8 Class Complaint during the PAGA Period, including any individual and non-individual
9 representative claims (“Released PAGA Claims”). Upon the Effective Date, all Aggrieved
10 Employees, regardless of whether they submitted a timely and valid Opt Out Request, will be
11 deemed to have fully and finally released and discharged the Released Parties from the Released
12 PAGA Claims which arose during the PAGA Period.

13 It is agreed that because the Class Members are so numerous, it is impossible or impractical
14 to have each Class Member execute this Agreement. The Class Notice will advise all Class
15 Members of the binding nature of the releases. Excepting only the Class Members who timely
16 submit a valid Opt-Out Request, the Class Notice shall have the same force and effect as if this
17 Settlement and Agreement were executed by each Settlement Class Member with regard to the
18 claims that he or she is releasing pursuant to the Settlement and Agreement.

19 **Section 5.02: General Release by Named Plaintiff.**

20 Plaintiff agrees to release all claims known or unknown, accrued or unaccrued, she has or
21 may have against Defendant and the Released Parties, including execution of a California *Civil*
22 *Code* section 1542 release and waiver.

23 In consideration of the monetary sum provided to Plaintiff by Defendant, subject to Court
24 approval, the Named Plaintiff fully releases and forever discharges the Released Parties from any
25 and all actions, causes of action, claims, charges, complaints, liabilities, obligations, promises,
26 agreements, controversies, damages, actions, suits, rights, demands, liens, costs, losses, debts,
27 penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys’ fees and costs,
28 interest, punitive damages and expenses (including, without limitation, back wages, penalties,

1 liquidated damages, and attorneys' fees and costs actually incurred) or liabilities of any kind which
2 have been or could have been asserted against the Released Parties arising out of or relating to
3 Plaintiff's employment with Defendant, and/or any other occurrence taking place on or before the
4 effective date of this Agreement, known or unknown, suspected or unsuspected, including but not
5 limited to claims arising out of, based upon, or relating to Plaintiff's employment with the
6 Defendant, or the remuneration for such employment, and the matters referred to herein, whether or
7 not known or suspected to exist, and whether or not specifically or particularly described herein.
8 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims or rights that
9 exist at the time of the execution of this Agreement arising out of alleged violations of any
10 contracts, express or implied (including but not limited to any contract of employment); any
11 contract or covenant of good faith or fair dealing (express or implied); any tort, including, without
12 limitation, negligence, fraud, misrepresentation under California *Labor Code* § 970, negligent
13 infliction of emotional distress, intentional infliction of emotional distress, slander and defamation;
14 wrongful or constructive termination; any "retaliation" claims; any claims relating to any breach of
15 public policy; any legal restrictions on Defendant's right to discharge employees or refuse to hire
16 applicants; and any federal, state, or other governmental statute, regulation, order or ordinance,
17 including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion,
18 sex, and national origin discrimination or harassment, including retaliation for reporting
19 discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of
20 the Rehabilitation Act of 1973 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1)
21 (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability
22 discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical
23 leave); (7) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*
24 (discrimination or harassment in employment and/or housing, including discrimination or
25 harassment based on race, religious creed, color, national origin, ancestry, disability, marital status,
26 sex (including pregnancy), sexual orientation, or age, including, without limitation, retaliation for
27 reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't Code
28 § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code, including but not limited to

1 California Labor Code § 2698 *et seq.* (PAGA), or any Industrial Welfare Commission Wage Order;
2 (10) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (11) Executive Order 11246 (race,
3 color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141
4 (age discrimination); (13) California *Business and Professions Code* Section 17200, *et. seq.*, and
5 (14) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits).

