

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

Attorneys for Plaintiff, SHELINA DIN,
on behalf of herself and all others similarly situated and aggrieved

Yvonne Arvanitis Fossati (SBN 161764)

Chad D. Bernard (SBN 194162)

Sevada Hakopian (SBN 330602)

JACKSON LEWIS, P.C.

725 South Figueroa Street, Suite 2500

Los Angeles, California 90017-5408

Telephone: (213) 689-0404

Facsimile: (213) 689-0430

chad.bernard@jacksonlewis.com

sevada.hakopian@jacksonlewis.com

Attorneys for Defendants, NOBILITY HEALTH, INC.
and SILVA MORADI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SHELINA DIN, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

NOBILITY HEALTH, INC., a California
corporation; SILVA MORADI, an Individual,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV26623

[Assigned to the Hon. David S.
Cunningham III in Dept. 11]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: August 17, 2022

Trial Date: None Set

1 This Class and Private Attorney General Act (“PAGA”) Settlement Agreement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Shelina Din (“Plaintiff”), on one hand, and defendants Nobility Health, Inc. and Silva Moradi
4 (collectively “Defendants”), on the other hand. The Agreement refers to Plaintiff and Defendants
5 collectively as “Parties,” or individually as “Party.” This Settlement Agreement is subject to the
6 approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d),
7 and (e), and is made for the sole purpose of attempting to consummate settlement of the action
8 on a class-wide basis subject to the following terms and conditions. As detailed below, if the
9 Court does not enter an order granting final approval of this Settlement Agreement or the
10 conditions precedent are not met for any reason, this Settlement Agreement is void and of no
11 force or effect whatsoever.

12 1. DEFINITIONS

13 1.1. **“Action”** means the Plaintiff’s lawsuit alleging wage and hour violations against
14 Defendants, captioned *Shelina Din v. Nobility Health, Inc.*, Case No. 22STCV26623, initiated
15 on August 17, 2022, and pending in Superior Court of the State of California, County of Los
16 Angeles.

17 1.2. **“Administrator”** means ILYM Group, Inc., the neutral entity the Parties have agreed to
18 appoint to administer the Settlement.

19 1.3. **“Administration Expenses Payment”** shall include all costs and expenses associated
20 with and paid to the Administrator, which are estimated not to exceed TEN THOUSAND
21 DOLLARS AND ZERO CENTS (\$10,000.00.)

22 1.4. **“Aggrieved Employees”** means all persons currently or formerly employed by
23 Defendants, as hourly-paid, non-exempt employees in the State of California at any time during
24 the PAGA Period.

25 1.5. **“Class” or “Settlement Class”** means all persons currently or formerly employed by
26 Defendants, as hourly-paid, non-exempt employees in the State of California at any time during
27 the Class Period.

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- 1.6. **“Class Counsel”** means David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel of Bibiyan Law Group, P.C.
- 1.7. **“Class Counsel Fees Payment”** and **“Class Counsel Litigation Expenses Payment”** mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. **“Class Data”** means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).
- 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 the period from August 17, 2018 through August 18, 2023.
- 1.13. **“Class Representative”** means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 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. **“Defendants”** shall mean the named defendants Nobility Health, Inc. and Silva Moradi.
- 1.17. **“Defense Counsel”** shall mean Jackson Lewis, P.C.

1 1.18. **“Effective Date”** shall mean the date by when both of the following have occurred: (a)
2 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
5 one or more Participating Class Members objects to the Settlement, the day after the deadline
6 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
7 the day after the appellate court affirms the Judgment and issues a remittitur.

8 1.19. **“Final Approval”** means the Court’s order granting final approval of the Settlement.

9 1.20. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. **“Final Judgment”** means the Judgment entered by the Court based upon the Final
12 Approval.

13 1.22. **“Gross Settlement Amount”** is the agreed upon non-reversionary settlement amount
14 totaling \$225,000.00 (Two Hundred Twenty-Five Thousand Dollars and Zero Cents), which may
15 be increased as provided in Paragraph 8.1 below, to be paid by Defendants in full satisfaction of
16 all class and representative action claims arising from the facts alleged in the Action and LWDA
17 Notice, which includes all Individual Settlement Payments to Participating Class Members,
18 Settlement Administration Costs, the PAGA Settlement Amount, Plaintiff’s Class Representative
19 Service Payment as provided in Paragraph 3.2.1, Attorneys’ Fees and Litigation Costs. This
20 Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on an “all in”
21 Gross Settlement Amount. In no event will Defendant be liable for more than the Gross
22 Settlement Amount for the Released Claims, with the exception of Defendant’s share of payroll
23 taxes, which shall be funded by Defendant separately. Not later than sixty (60) calendar days
24 after the Effective Date, Defendant shall deposit the Gross Settlement Amount into a non-
25 interest-bearing Qualified Settlement Fund created by the Settlement Administrator. The
26 Settlement Administrator shall handle such monies pursuant to the terms of Settlement
27 Agreement.

