

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARIA CRISTINA SUAREZ aka MA
CRISTINA SUAREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADDLIFE, a California corporation; and DOES
1 through 10, inclusive,

Defendants

Case No.: 25CV461397

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

Complaint Filed: March 19, 2025
Trial Date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Cristina Suarez (“Plaintiff”) and Defendant Addlife, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Suarez v. Addlife*, pending in the Santa Clara County Superior Court Case No. 25CV461397.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the Class Period.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 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 Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 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 (“NCOA”) 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, in the form, without material variation unless otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.
- 1.12. “Class Period” means the period from March 19, 2021 to the date Class Members have worked an aggregate of 24,000 workweeks, as determined by the Settlement Administrator based on Defendant's records, but in no event later than the date the Court grants preliminary approval of the Settlement.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative, Maria Cristina Suarez, for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means any court before which the Parties seek settlement approval of this Agreement, including the Superior Court of California, County of Santa Clara.
- 1.16. “Defendant” means Addlife, Inc. the named defendant in the Action.
- 1.17. “Defense Counsel” means Kaufman Dolowich.
- 1.18. “Effective Date” means: (a) the date the Court grants the Final Approval Order, if no objections are asserted and no individual seeks to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Final Approval Order, if any

1 objections are asserted or any individual seeks to intervene in the matter but no appeal is
2 filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of
3 that appeal which is the day the appellate court affirms the Final Approval Order and
4 issues a remittitur if the appeal is rejected or dismissed, the settlement is upheld, and the
5 settlement approval order is no longer subject to further judicial review.

6 1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

7 1.20. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of
8 the Settlement.

9 1.21. “Gross Settlement Amount” means \$450,000.00 which is the total amount Defendant
10 agrees to pay under the Settlement except as provided in Paragraph 8.1 below. The Gross
11 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
12 Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
13 Litigation Expenses Payment, Class Representative Service Payment, and the
14 Administration Expenses Payment.

15 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
16 Net Settlement Amount calculated according to the number of Workweeks worked during
17 the Class Period.

18 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of
19 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
20 during the PAGA Period.

21 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.

22 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency
23 entitled, under Labor Code § 2699(i).

24 1.26. “LWDA PAGA Payment” means the 65% portion of the PAGA Penalties paid to the
25 LWDA under Labor Code § 2699(i).

26 1.27. “Net Settlement Amount” means the Gross Settlement Amount and less the following
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
28 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.30. “PAGA Period” means the period from March 19, 2024, to the date Class Members have worked an aggregate of 24,000 workweeks, as determined by the Settlement Administrator based on Defendant's records, but in no event later than the date the Court grants preliminary approval of the Settlement.

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

1.32. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA, dated March 15, 2025, providing notice pursuant to Labor Code § 2699.3(a).

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

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

1.35. “Plaintiff” means Maria Cristina Suarez, the named Plaintiff in the Action.

1.36. “Preliminary Approval Hearing” means the hearing of the motion requesting preliminary approval of the Class portion of the Settlement.

1.37. “Preliminary Approval Order” means the order granting preliminary approval of the Class portion of the Settlement.

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

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

- 1.40. “Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of their owners, managerial employees, agents, directors, and/or officers.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail his or her challenge to Workweeks/Pay Periods allocated to him or her. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by fourteen (14) calendar days beyond the original Response Deadline.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period. Workweeks may be based on weeks during which at least one day was worked.

2. **RECITALS.**

- 2.1. On March 19, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, et. seq.).

- 2.2. On May 21, 2025, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Complaint will be the operative complaint in the Action (the “Operative Complaint.”)
- 2.3. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.4. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On February 5, 2026, the Parties participated in an all-day mediation presided over by wage and hour mediator, Steve Rottman, which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay periods, policy documents, and data about the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).
- 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. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay \$450,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 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 Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee), as approved by the Court. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (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 Class Representative Service Payment will be reported using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$150,000.00, subject to the escalator clause, and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (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

1 the Net Settlement Amount. Released Parties shall have no liability to Class
2 Counsel, or any other Plaintiff's Counsel, arising from any claim to any portion of
3 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
4 Payment. The Administrator will pay the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class
6 Counsel assumes full responsibility and liability for taxes owed on the Class
7 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
8 holds Defendant harmless, and indemnifies Defendant, from any dispute or
9 controversy regarding any division or sharing of any of these Payments.