6 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

7 Named Plaintiff expressly waives any right or claim of right to assert hereafter that any
8 claim, demand, obligation, and/or cause of action, existing at the time of the execution of this
9 Agreement, have, through ignorance, oversight, or error, been omitted from the terms of this
10 Agreement. Named Plaintiff agrees there is a risk that each and every injury he may have suffered
11 by reason of the Released Parties' relationship with him might not now be known, and there is
12 further risk that said injuries, whether known or unknown at the date of this Agreement, might
13 possibly become progressively worse, and that as a result thereof further damages may be sustained
14 by him. Nevertheless, Named Plaintiff desires to forever and fully release and discharge the
15 Released Parties, and each of them, and understand that by the execution of this Agreement no
16 further claims for any such injuries that existed at the time of the execution of this Agreement may
17 ever be asserted by them. Named Plaintiff expressly waives and relinquishes all rights and benefits
18 afforded by section 1542 of the *Civil Code* of the State of California and does so understanding and
19 acknowledging the significance of such specific waiver of section 1542. Specifically, Named
20 Plaintiff waives his rights under Section 1542 of the *Civil Code*, which states:

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

24 Named Plaintiff makes this waiver with full knowledge of her rights and with the specific
25 intent to release all known and unknown claims arising on or before the effective date of this
26 Agreement, and therefore specifically waive the provisions of any statute in any state of the United
27 States which prevents release of unknown claims. Thus, subject to and in accordance with this
28 Agreement, even if Named Plaintiff may hereafter discover facts in addition to or different from

1 those she now knows or believes to be true, Named Plaintiff, upon the Effective Date, shall be
2 deemed to have fully, finally, and forever settled and released any and all claims against the
3 Released Parties that were alleged or could have been alleged in the Action, as well as any other
4 claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that
5 now exist, upon any theory of law or equity, including, without limitation, conduct that is
6 negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard
7 to the subsequent discovery or existence of such different or additional facts.

8 **Section 5.05: No Additional Attorneys' Fees or Costs**

9 Except for the Attorneys' Fees and Litigation Costs set forth in this Agreement, the Parties
10 agree to bear their own attorneys' fees and costs related to this Action.

11 **ARTICLE VI**

12 **MISCELLANEOUS**

13 **Section 6.01: Amendments, Modification or Rescission**

14 The terms and provisions of this Agreement may be amended or modified only by an
15 express written agreement that is signed by all the Parties (or their successors-in-interest) and their
16 counsel. In the event that the Court requires that certain changes be made to this Agreement or to
17 the Notice Packet as a condition of preliminary approval, then a signed stipulation by counsel for
18 the Parties shall be sufficient to amend or modify this Agreement or the Notice Packet without
19 additional signatures from the Named Plaintiff or Defendant. In the event any party is entitled to
20 and elects to revoke or rescind this Agreement, such revocation or rescission must be in writing.

21 **Section 6.02: Additional Representations and Warranties**

22 This Agreement is contingent upon Defendant paying the Gross Settlement Fund for a
23 complete resolution of the claims at issue in the Action, including, without limitation, attorneys'
24 fees and costs, but excluding any employer's payroll taxes or the Settlement Administrator's fees.

25 **Section 6.03: Assignment**

26 None of the rights, commitments, or obligations recognized under this Agreement may be
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
28 written consent of each other Party and its or their respective counsel. The representations,

1 warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the
2 Parties, the Class Members, and the Released Parties, and shall not be construed to confer any right
3 or to avail any remedy to any other person or entity.

4 **Section 6.04: Entire Agreement**

5 This Agreement, including, without limitation, the Exhibits referred to herein, which form
6 an integral part hereof, contains the entire understanding of the Parties hereto with respect to the
7 subject matter contained herein. In case of any conflict between text contained in Articles I
8 through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*,
9 Articles I through VI) shall be controlling. There are no restrictions, promises, representations,
10 warranties, covenants, or undertakings governing the subject matter of this Agreement other than
11 those expressly set forth or referred to herein. Upon its full execution, this Agreement supersedes
12 all prior agreements and understandings among the Parties hereto with respect to the Settlement,
13 including, without limitation, correspondence between Class Counsel and Defense Counsel, and
14 drafts of prior agreements or proposals.

15 **Section 6.05: Waiver of Compliance**

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

22 **Section 6.06: Counterparts and Fax/PDF Signatures**

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

1 **Section 6.07: Meet and Confer Regarding Disputes**

2 If any dispute arises among the Parties or their respective counsel regarding the
3 implementation or interpretation of this Agreement, Class Counsel, and Defendant' counsel shall
4 meet and confer in an attempt to resolve such dispute prior to submitting it to the Court.