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1 1.23. **“Individual Class Payment”** means the Participating Class Member’s pro rata share of
2 the Net Settlement Amount calculated according to the number of Workweeks worked during
3 the Class Period.

4 1.24. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25%
5 of the PAGA Penalties calculated according to the number of Workweeks worked during the
6 PAGA Period.

7 1.25. **“Judgment”** means the judgment entered by the Court based upon Final Approval.

8 1.26. **“LWDA”** means the California Labor and Workforce Development Agency, the agency
9 entitled, under Labor Code section 2699, subd. (i).

10 1.27. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subd. (i).

12 1.28. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following
13 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
14 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
16 paid to Participating Class Members as Individual Class Payments.

17 1.29. **“Non-Participating Class Member”** means any Class Member who opts out of the
18 Settlement by sending the Administrator a valid and timely Request for Exclusion.

19 1.30. **“Operative Complaint”** means the First Amended Complaint to be filed in the Class
20 Action.

21 1.31. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee
22 worked for Defendants for at least one day during the PAGA Period.

23 1.32. **“PAGA Period”** means the period from July 13, 2021 through the end of the Class
24 Period.

25 1.33. **“PAGA”** means the Private Attorneys’ General Act (Labor Code §§ 2698. *et seq.*).

26 1.34. **“PAGA Notice”** means Plaintiff’s July 13, 2022 letter to Defendants and the LWDA,
27 providing notice pursuant to Labor Code section 2699.3 subd. (a).

28 1.35. **“PAGA Penalties”** means the total amount of PAGA civil penalties (\$15,000.00) to be

1 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750.00)
2 and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

3 1.36. **“Participating Class Member”** means a Class Member who does not submit a valid and
4 timely Request for Exclusion from the Settlement.

5 1.37. **“Plaintiff”** means Shelina Din, the named plaintiff in the Action.

6 1.38. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the
7 Settlement.

8 1.39. **“Preliminary Approval Order”** means the proposed Order granting Preliminary
9 Approval and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to
10 Plaintiff’s presentation of the same to the Court.

11 1.40. **“Released Class Claims”** means the claims being released as described in Paragraph 5.2
12 below.

13 1.41. **“Released PAGA Claims”** means the claims being released as described in Paragraph
14 5.4 below.

15 1.42. **“Released Parties”** means: Defendants and all of Defendants’ parent corporations,
16 affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and
17 their current and former employees, attorneys, owners, officers, directors, and agents thereof,
18 both individually and in their business capacities, and their employee benefit plans and programs
19 and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both
20 individually and in their business capacities.

21 1.43. **“Request for Exclusion”** shall refer to the process of submitting a timely and valid
22 request for exclusion from the Settlement in accordance with the terms of the Class Notice and
23 no later than the Response Deadline.

24 1.44. **“Response Deadline”** means forty-five (45) days after the Administrator mails Notice to
25 Class Members and Aggrieved Employees and shall be the last date on which Class Members
26 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
27 Settlement. Class Members to whom Notice Packets are resent after having been returned
28 undeliverable to the Administrator shall have an additional 15 days beyond the Response

Deadline has expired.

1.45. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

1.46. **“Workweek”** means the number of weeks worked by a Class Member during the Class Period according to Defendants’ payroll records, with any partial weeks excluded from the calculations. Workweeks will be calculated by the Administrator for each Class Member, using each Class Member’s start and end dates of employment, excluding leaves of absences, to determine the number of days the Class Member was employed by Defendants within the Class Period or PAGA Period, and dividing the total days by seven (7). Defendants’ Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Administrator by credible, written evidence. All Workweek disputes will be resolved and decided by the Administrator and the Administrator’s decision on all Workweeks Disputes will be final and non-appealable.

1.47. **“Workweek(s) Dispute(s)”** means the submission by a Class Member to the Administrator to dispute the number of Workweeks credited to the Class Member.