10 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
11 \$8,000.00 except for a showing of good cause and as approved by the Court. To the
12 extent the Administration Expenses Payment are less or the Court approves
13 payment less than \$8,000.00, the Administrator will retain the remainder in the Net
14 Settlement Amount.

15 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
16 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
17 by all Participating Class Members during the Class Period and (b) multiplying the
18 result by each Participating Class Member's Workweeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
20 each Participating Class Member's Individual Class Payment will be
21 allocated to settlement of wage claims (the "Wage Portion"). The Wage
22 Portions are subject to tax withholding and will be reported on an IRS W-2
23 Form. Eighty percent (80%) of each Participating Class Member's
24 Individual Class Payment will be allocated to settlement of claims for
25 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions
26 are not subject to wage withholdings and will be reported on IRS 1099
27 Forms. Participating Class Members assume full responsibility and liability
28 for any employee taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefor have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA Payment and 35% (\$10,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the \$10,500.00 in PAGA Penalties 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-MISC Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later no later than July 15, 2027, or after the court approves settlement, or the Effective Date, whichever is later.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all

Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Services Payment shall not precede disbursement of Individual Class Payments.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the NCOA database.

4.2.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member

1 whose original check was lost or misplaced, requested by the Class Member prior
2 to the void date.

3 4.2.3. For any Class Member whose Individual Class Payment check or Individual
4 PAGA Payment check is uncashed and cancelled after the void date, the
5 Administrator shall transmit the funds represented by such checks to the California
6 Controller's Unclaimed Property Fund in the name of the Class Member thereby
7 leaving no "unpaid residue" subject to the requirements of California Code of Civil
8 Procedure § 384(b).

9 4.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall
10 not obligate Defendant to confer any additional benefits or make any additional
11 payments to Class Members (such as 401(k) contributions or bonuses) beyond
12 those specified in this Agreement.

13 **5. RELEASES OF CLAIMS.**

14 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
15 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
16 Members, and Class Counsel will release claims against all Released Parties as follows:

17 5.1. Plaintiff's Release.

18 5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present
19 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
20 assigns generally release and discharge Released Parties from all claims,
21 transactions, or occurrences, known or unknown, including, but not limited to: (a)
22 all claims that were, or reasonably could have been, alleged, based on the facts
23 contained, in the Operative Complaint and (b) all PAGA claims that were, or
24 reasonably could have been, alleged based on facts contained in Plaintiff's PAGA
25 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or
26 actions to enforce this Agreement, or to any claims for vested benefits,
27 unemployment benefits, disability benefits, social security benefits, workers'
28 compensation benefits that arose at any time, or based on occurrences outside the

1 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
2 different from, or in addition to, the facts or law that Plaintiff now knows or
3 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
4 remain effective in all respects, notwithstanding such different or additional facts or
5 Plaintiff's discovery of them.

6 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
7 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
8 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
9 reads:

10 **A general release does not extend to claims that the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor**
12 **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.

13 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
14 themselves and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, release Released Parties from all claims, causes of
16 action and factual or legal theories that were alleged on behalf of Class Members in the
17 Operative Complaint, or reasonably could have been alleged based on the facts and
18 legal theories contained in the Operative Complaint during the Class Period. Class
19 Members do not release any other claims, including claims for vested benefits, wrongful
20 termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, workers' compensation, or claims that may be
22 prohibited by law.