5 **Section 6.08: Administration Costs**

6 The Parties agree to cooperate in the Settlement administration process and to make all
7 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
8 Settlement.

9 **Section 6.9: Circular 230 Disclaimer**

10 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
11 "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER
12 THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES
13 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
14 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
15 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
16 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
17 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
18 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 C.F.R. PART 10,
19 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
20 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
21 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
22 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
23 THE RECOMMENDATION OF ANY OTHER PARTY, OR ANY ATTORNEY OR
24 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON
25 ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
26 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON
27 THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY
28 OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

24 **Section 6.10: Privacy of Documents and Information**

25 The Named Plaintiff and Class Counsel agree that none of the documents and information
26 provided to them by Defendant shall be used for any purpose other than prosecution of this Action.

27 **Section 6.11: No Admission by the Parties**

28 Defendant and the Released Parties deny any and all claims alleged in this Action and deny

1 all wrongdoing whatsoever. The Parties have stipulated to class certification as set forth herein for
2 settlement purposes only. This Agreement is not a concession or admission, and shall not be used
3 against Defendant or any of the Released Parties as an admission or indication with respect to any
4 claim of any fault, concession, or omission by Defendant or any of the Released Parties. Whether
5 the Settlement is finally approved, the Settlement, any document, statement, proceeding or conduct
6 related to this Agreement, and/or any reports or accounts of this Agreement, shall not in any event
7 be:

8 a. construed as, offered, or admitted in evidence as, received as, or deemed to be
9 evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of
10 a presumption, concession, indication, or admission by any of the Released Parties of any liability,
11 fault, wrongdoing, omission, concession, or damage; or,

12 b. disclosed, referred to, or offered or received in evidence against any of the Released
13 Parties, in any further proceeding in the Action, or any other civil, criminal, or administrative
14 action or proceeding except for purposes of settling this Action pursuant to this Agreement.

15 **Section 6.12: Exhibits and Headings**

16 The terms of this Agreement include the terms set forth in any attached Exhibit, which are
17 incorporated by this reference as though fully set forth in this Agreement. Any Exhibit to this
18 Agreement is an integral part of the Settlement. The descriptive headings of any paragraphs or
19 sections of this Agreement are inserted for convenience of reference only and do not constitute a
20 part of this Agreement.

21 **Section 6.13: Interim Stay of Proceedings**

22 The Parties agree that all orders and deadlines in the litigation are stayed, except such
23 proceedings necessary to implement and complete the Settlement. In the event the Settlement is not
24 approved by the Court, the Parties shall return to the current status of the litigation.

25 **Section 6.14: Authorization to Enter Into Settlement Agreement**

26 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
27 whom they represent to negotiate this Agreement and to take all appropriate action required or
28 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to

1 execute any other documents required to effectuate the terms of this Agreement. The Parties and
2 their counsel will cooperate with each other and use their best efforts to effect the implementation
3 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
4 any document needed to implement the Settlement, or on any supplemental provisions that may
5 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
6 the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendant
7 represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant.

8 **Section 6.15: Binding on Successors and Assigns**

9 This Agreement shall be binding upon, and inure to the benefit of, the Parties, the Released
10 Parties, and their respective successors or assigns.

11 **Section 6.16: California Law Governs**

12 All terms of this Agreement and the attached Exhibits shall be governed by and interpreted
13 according to the laws of the State of California and the procedures of the Court.

14 **Section 6.17: This Settlement is Fair, Adequate, and Reasonable**

15 The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this
16 Action and have arrived at this Settlement in arm's length negotiations, taking into account all
17 relevant factors, present and potential. This Settlement was reached after extensive negotiations,
18 including an arms' length negotiation at mediation before respected mediator Tripper Ortman, Esq.
19 on May 17, 2023.

20 **Section 6.18: Cooperation and Drafting**

21 Each of the parties has cooperated in the drafting and preparation of this Agreement.
22 Hence, in any construction made to this Agreement, the same shall not be construed against any of
23 the Parties.