2. RECITALS

2.1. On July 13, 2022, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.2. On August 17, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) engaging in unfair competition (the “Class Action”). On September 30, 2022, after 65 days passed without any communication from the LWDA, Plaintiff filed a separate representative action under PAGA in the Superior Court of California for the County of Los Angeles, entitled as *Shelina Din v.*

1 *Nobility Health Inc. et. al.*, Case Number 22STCV32076, for civil penalties under Labor Code
2 sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 in connection with the allegations made in the
3 PAGA Notice (the “PAGA Action”). As part of this Settlement, the Parties hereby agree to
4 stipulate to Plaintiff filing a First Amended Complaint in the Class Action, and dismissing,
5 without prejudice, the PAGA Action, to effectively consolidate the PAGA Action into the Class
6 Action. The First Amended Complaint shall be the “Operative Complaint.” Hereinafter, the
7 Class Action shall be referred to as the “Action.”

8 2.3. Defendants generally deny all claims alleged in the Operative Complaint and further
9 denies class treatment is appropriate for any purpose other than this Settlement. Defendants
10 contend they complied with California and other applicable law. It is Defendants’ position that,
11 if litigation continued, class certification would be denied on all claims. Defendants concluded
12 further litigation of the Operative Complaint would be protracted and expensive. Defendants
13 further determined it is desirable that the Operative Complaint be fully and finally settled in the
14 manner and upon the terms and conditions in this Settlement Agreement.

15 2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
16 Defendants and the LWDA by sending the PAGA Notice.

17 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend an early
18 mediation. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and
19 payroll records for 100% of the estimated 74 Class Members; (2) class data points, including
20 average rates of pay, total hours worked during the Class Period, the number of shifts worked
21 during the Class Period, the number of terminated/separated Class Members eligible for waiting
22 time penalties, the number of Aggrieved Employees (current and former), the number of hours
23 worked, and number of pay periods in the wage statement period and/PAGA Period; (3) all of
24 Defendants’ policy documents; and (4) Defendants’ employee handbooks. Plaintiff’s
25 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
26 *Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
27 (2008) 168 Cal. App. 4th 116, 129-130 (Dunk/Kullar).

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2.6. On June 15, 2023, the parties participated in an all-day mediation presided over by Steven Serratore, Esq. which led to this Agreement to settle the Action.

2.7. The Court has not granted class certification.

2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants promise to pay \$225,000.00 as the Gross Settlement Amount, unless escalated pursuant to Paragraph 8.1 of this Agreement and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative or of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will endeavor to seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class

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

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$78,750.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

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1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$10,000.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
6 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
7 all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 90% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility and
17 liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to their
21 Individual Class Payments in the Net Settlement Amount for distribution to
22 Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00)
25 allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual
26 PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share

of PAGA Penalties (\$3,750.00) 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 Payment.

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 IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 74 Class Members who collectively worked a total of 2,389 Workweeks, and 69 Aggrieved Employees who worked a total of 1,385 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. 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 employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 60 calendar days after the Effective Date.

1 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the
2 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
3 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
4 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and
5 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
6 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
7 shall not precede disbursement of Individual Class Payments and the Individual PAGA
8 Payments.

9 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
10 Individual PAGA Payments and send them to the Class Members via First Class U.S.
11 Mail, postage prepaid. The face of each check shall prominently state the date (not less
12 than 180 days after the date of mailing) when the check will be voided. The
13 Administrator will cancel all checks not cashed by the void date. The Administrator will
14 send checks for Individual Settlement Payments to all Participating Class Members
15 (including those for whom Class Notice was returned undelivered). The Administrator
16 will send checks for Individual PAGA Payments to all Aggrieved Employees including
17 Non-Participating Class Members who qualify as Aggrieved Employees (including
18 those for whom Class Notice was returned undelivered). The Administrator may send
19 Participating Class Members a single check combining the Individual Class Payment
20 and the Individual PAGA Payment. Before mailing any checks, the Settlement
21 Administrator must update the recipients' mailing addresses using the National Change
22 of Address Database.

23 4.4.2. The Administrator must conduct a Class Member Address Search for all other
24 Class Members whose checks are returned undelivered without USPS forwarding
25 address. Within 7 days of receiving a returned check the Administrator must re-mail
26 checks to the USPS forwarding address provided or to an address ascertained through
27 the Class Member Address Search. The Administrator need not take further steps to
28 deliver checks to Class Members whose re-mailed checks are returned as undelivered.

1 The Administrator shall promptly send a replacement check to any Class Member whose
2 original check was lost or misplaced, requested by the Class Member prior to the void
3 date.