23 5.3. PAGA Release: The State of California, and anyone purporting to act on its behalf, will
24 release all claims for civil penalties under PAGA, based on the facts and Labor Code
25 sections that were alleged or reasonably could have been alleged in Plaintiff's PAGA letter
26 and the Operative Complaint during the PAGA Period. The release will be as to the
27 Released Parties.
28

1 **6. MOTION FOR PRELIMINARY APPROVAL.**

2 Plaintiff shall file a motion for preliminary approval (“Motion for Preliminary Approval”) subject to the
3 review by Defendant, as follows:

- 4 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
5 documents necessary for obtaining a Preliminary Approval Order, including: (i) a draft of
6 the notice, and memorandum in support, of the Motion for Preliminary Approval that
7 includes an analysis of the Settlement under governing case law and a request for approval
8 of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft Preliminary Approval
9 Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator
10 attaching its “not to exceed” bid for administering the Settlement and attesting to its
11 willingness to serve; competency; operative procedures for protecting the security of Class
12 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
13 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
14 Members; and the nature and extent of any financial relationship with Plaintiff, Class
15 Counsel, Defendant, or Defense Counsel; (v) a signed declaration from Plaintiff
16 confirming willingness and competency to serve and disclosing all facts relevant to any
17 actual or potential conflicts of interest with Class Members, and the Administrator; and,
18 (vi) a signed declaration from each Class Counsel firm attesting to its competency to
19 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
20 documents; and, all facts relevant to any actual or potential conflict of interest with Class
21 Members, and the Administrator. Class Counsel shall aver that they are not aware of any
22 other pending matter or action asserting claims that will be extinguished or adversely
23 affected by the Settlement or disclose the existence of any such pending matters.
24 Alternatively, if such other actions are filed between the execution of this Agreement and
25 the filing of the Motion for Preliminary Approval and become known to Class Counsel,
26 Class Counsel will advise Defense Counsel.
- 27 6.2. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and
28 filing the Motion for Preliminary Approval no later than forty-five (45) calendar days after

the full execution of this Agreement (extended in the event that any court processes delay the ability to file the Motion); obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not enter a Preliminary Approval Order or conditions a Preliminary Approval Order on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 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 § 468B-1.

7.4. Class Data. Not later than fifteen (15) calendar days after the Court enters a Preliminary

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

12 7.5. Notice to Class Members.

13 7.5.1. No later than three (3) business days after receipt of the Class Data, the
14 Administrator shall notify Class Counsel that the list has been received and state
15 the number of Class Members, Aggrieved Employees, Workweeks, and Pay
16 Periods in the Class Data.

17 7.5.2. Using best efforts to perform as soon as possible, and in no event later than
18 fourteen (14) calendar days after receiving the Class Data, the Administrator will
19 send to all Class Members identified in the Class Data, via first-class USPS mail,
20 the Class Notice with Spanish translation substantially in the form attached to this
21 Agreement as Exhibit A. The first page of the Class Notice shall prominently
22 estimate the dollar amounts of each Individual Class Payment and/or Individual
23 PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the
24 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate
25 these amounts. Before mailing Class Notices, the Administrator shall update Class
26 Member addresses using the NCOA database.

27 7.5.3. Not later than three (3) business days after the Administrator's receipt of any Class
28 Notice returned by the USPS as undelivered, the Administrator shall re-mail the

1 Class Notice using any forwarding address provided by the USPS. If the USPS
2 does not provide a forwarding address, the Administrator shall conduct a Class
3 Member Address Search, and re-mail the Class Notice to the most current address
4 obtained. The Administrator has no obligation to make further attempts to locate
5 or send Class Notice to Class Members whose Class Notice is returned by the
6 USPS a second time.

7 7.5.4. The deadlines for Class Members' written objections, challenges to Workweeks
8 and/or pay periods, and Requests for Exclusion will be extended an additional
9 fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided
10 in the Class Notice for all Class Members whose notices are re-mailed. The
11 Administrator will inform the Class Member of the extended deadline with the re-
12 mailed Class Notice.

13 7.5.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class
15 Data and should have received Class Notice, the Parties will expeditiously meet
16 and confer in person or by telephone, and in good faith, in an effort to agree on
17 whether to include them as Class Members. If the Parties agree, such persons will
18 be Class Members entitled to the same rights as other Class Members, and the
19 Administrator will send, via email or overnight delivery, a Class Notice requiring
20 them to exercise options under this Agreement not later than fourteen (14) calendar
21 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
22 ever are later.

23 7.6. Requests for Exclusion (Opt-Outs).