24 **Section 6.19: Invalidity of Any Provision**

25 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
26 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
27 as to define all provisions of this Agreement valid and enforceable. The provisions of this
28 Agreement are severable. To the extent any provision is deemed unlawful, to the extent possible,

1 such provision shall be severed and the remainder of the Agreement shall remain valid and
2 enforceable.

3 **Section 6.20: Defense**

4 To the extent permitted by law, this Agreement may be pleaded as a full and complete
5 defense to, and may be used as the basis for an injunction against, any action, suit, or other
6 proceedings that may be instituted, prosecuted, or attempted with respect to the Released Class
7 Claims and/or Released PAGA Claims in breach of or contrary to this Settlement.

8 **Section 6.21: Named Plaintiff's Waiver of Right to be Excluded**

9 The Named Plaintiff agrees to sign this Agreement and, by signing this Agreement, she
10 agrees: (1) to be bound by its terms, (2) not to request to be excluded from the Class Settlement,
11 and (3) represents that she have no objection to any of the terms of this Agreement. Non-
12 compliance by the Named Plaintiff with this paragraph shall be void and of no force or effect. Any
13 such request for exclusion or objection shall therefore be void and of no force or effect.

14 **Section 6.22: Public Statements**

15 Named Plaintiff, Defendant, Defense Counsel, and Class Counsel agree to limit public
16 comment on this Settlement and Agreement, the Action, and the claims asserted in the Action, to
17 stating that the matter has been resolved to the satisfaction of the Parties up until the Court grants
18 final approval of the Settlement. Class Counsel agrees not to include information relating to this
19 Settlement, such as the case title, case number or name of Defendant on Class Counsel's website or
20 any other marketing materials used by Class Counsel. Named Plaintiff, Defendant, Defense
21 Counsel, and Class Counsel shall not initiate public comment on this Settlement and Agreement,
22 the Action and the claims asserted in the Action with the exception that Class Counsel shall not be
23 precluded from communicating with Class Members, the LWDA, or other entities as required to
24 see preliminary and final approval of this Settlement. Defendant and/or the Released Parties can
25 communicate the existence of and/or use the Agreement as a defense to any claim(s) covered by the
26 releases in this Agreement.

27 **Section 6.23: Enforcement**

28 The Parties agree this Agreement shall be enforceable by the Court and the Court shall

1 retain exclusive and continuing jurisdiction of this Action over all Parties and Class Members to
2 interpret and enforce the terms, conditions, and obligations of the Settlement. The Named Plaintiff,
3 Class Members, and Defendant hereby submit to the personal and exclusive jurisdiction of the
4 Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this
5 Agreement and all orders and judgments entered in connection therewith. The prevailing party in
6 any action or proceeding to enforce this Agreement or otherwise concerning the terms of the
7 Settlement shall be awarded his, her, or its costs and reasonable attorneys' fees.

8 **Section 6.24: Neutral Reference**

9 Defendant shall provide a neutral job reference to any prospective employers that inquire as
10 to Plaintiff's employment with Defendant. Defendant is only to provide Plaintiff's last position
11 and dates of employment.

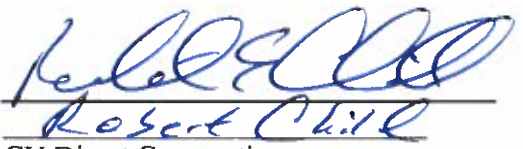
1 IN WITNESS WHEREOF, the parties hereto
2 knowingly and voluntarily executed this Joint
3 Stipulation of Class and PAGA Settlement and
4 Release between Plaintiff and Defendant as of
the date(s) set
forth below:

5 September 7, 2023

By: 

Denis Lizarraga
Named Plaintiff

6
7
8 September 7, 2023

9
10 By: 

CU Direct Corporation

11
12 Agreed as to form:

13 September 7, 2023

THE NOURMAND LAW FIRM, APC

14
15 By: 

Michael Nourmand
James A. De Sario
Attorney for Plaintiff
DENIS LIZARRAGA

16
17
18 September 11, 2023

CDF Labor Law LLP

19
20 By: 

Todd R. Wulffson
Ashley A. Halberda
Alessandra S. Whipple
Attorneys for Defendant
CU DIRECT CORPORATION