4 4.4.3. For any Class Member whose Individual Class Payment check or Individual
5 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
6 shall transmit the funds represented by such checks to the California Controller's Office,
7 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
8 residue" subject to the requirements of California Code of Civil Procedure Section 384.

9 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
10 not obligate Defendants to confer any additional benefits or make any additional
11 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
12 specified in this Agreement.

13 **5. RELEASE OF CLAIMS**

14 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
15 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
16 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
17 Class Members, Aggrieved Employees, and Class Counsel will release claims against all
18 Released Parties as follows:

19 5.1. Plaintiff's Release. Plaintiff will be deemed to have fully released and discharged the
20 Released Parties of and from all claims arising from his employment with Defendants, separation
21 of employment from Defendants, and any acts that have or could have been asserted in any legal
22 action or proceeding against Defendants, whether known or unknown, arising under any federal,
23 state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code,
24 Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of
25 1964, Employee Retirement Income Security Act, National Labor Relations Act, California
26 Corporations Code, California Business and Professions Code, California Fair Employment and
27 Housing Act, California Constitution (all as amended), and law of contract and tort, as well as
28 for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other

1 employment compensation, emotional distress, medical expenses, other economic and non-
2 economic damages, attorney fees, and costs, arising on or before the Effective Date. Plaintiff
3 may hereafter discover facts in addition to or different from those which she now knows or
4 believes to be true with respect to the subject matter of all the claims referenced herein, but agrees
5 that, upon the Effective Date, Plaintiff shall and hereby does fully, finally, and forever settle and
6 release any and all claims against the Released Parties, known or unknown, suspected or
7 unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon
8 any theory of law or equity without regard to the subsequent discovery of existence of such
9 different or additional facts.

10 **5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.**

11 With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges
12 and waives any and all rights and benefits available under California Civil Code section 1542, as
13 well as any other statutes or common law principles of a similar effect, which provides:

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

18 **5.3 Release by Participating Class Members Who Are Not Aggrieved Employees:** For the
19 duration of the Class Period, all Participating Class Members, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors
21 and assigns, release Released Parties from all claims that were alleged or reasonably could have
22 been alleged based on the facts stated in the Operative Complaint including: (1) all claims for
23 failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for
24 failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to
25 provide rest periods or compensation in lieu thereof; (5) all claims for waiting time penalties; (6)
26 all claims for wage statement violations; (7) all claims for failure to timely pay wages; (8) all
27 claims for failure to indemnify; and (9) all claims asserted through California Business &
28 Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in

the Operative Complaint. Except as set forth in this Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4 Release by Non-Participating Class Members Who Are Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.2 Defendants' Declaration in Support of Preliminary Approval. Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendants and Defendants' counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "*cy pres* recipient."

6.3 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and

1 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
2 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
3 to its willingness to serve; competency; operative procedures for protecting the security of Class
4 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
5 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
6 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
7 Counsel; (v) a declaration from Plaintiff confirming willingness and competency to serve and
8 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members;
9 (v) a declaration from each Class Counsel firm attesting to its competency to represent the Class
10 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
11 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
12 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) all facts relevant
13 to any actual or potential conflict of interest with Class Members and the Administrator. In their
14 Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any
15 other pending matter or action asserting claims that will be extinguished or adversely affected by
16 the Settlement.

17 6.4 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
18 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
19 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
20 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
21 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
22 Administrator.

23 6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
24 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
25 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
26 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
27 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
28 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by

meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit "A." The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the

1 Administrator shall update Class Members' addresses using the National Change of
2 Address database.

3 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
4 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
5 using any forwarding address provided by the USPS. If the USPS does not provide a
6 forwarding address, the Administrator shall conduct a Class Member Address Search,
7 and re-mail the Class Notice to the most current address obtained. The Administrator
8 has no obligation to make further attempts to locate or send Class Notice to Class
9 Members whose Class Notice is returned by the USPS a second time.

10 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
11 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
12 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
13 notice is re-mailed. The Administrator will inform the Class Member of the extended
14 deadline with the re-mailed Class Notice.

15 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
16 discovers any persons who believe they should have been included in the Class Data
17 and should have received Class Notice, the Parties will expeditiously meet and confer
18 in person or by telephone and in good faith, in an effort to agree on whether to include
19 them as Class Members. If the Parties agree, such persons will be Class Members
20 entitled to the same rights as other Class Members, and the Administrator will send, via
21 email or overnight delivery, a Class Notice requiring them to exercise options under this
22 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in
23 the Class Notice, which ever are later.