24 7.6.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of
25 the Settlement must send the Administrator, by fax, email, or mail, a signed written
26 Request for Exclusion not later than sixty (60) calendar days after the
27 Administrator mails the Class Notice (plus an additional fourteen (14) calendar
28 days for Class Members whose Class Notice is re-mailed). A Request for

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

6 7.6.2. The Administrator may not reject a Request for Exclusion as invalid because it
7 fails to contain all the information specified in the Class Notice. The Administrator
8 shall accept any Request for Exclusion as valid if the Administrator can reasonably
9 ascertain the identity of the person as a Class Member and the Class Member's
10 desire to be excluded. The Administrator's determination shall be final and not
11 appealable or otherwise susceptible to challenge. If the Administrator has reason to
12 question the authenticity of a Request for Exclusion, the Administrator may
13 demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final as to the Parties, but a Class Member
15 whose Request for Exclusion is rejected by the Administrator may present a
16 challenge to that determination to the Court.

17 7.6.3. Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement,
19 entitled to all benefits and bound by all terms and conditions of the Settlement,
20 including the Participating Class Members' Release under Paragraph 5.2 of this
21 Agreement, regardless whether the Participating Class Member actually receives
22 the Class Notice or objects to the Settlement.

23 7.6.4. Every Class Member who submits a valid and timely Request for Exclusion is a
24 Non-Participating Class Member and shall not receive an Individual Class
25 Payment or have the right to object to the class action components of the
26 Settlement. Because PAGA claims are subject to claim preclusion upon entry of
27 the Judgment, Non-Participating Class Members who are Aggrieved Employees
28 will still receive an Individual PAGA Payment and will be subject to a claim

preclusion defense if they attempt to assert any of the Released PAGA Claims.

7.7. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar 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 fax, email or mail. The Administrator must instruct 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 PAGA Pay Periods shall be final as to the Parties (although Defendant shall retain the right to correct erroneous Class Data if subsequently discovered), but a Class Member whose Workweek and/or Pay Period challenge is rejected by the Administrator may present the same evidence supporting the Workweek and/or Pay Period challenge to the Court for review. The Administrator shall promptly provide copies of any challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, along with the Administrator's determinations regarding any challenges.

7.8. Objections to Settlement.

7.8.1. 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.

7.8.2. 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 to appear in Court) to present verbal objections at the

1 Final Approval Hearing. A Participating Class Member who elects to send a
2 written objection to the Administrator must do so not later than sixty (60) calendar
3 days after the Administrator's mailing of the Class Notice (plus an additional
4 fourteen (14) calendar days for Class Members whose Class Notice was re-
5 mailed).

6 7.8.3. Non-Participating Class Members have no right to object to any of the class action
7 components of the Settlement.

8 7.9. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
9 performed or observed by the Administrator contained in this Agreement or otherwise.

10 7.9.1. Website, Email Address and Toll-Free Number. The Administrator will establish
11 and maintain and use an internet website to post information of interest to Class
12 Members including the date, time and location for the Final Approval Hearing and
13 copies of the Settlement Agreement, Motion for Preliminary Approval, the
14 Preliminary Approval Order, the Class Notice, the motion for final approval, the
15 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses
16 Payment and Class Representative Service Payment, the Final Approval Order and
17 the Judgment. The Administrator will also maintain and monitor an email address
18 and a toll-free telephone number to receive Class Member calls, faxes and emails.

19 7.9.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
20 promptly review on a rolling basis Requests for Exclusion to ascertain their
21 validity. Not later than five (5) calendar days after the expiration of the deadline
22 for submitting Requests for Exclusion, the Administrator shall email a list to Class
23 Counsel and Defense Counsel containing (a) the names and other identifying
24 information of Class Members who have timely submitted valid Requests for
25 Exclusion ("Exclusion List"); (b) the names and other identifying information of
26 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
27 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

28 7.9.3. Weekly Reports. The Administrator must, on a weekly basis, provide written

1 reports to Class Counsel and Defense Counsel that, among other things, tally the
2 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
3 Requests for Exclusion (whether valid or invalid) received, objections received,
4 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved
5 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s
6 assessment of the validity of Requests for Exclusion and attach copies of all
7 Requests for Exclusion and objections received. In addition to the Weekly Reports,
8 the Administrator shall report to the Parties when it has completed the initial
9 distribution of the Individual Class Payments and Individual PAGA Payments to
10 all individuals with valid addresses.

11 7.9.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
12 address and make decisions consistent with the terms of this Agreement on all
13 Class Member challenges over the calculation of Workweeks and/or PAGA Pay
14 Periods. The Administrator’s determination of each Class Member’s allocation of
15 Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although
16 Defendant shall retain the right to correct erroneous Class Data if subsequently
17 discovered), but a Class Member whose Workweek and/or Pay Period challenge is
18 rejected by the Administrator may present the same evidence supporting the
19 Workweek and/or Pay Period challenge to the Court for review.

20 7.9.5. Administrator’s Declaration. Not later than fourteen (14) calendar days before the
21 date by which Plaintiff is required to file the Motion for Final Approval of the
22 Settlement, the Administrator will provide to Class Counsel and Defense Counsel,
23 a signed declaration suitable for filing in Court attesting to its due diligence and
24 compliance with all of its obligations under this Agreement, including, but not
25 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
26 the re-mailing of Class Notices, attempts to locate Class Members, the total
27 number of Requests for Exclusion from Settlement it received (both valid or
28 invalid), the number of written objections and attach the Exclusion List. The

1 Administrator will supplement its declaration as needed or requested by the Parties
2 and/or the Court. Class Counsel is responsible for filing the Administrator's
3 declaration(s) in Court.

4 7.9.6. Final Report by Settlement Administrator. Within ten (10) calendar days after the
5 Administrator disburses all funds in the Gross Settlement Amount, the
6 Administrator will provide Class Counsel and Defense Counsel with a final report
7 detailing its disbursements by employee identification number only of all payments
8 made under this Agreement. At least fifteen (15) calendar days before any
9 deadline set by the Court, the Administrator will prepare, and submit to Class
10 Counsel and Defense Counsel, a signed declaration suitable for filing in Court
11 attesting to its disbursement of all payments required under this Agreement. Class
12 Counsel is responsible for filing the Administrator's declaration in Court.

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

14 8.1. Based on its records, Defendant believes that there are approximately 24,000 work
15 weeks wherein the alleged Class Member performed work and this estimate serves as the basis
16 for Plaintiff's accepting the settlement. If the number of actual work weeks during the Class
17 Period is more than 10% higher than the estimated workweeks (i.e., exceeds 26,400 work
18 weeks), Defendant may, at its election, opt to (a) increase the Gross Settlement Amount in the
19 exact proportionate amount as to any additional work weeks above 26,400 or (b) end the Class
20 Period on the date that the total work weeks equals 26,400 Work Weeks, provided that in no
21 event shall the Class Period extend beyond the date the Court grants preliminary approval of
22 the Settlement. This election must be made prior to the issuance of a Class Notice/the
23 Preliminary Approval Hearing, so that the Court is informed of the correct Class Period and
24 the Class Notice is distributed to the correct individuals.

1 8.2. The Parties agree that, prior to the filing of the motion for preliminary approval and
2 sufficiently in advance of the preliminary approval hearing Defendant shall provide the complete
3 class data to the Settlement Administrator. The Settlement Administrator shall review and verify
4 the Class Member count and related workweek/pay period data, and prepare a declaration
5 confirming the final numbers. The Administrator's declaration shall be filed with Plaintiff's
6 moving papers for preliminary approval or, at minimum, prior to the preliminary approval hearing,
7 to ensure the Court has verified final numbers before ruling.

8 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

9 If the number of valid Requests for Exclusion identified in the Exclusion List equals or
10 exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to,
11 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement
12 shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any
13 further obligation to perform under this Agreement; provided, however, Defendant will remain
14 responsible for paying the reasonable Settlement administration expenses actually incurred to
15 that point, not to exceed the Administrator's Court-approved "not-to-exceed" bid. Defendant
16 must notify Class Counsel and the Court of its election to withdraw not later than fifteen (15)
17 calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late
18 elections will have no effect.