24 7.5. Requests for Exclusion (Opt-Outs).

25 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
26 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
27 not later than 45 days after the Administrator mails the Class Notice (plus an additional
28 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion

1 is a letter from a Class Member or his/her representative that reasonably communicates
2 the Class Member's election to be excluded from the Settlement and includes the Class
3 Member's name, address and email address or telephone number. To be valid, a Request
4 for Exclusion must be timely faxed, emailed or postmarked by the Response Deadline.

5 7.5.2. An Opt Out Request shall be deemed valid only if: (1) the Class Member has
6 provided his or her full name, address, and the last four digits of his or her Social
7 Security Number on the Opt Out Request; (2) the Class Member has completed, dated,
8 and signed the Opt Out Request; (3) the name and last four digits of the Social Security
9 Number provided by the Class Member on the Opt Out Request matches Defendant's
10 records; and (4) the Opt Out Request is postmarked on or before the Response Deadline.

11 7.5.3. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
13 to all benefits and bound by all terms and conditions of the Settlement, including the
14 Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement,
15 regardless of whether the Participating Class Member actually receives the Class Notice
16 or objects to the Settlement.

17 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
18 Non-Participating Class Member and shall not receive an Individual Class Payment or
19 have the right to object to the class action components of the Settlement. Because future
20 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
21 Participating Class Members who are Aggrieved Employees are deemed to release the
22 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
23 PAGA Payment.

24 7.5.5. Defendants' Right to Withdraw. In the event that 10% or more Class Members
25 opt out of the settlement, Defendant has the right (but not the obligation) to void the
26 settlement. The Parties must file a joint stipulation to notify the Court of Defendant's
27 decision to rescind the settlement. This option to rescind the Settlement must be
28 exercised by way of written notice sent to Class Counsel by certified mail within fifteen

(15) calendar days after the Administrator receives all potential opt-outs from Settlement Class Members.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel (with the name and contact information redacted) and the Administrator's determination of the challenges.

7.7. Objections to Settlement

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at the Class Member's expense to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

components of the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include/provide the Administrator’s assessment of the validity of

1 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
2 received.

3 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
4 address and make final decisions consistent with the terms of this Agreement on all
5 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
6 Administrator's decision shall be final and not appealable or otherwise susceptible to
7 challenge.

8 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which
9 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
10 Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable
11 for filing in Court attesting to its due diligence and compliance with all of its obligations
12 under this Agreement, including, but not limited to, its mailing of Class Notice, the
13 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to
14 locate Class Members, the total number of Requests for Exclusion from Settlement it
15 received (both valid or invalid), the number of written objections and attach the
16 Exclusion List. The Administrator will supplement its declaration as needed or
17 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
18 Administrator's declaration(s) in Court.

19 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
20 disburses all funds in the Gross Settlement Amount, the Administrator will provide
21 Class Counsel and Defense Counsel with a final report detailing its disbursements by
22 employee identification number only of all payments made under this Agreement. At
23 least 7 days before any deadline set by the Court, the Administrator will prepare, and
24 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
25 Court attesting to its disbursement of all payments required under this Agreement. Class
26 Counsel is responsible for filing the Administrator's declaration in Court.

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8. CLASS SIZE ESTIMATES AND INCREASE IN WORKWEEKS

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 74 Class Members and 2,389 Total Workweeks during the Class Period and (2) there were 69 Aggrieved Employees who worked 1,385 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendants represent that at the time of the mediation, there were no more than 2,389 Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10% or 239 Workweeks (i.e. if there are 2,629 or more Workweeks), then, the Parties agree that Defendants may elect to increase the Gross Settlement Amount proportionally by the Workweeks worked by Class Members in excess of 2,628 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed upon Gross Settlement Amount (\$225,000.00) by 2,389 Workweeks, which amounts to a Workweek Value of \$94.18 per Workweek. Thus, for example, should there be 2,700 Workweeks worked by Class Members during the Class Period, then the Gross Settlement Amount shall be increased by \$6,780.96 ((2,700 Workweeks – 2,628 Workweeks) x \$94.18 per Workweek). Alternatively, should the number of Workweeks exceed 2,628, Defendants may elect to modify the end date of the Class Period to occur on the date in which the number of Workweeks is 2,628, instead of the current Class Period end date. Should Defendants elect to modify the end date of the Class Period, then Defendants shall notify Class Counsel of its election no later than ten (10) calendar days after Defendants have received sufficient information to determine the number of Workweeks has exceeded 2,628.