19 **10. MOTION FOR FINAL APPROVAL.**

20 Plaintiff will timely file in Court a motion for final approval of the Settlement that includes a request for
21 approval of the PAGA settlement under Labor Code § 2699(I), a Proposed final approval order and a
22 proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these
23 documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final
24 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
25 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

26 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
27 a Participating Class Member, including the right to file responsive documents in Court no
28 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered

or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not issue a Final Approval Order or conditions the Final Approval Order on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will 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/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. 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.

10.5. 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

1 material modification of this Agreement (including, but not limited to, the scope of release
2 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
3 nevertheless expeditiously work together in good faith to address the appellate court's
4 concerns and to obtain a Final Approval Order and entry of Judgment, sharing, on a 50-50
5 basis, any additional administration expenses reasonably incurred after remittitur. An
6 appellate decision to vacate, reverse, or modify the Court's award of the Class
7 Representative Service Payment or any payments to Class Counsel shall not constitute a
8 material modification of the Judgment within the meaning of this paragraph, as long as the
9 Gross Settlement Amount remains unchanged.

10 **11. AMENDED JUDGMENT.**

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

13 **12. ADDITIONAL PROVISIONS.**

14 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
15 Purposes. This Agreement represents a compromise and settlement of highly disputed
16 claims. Nothing in this Agreement is intended or should be construed as an admission by
17 Defendant that any of the allegations in the Operative Complaint have merit or that
18 Defendant has any liability for any claims asserted; nor should it be intended or construed
19 as an admission by Plaintiff that Defendant's defenses in the Action have merit. The
20 Parties agree that class certification and representative treatment is for purposes of this
21 Settlement only. If, for any reason, the Court does not issue a Preliminary Approval Order,
22 Final Approval Order, or enter Judgment, Defendant reserves the right to contest
23 certification of any class for any reasons, and Defendant reserves all available defenses to
24 the claims in the Action, and Plaintiff reserves the right to move for class certification on
25 any grounds available and to contest Defendant's defenses. The Settlement, this
26 Agreement and Parties' willingness to settle the Action will have no bearing on, and will
27 not be admissible in connection with, any litigation (except for proceedings to enforce or
28 effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

12.9. 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.

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

12.11. 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.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of

1 this Agreement. This Agreement will not be construed against any Party on the basis that
2 the Party was the drafter or participated in the drafting.

3 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
4 during the Action and in this Agreement relating to the confidentiality of information shall
5 survive the execution of this Agreement.

6 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to
7 Evidence Code § 1152 or comparable laws, and all copies and summaries of the Class Data
8 provided to Class Counsel by Defendant in connection with the mediation, other
9 settlement negotiations, or in connection with the Settlement, may be used only with
10 respect to this Settlement, and no other purpose, and may not be used in any way that
11 violates any existing contractual agreement, statute, or rule of court. Not later than ninety
12 (90) calendar days after the date when the Court discharges the Administrator's obligation
13 to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall
14 destroy, all paper and electronic versions of Class Data received from Defendant unless,
15 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
16 request to Class Counsel for the return, rather than the destruction, of Class Data in proper
17 form.

18 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this
20 Agreement.

21 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
22 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

25 12.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
26 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
27 shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence
2 to prove the existence and contents of this Agreement.

3 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. In addition,
5 upon the signing of this Agreement, the Parties agree pursuant to Code of Civil Procedure
6 § 583.330, to extend the date to bring a case to trial under Code of Civil Procedure §
7 583.310 for the entire period of this settlement process.

8 **Plaintiff & Class Representative:**

PLAINTIFF

9 Dated: _____

10 By: _____
Maria Cristina Suarez

11 **Defendant:**

DEFENDANT, ADDLIFE, INC.

12 Dated: _____

13 By: _____
14 Print Name

15 _____
16 Signature

17 _____
18 Title

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence
2 to prove the existence and contents of this Agreement.

3 12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. In addition,
5 upon the signing of this Agreement, the Parties agree pursuant to Code of Civil Procedure
6 § 583.330, to extend the date to bring a case to trial under Code of Civil Procedure §
7 583.310 for the entire period of this settlement process.

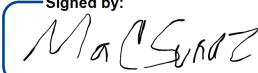
8 **Plaintiff & Class Representative:**

PLAINTIFF

Signed by:

9 Dated: 7/28/2026

By:



77D13DD2009D4AD...

Maria Cristina Suarez

11 **Defendant:**

DEFENDANT, ADDLIFE, INC.

13 Dated: _____

By: _____

14 Print Name

15 _____
16 Signature

17 _____
18 Title

themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18. 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. In addition, upon the signing of this Agreement, the Parties agree pursuant to Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative: PLAINTIFF

Dated: _____ By: _____
Maria Cristina Suarez

Defendant: DEFENDANT, ADDLIFE, INC.

Dated: 7/24/2026 By: Lorie Townsend
Print Name

DocuSigned by:
Lorie Townsend
F0D7C965B8674F8...
Signature

President

Title

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Maria Cristina Suarez v. Addlife*, Superior Court of California, County of Santa Clara, Case No. 25CV461397 (“Action”), Plaintiff alleges Defendant violated provisions of the California Labor Code and Business and Professions Code, and seeks civil penalties under PAGA. Defendant denies all allegations. The Parties have reached a proposed settlement to avoid further litigation.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee.

“Class” means all individuals who worked for Defendant in California as hourly, non-exempt employees between March 19, 2021 and April 6, 2026.

“Aggrieved Employees” means all individuals who worked for Defendant in California as hourly, non-exempt employees between March 19, 2024 and April 6, 2026.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Defendant agrees to pay a Gross Settlement Amount of \$450,000. From this amount, the following payments will be made:

- An Administrator Expenses Payment not to exceed \$8,000.00 for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to Maria Cristina Suarez for her services in support of the Action and General Release;
- PAGA Penalties in the amount of \$30,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$30,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action;
- A Class Counsel Fees Payment not to exceed 33 1/3% of the Gross Settlement Amount to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for

- Defendant for at least one day during the Class Period (“Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
 3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Thirty Thousand Dollars (\$30,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) (\$19,500.00) shall be paid to the California Labor and Workforce Development Agency (“LWDA PAGA Payment”), and thirty-five percent (35%) (\$10,500.00) (the “Individual PAGA Payment”) shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Maria Cristina Suarez v. Addlife*, Superior Court of California, County of Santa Clara, Case No. 25CV461397); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, 20% of each payment is wages (W-2) and 80% penalties/interest (1099). Defendant pays employer taxes separately; employee taxes are deducted.

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

Participating Class Members release claims alleged or that could have been alleged based on the FAC and PAGA

Notice during the Class Period. PAGA claims released for Aggrieved Employees during PAGA Period.

“Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of their owners, managerial employees, agents, directors, and/or officers.

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, causes of action and factual or legal theories that were alleged on behalf of Class Members in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint during the Class Period. 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 that may be prohibited by law.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

Plaintiff, the LWDA, and all Aggrieved Employees will release the Released Parties from all claims for civil penalties under PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged in Plaintiff’s PAGA Notice and the Operative Complaint.

Because PAGA claims are subject to claim preclusion upon entry of judgment, Aggrieved Employees who exclude themselves from the class action component of the Settlement will still receive an Individual PAGA Payment and will be subject to a claim preclusion defense if they attempt to assert any of the Released PAGA Claims.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Maria Cristina Suarez v. Addlife*, Superior Court of California, County of Santa Clara, Case No. 25CV461397); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether

they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., Maria Cristina Suarez v. Addlife, Superior Court of California, County of Santa Clara, Case No. 25CV461397); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the [Response Deadline]. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____.m. in the Superior Court of the State of California, County of Santa Clara, Department _____, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: [ADMINISTRATOR WEBSITE]. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
Mitchell H. Millet (SBN 356250)
mmillet@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Defendant:

Katherine S. Catlos (SBN 184227)
kcatlos@kaufmandolowich.com
Tiffany Schneider (SBN 323833)
tiffany.schneider@kaufmandolowich.com
425 California Street, Suite 2100
San Francisco, California 94104
Telephone: (415) 926-7600
Facsimile: (415) 926-7601

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www. .com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Maria Cristina Suarez v. Addlife*, Superior Court of California, County of Santa Clara, Case No. 25CV461397.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

[Administrator]

[contact info]