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9. MOTION FOR FINAL APPROVAL

Not later than 16 court days prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for

Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval, conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members) or if the Settlement is terminated by either Party in accordance with this Settlement Agreement, the Parties will request that the Court reopens the proceedings within 14 days. Notwithstanding the foregoing, the Parties agree to expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment (including pursuant to Code of Civil Procedure 664.6), (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver

of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. However, if the only basis for the appeal relates to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will be solely responsible for any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason

1 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
2 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
3 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
4 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
5 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
6 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
7 Settlement and this Agreement). Payment of wages does not extend or alter the Class Members'
8 or Aggrieved Employees' period of employment for any purpose.

9 11.2. Confidentiality. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately
10 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of
11 them will not disclose, disseminate and/or publicize, or cause or permit another person to
12 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
13 specifically or generally, to any person, corporation, association, government agency, or other
14 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
15 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary
16 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena;
17 or (5) in response to an inquiry or subpoena issued by a state or federal government agency. If
18 contacted by the media or members of the press, the Parties, Defendants' Counsel, and Class
19 Counsel will merely inform them that the case has been resolved and refer them to the public
20 filings. The terms of the Settlement shall remain confidential until the Parties submit the motion
21 for preliminary approval to the Court. Each Party agrees to immediately notify each other Party
22 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class
23 Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate
24 any conversation or other communication, before the filing of the Motion for Preliminary
25 Approval, any third party regarding this Agreement or the matters giving rise to this Agreement
26 except to respond only that "the matter was resolved," or words to that effect. This paragraph
27 does not restrict Class Counsel's communications with Class Members in accordance with Class
28 Counsel's ethical obligations owed to Class Members.

1 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
4 ability to communicate with Class Members in accordance with Class Counsel's ethical
5 obligations owed to Class Members.

6 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties
8 relating to the Settlement, superseding any and all oral representations, warranties, covenants or
9 inducements made to or by any Party.

10 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
12 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
13 its terms and to execute any other documents reasonably required to effectuate the terms of this
14 Agreement including any amendments to this Agreement.

15 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
16 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
17 Settlement Agreement, submitting supplemental evidence, and supplementing points and
18 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
19 or content of any document necessary to implement the Settlement or on any modification of the
20 Agreement that may become necessary to implement the Settlement, the Parties will seek the
21 assistance of a mediator and/or the Court for resolution.

22 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or
24 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
25 action or right released and discharged by the Party in this Settlement.

26 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
27 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied
28 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR

Part 10, as amended) or otherwise.

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

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

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

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

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

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations or in connection with the Settlement, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

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

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

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IT IS SO AGREED:



Shelina Din (Mar 7, 2024 16:12 PST)

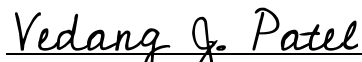
For Plaintiff, Shelina Din

For Defendants, Nobility Health, Inc. and Silva Moradi

APPROVED AS TO FORM:

BIBIYAN LAW GROUP, P.C.

JACKSON LEWIS P.C.



David D. Bibiyan

Vedang J. Patel

Counsel for Plaintiff, Shelina Din

Yvonne Arvanitis Fossati

Chad D. Bernard

Sevada Hakopian

Counsel for Defendants

1 shall be accepted as an original. All executed counterparts and each of them will be deemed to
2 be one and the same instrument if counsel for the Parties will exchange between themselves
3 signed counterparts. Any executed counterpart will be admissible in evidence to prove the
4 existence and contents of this Agreement.

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7 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
8 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
9 process.

10 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
11 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity,
12 illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel
13 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
14 to proceed as if such invalid, illegal or unenforceable provision had never been included in this
15 Agreement.

16 ///

17 **IT IS SO AGREED:**

18
19 _____ Silva Moradi
20 _____
21 For Plaintiff, Shelina Din For Defendants, Nobility Health, Inc. and Silva
22 Moradi

23 **APPROVED AS TO FORM:**

24 BIBIYAN LAW GROUP, P.C.

25 JACKSON LEWIS P.C.

26 _____
27 David D. Bibiyan
28 Vedang J. Patel
Counsel for Plaintiff, Shelina Din

26 _____
27 Yvonne Arvanitis Fossati
28 Chad D. Bernard
Sevada Hakopian
Counsel for Defendants

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